



CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

**REQUEST FOR BIDS  
FOR  
OPERATION, MAINTENANCE AND TRANSPORTATION  
SERVICES FOR THE STRATFORD INTERMEDIATE  
PROCESSING CENTER**

**RFB Number 11-OP-006**

**SUBMITTAL DUE DATE  
APRIL 1, 2011**

***SERVICES OVERVIEW AND BID SUBMITTAL  
INSTRUCTIONS AND REQUIREMENTS***

**CONNECTICUT RESOURCES RECOVERY AUTHORITY  
100 CONSTITUTION PLAZA  
HARTFORD, CONNECTICUT 06103**

**DATED: MARCH 7, 2011**

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|                                |
|--------------------------------|
| <b>NOTICE OF INTEREST FORM</b> |
|--------------------------------|

Firms interested in Bidding on the Connecticut Resources Recovery Authority ("CRRA") solicitation listed below are required 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. Request For Bids documents and other information released by CRRA related to the solicitation will be directly provided to those firms that have submitted this Form to CRRA by the Form Due Date.

|                |  |
|----------------|--|
| Solicitation:  | <b>Operation, Maintenance and Transportation Services for the Stratford Intermediate Processing Center</b> |
| RFB Number:    | <b>11-OP-006</b>   |
| Form Due Date: | <b>March 18, 2011</b>  |

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

|                          |  |
|--------------------------|--|
| Name of Firm:            |  |
| Name of Contact Person:  |  |
| Title of Contact Person: |  |
| Mailing Address 1:       |  |
| Mailing Address 2:       |  |
| City, State, Zip Code    |  |
| 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:           | <b>Tom Gaffey</b>   |
| E-Mail Address:         | <b><u><a href="mailto:tgaffey@crra.org">tgaffey@crra.org</a></u></b>  |
| Fax Number:             | <b>(860) 757-7742</b>   |
| Correspondence Address: | <b>Connecticut Resources Recovery Authority<br/>100 Constitution Plaza, 6<sup>th</sup> Floor<br/>Hartford, CT 06103</b> |

## 1. NOTICE OF INTEREST FORM

All companies interested in participating in this procurement process must complete and submit a Notice of Interest Form for the *Operation, Maintenance and Transportation Services for the Stratford Intermediate Processing Center*. The Notice of Interest Form can be found and downloaded from CRRA's World Wide Web site at <http://www.crra.org> under the Business Opportunities page. Complete and submit the Form via Email or FAX or U.S. Postal Service to:

[tgaffey@crra.org](mailto:tgaffey@crra.org)  
Attention Tom Gaffey

or

CRRA  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention Tom Gaffey

or

FAX (860) 757-7742  
Attention Tom Gaffey

The Notice of Interest Form must be submitted by March 18, 2011. Submitting the Notice of Interest Form will ensure your company receives all communications relating to this procurement including written Addendum(s) to the RFB package of documents.

## 2. INTRODUCTION

On June 30, 2011, the current agreement for the operation and maintenance of the Stratford Intermediate Processing Center ("Stratford IPC" or "Facility") located at 1410 Honeyspot Road Extension, Stratford, Connecticut, will terminate. The Stratford IPC is currently constructed and equipped to accept and process "dual-stream" recyclables. Dual-stream recyclables are paper, cardboard, containers and other materials that residents separate and place into different recycling bins for curbside collection. The Connecticut Resources Recovery Authority ("CRRA") is in the process of assessing the cost/benefits of retrofitting the Stratford IPC with new state-of-the-art equipment capable of processing "single-stream" recyclable materials. Single-stream means residents do not have to sort the materials into separate containers for collection, but rather can place all of their recyclables into a single, larger container or tote for curbside collection. CRRA's assessment and subsequent retrofit, if any, of the Facility cannot be completed between now and the time the current operation and maintenance agreement for the Facility terminates. Therefore, CRRA plans to operate the Facility for an interim period of time as a recycling transfer station in order to accommodate CRRA's retrofit planning and procurement process.

The operation of the Facility as a recycling transfer station will be for a not to exceed period of three years commencing July 1, 2011 and ending June 30, 2014, but could be for a period of less than three-years if CRRA proceeds with the retrofit of the Facility and such retrofit is completed prior to June 30, 2014. In any event, the term of the agreement for services resulting from this Request for Bids (“RFB”) shall not be for less than one year commencing July 1, 2011 and terminating June 30, 2012. Through the issuance of this RFB, CRRA is seeking Bids from qualified companies to transport recyclables delivered to the Stratford IPC to CRRA’s Mid-Connecticut Regional Recycling Center (“Mid-Conn RRC”) for processing, and to provide limited operation and maintenance (“O&M”) services for the Facility (collectively the “Services”), for the period that the Facility is operated as a recyclables transfer station.

Under the new Agreement for Operation, Maintenance and Transportation Services for the Stratford Intermediate Processing Facility (“Agreement”), CRRA will have direct responsibility for overall management of the Facility and operation of its associated scalehouse. The winning Bidder (“Contractor”) will be responsible for all activities related to the operation of the Stratford IPC as a transfer station along with a limited scope of maintenance activities for the Facility. All personnel, materials, and other items needed to operate and maintain the Facility on a daily basis while operated as a transfer station will be provided by Contractor on an annual fee for service basis.

Dual-stream and single-stream recyclables delivered to the Stratford IPC will be trans-loaded and transported by Contractor to CRRA’s Mid-Connecticut Regional Recycling Center (“Mid-Conn RRC”) located at 211 Murphy Road, Hartford, Connecticut for processing and marketing. All recyclables delivered to the Facility whether delivered as dual-stream or single-stream materials, will be transported by Contractor as single-stream material to the Mid-Conn RRC. Costs associated with the transportation of the recyclables from the Stratford IPC to the Mid-Conn RRC (vehicles, fuel, labor, etc.) will be paid to Contractor on a fee per ton of recyclables transported basis.

The O&M and transportation services to be provided by Contractor are more particularly described in the Agreement as presented **Attachment 1** to this RFB.

### **3. OVERVIEW OF CRRA AND THE STRATFORD INTERMEDIATE PROCESSING FACILITY**

#### **3.1 Connecticut Resources Recovery Authority**

CRRA is a quasi-public entity, a body politic and corporate, created pursuant to Connecticut General Statutes Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the “State”). CRRA has the responsibility for implementing solid waste disposal and recycling programs throughout the State in accordance with the State Solid Waste Management Plan, and is authorized to issue and sell bonds and notes to accomplish this purpose and to enter into contractual arrangements with the private sector where such arrangements will best accomplish CRRA’s purposes. CRRA oversees a statewide network of three resources recovery facilities, two regional recycling and education

centers, and four transfer stations. CRRA also retains, via contract, 350,000 tons per year of solid waste disposal capacity at the Wheelabrator Resco Resource Recovery Facility located in Bridgeport, Connecticut and 25,000 tons per year of capacity at the Wallingford Resource Recovery Facility.

### **3.2 The Stratford Intermediate Processing Facility**

CRRA developed the Stratford IPC in 1992 and began operations in 1993. CRRA is the owner of the Facility and operates the Facility pursuant to permits issued to CRRA by the Connecticut Department of Environmental Protection ("CTDEP"). The Stratford IPC consists of 46,000 square feet of processing area and associated dual-stream processing equipment. Housed in the same building and adjacent to the Facility is approximately 14,000 square feet of space that is currently being used as a recycling education center (known as the Stratford Garbage Museum) offices and conference rooms. There is also a separate scale house that is 375 square feet in size.

Thirteen (13) Connecticut municipalities located in the southwestern portion of the state are signatories to an Inter-Community Agreement for the purpose of providing regional solid waste recycling services. Through the Inter-Community Agreement, the municipalities established the Southwest Connecticut Regional Recycling Operating Committee ("SWEROC"). Pursuant to Connecticut state statute, SWEROC constitutes a public instrumentality and political subdivision of the State created for the performance of an essential public and governmental function. As part of their obligations under the Inter-Community Agreement, the municipalities agree to be bound by, and obligated to, the decisions and actions of SWEROC pursuant to the powers and authority granted to SWEROC in the Inter-Community Agreement.

CRRA and SWEROC are parties to an agreement that sets forth the responsibilities and duties of each party in connection with the Southwest Connecticut Regional Solid Waste Recycling Program, including the development, financing, construction and operation of the Stratford IPC. The agreement, originally executed in 1990, has been amended from time to time and explicitly confers administrative and contract enforcement responsibilities to CRRA on behalf of SWEROC.

Pursuant to an opt-out provision contained in the SWEROC Inter-Community Agreement, three (3) of the 13 municipalities have exercised their option to withdraw from SWEROC effective. However, based on conversations with the municipalities withdrawing from SWEROC, two of the three have indicated they will likely continue to deliver their recyclables to the Stratford IPC for some period of time even though they have withdrawn from SWEROC. Other non-SWEROC municipalities have also expressed interest in delivering recyclables to the Stratford IPC once the facility begins accepting single stream recyclables (effective July 1, 2011).

Currently the Stratford IPC accepts the following recyclable materials on a dual-stream basis:

- commingled containers (glass, metal and plastic containers);

- fiber (newspaper, corrugated cardboard, junk mail, magazines, mixed paper);
- clear, green and amber glass;
- steel/bi-metal cans, aluminum cans, aluminum foil; and
- PET plastic #1, and HDPE Plastic #2.

It is important to note that effective July 1, 2011 (the Commencement Date of the Services contemplated in this RFB and the Agreement), the list of Acceptable Recyclables will be expanded to include additional plastic and other containers and all such material may be delivered to the Facility on a single-stream basis (as opposed to the current dual-stream requirement). Because the recyclables will not be processed at the Stratford IPC, but rather trans-loaded and transported by Contractor to the Mid-Conn RRC (the Mid-Conn RRC is a single-stream processing facility) for processing and marketing, there is no reason to require dual-stream delivery of recyclables at the Stratford IPC. Therefore CRRA anticipates that with the expansion of the types of materials accepted at the Facility and the ability on the part of haulers and municipalities to deliver them on a single-stream basis, deliveries from the SWEROC members will gradually increase.

Presented in Table 1 one is the historic deliveries of recyclables to the Stratford IPC from the 10 municipalities who are current members of SWEROC. These 10 SWEROC municipalities have committed to requiring all residential Acceptable Recyclables generated within their boundaries to be delivered to the Stratford IPC through June 30, 2014. Also provided is data for the two municipalities who are likely to continue delivering Acceptable Recyclables to the Facility for an indeterminate period of time. Note that the data is provided on a calendar year basis.

Presented in Table 2 is the weekly volume – in tons - of recyclable material delivered to the Stratford IPC.

TABLE 1 - TYPES OF RECYCLABLES SHIPPED TO STRATFORD IPC (Tons)

| Month              | SWEROC MEMBERS (current 10 member municipalities) |                      |             |                   |        | SHELTON AND TRUMBULL  |                      |             |                   |        |
|--------------------|---|----------------------|-------------|-------------------|--------|-----------------------|----------------------|-------------|-------------------|--------|
|                    | Commingled Containers                             | Corrugated Cardboard | Mixed Paper | Residential Fiber | TOTAL  | Commingled Containers | Corrugated Cardboard | Mixed Paper | Residential Fiber | TOTAL  |
| Jan 09             | 718   | 113                  | 58          | 799               | 1,688  | 170                   | 24                   | 17          | 205               | 416    |
| Feb 09             | 580   | 94                   | 57          | 686               | 1,417  | 144                   | 23                   | 13          | 174               | 352    |
| Mar 09             | 665   | 129                  | 65          | 785               | 1,644  | 162                   | 26                   | 12          | 187               | 387    |
| Apr 09             | 722   | 123                  | 58          | 872               | 1,776  | 168                   | 28                   | 23          | 198               | 417    |
| May 09             | 678   | 119                  | 51          | 796               | 1,644  | 160                   | 30                   | 9           | 200               | 399    |
| Jun 09             | 749   | 137                  | 45          | 867               | 1,798  | 175                   | 32                   | 20          | 211               | 439    |
| Jul 09             | 718   | 153                  | 62          | 824               | 1,757  | 187                   | 22                   | 19          | 217               | 445    |
| Aug 09             | 662   | 141                  | 50          | 776               | 1,628  | 177                   | 16                   | 13          | 211               | 417    |
| Sep 09             | 688   | 108                  | 58          | 818               | 1,671  | 183                   | 15                   | 20          | 213               | 431    |
| Oct 09             | 676   | 142                  | 55          | 807               | 1,680  | 172                   | 21                   | 12          | 203               | 409    |
| Nov 09             | 669   | 102                  | 62          | 797               | 1,630  | 175                   | 15                   | 15          | 206               | 411    |
| Dec 09             | 777   | 133                  | 75          | 935               | 1,920  | 212                   | 20                   | 19          | 250               | 501    |
| Jan 10             | 657   | 124                  | 51          | 732               | 1,564  | 169                   | 20                   | 13          | 196               | 397    |
| Feb 10             | 561   | 94                   | 44          | 653               | 1,352  | 137                   | 20                   | 12          | 159               | 329    |
| Mar 10             | 695   | 168                  | 66          | 835               | 1,763  | 190                   | 124                  | 14          | 216               | 543    |
| Apr 10             | 683   | 145                  | 65          | 795               | 1,689  | 175                   | 40                   | 19          | 207               | 441    |
| May 10             | 625   | 152                  | 65          | 745               | 1,588  | 165                   | 32                   | 14          | 194               | 404    |
| Jun 10             | 717   | 167                  | 57          | 832               | 1,774  | 188                   | 38                   | 11          | 226               | 463    |
| Jul 10             | 667   | 138                  | 26          | 773               | 1,604  | 168                   | 33                   | 15          | 200               | 416    |
| Aug 10             | 667   | 159                  | 53          | 800               | 1,679  | 178                   | 39                   | 22          | 210               | 449    |
| Sep 10             | 667   | 141                  | 44          | 802               | 1,654  | 178                   | 32                   | 19          | 210               | 439    |
| Oct 10             | 640   | 153                  | 36          | 787               | 1,617  | 160                   | 31                   | 13          | 193               | 396    |
| Nov 10             | 715   | 133                  | 50          | 859               | 1,757  | 181                   | 35                   | 18          | 218               | 451    |
| Dec 10             | 743   | 158                  | 47          | 876               | 1,825  | 200                   | 40                   | 25          | 241               | 506    |
| CY 09 Total        | 8,302   | 1,493                | 697         | 9,762             | 20,253 | 2,085                 | 271                  | 192         | 2,474             | 5,023  |
| CY 10 Total        | 8,036   | 1,733                | 605         | 9,490             | 19,865 | 2,089                 | 481                  | 195         | 2,470             | 5,235  |
| <b>GRAND TOTAL</b> | 16,338  | 3,226                | 1,302       | 19,252            | 40,118 | 4,175                 | 752                  | 387         | 4,944             | 10,258 |



**TABLE 2 - WEEKLY SHIPMENTS OF RECYCLABLES TO STRATFORD IPC (Tons)**

| Week        | Begin Date | SWEROC Members | Shelton & Trumbull | Total |
|-------------|------------|----------------|--------------------|-------|
| FY 10 WK 28 | 01/04/10   | 480            | 107                | 587   |
| FY 10 WK 29 | 01/11/10   | 357            | 96                 | 454   |
| FY 10 WK 30 | 01/18/10   | 363            | 94                 | 457   |
| FY 10 WK 31 | 01/25/10   | 340            | 91                 | 431   |
| FY 10 WK 32 | 02/01/10   | 343            | 86                 | 428   |
| FY 10 WK 33 | 02/08/10   | 296            | 81                 | 377   |
| FY 10 WK 34 | 02/15/10   | 342            | 79                 | 421   |
| FY 10 WK 35 | 02/22/10   | 372            | 83                 | 455   |
| FY 10 WK 36 | 03/01/10   | 414            | 109                | 523   |
| FY 10 WK 37 | 03/08/10   | 380            | 121                | 501   |
| FY 10 WK 38 | 03/15/10   | 349            | 139                | 488   |
| FY 10 WK 39 | 03/22/10   | 404            | 110                | 515   |
| FY 10 WK 40 | 03/29/10   | 404            | 96                 | 500   |
| FY 10 WK 41 | 04/05/10   | 417            | 107                | 524   |
| FY 10 WK 42 | 04/12/10   | 374            | 103                | 476   |
| FY 10 WK 43 | 04/19/10   | 364            | 101                | 465   |
| FY 10 WK 44 | 04/26/10   | 376            | 100                | 476   |
| FY 10 WK 45 | 05/03/10   | 405            | 96                 | 501   |
| FY 10 WK 46 | 05/10/10   | 398            | 105                | 502   |
| FY 10 WK 47 | 05/17/10   | 369            | 100                | 469   |
| FY 10 WK 48 | 05/24/10   | 416            | 104                | 520   |
| FY 10 WK 49 | 05/31/10   | 362            | 97                 | 459   |
| FY 10 WK 50 | 06/07/10   | 396            | 104                | 500   |
| FY 10 WK 51 | 06/14/10   | 375            | 93                 | 468   |
| FY 10 WK 52 | 06/21/10   | 390            | 107                | 497   |
| FY 11 WK 01 | 06/28/10   | 415            | 99                 | 514   |

| Week           | Begin Date | SWEROC Members | Shelton & Trumbull | Total         |
|----------------|------------|----------------|--------------------|---------------|
| FY 11 WK 02    | 07/05/10   | 332            | 90                 | 423           |
| FY 11 WK 03    | 07/12/10   | 384            | 95                 | 478           |
| FY 11 WK 04    | 07/19/10   | 354            | 105                | 458           |
| FY 11 WK 05    | 07/26/10   | 369            | 90                 | 459           |
| FY 11 WK 06    | 08/02/10   | 376            | 105                | 481           |
| FY 11 WK 07    | 08/09/10   | 361            | 103                | 465           |
| FY 11 WK 08    | 08/16/10   | 399            | 101                | 501           |
| FY 11 WK 09    | 08/23/10   | 393            | 93                 | 486           |
| FY 11 WK 10    | 08/30/10   | 387            | 110                | 497           |
| FY 11 WK 11    | 09/06/10   | 363            | 101                | 464           |
| FY 11 WK 12    | 09/13/10   | 365            | 99                 | 464           |
| FY 11 WK 13    | 09/20/10   | 368            | 90                 | 458           |
| FY 11 WK 14    | 09/27/10   | 386            | 99                 | 485           |
| FY 11 WK 15    | 10/04/10   | 399            | 87                 | 486           |
| FY 11 WK 16    | 10/11/10   | 382            | 110                | 493           |
| FY 11 WK 17    | 10/18/10   | 356            | 92                 | 447           |
| FY 11 WK 18    | 10/25/10   | 415            | 93                 | 508           |
| FY 11 WK 19    | 11/01/10   | 365            | 101                | 465           |
| FY 11 WK 20    | 11/08/10   | 389            | 98                 | 488           |
| FY 11 WK 21    | 11/15/10   | 406            | 108                | 515           |
| FY 11 WK 22    | 11/22/10   | 403            | 99                 | 502           |
| FY 11 WK 23    | 11/29/10   | 453            | 117                | 570           |
| FY 11 WK 24    | 12/06/10   | 424            | 119                | 543           |
| FY 11 WK 25    | 12/13/10   | 411            | 114                | 525           |
| FY 11 WK 26    | 12/20/10   | 408            | 107                | 515           |
| FY 11 WK 27    | 12/27/10   | 322            | 93                 | 415           |
| <b>TOTAL</b>   |            | <b>19,872</b>  | <b>5,226</b>       | <b>25,097</b> |
| <b>AVERAGE</b> |            | <b>382</b>     | <b>100</b>         | <b>483</b>    |
| <b>MAXIMUM</b> |            | <b>480</b>     | <b>139</b>         | <b>587</b>    |
| <b>MINIMUM</b> |            | <b>296</b>     | <b>79</b>          | <b>377</b>    |

The data presented in Table 1 and Table 2 is presented for information purposes only. CRRA makes no representation or guarantee of future recyclables deliveries to the Stratford IPC by or on behalf of the SWEROC member municipalities, or other private and municipal customers.

The Stratford IPC is permitted to receive and process up to 500 tons per day of recyclables; 134 tons per day of commingled containers and 366 tons per day of paper fibers. The Facility is permitted to store up to 500 tons of recyclable materials on the Facility tip floor. Currently the Stratford IPC scalehouse is open to accept deliveries from 7:00 a.m. to 5:00 p.m., Monday through Friday. However, CRRA is consulting with the SWEROC participating municipalities to determine if the hours of deliveries can be changed to 7:00 a.m. to 3:00 p.m. Therefore Bidder is required to propose an Annual O&M Fee for both delivery schedules (reference Exhibit 5, Bid Price Form).

There are two 70-foot platform truck scales associated with the Stratford IPC scale house. All vehicles entering and leaving the IPC are weighed at these scales. CRRA will operate the scales using CRRA scale/enforcement personnel. The successful Contractor will be responsible for maintaining the scales (cleaning and repair services), and reconciling transported weights with CRRA scale house weights on a monthly basis.

#### 4. OVERVIEW OF CRRA'S SOLICITATION PROCESS

Generally, this solicitation process is comprised of three (3) milestones as described below. It is important to note that the entire solicitation process will not be considered complete until the Agreement between CRRA and the approved Bidder has been executed.

- (a) Milestone 1 - Request for Bids ("RFB"). Through the release of this RFB, CRRA is inviting interested parties to submit Bids to provide the Services contemplated by this RFB and the Agreement for Operation, Maintenance and Transportation Services for the Stratford Intermediate Processing Facility. CRRA's RFB package includes the non-negotiable Agreement.
- (b) Milestone 2 - CRRA Board of Directors Approval. When CRRA has evaluated the Bids received and identified a preferred Bidder, CRRA management will make its selection recommendation to CRRA's Board of Directors for approval.
- (c) Milestone 3 - Notice of Award and Execution of the Agreement. Upon approval of the preferred Bidder by the Board of Directors, CRRA will issue to the approved Bidder a Notice of Award. Two execution copies of the non-negotiable Agreement, along with other documents, will accompany the Notice of Award. Upon execution of the Agreement by the selected Bidder and CRRA, the solicitation process will be deemed complete and the solicitation process closed.

During the entire solicitation process CRRA retains the right to:

- (a) Supplement, amend, or otherwise modify or cancel the solicitation process with or without substitution of another solicitation;

- (b) Issue additional or subsequent solicitations;
- (c) Investigate the qualifications of any entity under consideration (including subcontractors and parties otherwise related to a proposing entity);
- (d) Clarify the information provided pursuant to this RFB;
- (e) Request additional evidence or documentation to support the information included in any submittal;
- (f) Appoint an evaluation committee to review submittals;
- (g) Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
- (h) Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
- (i) Enter into a final agreement with terms that vary from the terms set forth in CRRA's solicitation documents;
- (j) Visit and examine any of the facilities referenced in any submittal and others owned, operated, and/or built by a Bidder to observe and view the operations at such facilities;
- (k) Conduct contract discussions with one or more submitting entities; and
- (l) Reject any and all submittals, or parts thereof, and/or to waive any informality or informalities in any bid, if such rejection or waiver is deemed in the best interests of CRRA.

#### **4.1 Contractor Certification Concerning Gifts Form**

The entity approved by CRRA's Board of Directors to enter into the Agreement for Services will be required to sign and notarize a **Contractor Certification Concerning Gifts Form**. This form is an attachment to the Notice of Award letter issued to the approved Bidder. See **Exhibit 1** of this RFB to view a sample of the **Contractor's Certification Concerning Gifts Form**. This Exhibit is provided at this time for information purposes only; do not sign and return the form with your Bid.

Pursuant to Connecticut General Statutes Section 4-252, persons or entities who are the apparent successful Submitters or Bidder for the Services are prohibited from the giving of gifts to certain political office holders and CRRA employees who are substantial participants in the preparation of this RFB and subsequent documents associated with this procurement, from the date CRRA began planning this procurement to the date the Agreement for services is executed.

**CRRA started planning this RFB on February 7, 2011.** As of this writing, the identities of those to whom the apparent successful Bidder may not give gifts between February 7, 2011 and the signing of the Agreement are:

- (a) Governor Dannel Malloy;
- (b) Senator Donald E. Williams, Jr., President Pro Tem of the Senate;
- (c) Senator John McKinney, Minority Leader of the Senate;
- (d) Representative Christopher G. Donovan, Speaker of the House of Representatives;
- (e) Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives;
- (f) Virginia Raymond, Senior Analyst, CRRA;
- (g) Tom Gaffey, Enforcement/Recycling Director, CRRA and
- (h) Peter Egan, Environmental Affairs & Development Director/Acting Director of Operation, CRRA.

#### **4.2 Contractor Certification Concerning Consulting Fees**

The entity approved by CRRA's Board of Directors to enter into the Agreement for Services will be required to sign and notarize a **Certification Concerning Consulting Fees Form**. This form is an attachment to the Notice of Award letter issued to the approved Bidder. See **Exhibit 2** of this RFB to view a sample of the Form. This Exhibit is provided at this time for information purposes only; do not sign and return the form with your Bid.

#### **4.3 SEEC Form 11 – Notice of Contractor Campaign Contribution and Solicitation Ban**

Pursuant to Connecticut General Statutes 9-612(g)(2), as amended by Public Act 07-1, 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 . . . shall make a contribution to, or solicit contributions on behalf of candidate exploratory committees, candidate committees, or political committees authorized to make contributions or expenditures to or for the benefit of persons seeking election to a Connecticut executive branch office. These executive branch offices are: Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer. The complete **SEEC Form 11 Notice** is presented in **Exhibit 3** of this RFB.

## 5. RFB SUBMISSION INFORMATION, INSTRUCTIONS, AND CONTENT

### 5.1 Important RFB Dates

| DATE(s)  | TIME  | ADDRESS/LOCATION  | ACTION ITEM/ACTIVITY  |
|--|---|---|---|
| March 6, 2011  | N/A   | N/A   | Legal notice advertising the solicitation for Stratford IPC O&M and transportation services.  |
| March 7, 2011  | N/A   | <a href="http://www.crra.org">http://www.crra.org</a>   | RFB documents made available to interested Bidders via CRRA's World Wide Web site.  |
| March 18, 2011   | 5:00 PM EST   | <a href="mailto:tgaffey@crra.org">tgaffey@crra.org</a>  | Deadline for the submittal of Notice of Interest Forms.   |
| March 21, 2011   | 5:00 PM EST   | <a href="mailto:tgaffey@crra.org">tgaffey@crra.org</a>  | Deadline for all written requests for information regarding the Facility and Services to be provided.   |
| Any time between the release of the RFB on March 7, 2011 and March 21, 2011. | By appointment for document review and/or Facility tours. | All inquires, requests for information and to schedule appointments to review documents and/or perform Facility inspections shall be made in writing to: <a href="mailto:tgaffey@crra.org">tgaffey@crra.org</a> | CRRA will provide to Bidders information directly related to the operation and maintenance of the Facility. This will be accomplished using a combination of written addendum(s) to the RFB (as needed) and by appointment if Bidder wishes to review Facility drawings, permits, etc., and be provided a tour of the Facility. |
| March 25, 2011   | 5:00 PM EST   | N/A   | Deadline for CRRA to issue written addendum(s) to the RFB, if any.  |
| April 1, 2011  | 12:00 noon EST  | CRRA, 100 Constitution Plaza, 6 <sup>th</sup> Floor, Hartford, Connecticut, 06103   | Bid submittal deadline.   |

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above projected timeline.

### 5.2 Pre-Submittal Inquiries, Document Review and Appointments

All inquiries regarding this RFB, requests for information related to the O&M of the Facility and requests to schedule appointments to review documents and/or be provided a Facility tour, shall be in writing and submitted using one of the following methods:

- (a) U.S. Postal Service to CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, CT 06103, Attention Tom Gaffey;
- (b) FAX to 860-757-7742, Attention Tom Gaffey; and/or
- (c) Email to [tgaffey@crra.org](mailto:tgaffey@crra.org), Attention Tom Gaffey.

Subject to CRRA's sole and absolute discretion, CRRA will determine if it chooses to respond in writing to all or some of the submitted written questions for information. CRRA also reserves the right to determine in its sole discretion the methodology to be used to disseminate information. If CRRA decides to respond in writing in the form of an Addendum(s) to this RFB, CRRA shall send its written responses via e-mail to the RFB participants as well as post them on CRRA's World Wide Web site. In some cases CRRA may choose to make certain requests (requests to review drawings, Facility permits, etc.), available to participants via appointment. Even if a Bidder does not receive notice, through e-mail or otherwise, of a CRRA foregoing written response or notification, all RFB participants must adhere to and conform to the terms of CRRA written response(s) in their Bid Submissions.

Any Bidder who attempts to use or uses any means or method other than those set forth above to communicate with CRRA or any director, officer, employee or agent thereof regarding this RFB shall be subject to disqualification from the procurement process.

### **5.3 RFB Submission Deadline**

Sealed Bids must be received no later than 3:00 PM, Eastern Time, April 1, 2011 at:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: Tom Gaffey

Bids and Proposals received after the time and date set forth above shall be rejected.

### **5.4 Bid Submittal Copies**

One (1) original and two (2) copies of each Bid must be submitted. Each copy thereof shall comply with all submittal requirements of this RFB. The original of the submittal shall be stamped or otherwise marked as the "Original." The original submittal shall contain all required Bid forms containing original signatures (as applicable) in ink and original notary seals (as applicable).

The original and the two copies of the submittal shall be enclosed in a sealed box or envelope clearly marked "*Bid for Operation, Maintenance and Transportation Services for the Stratford Intermediate Processing Center.*"

## **5.5 Submittal Opening**

Submittals received will be opened at CRRA's convenience on or after the submittal due date.

CRRA reserves the right to reject any and all Bids, or parts thereof, and/or to waive any informality or informalities in any of the Bids or the solicitation process if such rejection or waiver is deemed in the best interests of CRRA.

## **5.6 Submittal Evaluation Criteria**

CRRA will consider the following criteria in evaluating a Bid or Proposal:

- (a) Price;
- (b) The proven knowledge, capabilities and experience of the Bidder to provide the Services required; and
- (c) Any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of the proposals.

Neither CRRA nor any of its officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection or non-selection, of any Bid submitted in response to this RFB.

## **5.7 Disclosure of Information**

All Bids will become the property of CRRA and will not be returned. Bidders are hereby advised that any information contained in or submitted with or in connection with its Bid is subject to the Connecticut Freedom of Information Statutes. CRRA will use its best efforts to prevent the unauthorized disclosure of proprietary information, provided same is properly identified as proprietary and/or confidential. By submitting a Bid, each Bidder expressly waives any claim(s) that such 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.

## **5.8 Bid Costs**

Bidder shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its Bid, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses. Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of Bids or Proposals. By submitting a Bid, Bidder expressly waives: (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

## 6. SUBMITTAL FORMAT AND CONTENT

Bids shall be submitted on forms provided by CRRA as part of the RFB Package of Documents. All of the forms must be completed with the appropriate information required and all blanks on such forms filled in. Where applicable, forms shall be signed in ink with the original contained in a document that is clearly stamped or marked as the "Original". Copies of these forms shall be presented in the two (2) copies of the original that Bidder is required to provide.

The Bid must consist of the following and be in the following order:

- (a) **Title page**, including the title of the solicitation, the name of the Bidder and the date the Bid is submitted;
- (b) A completed and signed **Bid Form (Exhibit 4)**;
- (c) A completed and signed **Bid Price Form (Exhibit 5)**;
- (d) A completed **Business Information Form (Exhibit 6)**;
- (e) A completed **Background and Experience Form (Exhibit 7)**;
- (f) A completed, signed and notarized **Background Questionnaire (Exhibit 8)**;
- (g) A completed **References Form (Exhibit 9)**;
- (h) A completed **Compliance History Form (Exhibit 10)**;
- (i) A completed, signed and notarized **Affidavit Concerning Nondiscrimination Form (Exhibit 11)**;
- (j) A completed **Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety Form (Exhibit 12)**; and
- (k) A copy of the Bidder's up-to-date certificate of insurance showing all insurance coverages required by Section 6.1 of the Agreement.

Bidder may include additional information as an appendix to its Bid if the Bidder believes that it will assist CRRA in evaluating its Bid.

## 7. NOTICE OF AWARD

When CRRA's Board of Directors has approved the selection of a Bidder to perform the Services, CRRA will send the successful Bidder a **Notice of Award**. Enclosed with the Notice of Award will be two copies of the Agreement for execution by the selected Bidder along with other documents that must be completed and returned to CRRA with the two executed counterparts of the Agreement. Presented in **Exhibit 13** is a sample of a Notice of Award.



**8. EXECUTION OF AGREEMENT**

The successful Bidder shall be required to enter into a non-negotiable agreement (“Agreement”) for the Services to be provided. Presented in **Attachment 1** of this RFB is the Agreement for *Operation, Maintenance and Transportation Services for the Stratford Intermediate Processing Center.*

**9. PERFORMANCE SECURITY**

The selected Contractor shall be required to provide performance security in the amount of \$25,000 in the form of a Letter of Credit (“LOC”). Reference Exhibit I of Attachment 1 of this RFB for the form of the LOC.

# EXHIBIT 1



## CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

### AGREEMENT FOR OPERATION, MAINTENANCE, AND TRANSPORTATION SERVICES FOR THE STRATFORD INTERMEDIATE PROCESSING CENTER

(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/proposer/statement of qualifications submitter 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 "Agreement for Operation, Maintenance and Transportation Services for the Stratford Intermediate Processing Center" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between [DATE] 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/statement of qualifications 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/statement of qualifications 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/qualifications 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

# EXHIBIT 1

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/statement of qualifications 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**

|  |
|--|
| Peter Egan, Environmental Affairs and Development Director |
| Tom Gaffey, Enforcement/Recycling Director                 |
| Virginia Raymond, Senior Analyst                           |
|  |
|  |

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

|   |
|---|
| Governor Dannel Mallory   |
| Senator Donald E. Williams, Jr., President Pro Tempore of the Senate                    |
| Senator John McKinney, Minority Leader of the Senate                                    |
| Representative Christopher G. Donovan, 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 \_\_\_\_\_ 20 **11**

\_\_\_\_\_  
 Notary Public/Commissioner of the Superior Court

# EXHIBIT 1

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, fiance 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.

## EXHIBIT 2



### AFFIDAVIT CONCERNING CONSULTING FEES

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder for an Agreement (the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am \_\_\_\_\_ (title) of \_\_\_\_\_ (firm name), an entity duly formed and existing under the laws of \_\_\_\_\_ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "Agreement for Operation, Maintenance and Transportation Services for the Stratford Intermediate Processing Center" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes<sup>1</sup> as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement<sup>2</sup> in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement<sup>2</sup> require that consultant pursue communications concerning business of CRRA, whether or not direct contact with CRRA, a CRRA official, a CRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement<sup>2</sup> during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

<sup>1</sup> Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

<sup>2</sup> Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

## EXHIBIT 2

**TABLE 1: Disclosure of Consulting Agreements**

(If Contractor has not entered into any consulting agreements<sup>2</sup> in connection with the Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")

|   |                              |                             |
|---|------------------------------|-----------------------------|
| Name of Consultant:   |                              |                             |
| Name of Consultant's Firm:  |                              |                             |
| Description of the Basic Terms of the Consulting Agreement:   |                              |                             |
| Brief Description of the Services Provided:   |                              |                             |
| Is the Consultant a Former State Employee or Public Official?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <b>If the answer to the question above concerning whether or not the consultant is a former state employee or public official is "Yes," the following information must be provided.</b> |                              |                             |
| Name of Former Agency:  |                              |                             |
| Date Employment Terminated:   |                              |                             |

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 11

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

\_\_\_\_\_  
Commission Expiration Date

**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](http://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.



## EXHIBIT 4



# BID FORM

**PROJECT:** SWEROC

**RFB NUMBER:** 11-OP-006

**CONTRACT FOR:** Operation, Maintenance and Transportation Services for the Stratford Intermediate Processing Center

**BID SUBMITTED TO:** Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> 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 Agreement and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for ninety (90) days after the bid due date.

If CRRA issues a Notice Of Award to Bidder, Bidder shall within ten (10) days after the date thereof:

- (a) Execute and deliver to CRRA the required number of counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
- (c) Execute and deliver to CRRA the Affidavit Concerning Consulting Fees;
- (d) Deliver to CRRA the requisite certificates of insurance;

## EXHIBIT 4

- (e) 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
- (f) Satisfy all other conditions of the Notice Of Award.

### 3. BIDDER'S OBLIGATIONS

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

- (a) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the Bid Price and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) At the request of CRRA and if the successful Bidder qualifies, to apply with the State of Connecticut Department 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 NON-NEGOTIABILITY OF THE AGREEMENT

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB Package Documents, are non-negotiable, and 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 Bid Price 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 of Documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

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

## EXHIBIT 4

- (b) Without exception 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 SITE CONDITIONS**

In submitting this Bid, Bidder acknowledges and agrees that:

- (i) Bidder is solely responsible for investigating and satisfying itself as to all actual and existing Facility layout and conditions; and
- (j) Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Services.

### **7. 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.

## EXHIBIT 4

### 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 Package of Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

## EXHIBIT 4

### 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 with any other bidder; 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 4.3 [SEEC Form 11] of the RFB Package Documents.

### 13. ATTACHMENTS

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

- (a) The completed Bid Price Form (Exhibit 5 to the RFB Package of Documents);
- (b) The completed Business Information Form (Exhibit 6 to the RFB Package of Documents);
- (c) The completed Background and Experience Form Exhibit 7 to the RFB Package of Documents);
- (d) The completed Background Questionnaire Form (Exhibit 8 to the RFB Package of Documents);
- (e) The completed References Form (Exhibit 9 to the RFB Package of Documents);

## EXHIBIT 4

- (f) The completed Compliance History Form (Exhibit 10 to the RFB Package of Documents);
- (g) The Affidavit Concerning Nondiscrimination that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court (Exhibit 11 to the RFB Package of Documents);
- (h) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder (Exhibit 12 to the RFB Package of Documents; and
- (i) A copy of the Bidder's up-to-date certificate of insurance showing all insurance coverages required by Section 6.1 of the Agreement.

### 14. NOTICES

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

|                       |  |
|-----------------------|--|
| Bidder Name:          |  |
| Bidder Contact:       |  |
| Title:                |  |
| Street Address:       |  |
| Street Address:       |  |
| City, State, Zip Code |  |
| 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.

# EXHIBIT 4

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 20 11

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

# EXHIBIT 5 BID PRICE FORM

This pricing form is comprised of two parts:

1. Part 1 - Annual Fixed O&M Fee

Price shall include all of the administrative support, personnel, rolling stock equipment, including front-end loader(s) and operator(s), insurance and all other materials, supplies and items needed to perform the O&M Services.

2. Part 2 - Transportation Fee

Price shall be based on the Bidder providing all of the Transportation Services including the 100 cubic yard trailers and trucks, fuel, drivers, and other materials and supplies needed to transport Acceptable Recyclables from the Stratford IPC to the Mid-Conn RRC.

## **PART 1**

A. Annual Fixed O&M Fee

The current hours of operation at the Stratford IPC are 7:00 a.m. to 5:00 p.m., Monday through Friday. CRRA is consulting with SWEROC to determine if such hours can be changed to 7:00 a.m. to 3:00 p.m., Monday through Friday. Therefore, Bidder shall provide an Annual O&M Fee based on the current hours of operation and an Annual O&M Fee that will apply if operating hours are changed to 7:00 a.m. to 3:00 a.m., Monday through Friday.

1. For the Services associated with the O&M of the Stratford IPC, CRRA shall pay Contractor, in the manner provided in the Agreement, an Annual Fixed O&M Fee for the First Operating Year of:

- (a) The following Annual O&M Fee shall apply if the hours of operation at the Stratford IPC are 7:00 a.m. – 5:00 p.m., Monday through Friday:

\$ \_\_\_\_\_

- (b) The following Annual O&M Fee shall apply if the hours of operation at the Stratford IPC are changed to 7:00 a.m. – 3:00 p.m., Monday through Friday:

\$ \_\_\_\_\_

2. The Annual Fixed O&M Fee set forth above shall be adjusted annually (on



July 1 of each Operating Year) to reflect one-hundred percent (100%) of the annual change in the Consumer Price Index ("CPI") for All Urban Consumers (Cross Classification of Region and Population Size Class, Northeast/Size Class C Index, All Items) (1982-84=100) as published by U.S. Department of Labor, Bureau of Labor Statistics.

## **PART 2**

### A. Transportation Fee from Stratford IPC to Mid-Conn RRC

1. For the Services associated with transporting Acceptable Recyclables from the Stratford IPC to the Mid-Conn RRC, CRRA shall pay Contractor, in the manner provided in the Agreement, a Transportation Fee for each ton of Acceptable Recyclables transported as indicated below:

\$ \_\_\_\_\_

Contract Year 1: July 1, 2011 – June 30, 2012

2. The Transportation Fee set forth above shall be adjusted annually (on July 1 of each Operating Year) to reflect one-hundred percent (100%) of the annual change in the Consumer Price Index ("CPI") for All Urban Consumers (Cross Classification of Region and Population Size Class, Northeast/Size Class C Index, All Items) (1982-84=100) as published by U.S. Department of Labor, Bureau of Labor Statistics.
3. The above per ton Transportation Fee shall be adjusted monthly based on the change in the Bureau of Labor Statistic Average Price Data, Series ID APU010074717, Northeast Urban, Automotive Diesel Fuel as presented in Table 1 below. The Index is normally updated around the 15<sup>th</sup> of each month with the previous month's average price/gallon data. Therefore, when preparing its monthly invoice for transportation Services, Contractor shall use the average price/gallon posted by the Bureau of Labor Statistics for the previous month. For example, when calculating the per ton transportation rate for transportation Services performed in the month of July, Contractor shall use the Index average price/gallon posted on the Bureau of Labor Statistics web site on or about July 15, which will be the average price/gallon for the previous month of June.

(Remainder of page intentionally left blank.)

**TABLE 1 - STRATFORD IPC ACCEPTABLE RECYCLABLES TRANSPORTATION FUEL ADJUSTMENT TABLE**

| Average Price/Gallon <sup>1</sup> | Increase/Decrease in per ton Transportation | Average Price/Gallon <sup>1</sup> | Increase/Decrease in per ton Transportation | Average Price/Gallon <sup>1</sup> | Increase/Decrease in per ton Transportation |
|-----------------------------------|---|-----------------------------------|---|-----------------------------------|---|
| \$2.400 - \$2.499                 | (\$2.60)                                    | \$4.000 - \$4.099                 | \$1.00                                      | \$5.600 - \$5.699                 | \$4.40                                      |
| \$2.500 - \$2.599                 | (\$2.40)                                    | \$4.100 - \$4.199                 | \$1.20                                      | \$5.700 - \$5.799                 | \$4.60                                      |
| \$2.600 - \$2.699 <sup>2</sup>    | (\$2.20)                                    | \$4.200 - \$4.299                 | \$1.40                                      | \$5.800 - \$5.899                 | \$4.80                                      |
| \$2.700 - \$2.799                 | (\$2.00)                                    | \$4.300 - \$4.399                 | \$1.60                                      | \$5.900 - \$5.999                 | \$5.00                                      |
| \$2.800 - \$2.899                 | (\$1.80)                                    | \$4.400 - \$4.499                 | \$1.80                                      | \$6.000 - \$6.099                 | \$5.20                                      |
| \$2.900 - \$2.999                 | (\$1.60)                                    | \$4.500 - \$4.599                 | \$2.00                                      | \$6.100 - \$6.199                 | \$5.40                                      |
| \$3.000 - \$3.099                 | (\$1.40)                                    | \$4.600 - \$4.699                 | \$2.20                                      | \$6.200 - \$6.299                 | \$5.60                                      |
| \$3.100 - \$3.199                 | (\$1.20)                                    | \$4.700 - \$4.799                 | \$2.40                                      | \$6.300 - \$6.399                 | \$5.80                                      |
| \$3.200 - \$3.299                 | (\$1.00)                                    | \$4.800 - \$4.899                 | \$2.60                                      | \$6.400 - \$6.499                 | \$6.00                                      |
| \$3.300 - \$3.399                 | (\$0.80)                                    | \$4.900 - \$4.999                 | \$2.80                                      | \$6.500 - \$6.599                 | \$6.20                                      |
| \$3.400 - \$3.499                 | (\$0.60)                                    | \$5.000 - \$5.099                 | \$3.00                                      | \$6.600 - \$6.699                 | \$6.40                                      |
| \$3.500 - \$3.599                 | \$0.00                                      | \$5.100 - \$5.199                 | \$3.20                                      | \$6.700 - \$6.799                 | \$6.60                                      |
| \$3.600 - \$3.699                 | \$0.20                                      | \$5.200 - \$5.299                 | \$3.40                                      | \$6.800 - \$6.899                 | \$6.80                                      |
| \$3.700 - \$3.799                 | \$0.40                                      | \$5.300 - \$5.399                 | \$3.80                                      | \$6.900 - \$6.999                 | \$7.00                                      |
| \$3.800 - \$3.800                 | \$0.60                                      | \$5.400 - \$5.499                 | \$4.00                                      | \$7.000 - \$7.099                 | \$7.20                                      |
| \$3.900 - \$3.999                 | \$0.80                                      | \$5.500 - \$5.599                 | \$4.20                                      | \$7.100 - \$7.099                 | \$7.40                                      |

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

<sup>2</sup> In the event that the average price per gallon exceeds \$7.099 or is less than \$2.400, a \$0.20 per ton adjustment will be added or subtracted for each additional \$0.10 increase or decrease.

# EXHIBIT 6



## BUSINESS INFORMATION FORM

Bidder (hereinafter collectively referred to as "Contractor" must provide the information requested in the following sections.

### 1. CONTRACTOR INFORMATION

|   |                        |  |   |
|---|------------------------|--|---|
| Name of Entity:   |                        |  |   |
| Central Office/<br>Headquarters<br>Address:   | Address 1:             |  |   |
|   | Address 2:             |  |   |
|   | City, State, Zip Code: |  |   |
| Servicing Office<br>Address (if<br>different than<br>Central Office/<br>Headquarters<br>Address): | Address 1:             |  |   |
|   | Address 2:             |  |   |
|   | City, State, Zip Code: |  |   |
| Name of Parent Company (if any):  |                        |  |   |
| Entity's Legal Structure:   |                        | <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other | <input type="checkbox"/> Joint Venture <input type="checkbox"/> Public Entity |
| State in Which Entity is Legally Organized:   |                        |  |   |
| Year Entity Started:  |                        | Number of Employees:   | Number of Offices:  |
| Location(s) of Offices<br>(City and State):   |                        |  |   |
| Brief History of the Entity:  |                        |  |   |

## EXHIBIT 6

|   |  |
|---|--|
| Overview of Entity's Principal Lines of Work: |  |
|---|--|

### 2. SUBCONTRACTOR INFORMATION

|  |                          |                          |
|--|--------------------------|--------------------------|
|  | Yes                      | No                       |
| Will Contractor <b>subcontract</b> with entities for significant portions of the Services? | <input type="checkbox"/> | <input type="checkbox"/> |

If Contractor answered "yes" to the above question, provide the following information concerning the subcontractors. If Contractor will subcontract with more than three entities, copy this page of the Form and provide the requested information on the additional subcontractors.

| Subcontractor 1  |  |
|--|--|
| Name of Entity:  |  |
| Street Address 1:  |  |
| Street Address 2:  |  |
| City, State, Zip Code:   |  |
| Telephone Number:  |  |
| Fax Number:  |  |
| Provide brief description of specific role Subcontractor 1 will have in providing the Work/Services. |  |
|  |  |

# EXHIBIT 6

| Subcontractor 2  |  |
|--|--|
| Name of Entity:  |  |
| Street Address 1:  |  |
| Street Address 2:  |  |
| City, State, Zip Code:   |  |
| Telephone Number:  |  |
| Fax Number:  |  |
| Provide brief description of specific role Subcontractor 2 will have in providing the Work/Services. |  |
|  |  |

| Subcontractor 2  |  |
|--|--|
| Name of Entity:  |  |
| Street Address 1:  |  |
| Street Address 2:  |  |
| City, State, Zip Code:   |  |
| Telephone Number:  |  |
| Fax Number:  |  |
| Provide brief description of specific role Subcontractor 2 will have in providing the Work/Services. |  |
|  |  |

## EXHIBIT 6

### 3. **KNOWLEDGE, CAPABILITY AND EXPERIENCE**

Describe bidder's knowledge, capability and experience in providing services similar to the services addressed in this RFB. Specifically describe services regarding operation and maintenance of transfer stations or similar waste management facilities and transportation of waste materials .

EXHIBIT 7



**BACKGROUND AND EXPERIENCE FORM**

In the space below, summarize services provided of a similar nature to that specified in the Contract Documents which has been performed by the bidder and which will enable CRRA to evaluate the experience and professional capabilities of the Bidder.

[Attach Additional Pages If Necessary]

A large, empty rectangular box with a thin black border, intended for the bidder to provide a summary of services.

# EXHIBIT 8



## 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 the following ever been the subject of a <b>criminal</b> investigation?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</li> </ul> <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 1B 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>1B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 1B, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 1B, proceed to Question 2.</i></p>  | <input type="checkbox"/> | <input type="checkbox"/> |



## EXHIBIT 8

|  |                          |                          |
|--|--------------------------|--------------------------|
| <p>2. Has the Contractor or any of the following ever been the subject of a <b>civil</b> investigation<sup>1</sup>?</p> <p>(a) A principal of the Contractor;<br/>         (b) An owner of the Contractor;<br/>         (c) An officer of the Contractor;<br/>         (d) A partner in the Contractor;<br/>         (e) A director of the Contractor; or<br/>         (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</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; the status of the investigation; and the outcome 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 any of the following has an ownership interest of 50% or more in such entity ever been the subject of a <b>criminal</b> investigation?</p> <p>(a) A principal of the Contractor;<br/>         (b) An owner of the Contractor;<br/>         (c) An officer of the Contractor;<br/>         (d) A partner in the Contractor;<br/>         (e) A director of the Contractor; or<br/>         (f) A stockholder of the Contractor.</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 3B 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"/> |
| <p>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p>   | <input type="checkbox"/> | <input type="checkbox"/> |

<sup>1</sup> The phrase "civil investigation" means an investigation undertaken by a governmental entity (e.g., federal, state or municipal) that has investigative and enforcement authority (e.g., the Office of the Connecticut Attorney General, the Connecticut Ethics Commission, the Connecticut Elections Enforcement Commission, the federal Securities and Exchange Commission).

## EXHIBIT 8

|  |                          |                          |
|--|--------------------------|--------------------------|
| <p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a <b>civil</b> investigation<sup>1</sup>?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor.</li> </ul> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 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; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation..</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</li> </ul> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>  | <input type="checkbox"/> | <input type="checkbox"/> |

**CERTIFICATION**

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 \_\_\_\_\_ 20 **11**

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

# EXHIBIT 9



## REFERENCES FORM

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

### REFERENCE 1

|   |  |
|---|--|
| Name of Person:   |  |
| Title:  |  |
| Name of Business:                                       |  |
| Address:  |  |
| Telephone Number:                                       |  |
| Brief Description Of Work Performed/ Services Provided: |  |

### REFERENCE 2

|   |  |
|---|--|
| Name of Person:   |  |
| Title:  |  |
| Name of Business:                                       |  |
| Address:  |  |
| Telephone Number:                                       |  |
| Brief Description Of Work Performed/ Services Provided: |  |

# EXHIBIT 9

## REFERENCE 3

|   |  |
|---|--|
| Name of Person:   |  |
| Title:  |  |
| Name of Business:   |  |
| Address:  |  |
| Telephone Number:   |  |
| Brief Description Of<br>Work Performed/<br>Services Provided: |  |

# EXHIBIT 10



## COMPLIANCE HISTORY FORM

This form must be prepared 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").

Fill out the Form below. If you answer "yes" to any of the questions, you must complete the Table Of Enforcement Actions on the following page.

|    |  | Yes                      | No                       |
|----|--|--------------------------|--------------------------|
| 1. | During the five years immediately preceding submission of this Bid, has the Contractor been convicted in any jurisdiction of a criminal violation of any environmental law?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | During the five years immediately preceding submission of this Bid/Proposal/Statement Of Qualifications, has a civil penalty been imposed upon the Contractor in any state, including Connecticut, or federal judicial proceeding for any violation of an environmental law?                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | During the five years immediately preceding submission of this Bid/Proposal/Statement Of Qualifications, has a civil penalty exceeding five thousand dollars been imposed on the Contractor in any state, including Connecticut, or federal administrative proceeding for any violation of an environmental law? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | During the five years immediately preceding submission of this Bid/Proposal/Statement Of Qualifications, has any state, including Connecticut, or federal court issued any order or entered any judgment to the Contractor concerning a violation of any environmental law?                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | During the five years immediately preceding submission of this Bid/Proposal/Statement Of Qualifications, has any state, including Connecticut, or federal administrative agency issued any order to the Contractor concerning a violation of any environmental law?  | <input type="checkbox"/> | <input type="checkbox"/> |

EXHIBIT 10

TABLE OF ENFORCEMENT ACTIONS

| Type Of Action | Date | Jurisdiction | Case/Docket Number | Description Of Violation |
|----------------|------|--------------|--------------------|--------------------------|
|                |      |              |                    |                          |
|                |      |              |                    |                          |
|                |      |              |                    |                          |
|                |      |              |                    |                          |
|                |      |              |                    |                          |

This Form may be duplicated if additional space is required.

EXHIBIT 11



**AFFIDAVIT CONCERNING  
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid to the Connecticut Resources Recovery Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am \_\_\_\_\_ (title) of \_\_\_\_\_ (firm name), an entity duly formed and existing under the laws of \_\_\_\_\_ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

- 1. Contractor seeks to enter into the "Agreement for Operation, Maintenance, and Transportation Services for the Stratford Intermediate Processing Center" (the "Agreement") with the Connecticut Resources Recovery Authority; and
- 2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 11

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

\_\_\_\_\_  
Commission Expiration Date

# EXHIBIT 12



## 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?<br><i>If you answered "Yes" to Question 1, skip to Question 2.</i><br><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 style="width: 100px;" type="text"/>  |                          |                          |
| 2. Is the Contractor a Small Business Enterprise based on the criteria in Schedule A?<br><i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3.</i><br><i>If you answered "No" to Question 2, skip to Question 3.</i>          | <input type="checkbox"/> | <input type="checkbox"/> |
| 2A. Is the Contractor certified by DAS as a Small Business Enterprise? <sup>1</sup>  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the Contractor a Minority Owned Business Enterprise based on the criteria in Schedule B?<br><i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4.</i><br><i>If you answered "No" to Question 3, skip to Question 4.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3A. Is the Contractor certified by DAS as a Minority Owned Business Enterprise? <sup>1</sup>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Does the Contractor have an Affirmative Action Plan? <sup>2</sup><br><i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5.</i><br><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?<br><i>If you answered "Yes" to Question 9, proceed to Question 9A.</i><br><i>If you answered "No" to Question 9, you are finished with the questionnaire.</i>  | <input type="checkbox"/> | <input type="checkbox"/> |



## EXHIBIT 12

9A. How many subcontractors will be involved?

### 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

### FOOTNOTES

- <sup>1</sup> If the Contractor answered "yes" to Question 2A and/or 3A, Contractor must attach a copy of its DAS Set-Aside Certificate to this Questionnaire.
- <sup>2</sup> If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds Fifty Thousand Dollars (\$50,000.00) in any fiscal year, and the Contractor has fifty (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 BUSINESS ENTERPRISE

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

1. Has been doing business under the same ownership or management and has maintained its principal place of business in the Connecticut for at least one year immediately prior to the issuance of the Request For Bids/ Proposals/Qualifications;
2. Has had gross revenues not exceeding fifteen million dollars (\$15,000,000) during its most recent fiscal year; and
3. At least 51% of the ownership of the Contractor is held by a person(s) who exercises the operational authority over daily affairs of the business and has the power to direct policies and management and receives beneficial interests of the business.

### SCHEDULE B CRITERIA FOR A MINORITY OWNED BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Minority Owned Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Business Enterprise;
2. At least 51% of the ownership of the Contractor by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies and receives the beneficial interests of the business;
3. A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

### CONNECTICUT GENERAL STATUTES SECTION 46a-68b

As used in this section and sections 4a-60, 4a-60a, 4a-60g, 4a-62, 46a-56 and 46a-68c to 46a-68k, inclusive: "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

## EXHIBIT 13



# NOTICE OF AWARD

**TO:** [NAME OF SUCCESSFUL BIDDER'S CONTACT]  
[NAME OF SUCCESSFUL BIDDER]  
[ADDRESS OF SUCCESSFUL BIDDER]

**PROJECT:** SWEROC

**RFB NO.:** FY11-OP-006

**CONTRACT:** Agreement for Operation, Maintenance, and Transportation Services for the Stratford Intermediate Processing Center

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 Services are more particularly described in the "Agreement for Operation, Maintenance, and Transportation Services for the Stratford Intermediate Processing Center" (the "Services").

You are hereby notified that your firm has been selected to perform the Services for the Stratford IPC Compensation at which you will be reimbursed the operation, maintenance and transportation Services is as specified in **Exhibit B** of the Agreement.

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

- (a) Execute the two the attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes signing the Agreement (Page ), printing the signer's name under the signature line (Page ) and printing the signer's title following the word "Its" (Page );
- (b) Execute and notarize the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Execute and notarize the attached Certification Concerning Consulting Fees;
- (d) Deliver to CRRA the requisite certificates of insurance;
- (e) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and

EXHIBIT 13

(f) Satisfy all other conditions set forth herein.

As you have agreed, the terms and conditions of the Agreement, as attached, are non-negotiable.

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 at the following address:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, CT 06103  
Attention: Ronald Gingerich

Dated this \_\_ day of \_\_, 2011.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Virginia Raymond  
Title: Senior Analyst

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

By:

Signature: \_\_\_\_\_

Name (print/type): \_\_\_\_\_

Title: \_\_\_\_\_

# **ATTACHMENT 1**

**AGREEMENT FOR OPERATION, MAINTENANCE AND  
TRANSPORTATION SERVICES FOR THE  
STRATFORD INTERMEDIATE PROCESSING CENTER**

**BETWEEN**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**AND**

[

]

**AGREEMENT FOR OPERATION, MAINTENANCE AND TRANSPORTATION  
SERVICES FOR THE STRATFORD INTERMEDIATE PROCESSING CENTER**

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**EXHIBITS TO THE AGREEMENT FOR OPERATION AND MAINTENANCE OF THE  
STRATFORD INTERMEDIATE PROCESSING FACILITY**

Exhibit A – Scope of Services

Exhibit B – Stratford IPC Compensation

Exhibit C - Emergency Notification Procedures

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Exhibit E – Certification Concerning Nondiscrimination

Exhibit F – Certification Concerning Consulting Fees

Exhibit G – Contractor’s Certification Concerning Gifts

Exhibit H – President’s Certification Concerning Gifts

Exhibit I – Performance Security

This AGREEMENT FOR OPERATION, MAINTENANCE AND TRANSPORTATION SERVICES FOR THE STRATFORD INTERMEDIATE PROCESSING CENTER (this "Agreement") is made by and between 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 \_\_\_\_\_ (the "Contractor"), a Connecticut \_\_\_\_\_, having a principal place of business at \_\_\_\_\_.

### **PRELIMINARY STATEMENT**

CRRA is the owner of the Stratford Intermediate Processing Center (the "Stratford IPC" or "Facility") located at 1410 Honeyspot Road Extension, Stratford, Connecticut. Since 1992 the Stratford IPC has been used to accept, process and market Acceptable Recyclables on a dual-stream basis. CRRA is in the process of assessing its options for the conversion of the Stratford IPC from a dual-stream to a single-stream recyclables processing facility. During this period of assessment, CRRA wishes to operate the Stratford IPC for an interim period of time as a recycling transfer station. Therefore CRRA now desires to enter into this Agreement with Contractor in order to have Contractor provide operation, maintenance and transportation services associated with the operation of the Stratford IPC as a recycling transfer station.

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

### **ARTICLE 1 DEFINITIONS AND REPRESENTATIONS**

#### **1.1. DEFINITIONS**

**"Act of Bankruptcy"** means a situation in which (i) Contractor files a voluntary petition in bankruptcy or is adjudicated as bankrupt or insolvent, or files any petition or answer or consent seeking any reorganization, arrangement, moratorium, composition, readjustment, liquidation, dissolution or similar relief for itself under the present or any future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, conservator or liquidator of Contractor or of all or any substantial part of its properties (the term "acquiesce," as used in this definition, includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree within fifteen (15) days after entry of such order, judgment or decree); (ii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Contractor seeking a reorganization, arrangement, moratorium, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act, or any other present or future Applicable Law relating to bankruptcy, insolvency or other relief for debtors, and Contractor acquiesces and such decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or a trustee, receiver, conservator or liquidator of Contractor is appointed with the consent or acquiescence of Contractor and such appointment remains unvacated and unstayed for



an aggregate of sixty (60) days, whether or not consecutive; (iii) Contractor states in writing its inability to pay its debts as they mature; (iv) Contractor gives notice to any Governmental Authority of insolvency or pending insolvency, or suspension or pending suspension of operations; (v) Contractor makes a general assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors (other than in the ordinary course of Contractor 's business); or (vi) Contractor is dissolved, liquidated, terminated or merged.

**“Acceptable Recyclables”** shall mean the following types of Solid Waste generated by and collected from residential, commercial, institutional and other establishments located within the corporate limits of any Participating Municipality, and deemed acceptable by CRRA in accordance with all Applicable Laws for processing and disposal: (i) all Acceptable Recyclables listed in the Procedures; and (ii) any other wastes deemed by CRRA in its sole discretion to be Acceptable Recyclables. Contractor shall not be entitled under this Agreement to accept any recyclables from any entity or governmental entity without the prior written approval of CRRA.

**“Affiliate”** means a Person that, directly or indirectly, controls or is controlled by, or is under common control with, Contractor.

**“Agreement”** means this Agreement For Operation, Maintenance, and Transportation Services for the Stratford Intermediate Processing Center between CRRA and Contractor, together with Exhibits A through I (inclusive) attached hereto and made a part hereof and any properly executed written amendments, modifications or supplements hereto.

**“Applicable Laws”** means any applicable statute, law, constitution, charter, ordinance, resolution, judgment, order, procedures, permits (including but not limited to Permits), decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall hereinafter be enacted, promulgated, issued or enforced by any judicial or governmental authority having jurisdiction.

**“As Is, Where Is Condition”** means CRRA makes no warranty, expressed or implied, regarding the condition of the Stratford IPC site, property and existing equipment and any effect it might have on Contractor’s ability to perform the Services required under this Agreement.

**“Bulky Waste”** means construction, demolition and/or land clearing debris.

**“Business Day”** shall mean any Monday, Tuesday, Wednesday, Thursday or Friday which is not a legal holiday observed by CRRA.

**“Change In Law”** shall mean the adoption, promulgation, issuance, modification, or official change in interpretation, after the Effective Date of this Agreement of a federal, state, city, or local law, ordinance, code, or regulation, rule, order or ruling by any federal, state, or local court, administrative agency or governmental body (except to the extent that such order or ruling is a result of the willful or negligent action or inaction of the party claiming such Change In Law) that imposes requirements or restrictions on: (i) the Contractor’s performance under this Agreement, provided however, that any requirement of any Permit related to Contractor’s performance under this Agreement which is based on existing law, ordinance, code, or regulation, rule, order, interpretation, or ruling by any federal, state, or local court, administrative agency or governmental body as of the Effective Date of this Agreement shall not be a Change

In Law; or (ii) CRRA's performance of its obligations under this Agreement. Provided, however, the party claiming excuse due to Change In Law does not instigate the Change In Law.

**"Commencement Date"** shall mean July 1, 2011.

**"Contaminated Soil"** includes soil derived from fuel tank excavation, sludge residue, steel casting sands, metal wash-down residue, rust/scale materials, foundry residue, grinding sludge and any other material deemed by CRRA in its sole discretion to be Contaminated Soil.

**"Contractor's Rolling Stock Equipment"** shall have the meaning as set forth in Section 2.1.10 of this Agreement.

**"CRRA System"** shall consist of all the components of CRRA's statewide waste disposal system located in the State of Connecticut, including but not limited to, CRRA landfills, transfer stations, recycling facilities and waste-to-energy plants.

**"Effective Date"** of this Agreement shall mean the date described in Section 8.31.

**"Event of Default"** shall mean any one or more of those events described in Article 7 hereof or identified as an Event of Default elsewhere in this Agreement.

**"Facility or Stratford IPC"** shall mean the Stratford Intermediate Processing Center located at 1410 Honeyspot Road Extension, Stratford, Connecticut, defined and treated herein as one operating system.

**"Hazardous Waste"** means any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (i) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and any regulations, rules or policies promulgated thereunder, (ii) defined as hazardous waste in Section 22a-115 of the Connecticut General Statutes, (iii) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated thereunder (all as amended or superseded from time to time, or (iv) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605(e), and any regulations, rules or policies promulgated thereunder, as any of the authority referred to in clauses (i) through (iv) may be amended or superseded from time to time; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (i), (ii) and (iv) as are customarily found in normal household, commercial and industrial waste to the extent such insignificant quantities are permitted by Applicable Law to be processed at the Facility. "Hazardous Waste" also includes such other waste deemed by CRRA in a commercially reasonable manner to be "Hazardous Waste."

**"Hauler Agreements"** shall mean the written agreements between CRRA and waste haulers under which haulers are authorized to deliver Acceptable Recyclables to the Stratford IPC.

**"Mid-Conn RRC"** means CRRA's Mid-Connecticut Regional Recycling Center located at 211 Murphy Road, Hartford, Connecticut.

**“Municipal Service Agreements”** shall mean the written agreements between CRRA and Connecticut municipalities and other governmental entities under which the Connecticut municipalities or governmental entities are authorized to deliver Acceptable Recyclables to the Stratford IPC.

**“Non-Conforming Waste”** shall mean waste materials that are not permitted by the Connecticut Department of Environmental Protection Permits and the Southwest Recycling Transfer Station Permitting, Disposal and Billing Procedures for acceptance at the Stratford IPC including but not limited to Bulky Waste, Unacceptable Waste, Special Waste, Hazardous Waste, Contaminated Soil, Scrap/Light Weight Metals, White Metals and Solid Waste.

**“Operating Year”** means each successive, twelve month period during the term of this Agreement, with the first Operating Year commencing July 1, 2011 and ending on the following June 30th, and with each subsequent Operating Year commencing on July 1 and ending on the following June 30. Where this Agreement specifies amounts or quantities with respect to an Operating Year, the amounts or quantities shall be prorated for any Operating Year which is less than a twelve month period.

**“Operation Problem, Shutdown or Upset Event”** shall mean a condition affecting the Stratford IPC that prevents the Contractor from accepting and transporting a portion or all of the Acceptable Recyclables that Contractor is required to accept and transport under this Agreement.

**“Participating Municipality”** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a municipal solid waste management services contract or made spot arrangements with CRRA for the processing and disposal of Acceptable Recyclables to the Stratford IPC.

**“Permits”** means all permits, consents, licenses, approvals or authorizations required by any governmental body having jurisdiction over the Stratford IPC or Services hereunder.

**“Person”** means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

**“Procedures”** shall mean CRRA’s Southwest Recycling Transfer Station Permitting, Disposal and Billing Procedures as may be amended from time to time at CRRA’s discretion.

**“Property or Site”** means the Stratford Intermediate Processing Center inclusive of the real property the Facility is situated.

**“Recycling Residue”** means Solid Waste remaining after the Recycling Facility or any Non-Project Recycling Facility has processed Solid Waste.

**“Request for Bids Package of Documents”** means the CRRA issued Request for Bids Number OP-11-006 dated March 7, 2011.

**“Scrap/Light Weight Metals”** means, but not limited to, the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by CRRA for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by CRRA in its sole discretion to be Scrap/Light Weight Metals.

**“Services”** shall mean any services provided by Contractor under this Agreement as further defined in Article 2 and Exhibit A of this Agreement.

**“Solid Waste”** shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, as amended or superseded from time to time, excluding semi-solid, liquid materials collected and treated in a water pollution abatement facility.

**“Special Waste”** means semi-solid and liquid Solid Waste derived from food or food by-products tires and Recycling Residue.

**“Standards”** shall mean the standards detailed in Section 2.1.2 herein.

**“Stratford IPC Compensation”** shall have the meaning as set forth in Article 3 and Exhibit B herein.

**“Ton”** means a "short ton", or 2,000 pounds.

**“Unacceptable Waste”** shall mean (i) explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, liquid waste (other than liquid Solid Waste derived from food or food by-products), and Hazardous Waste and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. 6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. seq., 42 U.S.C. 6901 et. seq.), all as amended or superceded from time to time, other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by Applicable Laws; (ii) any item of waste that is either smoldering or on fire; (iii) waste in quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil; (iv) any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the CRRA System (except for reasonable wear and tear), or the processing of which at the Facility would violate any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or Applicable Laws; (v) Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Waste; (vi) any other waste deemed by CRRA in its sole discretion for any reason to

be Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by CRRA to deliver such waste to the Stratford IPC. .

**“Uncontrollable Circumstances”** shall mean any event or condition, whether affecting the Stratford IPC, the CRRA System, CRRA or the Contractor that has, or may reasonably be expected to have, a material adverse effect on this Agreement or the Stratford IPC if such event or condition is beyond the reasonable control, and not the result of willful or negligent action or a lack of reasonable diligence, of the party (the “Non-Performing Party”) relying thereon as a justification for not performing any obligation or complying with any condition required of such party hereunder, for delaying such performance or compliance or for an adjustment to the the Stratford IPC Compensation and said event or condition continues notwithstanding the Non-Performing Party’s reasonable efforts to correct or eliminate such act or event thereof and the Non-Performing Party’s best efforts to minimize the cost consequences of such act or event. The following events shall, if they meet the requirements of the preceding sentence, constitute Uncontrollable Circumstances:

- (a) an act of God, storm, flood or similar occurrence (except for weather conditions normal for the area), landslide, earthquake, fire or other casualty, an act of general arrest or restraint of government and people, civil disturbance, terrorist act or similar occurrence;
- (b) the order or judgment of any federal, state or local court, Arbitrator, Arbitration Panel, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or lack of reasonable diligence of the Non-Performing party;
- (c) a Change In Law;
- (d) the failure of the jurisdiction in which the Stratford IPC is situated or the appropriate federal or state agencies or public utilities having operational jurisdiction in the area of the Stratford IPC to provide and maintain all utilities, services, sewerage and water lines to the Stratford IPC;
- (e) a failure to obtain or maintain any essential permit or license from any governmental unit related to the Stratford IPC; and
- (f) strikes, work stoppages, secondary boycotts or walkouts, by the employees of entities other than the Contractor or Affiliates of the Contractor.

The following events shall NOT constitute Uncontrollable Circumstances: (i) delivery of loads of Non-Conforming Waste; (ii) scale malfunctions at the Stratford IPC; (iii) equipment malfunctions; (iv) violations of the delivery standards; (v) trailer switch outs; (vi) tractor/trailer malfunctions; (vii) hydraulic leaks; (viii) frozen or stuck loads of waste; (ix) highway or road shutdowns; and (x) strikes, work stoppages, secondary boycotts or walkouts, by the employees of the Contractor or employees of the Affiliates of the Contractor.

**“Week”** shall mean each successive, seven day period during the term of this Agreement, except that the first week shall begin on the Commencement Date and end at 00:00

hours military time on the Monday immediately following the Commencement Date, and each subsequent Week shall commence on Monday at 00:00 hours military time and end at 00:00 hours military time the immediately following Monday.

“**White Metals**” means large appliances or machinery, refrigerators, freezers, gas/electric stoves, dishwashers, clothes washers and dryers, microwaves, copiers, computers, vending machines, air conditioners, industrial equipment and venting hood fans, and any other materials deemed by CRRA in its sole discretion to be White Metals.

## **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 as of the Commencement Date;
- (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;
- (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; and

## **1.3. COVENANTS AND REPRESENTATIONS**

### **1.3.1. Covenants and Representations of Contractor**

Contractor represents, warrants and covenants to CRRA that:

- (a) Contractor is a **[Corporation, LLC, Partnership, as applicable]** 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. 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. 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, 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. 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.
- (b) Contractor is not currently in breach of or in default under any Applicable Laws that would materially adversely affect Contractor's ability to perform hereunder, and Contractor has obtained all required Permits, approvals, and registrations necessary to perform its obligations hereunder.
- (c) 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 Contractor, threatened against Contractor, from which an unfavorable decision, ruling or finding would materially adversely affect or enjoin the performance by Contractor of its obligations 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 financial condition, or any other agreement or instrument entered into by Contractor in connection with the transaction contemplated hereby.
- (d) Contractor is capable of and shall diligently: (1) defend itself against any 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 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 its obligations and observe its covenants and representations hereunder; provided, however, that Contractor shall provide to CRRA written notice of all such actions, causes of

action and claims within seven (7) calendar days of Contractor's receipt or filing thereof, as the case may be.

- (e) 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 configuration of the Stratford IPC; 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. Contractor agrees to accept the condition of the Stratford IPC in its As Is, Where Is Condition, and Contractor agrees to perform the Services with the foregoing conditions of the Stratford IPC.
- (f) At the termination of this Agreement, Contractor shall turn over the Stratford IPC to CRRA in the same condition in which it was given to Contractor at the Commencement Date, less reasonable wear and tear.

### **1.3.2. 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, 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.

## **ARTICLE 2 SCOPE OF SERVICES**

### **2.1 SERVICES**

At the Commencement Date, Contractor shall begin to perform services under this Agreement for the Stratford IPC. At the Commencement Date, Contractor shall be responsible for: (i) performing the Services delineated by the particular description contained in this Article 2 and **Exhibit A** to enable it to manage, operate, and maintain the Stratford IPC, subject to the limitations set forth in Section 2.1.3 herein, to ensure the smooth operation and maintenance of the Stratford IPC as a recycling transfer station such that, at the termination of this Agreement, it is in the same condition as at the Commencement Date, less normal wear and tear; (ii) providing transportation services from the Stratford IPC of all Acceptable Recyclables to the Mid-Connecticut Regional Recycling Center (Mid-Conn RRC); (iii) providing the limited maintenance services described in Exhibit A and hereby made a part hereof (collectively the "Services"). Contractor shall retain and at all times assume the full risk of Contractor's Rolling Stock Equipment, any other Contractor equipment, and any third party's property that cannot be assigned to a particular party or actor. Contractor shall assume the full responsibility, financial and otherwise, for all unassigned damages at the Stratford IPC. Contractor shall not use the Stratford IPC or any parts thereof for any purpose other than for the performance of the Services under this Agreement. Contractor shall not conduct, or allow others to conduct, any activity at the Stratford IPC not specifically approved and authorized by CRRA in writing.

Following the Effective Date but prior to the Commencement Date, CRRA and Contractor shall perform a physical inspection of the Stratford IPC to identify pre-existing maintenance and/or repair items, if any. Following the physical inspection, items identified as pre-existing maintenance and/or repair activities, if any, shall be documented in writing and a copy of such writing shall be provided to Contractor. Contractor shall not be responsible for performing the maintenance or repair activities associated with the activities documented in the inspection document as of the Commencement Date.

#### **2.1.1 Labor and Materials**

Upon the Commencement Date, Contractor shall furnish all labor, administrative services, materials, fuel, supplies, tools, equipment, parts, facilities and any other property or thing necessary to perform the Services in accordance with this Agreement and shall be compensated therefore pursuant to the provisions in Section 3.1 and Exhibit B of this Agreement. Contractor shall provide all personnel necessary to properly perform the Services. All Contractor personnel shall be properly trained, 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, Procedures and with all rules and regulations of the Stratford IPC.

### **2.1.2 Performance Standards**

Contractor shall perform and complete the Services hereunder in accordance with: (1) all instructions, guidance and directions provided by CRRA to Contractor; (2) the terms and conditions of this Agreement, including all exhibits hereto; (3) all the terms and conditions of the Procedures as amended from time to time by CRRA at CRRA's sole discretion; (4) good engineering practices and good industry standards applicable to Contractor and its performance of the Services hereunder; (5) 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 (6) 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 Properties, CRRA, or Services (hereinafter collectively referred to as the "Standards"). Contractor shall perform the Services such that the Stratford IPC is operated and maintained, and a maximum amount of Acceptable Recyclables is transported, all in a manner that will maximize the economic benefit to CRRA and the services rendered by CRRA for and on behalf of the Participating Municipalities and other third party customers of the Stratford IPC.

### **2.1.3 Direction of Services**

CRRA may, when deemed necessary or desirable 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.

### **2.1.4 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. CRRA personnel may be stationed at the Stratford IPC at any time and shall have unobstructed access to the Stratford IPC at all times, and shall have unrestricted access to any part of the Stratford IPC to examine any activities of the Contractor, the source(s) of Acceptable Recyclables delivered to the Stratford IPC, the equipment, Property or facilities, and the operational and maintenance records which relate to the performance of the Services hereunder, without limitation. If, after any such inspection, CRRA is unsatisfied with Contractor's performance of any Services then CRRA may declare an Event of Default and/or direct Contractor to promptly correct and render such performance in conformance with the Standards.

### **2.1.5 Access**

CRRA hereby grants to Contractor limited access to those portions of the Stratford IPC Property necessary in order for Contractor to perform the Services as delineated in this Agreement and in particular Section 7 and 8 of Exhibit A. CRRA's granting to Contractor of the foregoing limited access is conditioned upon the following: (a)

Contractor shall not interfere with any other operations being conducted on the Stratford IPC Property by CRRA and/or any other CRRA agent; and (b) Contractor is in compliance with all of the terms and conditions of this Agreement. CRRA reserves the right to revoke the access granted to Contractor herein if Contractor fails to comply with the foregoing conditions of access.

CRRA and its representatives, contractors (other than Contractor) and any other Person claiming by and through CRRA with respect to the use or exercise of any of CRRA's rights, shall have all necessary access rights, and may keep and store at appropriate locations at the Facility all necessary vehicles, tools, supplies, equipment and other necessary materials. All real property at the Facility, including all land, buildings, structures, and improvements situated thereon, together with all building materials purchased for inclusion therein, is and will at all times during and after the term of this Agreement, be owned absolutely by CRRA without further act or deed on the part of any Person.

#### **2.1.6 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, communications with CRRA and other parties, interfacing with other CRRA contractors to ensure the smooth operation of the Stratford IPC, attendance at coordination meetings, and similar activities. 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.

#### **2.1.7 Change in Scope of Services**

CRRA reserves the right to determine during the term of this Agreement whether any revisions, modifications or changes to the scope of Services are necessary. In such event, and pursuant to CRRA's request, Contractor shall promptly commence and perform the work required to accommodate such revisions, modifications or changes, which work shall be performed by Contractor in accordance with the Standards unless otherwise agreed to in writing by CRRA and Contractor. If any adjustment(s) to the Stratford IPC Compensation is required, or if increased or decreased compensation to the Contractor is warranted as a result of such revisions, modifications or changes, CRRA and Contractor shall attempt to mutually agree in writing on the amount of such adjustment(s) or increased or decreased compensation provided that the values for the existing Services detailed in the Stratford IPC Compensation, to the extent applicable, shall be used to determine the appropriate increase or decrease for such adjustments or the amount of such modified compensation. 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) or modified compensation. If such disagreement is not resolved to the mutual satisfaction of CRRA and Contractor within

ten (10) calendar days after Contractor commences said work, the dispute will be resolved in accordance with and subject to Section 8.6 hereof.

CRRA does not guarantee any amount of recyclables to be transported from the Stratford IPC to the Mid-Conn RRC so any reduction in the amount of recyclables transported to the Mid-Conn RRC during the term of this Agreement shall NOT be a change in the scope of services for which Contractor may be compensated.

### **2.1.8 Operation Problem, Shutdown or Upset Event During Services**

To the extent Contractor becomes aware of an Operation Problem or Shutdown, or Upset Event during its performance of Services, the Contractor shall immediately advise CRRA by telephone, and immediately thereafter in writing, of such Operation Problem or Shutdown, or Upset Event, its effect on Contractor's Services and its probable duration. The Contractor shall use best efforts to resume normal operations of the Stratford IPC as soon as possible. During an Operation Problem, Shutdown, or Upset Event, Contractor shall accept and transport as much of the Acceptable Recyclables delivered to the Stratford IPC as possible. To the extent applicable, Contractor shall follow the emergency notification procedures contained in Section 8.1.3, Section 9 of Exhibit A and Exhibit C.

In the event there is a Facility disruption at the Stratford IPC or the Mid-Conn RRC for any reason, and CRRA needs additional services or assistance (eg: diversion of Acceptable Recyclables to other disposal and/or processing facilities) from Contractor, Contractor shall use its best efforts to provide CRRA any such requested services. Contractor's assistance shall only be utilized by CRRA on a short term or sporadic basis. Contractor's compensation for any such requested Services shall be the following: (i) if Contractor's conduct created the need for additional Services, then Contractor's compensation shall equal only the contractual compensation that Contractor is entitled to receive under this Agreement with CRRA; (ii) if Contractor's conduct was in no way connected with the need for the additional Services, then CRRA and Contractor shall attempt to mutually agree in writing on the amount of such adjustment(s) or increased or decreased compensation provided that the values for the existing Services detailed in the Stratford IPC Compensation, to the extent applicable, shall be used to determine the appropriate increase or decrease for such adjustments or the amount of such modified compensation.

### **2.1.9 Safety During Services**

Throughout its performance of Services, Contractor shall provide its equipment operators and personnel working at the Stratford IPC with all appropriate protective equipment, apparel, and training in accordance with Applicable Laws. The Contractor shall comply with all applicable lock-out and tag-out programs. The Contractor shall retain any equipment manufacturers' safety sheets and materials and provide training to appropriate personnel regarding the safe operation of equipment. The Contractor shall initiate and maintain safety plans and procedures to fully conform with the applicable provisions of Applicable Laws to prevent injury to persons or damage to property on, about, or adjacent to the sites and shall incorporate all such safety precautions, plans, procedures,

and programs in a written safety program manual for its workers and subcontractors. Contractor shall take all necessary steps to erect and maintain safeguards for the protection of its workers and subcontractors and the public. The Contractor shall take all steps possible to monitor all work areas and keep them free of health or safety hazards as well as keep all equipment in use at the Stratford IPC in safe operating condition.

#### **2.1.10 Contractor Equipment For Services.**

In order to perform the Services, Contractor shall provide and maintain at its own expense the rolling stock equipment needed to perform the Services (“Contractor’s Rolling Stock Equipment”) in accordance with the standards and requirements of this Agreement. Contractor shall operate the Contractor’s Rolling Stock Equipment on the Stratford IPC Property entirely at the Contractor’s own risk and CRRA shall not be responsible or liable for any damage to any of Contractor’s Rolling Stock Equipment on or off the Stratford IPC property. Contractor agrees to purchase and maintain, at its sole expense, the necessary insurance pursuant to Section 5.1 for the Contractor’s Rolling Stock Equipment it uses in its performance of Services under this Agreement.

#### **2.1.11 Inspections and Enforcement**

All deliveries of Acceptable Recyclables to the Stratford IPC must conform to the terms of the Procedures. Contractor agrees to operate the Stratford IPC so its operation conforms to the terms of said Procedures. CRRA shall retain the sole responsibility for enforcement activities at the Stratford IPC. Contractor shall cooperate with and assist CRRA in those enforcement activities. Contractor and CRRA shall inspect the Acceptable Recyclables delivered to the Stratford IPC to determine compliance with the delivery standards contained in the Procedures.

Contractor shall use its best efforts to identify all Non-Conforming Wastes and recyclables that are delivered to the Stratford IPC, and to prevent their entrance into the Facility. CRRA shall make the final determination on rejection of any loads of recyclables entering the Facility. For Non-Conforming Wastes and/or contaminated recyclables delivered to the Stratford IPC that are rejected by CRRA and cannot be returned to the entity that delivered them, the Contractor shall reload the Non-Conforming Waste and/or recyclables and have them removed from the Stratford IPC. CRRA shall issue a Notice of Violation (“NOV”) to all Haulers that are identified as having delivered Non-Conforming Wastes and/or recyclables to the Stratford IPC.

CRRA shall have the sole responsibility to enforce all provisions of the Municipal Service Agreements and Hauler Agreements against the municipalities and haulers and CRRA shall exercise its enforcement powers against the municipalities and haulers at CRRA’s sole and absolute discretion.

#### **2.1.12 CRRA’s Reserved Rights**

CRRA reserves for itself and its representatives, contractors (other than Contractor), and others claiming by and through CRRA, and shall at all times during the term of this Agreement, retain the following rights: (i) the right to use, or to allow any Person to

access and use the Facility for any purpose or use that does not interfere with Contractor's performance of the Services as permitted hereunder; (ii) the right to contract with any Person for any purpose concerning the Facility, so long as such purpose does not interfere with Contractor's performance of the Services as permitted hereunder; (iii) the right to make business and strategic decisions as CRRA deems appropriate from time to time in reference to the operation and maintenance of the Facility; (iv) the right to review and approve any and all specifications for improvements, repairs, replacements, and subcontractor services necessary in the performance of Services hereunder; and (v) any other power, authority, interest, privilege, license, franchise or other right, thing or activity of any kind or nature; provided that in each case the use or exercise of the same does not interfere with Contractor's performance of the Services as permitted hereunder or reduce the availability of the Facility or any part thereof for its intended purpose. CRRA shall retain overall supervision and control of the business, design, operating, management, transportation, marketing, planning and research and development functions to be carried out or to be performed by Contractor.

## **2.2 LICENSES AND PERMITS**

CRRA is and shall remain the permittee for all applicable Connecticut Department of Environmental Protection ("CTDEP") Permits for operation of the Stratford IPC. CRRA shall be responsible for the renewal of all CTDEP solid waste and stormwater Permits as required during the term of the Agreement. If any modification(s) to the foregoing CTDEP Permits or other CTDEP licenses for the Stratford IPC is deemed necessary by CRRA, CRRA, and not Contractor, shall apply for any such foregoing modification(s). During its performance under this Agreement, Contractor shall make all information available to CRRA as needed to support the maintenance of, and reporting requirements under such foregoing CTDEP Permits. CRRA, and not the Contractor, shall submit any reports required as a result of the CTDEP Permits, including all operational reporting information and annual operations reports.

Except for the CTDEP solid waste Permits and stormwater Permits, all Permits, licenses, and certifications necessary for Contractor's performance of the Services under this Agreement, including certifications and licenses for Contractor's staff and equipment, shall be obtained and maintained by the Contractor. Such foregoing licenses, Permits, and certifications include, but are not limited to, the Public Weighers License and waste facility operator certification prescribed in RCSA Section 22a-209-6. The revoking of any of the Contractor's licenses or Permits by the State of Connecticut, any local municipality or any other governmental body, shall not relieve the Contractor of its responsibility for performing the Services as set forth in the Agreement. The Contractor shall be responsible and indemnify CRRA for all costs, losses and liabilities associated with noncompliance of all Permits as a result of the Contractor's actions or inactions, including but not limited to, administrative fees, corrective actions, and attorneys' fees; provided, however, if such noncompliance is due directly to the fault of CRRA, CRRA shall be responsible for its share of such costs associated with said noncompliance.

All vehicles and equipment utilized by the Contractor in its performance of the Services shall be registered in accordance with the requirements of the State of Connecticut Department of Motor Vehicles and CRRA. Vehicles and equipment shall be operated by personnel with valid State of Connecticut operator's Permits and/or licenses as appropriate for the equipment in use.

**ARTICLE 3  
COMPENSATION AND PAYMENT**

**3.1 CONTRACTOR COMPENSATION FOR SERVICES**

**3.1.1 Compensation**

Upon the Commencement Date, Contractor's compensation under this Agreement shall consist of a fixed price for operation and maintenance of the Stratford IPC (the "Annual Fixed O&M Fee") and a per ton fee for each ton of Acceptable Recyclables transported from the Stratford IPC to the Mid-Conn RRC (the "Transportation Fee") as detailed in Exhibit B (together the "Stratford IPC Compensation"). The applicable Stratford IPC Compensation shall be payable as set forth in Section 3.1.2 below. Contractor's compensation for the Services under this Agreement shall not exceed the Stratford IPC Compensation amounts set forth in Exhibit B and Contractor acknowledges and agrees that the foregoing Stratford IPC Compensation constitutes the full compensation to Contractor under this Agreement and includes all expenses and costs, including but not limited to, any and all costs for labor, administrative services, vehicles, equipment, fuel, materials and the operation and maintenance of the Stratford IPC, all Contractor Rolling Stock Equipment, all vehicles and equipment owned by Contractor, to be incurred by Contractor in performing and completing such Services during any Operating Year. Under no circumstances shall CRRA pay to Contractor any other compensation whatsoever for performing and completing the Services hereunder.

**3.1.2 Payment Schedule**

Contractor shall submit all requests for payment for Services in writing to CRRA at monthly intervals, together with all appropriate support documentation reasonably necessary for CRRA's evaluation of Contractor's foregoing invoices. All monthly requests for payment shall include the following:

- the dates of the billing period;
- the CRRA contract number;
- the CRRA purchase order number;
- for the operation and maintenance of the Stratford IPC 1/12th of the prevailing Annual Fixed O&M Fee; and
- for the Transportation Fees, the number of tons of material hauled times the prevailing Transportation Fee. CRRA shall pay Contractor the Transportation Fee owed using the outbound Stratford IPC scale ticket data.

If CRRA determines in its sole discretion that the Services for which Contractor is requesting payment have been properly performed and completed in conformance with the Standards, then CRRA shall pay Contractor the requisite amount for such Services within thirty (30) days after CRRA's receipt of Contractor's written request. If, however, CRRA determines that any of the Services for which Contractor has requested payment are not in conformance with the Standards, then CRRA may, in its sole discretion, do the following: (i) withhold payment on the disputed amount of the requested payment, and

pay any undisputed amount of the requested payment; and/or (ii) set-off/reduce the value of Contractor's foregoing deficient Services from Contractor's requested Stratford IPC Compensation for said deficient Services. However, Contractor shall, at its sole cost and expense, take all action necessary to promptly render such Services in conformance with the Standards without any extension of or addition to any time schedules for the remaining Services and Contractor shall resubmit its invoice for said corrected Services in accordance herewith.

### **3.1.3 Accounting Obligations**

Contractor shall maintain books and accounts of the costs incurred by Contractor in performing the Services pursuant to this Agreement in accordance with generally accepted accounting principles and practices. During Contractor's normal business hours for the duration of this Agreement, CRRA shall have access to such books and accounts to the extent required to verify the costs incurred by Contractor under this Agreement. CRRA shall also have the right to audit the Contractor's books and accounts with respect to Contractor's performance under this Agreement. Contractor shall maintain the foregoing books and records for six years after the last day that Contractor completes its performance of the Services under this Agreement. This Section 3.1.3 shall survive the expiration or termination of this Agreement for six years after such expiration or termination.

## **ARTICLE 4 TERM OF AGREEMENT**

### **4.1 TERM OF THE AGREEMENT**

The term of this Agreement shall commence on the Commencement Date and shall terminate on June 30, 2014, unless otherwise terminated in accordance with the terms and conditions hereof.

### **4.2 TERMINATION BY CRRA FOR CONVENIENCE**

Commencing one year after the Commencement Date, CRRA may terminate this Agreement or any part of the Services for any reason or for no reason by giving at least 60 days prior written notice to the Contractor (if CRRA wishes to terminate upon completion of the first Operating Year, then CRRA shall provide Contractor written notice of such election 60 days prior to the end of the first Operating Year). If the Agreement is terminated under this Section 4.2, CRRA shall pay to the Contractor: (a) undisputed payments, if any, due and payable pursuant to this Agreement, for all Services properly performed in accordance with the Standards to the date of termination, incurred minus (b) the amount of any adjustments favorable to CRRA, including, but not limited to, any damages owed by Contractor to CRRA. Upon termination and payment of all sums due under this Section 4.2, all rights and obligations of the parties, except as otherwise specifically provided in the Agreement, shall cease with respect to this Agreement.

### **4.3 TIME IS OF THE ESSENCE**

For all aspects of this Agreement time is of the essence.



## **ARTICLE 5 INSURANCE**

### **5.1 REQUIRED INSURANCE**

Contractor shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following minimum insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial General Liability insurance alone or in combination with, Commercial Umbrella insurance with a minimum of ten million (\$10,000,000.00) dollars per occurrence for operation, maintenance and hauling/transportation services for the Stratford IPC for covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of ten million (\$10,000,000.00) dollars each accident (to include both bodily injury and property damage), with pollution coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90).
- (c) Workers' Compensation providing coverage for statutory limits in accordance with the workers' compensation laws of the State of Connecticut and Employers' Liability coverage with limits of one million (\$1,000,000.00) dollars "each" Accident, one million (\$1,000,000.00) dollars "Disease Policy Limit," and one million (\$1,000,000.00) dollars for disease "each" employee.
- (d) Property and equipment insurance covering all property and equipment owned or leased by the Contractor in performing any of the Services. Such property and equipment insurance shall be equal to the cash value of the Contractor owned or leased equipment. Contractor shall be responsible for any insurance deductible applicable to any property and equipment that is in the care of and used by Contractor (whether owned or leased by Contractor or CRRA) for the performance of Services during the term of this Agreement.
- (e) Contractors' Pollution legal liability insurance with a limit of one million (\$1,000,000.00) dollars.

### **5.2. CERTIFICATES OF INSURANCE**

On or before thirty (30) days prior to the Commencement Date, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 5.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 5.3 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 5.1 above, a certificate or certificates containing the information required by Section 5.3 below and certifying that such insurance has been renewed and remains in full force and effect. Further, it shall be an affirmative obligation of the Contractor to advise CRRA's Risk Manager at Fax No. 860-757-7740 and e-mail [lmartin@crra.org](mailto:lmartin@crra.org), within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

### **5.3. SPECIFIC REQUIREMENTS**

All policies for each insurance required hereunder shall: (i) name CRRA as an additional insured (this requirement shall not apply to workers' compensation insurance, employers' liability insurance or Contractor's property and equipment insurance); (ii) include a standard severability of interest clause; (iii) provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (iv) hold CRRA free and harmless from all subrogation rights of the insurer; and (v) provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance. CRRA may require Contractor to provide CRRA with copies of all policies required by this Article 5 for review by CRRA and its agents to verify conformance with the provisions of this Agreement.

### **5.4. ISSUING COMPANIES**

All insurance policies 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 are otherwise deemed acceptable by CRRA in its sole discretion.

### **5.5. OTHER CONDITIONS**

CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for: (i) the existence, non-existence, form or legal sufficiency of the insurance described on such certificate, (ii) the solvency of any insurer, or (iii) the payment of losses.

### **5.6. CONTRACTOR'S 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.

**5.7. DEDUCTIBLES**

The CRRA shall not be responsible in any way for any amount of any deductible or similar provision limiting or reducing coverage to any insurance required in this Article 5. If any Person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Contractor shall pay such deductible.

**5.8. PAYMENT BY CRRA**

Should Contractor fail to obtain, maintain or renew any of the insurance required by this Article 5, or to pay the premium therefore, then and in any of said events CRRA may, at its option, but without obligation to do so, upon one (1) Business Day prior notice to Contractor of CRRA's intention to do so, procure such insurance, and the amounts paid shall be deducted from any compensation due to Contractor hereunder.

**ARTICLE 6  
INDEMNIFICATION**

**6.1 CONTRACTOR'S INDEMNIFICATION**

Contractor shall at all times defend and indemnify CRRA and its directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, penalties, fines, violations, lawsuits, liabilities, workers' compensation payments and expenses (including but not limited to attorneys' fees and other professionals' fees and court costs) arising out of any material breach of this Agreement and any injuries to the person (including death), damage to property, or other damages and liabilities alleged to have been sustained by: (a) CRRA or any of its directors, officers, employees, agents or other contractors, (b) Contractor or any of its directors, officers, employees, agents, subcontractors or material men, 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, errors, omissions or negligence of Contractor or any of its directors, officers, employees, agents, subcontractors or material men. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, employees, agents, subcontractors or material men, or by faulty, defective or unsuitable material or equipment used by it or any of them. Contractor's obligations under this Section 6.1 shall survive the termination or expiration of this Agreement.

Contractor shall be liable for, and shall defend and indemnify CRRA for, any environmental contamination in or on the Stratford IPC site caused or worsened by Contractor or its agents during its performance of the Services.

**ARTICLE 7**  
**EVENTS OF DEFAULT AND TERMINATION**

**7.1. REMEDIES FOR DEFAULT**

Each party shall have the right to terminate this Agreement for cause where there is an Event of Default on the part of the other party as specifically provided in this Agreement.

If CRRA declares an Event of Default by Contractor, CRRA may elect not to immediately terminate this Agreement but to collect damages and/or fines in accordance with this Agreement. The failure of CRRA to terminate this Agreement immediately upon the occurrence of an Event of Default shall not limit or restrict in any way the right of CRRA to terminate this Agreement at a later time as a result of such occurrence.

In the event that Contractor fails to perform any of its obligations hereunder, or if an Event of Default by Contractor occurs, CRRA shall have the right, but not the obligation, to cure such failure or Event of Default. Contractor shall fully reimburse CRRA for any and all costs and expenses incurred by CRRA in taking such curative action, including but not limited to attorneys fees and court costs, within twenty (20) calendar days after Contractor's receipt of an invoice from CRRA for such costs and expenses. CRRA shall also have the right to set-off any amounts that Contractor may owe to CRRA against any amounts CRRA may owe to Contractor hereunder.

**7.2. EVENTS OF DEFAULT BY CONTRACTOR**

Each of the following shall constitute an Event of Default on the part of the Contractor if said Event of Default(s) is not cured by Contractor within the applicable time period provided for in Section 7.3 herein:

Contractor commits an Act of Bankruptcy;

- (a) Contractor's breach of its covenants, representations or equipment warranties hereunder;
- (b) Failure of Contractor to properly perform the Services, maintain and operate the Stratford IPC, or fulfill any of its obligations in accordance with the terms of this Agreement.
- (c) Failure of Contractor to properly maintain all Contractor Rolling Stock Equipment, property and vehicles in accordance with the Standards called for in the scope of Services for all applicable Services;
- (d) Contractor's use of any part of the Stratford IPC or any CRRA-owned equipment, materials or other property for any purpose other than those expressly authorized in this Agreement, including but not limited to, Contractor's arranging for or allowing any waste material to be delivered to the CRRA System which are not specifically authorized in writing by CRRA in advance and allowing or

conducting any activity at the Facility or in the CRRA System that is not expressly authorized by this Agreement;

- (e) Contractor's material failure to comply with any Applicable Laws;
- (f) Contractor's failure to cooperate fully in and to effect an orderly transfer of the Services and the operations therefore to a successor contractor or operator;
- (g) Contractor's failure to provide or maintain the insurance requirements required hereunder or to provide the notice required under Section 5.2 of this Agreement;
- (h) Contractor's disclosure of any information to a third party, including the press or other media, which is detrimental to or adversely affects the economic interests of CRRA, including but not limited to disclosing vehicle taring schedules to any third party, and/or Contractor's violation of its obligation to maintain the confidentiality of CRRA's proprietary information as set forth in Section 8.10 herein;
- (i) Contractor's and its subcontractor's use of CRRA-issued truck and trailer permits for any purpose other than the transportation of Acceptable Recyclables originating from the Stratford IPC.

### **7.3. CONTRACTOR'S RIGHT TO CURE**

Provided that the Contractor provides the continuous operation of the Stratford IPC as required under the Agreement, Contractor shall have a ten (10) calendar day cure period from the date Contractor receives from CRRA written notice of its breach of any provision of subsections (b), (c), (d), (e), (g), of Section 7.2 of this Agreement to remedy its breach of the Agreement.

Provided that the Contractor provides the continuous operation of the Stratford IPC as required under the Agreement, Contractor shall have a twenty-four (24) hour cure period from the date Contractor receives from CRRA written notice of its breach of any provision of subsection (f), (h) and (k) of Section 7.2 of this Agreement to remedy its breach of the Agreement.

Notwithstanding the foregoing, CRRA may terminate this Agreement without providing the above required written notice and Contractor shall have no right to cure if the Contractor's breach is one of the following:

- (a) Not subject to cure (including breach of subsections (a) or (i) of Section 7.2); and/or
- (b) Contractor's consistent or repeated failure to perform any of its same obligations under this Agreement.

### **7.4. EVENTS OF DEFAULT BY CRRA**

The following shall constitute an Event of Default on the part of CRRA:

- (a) Failure on the part of CRRA to pay any undisputed amount required to be paid to Contractor under this Agreement within thirty (30) calendar days after such

amount becomes due and payable; provided however, that no such failure shall constitute an Event of Default giving Contractor the right to terminate this Agreement under this subsection unless and until:

- (b) Contractor has given written notice to CRRA by overnight express mail or certified mail, return receipt requested, specifying that a particular default or defaults exist which will, unless corrected, constitute an Event of Default on the part of CRRA; and
- (c) CRRA has not corrected such default or has not taken adequate steps to promptly correct the same within thirty (30) calendar days from the date of its receipt of the notice.

Any amount(s) properly withheld or set-off against monthly payments by CRRA under this Agreement shall not be considered an Event of Default.

#### **7.5. UNCONTROLLABLE CIRCUMSTANCES**

If Contractor is unable to perform or is delayed in its performance of Services by reason of Uncontrollable Circumstances, and provided that Contractor shall have provided CRRA with written notice of said Uncontrollable Circumstances within five (5) Business Days of any event of Uncontrollable Circumstances, Contractor shall be excused from any failure or delay in its performance of Services subject to the conditions of this Section 7.5. Operational failure of the Stratford IPC shall not constitute Uncontrollable Circumstances. When Contractor is excused by CRRA from its failure or delay in its performance, Contractor shall, to the extent that the Uncontrollable Circumstances event does not prevent Contractor from accepting and processing Acceptable Recyclables received at the Stratford IPC and delivering it to a disposal facility designated by CRRA, continue to perform the Services under the terms of the Agreement at Contractor's sole expense throughout the term of the Agreement and during any such excused failure or delay period. Contractor shall use all reasonable efforts to correct or eliminate such Uncontrollable Circumstances event and its best efforts to minimize the cost consequences of such Uncontrollable Circumstances to CRRA.

If Uncontrollable Circumstances are projected to last more than thirty (30) calendar days, CRRA shall have the option, at its sole and absolute discretion, to terminate Contractor's performance of Services for the duration of the Agreement by providing Contractor thirty (30) calendar days of advance written notice. In any such Uncontrollable Circumstances termination by CRRA, Contractor shall be entitled to reimbursement from CRRA as set forth in Section 7.9 herein.

#### **7.6. MITIGATION**

Contractor and CRRA agree that in the event one party terminates this Agreement due to an Event of Default, the injured party is obligated, to the extent not detrimental to its interests, to mitigate its damages, costs and expenses and to credit the savings therefrom to any damages, costs and expenses otherwise payable by the terminated party.

#### **7.7. TERMINATION BY CRRA**

If CRRA terminates this Agreement for an Event of Default on the part of Contractor:

- (a) Contractor shall promptly vacate the Stratford IPC within twenty-four (24) hours, if requested to do so by CRRA;
- (b) Contractor shall pay to CRRA actual damages, resulting from the Event of Default and subsequent termination;
- (c) Contractor shall immediately return to CRRA all equipment, including but not limited to the, CRRA parts, property, vehicles and materials provided to Contractor for use in performing the Services hereunder, if any. Contractor shall be responsible for any cost associated with restoring the condition of such CRRA equipment, parts, property, vehicles and materials to the condition present as of the Commencement Date, if applicable, in accordance with the repair, maintenance, and replacement standards called for in the Services;

#### **7.8. RESTORATION OF THE STRATFORD IPC AT TERMINATION**

Contractor shall be responsible at the termination date of Services to turn over to CRRA the Stratford IPC, or any improvements thereon, in the same condition they were given to Contractor at the Commencement Date, less reasonable wear and tear. Any required restoration or repairs shall be completed within thirty (30) calendar days after the date of termination unless a longer period is allowed by CRRA. CRRA shall supervise and must approve any such restoration and/or repairs that shall be required of Contractor herein. This Section 7.8 shall survive the termination of this Agreement.

#### **7.9. TERMINATION COSTS AND RESTORATION**

If Contractor properly terminates this Agreement for an Event of Default on the part of CRRA, or if the Agreement is terminated by CRRA pursuant to Section 7.5 herein, then CRRA shall pay to the Contractor: (a) the undisputed payments, if any, due and payable pursuant to this Agreement, for all Services properly performed in accordance with the Standards to the date of termination, incurred as of the termination; and (b) Contractor's reasonable cost of demobilization proven to be directly attributable to such termination; minus (c) the amount of any adjustments favorable to CRRA, including, but not limited to, any damages owed by Contractor to CRRA. In order for Contractor to receive the payment(s) allowed under this Section 7.9, Contractor must provide CRRA with written invoices and related documentation that itemize and verify the basis for Contractor's requested payment(s). Upon termination and payment of all sums due under this Section 7.9, all rights and obligations of the parties, except as otherwise specifically provided in the Agreement, shall cease with respect to this Agreement.

#### **7.10. CRRA'S LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, express or implied, CRRA shall not be liable to Contractor for any indirect, consequential, punitive or exemplary damages, legal fees or costs, lost profits, damages resulting from a delay, disruption, impact re-sequencing, lost productivity, home office overhead, business interruption damages or any similar type of damages whatsoever.

**ARTICLE 8  
MISCELLANEOUS**

**8.1 NOTICES**

**8.1.1. 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 Section 8.1.2, shall be in writing and shall be personally delivered or sent by overnight express mail service or certified mail return receipt requested, addressed to the respective party as specified in this Section 8.1.1. 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 certified mail, on the date set forth on the return receipt. In the event the party to whom such certified mailing is sent refuses or otherwise does not sign for it when presented, then such notice shall be deemed delivered on the fifth (5th) Business Day after deposit in the mail.

Notices to CRRA shall be addressed and sent to:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6th Floor  
Hartford, Connecticut 06103  
Attention: CRRA Enforcement/Recycling

With a copy to:

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

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

Notices to Contractor shall be addressed and sent to:

[insert Contractor recipient(s) name and address]

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

**8.1.2 Routine Notices**



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

### **8.1.3 Emergency Notification**

As provided herein and in accordance with the Emergency Notification Procedures contained in Exhibit C, Contractor shall immediately notify CRRA by telephone and telecopier facsimile of the occurrence of the following: (i) any event causing property damage to the Stratford IPC; (ii) bodily and/or personal injury to any person in connection with the Stratford IPC; (iii) any disruption to the Services or the Stratford IPC; (iv) the filing of a property lien on the Stratford IPC; (v) the occurrence or receipt of a notice of violation or other regulatory action at the Stratford IPC arising out of Contractor's performance or non-performance of its obligations hereunder; and (vi) any spill, fire, explosion or other emergency or accident requiring notification of any governmental entity. After Contractor provides CRRA with immediate notification of an above event, Contractor shall promptly file an incident report with CRRA on a form acceptable to CRRA in which Contractor describes all corrective and remedial action undertaken or planned. Contractor shall be responsible for complying with all Applicable Laws concerning notification of governmental entities with respect to such event.

Thirty (30) days prior to the Commencement Date and thereafter from time to time, CRRA and Contractor will jointly develop an emergency notification procedure with specific contact information and other relevant instructions mutually agreed to by the parties. Contractor shall maintain and follow all emergency notification procedures as further defined in Section 9 in Exhibit A, Scope of Services and Exhibit C to this Agreement.

## **8.2. STATUS OF CONTRACTOR**

CRRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Services for CRRA hereunder and that Contractor shall perform such Services in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship, an employer-employee relationship or any other relationship between CRRA and Contractor other than that of an owner and independent contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of CRRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever. CRRA and Contractor further acknowledge and agree that this Agreement does not confer upon Contractor in any manner whatsoever any ownership or proprietary rights to or interests in the Facility, any component of the CRRA System, or any CRRA owned vehicles, equipment, materials, that Contractor is permitted to use hereunder, in performing the Services, if any; and that Contractor has no right under this Agreement to, and Contractor shall not, depreciate any of such property, any component of the CRRA System, vehicles, equipment, materials or any part thereof for any purposes whatsoever.

### **8.3. CONTRACTOR'S EMPLOYEES**

All persons employed by Contractor shall be subject and responsible solely to the direction of Contractor and shall not be deemed to be employees of CRRA.

### **8.4. MECHANIC'S LIENS**

To the fullest extent allowed by law, Contractor shall claim no interest in the Stratford IPC or any structures, equipment, fixtures, materials or improvements located or to be located on the Stratford IPC, or any other vehicles, equipment, materials, parts and supplies made available to Contractor hereunder, if any, and Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties whatsoever. Contractor shall defend, and indemnify CRRA from and against all costs, losses and liabilities associated with the filing of such liens or security interests by Contractor or any of its subcontractors or material men. If any mechanic's lien is filed against CRRA or any of its properties in connection with the Services hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) calendar days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its 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 election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor. This Section 8.4 shall survive termination of this Agreement.

### **8.5. 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. No workers' compensation insurance has been or will be obtained by CRRA on account of the Services to be performed hereunder by Contractor or Contractor's employees, agents, subcontractors or material men. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this Section 8.5, and Contractor hereby agrees to defend and indemnify CRRA from and against any and all such taxes, insurance or related payments, losses and liabilities 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. This Section 8.5 shall survive termination of this Agreement.

### **8.6. DISPUTE RESOLUTION**

A Party seeking to assert the existence of a dispute, difference in interpretation, claim or other controversy pertaining to, arising out of or otherwise relating to this Agreement or an asserted breach hereof (individually, a "Dispute"), shall provide written notice of such Dispute to the other Party, describing the nature and substance of the Dispute. Each of Contractor and CRRA shall designate a representative who shall promptly begin discussions in an effort to agree upon a resolution of the Dispute. If the representatives do not agree upon a resolution of the Dispute within thirty (30) days after the referral of such Dispute to them, either Party may elect to abandon the discussions and pursue resolution of the Dispute as provided herein.

Any Dispute which the Parties are unable to resolve themselves shall be resolved by the Superior Court for the judicial district of Hartford located in Hartford, Connecticut, unless the Parties jointly agree to resolve a Dispute by arbitration or mediation. Any arbitration or mediation proceedings shall be held in Hartford, Connecticut. The Parties shall continue to perform all of their obligations under this Agreement during the pendency of any proceeding under this Section 8.6.

Regardless of the forum within which a Dispute is pursued and resolved, Contractor hereby agrees to pay CRRA's attorney's fees and costs if Contractor is not successful in prosecuting its Dispute. Said attorney's fees and costs may be subtracted by CRRA from any amount awarded and paid to Contractor.

### **8.7. GOVERNING LAW**

This Agreement shall be governed by and construed 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.

### **8.8. NONDISCRIMINATION**

Contractor agrees to the following:

- (a) The Contractor agrees and warrants that in the performance of this Agreement the 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, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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; and the 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, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the Services involved;
- (b) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the 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) The Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of Hauler'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) The Contractor agrees to comply with each 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) The 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 the Contractor as relate to the provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes.
- (f) If this Agreement is a public works contract, the 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.

#### **8.9 SALES AND USE TAX EXEMPTION**

Under Section 22a-270 of the Connecticut General Statutes, CRRA has an exemption from all Connecticut State taxes and the payment thereof. Accordingly, Contractor hereby represents that no Connecticut State tax is included in the Stratford IPC Compensation or in any of the fees set forth in Exhibit B hereof.

#### **8.10. PROPRIETARY INFORMATION**

Contractor shall not use, publish, distribute, sell or divulge any information, including but not limited to information that is adverse to CRRA's interests, obtained from CRRA by virtue of this Agreement for Contractor's own purposes or for the benefit of any person, firm, corporation or other entity without the prior written consent of CRRA. Any reports or other work product prepared by Contractor in connection with the performance of any Services hereunder shall be owned solely and exclusively by CRRA and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of CRRA.

#### **8.11 SUBCONTRACTORS**

Contractor shall inform CRRA of any subcontractors and the form of subcontract it intends to use to perform any of the Services prior to such subcontractor starting any work at the Facility. During Contractor's performance of the Services, Contractor shall provide CRRA with written prior notice of its intent to replace or change any of its subcontractors utilized by Contractor to perform under this Agreement. Throughout the term of the Agreement, CRRA shall have the right to reject any subcontractor of Contractor; however CRRA's foregoing right to reject a subcontractor cannot be unreasonably exercised. Contractor shall require, in a manner satisfactory to CRRA, all of its subcontractors for the Services to abide by the terms and conditions of this Agreement. Moreover, Contractor's subcontracts with 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 all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also, Contractor's subcontracts with its subcontractors shall be assignable to CRRA at CRRA's discretion, 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 claim, set-offs, or other rights whatsoever that they may have with or against Contractor by any reason other than through such subcontracts.

**8.12 ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement and understanding between the parties hereto concerning the subject matter hereof and supersedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

**8.13 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, letters or any accommodations by any of the parties, shall not in any way create a course of dealing, which changes the terms of this Agreement or modifies this Agreement.

**8.14 BENEFIT AND BURDEN**

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

**8.15 SEVERABILITY**

CRRA and Contractor hereby understand and agree that if any part, term or provision of this Agreement is held by any court and/or arbitration panel to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

**8.16 NO WAIVER**

Failure by CRRA to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of CRRA to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of CRRA thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses by CRRA.

### **8.17 ASSIGNMENT**

This Agreement may not be assigned in whole or in part by Contractor without the prior written consent of CRRA or such assignment shall be void. Contractor under any assignment of this Agreement shall remain responsible for the performance of its obligations hereunder as though no assignment shall have occurred.

### **8.19 COMPLIANCE WITH LAW**

Contractor shall comply with all Applicable Laws, including but not limited to, federal, state, and local laws or regulations governing the Services, payment of wages and equal opportunity and fair employment practices.

### **8.20 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.

### **8.21 CONSTRUCTION OF AGREEMENT**

The parties hereby acknowledge that the parties and their counsel have reviewed this Agreement and hereby agree that any rule of construction to the affect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

### **8.22 CRRA'S AUDIT RIGHTS**

CRRA or its representatives shall have the right at reasonable hours to examine any books, records and other documents of Contractor or its subcontractors pertaining to work in connection with the Stratford IPC, or the performance of the obligations of Contractor to the CRRA under the Agreement and shall allow such representatives free access to any and all such books and records. CRRA will give the Contractor at least twenty-four (24) hours notice of such intended examination. At CRRA's request, the Contractor shall provide CRRA with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to this Agreement or the performance of the obligations of Contractor to CRRA under the Agreement. The Contractor shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor providing services in connection with the Stratford IPC or the performance of the obligations of Contractor to CRRA under this Agreement. The Contractor shall retain and maintain accurate records and documents relating to its performance of Services in connection with the Stratford IPC or the performance of the obligations of Contractor to CRRA under this Agreement for a minimum of six (6) years after the termination of this Agreement and shall make them available for inspection and audit by CRRA.

### **8.23 PROMOTION OF STATE OF CONNECTICUT**

Unless specifically authorized in writing by the Secretary of the Office of Policy and Management, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (a) In any advertising, publicity, promotion; or
- (b) To express or to imply any endorsement of Contractor's products or services; or
- (c) To use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above). In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

#### **8.24 ORDER OF PRECEDENCE OF THE AGREEMENT**

If there are any conflicts between the terms of this Agreement, the Exhibits of this Agreement, and/or the Procedures, then the order of precedence when there are conflicts between the foregoing documents shall be as follows:

- (a) The terms of the Agreement, exclusive of the Exhibits of the Agreement shall first prevail; then
- (b) The terms of Exhibit A – Scope of Services; then
- (c) The terms of Exhibits B - H; and lastly;
- (d) The terms of the Procedures.

The Request for Bid Package of Documents, the Addendums to the Request for Bids Package of Documents, if any, and the Contractor's Bid submittal document are not part of this Agreement and cannot be relied upon in any dispute or conflict in connection with this Agreement.

#### **8.25 WHISLEBLOWER PROVISION**

If Contractor is a large state contractor, Contractor shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd(h) of the Connecticut General Statutes, as may be revised. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed

to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

**8.26 CAMPAIGN CONTRIBUTION RESTRICTION**

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, Contractor expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions attached hereto as Exhibit D and will inform its principals of the contents of the notice.

**8.27 AFFIDAVIT CONCERNING NONDISCRIMINATION**

At the time of Contractor's submission of its Bid, Contractor provided CRRA with the executed Affidavit Concerning Nondiscrimination attached hereto and made a part of this Agreement as Exhibit E.

**8.28 AFFIDAVIT CONCERNING CONSULTING FEES**

At the time Contractor executed this Agreement, Contractor simultaneously executed the Affidavit Concerning Consulting Fees attached hereto and made a part of this Agreement as Exhibit F.

**8.29 CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

At the time Contractor executed this Agreement, Contractor simultaneously executed a document entitled Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit G.

**8.30 PRESIDENT'S CERTIFICATION CONCERNING GIFTS**

At the time of the President of CRRA's execution of this Agreement, the President simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit H.

**8.31 EFFECTIVE DATE**

This Agreement shall become effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Agreement. ("Effective Date") Each party is signing this Agreement on the date stated opposite that party's signature below.



**8.32 PERFORMANCE SECURITY**

Ten (10) days prior to the Commencement Date, Contractor shall provide CRRA with a Letter of Credit in the amount of twenty-five thousand and 00/100 (\$25,000) in the form presented in Exhibit I. Such Letter of Credit shall be maintained and remain in full force and effect by Contractor for a period of ninety (90) days following the termination of this Agreement.

[CONTRACTOR NAME]

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

Its  
Duly Authorized

CONNECTICUT RESOURCES  
RECOVERY AUTHORITY

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

Thomas D. Kirk  
Its President  
Duly Authorized

**EXHIBITS TO THE AGREEMENT FOR OPERATION AND MAINTENANCE OF THE  
STRATFORD INTERMEDIATE PROCESSING FACILITY**

Exhibit A – Scope of Services

Exhibit B – Stratford IPC Compensation

Exhibit C - Emergency Notification Procedures

Exhibit D – SEEC Form 11

Exhibit E – Certification Concerning Nondiscrimination

Exhibit F – Certification Concerning Consulting Fees

Exhibit G – Contractor’s Certification Concerning Gifts

Exhibit H – President’s Certification Concerning Gifts

Exhibit I – Performance Security

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. OPERATION, MAINTENANCE, AND TRANSPORTATION SERVICES OVERVIEW**

Upon the Commencement date, Contractor shall perform the Services subject to the limitation of **Section 2.1.3** of the Agreement. Contractor shall be solely responsible for the cost and expense of providing all personnel, vehicles, fuel, materials, equipment, tools, parts, supplies, supervision, maintenance, repairs, insurance, administrative services and all other items, necessary to perform the Services described herein, consistent with the physical layout, loading capabilities and operational requirements of the Stratford IPC.

Contractor shall provide the Services in accordance with the terms of this Agreement, all existing conditions, all Applicable Laws and regulations, including without limit, the Connecticut Department of Environmental Protection ("CTDEP") Permits, existing contracts, and all applicable Federal, State and local statutes, rules, regulations, permits and guidelines.

Contractor shall perform all Services in cooperation with all other parties and contractors who may be responsible for other activities performed at the Stratford IPC. Such cooperation shall include, at a minimum, routine reporting, communications with CRRA and other parties, attendance at coordination meetings, and similar activities. Such cooperation shall also involve scheduling of staff and Services hereunder, without limitation.

Contractor shall use best efforts to perform the obligations of this Agreement and to achieve all O&M and transportation requirements including, when the occasion requires, temporarily extending the hours Acceptable Recyclables are transported from the Stratford IPC, adding staff and modifying schedules, and expediting procurement and delivery of materials, equipment and vehicles.

**2. STAFFING**

Contractor shall provide all personnel (employees, subcontractors and other personnel) necessary to properly perform its duties under this Agreement. All Contractor personnel and subcontractors shall be properly trained, equipped with the requisite safety equipment and properly licensed and certified to perform the assigned Services.

Contractor is required to have sufficient loader operators and truck drivers available during normal operating hours to move incoming and outgoing waste trucks in a manner to ensure that no more than 500 tons of Acceptable Recyclables is stored on the Stratford IPC tip floor overnight.

### **3. ACCEPTABLE RECYCLABLES MANAGEMENT**

#### **3.1 Acceptable Recyclables**

Contractor shall transport Acceptable Recyclables from the Stratford IPC to the Mid-Conn RRC.

At its sole discretion, CRRA may identify additional recyclables or items that shall be accepted for receipt and transport at the Stratford IPC.

Acceptable Recyclables may be delivered to the Stratford IPC on a dual-stream or single-stream basis. Because the Mid-Conn RRC is a single-stream processing facility, Contractor may commingle the dual-stream Acceptable Recyclables delivered to the Stratford IPC with the single-stream Acceptable Recyclables delivered to the Stratford IPC for transport to the Mid-Conn RRC.

When transporting the Acceptable Recyclables, Contractor drivers shall use only major highways and roadways and shall not transport materials over secondary roads or residential streets.

Contractor shall perform waste management services, including but not limited to, the following:

- Accepting and managing all Acceptable Recyclables received at the Stratford IPC;
- Maintaining regular communications with CRRA scale/enforcement personnel regarding the delivery of Non-conforming Wastes so that CRRA may issue Notices of Violations (NOVs) to haulers as appropriate;
- Moving, pushing, and stacking Acceptable Recyclables on the Stratford IPC tip floor;
- Transporting stockpiled/stored Acceptable Recyclables using a first-in/first out protocol;
- Ensuring that Acceptable Recyclables never extends past the Stratford IPC receiving doors;
- Directing all arriving delivery vehicles in and out of the Stratford IPC bay doors;
- Clearing tipped recyclables away from the bay doors as quickly as possible to minimize hauler/vehicle wait times;
- Reloading Acceptable Recyclables into 100 cubic yard transfer trailers and staging them for driver transport to the Mid-Conn IPC or (in the event of upset conditions) for diversion to other CRRA designated disposal sites;
- When needed, moving and staging on the Facility tipping floor filled trailers to prevent freezing during the winter months and/or to minimize odors;

- Assisting haulers with the removal of frozen loads from their vehicles when on the Stratford IPC tipping floor;
- Performing necessary activities to prevent odors from emanating from the Facility, including tip floor and grounds sweeping activities and closing and securing all doors at the conclusion of transportation activities each day;
- Cleaning all trailers after each delivery of Acceptable Recyclables to the Mid-Conn RRC.
- Covering all transport trailers and containers used in the transport of materials prior to leaving the Stratford IPC property and entering any public area or roadway in order to prevent the spillage or blowing of materials out of the trailers and containers.. Such covering shall cover the entire length and width of the trailer or container in use.

Not more than 500 tons of Acceptable Recyclables shall be stored overnight on the Facility tip floor unless authorized by CRRA or the Stratford IPC CTDEP Operating Permits.

### **3.2 Non-Conforming Waste Management**

Acceptable Recyclables delivered to the Stratford IPC must conform to the provisions of the Procedures.

Contractor shall use best efforts to reject all Non-conforming Wastes contained in the incoming waste stream. Non-conforming Wastes include contaminated loads of recyclables, Bulky Waste, Unacceptable Waste and Municipal Solid Waste and Special Waste. When wastes are rejected by Contractor or CRRA's scale/enforcement personnel, Contractor shall use best efforts to return such material to the hauler responsible for delivering it to the Stratford IPC.

Contractor shall promptly notify CRRA scale/enforcement personnel of all deliveries of Non-conforming Waste. CRRA scale/enforcement personnel shall be responsible for issuing Notices of Violation (NOV) to haulers who deliver such wastes. CRRA shall have the sole responsibility to enforce all provisions of the Municipal Service Agreements and Hauler Agreements against the municipalities and haulers and CRRA shall be able to exercise its enforcement powers against the municipalities and haulers at CRRA's sole and absolute discretion.

Contractor shall separate from the incoming waste stream any propane, acetylene and any other compressed gas tanks. Contractor shall ensure that all propane and other compressed gas tanks that arrive at the Stratford IPC are empty and have had their valves removed and are subsequently stored as scrap metal. In the event that a discarded propane or other compressed gas tank arrives at the Stratford IPC and is *not empty*, and the cylinder cannot be returned to the party which delivered the cylinder, Contractor must store the cylinder in a safe place at

the Stratford IPC, secured in an upright manner, and other wise stored properly and in conformance with governing regulations pending shipment off-site by CRRA to a facility that is licensed and equipped to safely and compliantly remove the contents of the cylinder.

### **3.3 Loading Operations**

Contractor shall ensure that a sufficient number of tractors, trailers, and containers are available at all times for the transportation of Acceptable Recyclables to the Mid-Conn RRC. Contractor shall provide the loader operator personnel necessary to move, stage, and load the Acceptable Recyclables for transport.

## **4. ROLLING STOCK MANAGEMENT**

Contractor shall be responsible for providing, operating and maintaining all rolling stock which may include, but not be limited to, tractors, trailers, roll-off trucks and boxes, front-end loaders, skid loaders, sweepers, and all other Contractor-owned and/or leased vehicles and equipment. If Contractor requires different, additional, or replacement vehicles or equipment at any time during the term of the Agreement, such different, additional and replacement vehicles or equipment shall be purchased or leased by Contractor at its sole cost and expense.

## **5. PARTS AND SUPPLIES**

Contractor shall maintain an inventory or a source thereof, of consumable supplies required for the operation and maintenance of the Stratford IPC.

Contractor shall provide spare parts and back-up or replacement items as needed to assure continuous operation of the Stratford IPC as a trans-loading operation for Acceptable Recyclables.

Contractor shall also maintain an inventory of spare equipment or a source thereof, and miscellaneous equipment and spare parts for the maintenance of all mobile equipment. Such items shall include, but not be limited to, filters, hoses, cables, pumps, belts, spare tires, tracks, and mechanical parts as needed to keep all equipment maintained per the specifications and in good operating condition at all times. When mobile equipment is inoperable because of major or unscheduled maintenance, Contractor shall provide necessary repairs, replacement or backup equipment as needed to minimize any disruption to normal operations of the Stratford IPC.

## **6. HOURS OF OPERATION**

Currently the Stratford IPC scale hours of operation are 7:00 a.m. to 5:00 p.m. Monday through Friday. CRRA reserves to right to change such hours of operation in its sole discretion.



Contractor will use best efforts to accommodate the needs and requests of CRRA to expand delivery schedules beyond the above days and hours which requests result from high inventories, special events, adverse weather conditions, natural disasters, strikes or emergency conditions that disrupt the normal Acceptable Recyclables receiving and transportation schedules.

## **7. MAINTENANCE REQUIREMENTS**

Contractor shall maintain the portions of the Stratford IPC (as listed below) in the same condition as of the Commencement Date, and shall perform all work, repairs or replacement of any vehicles, equipment, facilities, improvements or other items at the Stratford IPC in accordance with the same or greater specifications of materials, equipment replacement, parts, supplies, and other components as of the Commencement Date, less reasonable wear and tear. Specifically, Contractor shall be responsible for the following Stratford IPC equipment, structures, and components:

- (a) Maintain pavements and roadways, including pothole and pavement cracking repair and replacement as needed.
- (b) Daily sweeping of the outside site paved areas and street sweeping as needed. Residue collected from the sweeping must be deposited into a thirty cubic yard roll-off container staged inside the Stratford IPC. Contractor shall remove litter and debris daily from the property (including the Trash Museum lawns, fencing and parking areas) and adjoining property and roadways. Sweeping inside the Acceptable Recyclables receiving area and outside of the receiving area bay doors shall be performed daily. Contractor shall clean-up all spillage of incoming or outgoing wastes and recyclables.
- (c) Perform all grounds maintenance - inclusive of all grounds associated with the CRRA Trash Museum - including lawn mowing, mulching, lawn edging and weed trimming along walkways and fences, snow plowing of all roadways and parking areas, hand shoveling, salting and sanding of all pedestrian walkways, emergency exits and egresses and roads as needed and appropriate.
- (d) Contractor shall manage and maintain the fuel tank including regular inspection for leaks. If Contractor elects to bring a fueling truck on site to refuel the loader and other motorized equipment in use by Contractor on the site (rather than store a supply of fuel on site in the fuel tank), Contractor shall be relieved of the responsibility to manage and maintain the fuel tank.
- (e) Contractor shall maintain and repair overhead doors 9, 10, 11, 12, 13, and 14 as these are the bay doors used by haulers to enter the Stratford IPC tip

floor area The Facility's remaining overhead dock load-out doors 5, 6, 7, 8, 16, 17, 18 are not needed to operate the Facility as a recyclables transfer station and should remain closed at all times. However, should Contractor use any of the overhead dock load-out doors 5, 6, 7, 8, 16, 17, and 18 and they are damaged, then Contractor shall be responsible for their repair and/or replacement as applicable. Overhead doors are to be operational at all times.

- (f) Contractor shall visually inspect and maintain the fire sprinkler system including the draining of all drum drips and low points of the system. CRRA will be responsible for the quarterly inspections and testing of the sprinklers and fire alarm system.
- (g) Contractor shall keep the catch basin, drains, trenches, sewer grates, traps, and gutters clean and free of debris.
- (h) Contractor shall perform cleaning and housekeeping of the restrooms Stratford IPC restrooms, kitchenette and scalehouse. Use of the Facility restrooms and kitchenette shall be limited to only Contractor personnel assigned to the site (personnel such as loader operator(s)). Contractor employed truck drivers and other municipal or commercial haulers are prohibited from using these facilities.

Should Contractor fail to perform any of the required repair and maintenance activities associated with the Stratford IPC, CRRA reserves the right to have such repair and maintenance activities performed and to set-off the O&M Fees owed to Contractor for the costs associated with such CRRA arranged repairs and maintenance.

CRRA shall have the right to review and approve any and all repairs and replacements necessary in the performance of Services hereunder.

Contractor shall perform all maintenance of the Stratford IPC and waste transport vehicles to ensure they are in good and operable condition at all times.

Contractor shall replace any property found to be damaged due to loss, theft, abuse or due to the Contractor's failure to provide adequate repairs.

## **8. ENVIRONMENTAL SERVICES AND RECORDKEEPING**

Contractor shall perform and document environmental inspections and maintain records associated with the stormwater discharge permit. Contractor shall be responsible for daily and monthly storm water inspections, and documentation of such inspections as prescribed in the Storm Water Pollution Prevention Plan. Contractor shall be responsible for implementing the Best Management Practices

prescribed in the Storm Water Pollution Prevention Plan, including, but not limited to, appropriate housekeeping and preventive maintenance activities.

CRRA shall be responsible for the semi-annual Comprehensive Site Compliance Evaluation and all stormwater discharge monitoring activities (i.e. sampling and analysis of stormwater outfalls in accordance with the Storm Water Pollution Prevention Plan. Contractor shall participate in the semi-annual Comprehensive Site Compliance Evaluation with CRRA, and shall implement, as necessary, any and all corrective action recommendations that result from each inspections.

Contractor shall ensure that the tanks, high level alarm systems, floor drains, trenching catch basins and other stormwater and wastewater conveyance equipment and structures are properly maintained. Regular cleaning of interior floor drains and collection trenches is required to ensure that all drains remain free flowing. Annual removal of accumulated liquids and sludges in the floor drain oil/water separator (100 gallons) is required, followed by re-filling of the separator with clean water from an on-site tap. Annual clean-out of the stormwater catch basins and oil/water separator (1,000 gallons) to remove accumulated sediments and floatables is also required.

Presented below is a summary of the tanks and discharge maintenance activities:

|                               |  |
|-------------------------------|--|
| Oil/Water Sediment Separators | <p>One 1,000 gallon tank (oil/water sediment chamber). Clean a minimum of once annually by removing all liquids and solids. Note that due to low pipe elevations relative to the stormwater discharge location, it will be necessary to plug the 24-inch discharge pipe prior to cleaning the stormwater catch basins in order to minimize surface water inflow.</p> <p>One 100 gallon tank (oil/water separator) for interior drainage. Clean a minimum of once annually by removing all liquids and sludges.</p> |
| Catch Basin Sumps             | Eight (8) catch basin sumps. Remove grit accumulations. One cleanout per year; approximately 100 gallons per sump, plus 8,000 gallons of water in the piping that will flow into the catch basins.   |

## 9. EMERGENCY NOTIFICATION AND INCIDENT REPORTING

### 9.1 Emergency Notification

As a key holder to all alarms, Contractor shall be responsible for managing all fire and security alarms and emergencies within the Stratford IPC and site. The definition of “Emergency,” as contemplated in this Scope of Services includes, but is not limited to, a fire, explosion, release of petroleum or

hazardous substance (including tip floor water), equipment or vehicle accident, damage to buildings and other Stratford IPC structures, and injuries to persons.

Contractor shall maintain a written safety and emergency notification procedures plan specific to the Stratford IPC. Contractor shall provide its employees training regarding Contractor's safety program and emergency management procedures. While the majority of emergencies are reportable by calling 911, Contractor's written safety and emergency management plan shall also provide its site personnel with the names and telephone numbers of the applicable public emergency response authorities and/or offices including, local police department, local fire department, local ambulance service, applicable CTDEP emergency reporting telephone numbers, etc. As soon as practical following the reporting of an emergency to 911 and/or the appropriate public emergency response authority(ies), Contractor shall report the emergency to CRRA's on site scale/enforcement personnel and the additional CRRA personnel listed in Exhibit C.

## **9.2 Incident Reporting**

Contractor shall be responsible for reporting to CRRA's on site scale/enforcement personnel all non-emergency incidents occurring at the Stratford IPC so that the incident can be documented for insurance or other purposes. Such incidents may include, but not necessarily be limited to, reporting damage caused to the Facility by on-site vehicle traffic (inclusive of Contractor's Rolling Stock Equipment) both entering and exiting the site and structures, incidents of lost, stolen and/or missing equipment, tools, supplies and other items, non-emergency accidents and injuries sustained by persons while on the Stratford IPC property, etc.

## **10. VEHICLE PERMITTING**

Pursuant to the Procedures, all Contractor trucks, trailers, and containers used in the transportation of any waste stream shall be properly permitted to enter CRRA's waste disposal facilities. CRRA will waive the permitting fees associated with such permitting requirement for only those trucks, trailers, and containers used directly in the performance of the Services associated with this Agreement.

## **11. SECURITY**

Contractor shall be responsible for site security which may include, but not be limited to, engaging alarm systems and securing the property daily by closing and locking doors and entry gates.

## **13. UTILITIES**

CRRA shall be responsible for the provision of gas for heating, electric and water utilities and for the payment of the invoices/bills associated with these utilities.

**14. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Operational failure of the Contractor's equipment, labor strikes effecting Contractor's performance of the Services, or any other cause will not release the Contractor of its responsibility to accept and load Acceptable Recyclables during the term of the Agreement on a continual basis. All costs involved in complying with this requirement shall be the Contractor's responsibility.

**15. CRRA ACCESS**

CRRA reserves the right to enter the premises of the Stratford IPC at any time for any purpose.

**16. ROAD SAFETY**

Contractor is solely responsible for any violations of any State of Connecticut or municipal traffic laws or regulations, including without limitation, violations due to the Contractor's failure to provide adequate insurance, safety equipment, or repairs, and maintenance to such vehicles and equipment.

**17. SCALES**

If the Facility scale becomes inoperable, CRRA shall estimate the quantity of Acceptable Recyclables delivered to the Designated Transfer Station using stored vehicle tare weights and will keep records of such estimates. Such estimates will take the place of actual weight records during any scale outage.

**18. CUSTOMER CARE**

CRRA and its employees are dedicated to providing its customers with excellent service. Contractor and its employees shall adhere to the same high standard of customer service. Contractor and its employees shall treat all CRRA customers delivering recyclables with the highest level of professionalism and courtesy. Customer complaints received by Contractor or its employees shall be forwarded to CRRA's Field Manager promptly but in no event no later than within twenty-four hours. Contractor shall take appropriate disciplinary action, including termination, for any of its employees that fail to adhere to the highest level of customer service.

Contractor shall not give any preferential treatment to any hauler.

**19. OTHER ACTIVITIES**

Contractor shall not conduct, or allow others to conduct, any activity at the Stratford IPC not specifically approved and authorized by CRRA in writing.

Contractor shall not use CRRA's property and/or structures for any other activity unrelated to Contractor's obligations to perform the Services under this Agreement.

**EXHIBIT B**  
**STRATFORD IPC COMPENSATION**

**EXHIBIT B**  
**STRATFORD IPC COMPENSATION**

Contractor Stratford IPC Compensation shall be comprised of two components:

1. Annual Fixed O&M Fee; and
2. Transportation Fee.

**Annual Fixed O&M Fee**

1. For the Services associated with the O&M of the Stratford IPC, CRRA shall pay Contractor, in the manner provided in the Agreement, an Annual Fixed O&M Fee for the First Operating Year of:

\$ \_\_\_\_\_  
First Operating Year, July 1, 2011 - June 30, 2012

2. The Annual Fixed O&M Fee set forth above shall be adjusted annually to reflect one hundred percent (100%) of the annual change in the Consumer Price Index ("CPI") for All Urban Consumers (Cross Classification of Region and Population Size Class, Northeast/Size Class C Index, All Items) (1982-84=100) as published by U.S. Department of Labor, Bureau of Labor Statistics.

**Transportation Fee from Stratford IPC to Mid-Conn RRC**

1. For the Services associated with transporting Acceptable Recyclables from the Stratford IPC to the Mid-Conn RRC, CRRA shall pay Contractor, in the manner provided in the Agreement, a Transportation Fee for each ton of Acceptable Recyclables transported as indicated below:

\$ \_\_\_\_\_  
First Operating Year, July 1, 2011 - June 30, 2012

The Transportation Fee set forth above shall be adjusted annually to reflect one hundred percent (100%) of the annual change in the Consumer Price Index ("CPI") for All Urban Consumers (Cross Classification of Region and Population Size Class, Northeast/Size Class C Index, All Items) (1982-84=100) as published by U.S. Department of Labor, Bureau of Labor Statistics.



The Transportation Fee shall be adjusted monthly based on the change in the Bureau of Labor Statistic Average Price Data, Series ID APU010074717, Northeast Urban, Automotive Diesel Fuel as presented in Table 1. The Index is normally updated on or about the 15<sup>th</sup> of each month with the previous month's average price/gallon change. Therefore, when preparing its monthly invoice for transportation Services, Contractor shall use the average price/gallon posted by the Bureau of Labor Statistics for the previous month. For example, when calculating the per ton transportation rate for transportation Services performed in the month of July, Contractor shall use the Index average price/gallon posted on the Bureau of Labor Statistics web site on or about July 15, which will be the average price/gallon for the previous month of June.

(Remainder of page intentionally left blank. Table 1 is presented on the following page.)

**TABLE 1 - STRATFORD IPC ACCEPTABLE RECYCLABLES TRANSPORTATION FUEL ADJUSTMENT TABLE**

| Average Price/Gallon <sup>1</sup> | Increase/Decrease in per ton Transportation | Average Price/Gallon <sup>1</sup> | Increase/Decrease in per ton Transportation | Average Price/Gallon <sup>1</sup> | Increase/Decrease in per ton Transportation |
|-----------------------------------|---|-----------------------------------|---|-----------------------------------|---|
| \$2.400 - \$2.499                 | (\$2.60)                                    | \$4.000 - \$4.099                 | \$0.60                                      | \$5.600 - \$5.699                 | \$3.80                                      |
| \$2.500 - \$2.599                 | (\$2.40)                                    | \$4.100 - \$4.199                 | \$0.80                                      | \$5.700 - \$5.799                 | \$4.00                                      |
| \$2.600 - \$2.699 <sup>2</sup>    | (\$2.20)                                    | \$4.200 - \$4.299                 | \$1.00                                      | \$5.800 - \$5.899                 | \$4.20                                      |
| \$2.700 - \$2.799                 | (\$2.00)                                    | \$4.300 - \$4.399                 | \$1.20                                      | \$5.900 - \$5.999                 | \$4.40                                      |
| \$2.800 - \$2.899                 | (\$1.80)                                    | \$4.400 - \$4.499                 | \$1.40                                      | \$6.000 - \$6.099                 | \$4.60                                      |
| \$2.900 - \$2.999                 | (\$1.60)                                    | \$4.500 - \$4.599                 | \$1.60                                      | \$6.100 - \$6.199                 | \$4.80                                      |
| \$3.000 - \$3.099                 | (\$1.40)                                    | \$4.600 - \$4.699                 | \$1.80                                      | \$6.200 - \$6.299                 | \$5.00                                      |
| \$3.100 - \$3.199                 | (\$1.20)                                    | \$4.700 - \$4.799                 | \$2.00                                      | \$6.300 - \$6.399                 | \$5.20                                      |
| \$3.200 - \$3.299                 | (\$1.00)                                    | \$4.800 - \$4.899                 | \$2.20                                      | \$6.400 - \$6.499                 | \$5.40                                      |
| \$3.300 - \$3.399                 | (\$0.80)                                    | \$4.900 - \$4.999                 | \$2.40                                      | \$6.500 - \$6.599                 | \$5.60                                      |
| \$3.400 - \$3.499                 | (\$0.60)                                    | \$5.000 - \$5.099                 | \$2.60                                      | \$6.600 - \$6.699                 | \$5.80                                      |
| \$3.500 - \$3.599                 | (\$0.40)                                    | \$5.100 - \$5.199                 | \$2.80                                      | \$6.700 - \$6.799                 | \$6.00                                      |
| \$3.600 - \$3.699                 | (\$0.20)                                    | \$5.200 - \$5.299                 | \$3.00                                      | \$6.800 - \$6.899                 | \$6.20                                      |
| \$3.700 - \$3.799                 | \$0.00                                      | \$5.300 - \$5.399                 | \$3.20                                      | \$6.900 - \$6.999                 | \$6.40                                      |
| \$3.800 - \$3.800                 | -\$0.20                                     | \$5.400 - \$5.499                 | \$3.40                                      | \$7.000 - \$7.099                 | \$6.60                                      |
| \$3.900 - \$3.999                 | \$0.40                                      | \$5.500 - \$5.599                 | \$3.60                                      | \$7.100 - \$7.099                 | \$6.80                                      |

Bureau of Labor Statistics Average Price Data, Series ID APU010074717, Northeast Urban, Automotive Diesel

<sup>1</sup> Fuel.

<sup>2</sup> In the event that the average price per gallon exceeds \$7.099 or is less than \$2.400, a \$0.20 per ton adjustment will be added or subtracted for each additional \$0.10 increase or decrease.

**EXHIBIT C**  
**EMERGENCY NOTIFICATION**

**EXHIBIT C**  
**EMERGENCY AND INCIDENT REPORTING**

Pursuant to Section 8.1.3 and Section 9 of Exhibit A of this Agreement, Contractor is responsible for managing and reporting emergencies to CRRA and reporting non-emergency incidents that occur at the Stratford IPC.

All emergencies shall be reported to the following CRRA personnel:

- George Carlson, Facilities Manager  
Office telephone number: 860-757-7782  
Cell phone number: 860-729-0081
- Mary Anne Bergenty, Field Manager  
Office telephone number: 860-757-7761  
Cell phone number: 860-250-1463

All non-emergency incidents shall be reported to the following CRRA personnel:

- Mary Anne Bergenty, Field Manager  
Office telephone number: 860-757-7761  
Cell phone number: 860-250-1463

**EXHIBIT D**  
**SEEC FORM 11**

## 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](http://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.

**EXHIBIT E**  
**AFFIDAVIT CONCERNING**  
**NONDISCRIMINATION**



**EXHIBIT E**  
**AFFIDAVIT CONCERNING NONDISCRIMINATION**

At the time Bidder submits its Bid, Bidder will provide a signed and notarized copy of the Affidavit Concerning Nondiscrimination. Such document prepared by the selected Contractor will be inserted here and made a part of this Agreement as Exhibit E.

EXHIBIT E



**AFFIDAVIT CONCERNING  
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid to the Connecticut Resources Recovery Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath.  
I am \_\_\_\_\_ (title) of \_\_\_\_\_ (firm name), an entity duly formed and existing under the laws of \_\_\_\_\_ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

- 1. Contractor seeks to enter into the "Agreement for Operation, Maintenance, and Transportation Services for the Stratford Intermediate Processing Center" (the "Agreement") with the Connecticut Resources Recovery Authority; and
- 2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 11

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

\_\_\_\_\_  
Commission Expiration Date

**EXHIBIT F**  
**AFFIDAVIT CONCERNING CONSULTING**  
**FEES**

**EXHIBIT F**  
**AFFIDAVIT CONCERNING CONSULTING FEES**

At the time Contractor executes this Agreement, Contractor will simultaneously complete and provide a signed and notarized copy of the Affidavit Concerning Consulting Fees. Such document prepared by the selected Contractor will be inserted here and made a part of this Agreement as Exhibit F.

# EXHIBIT F



## AFFIDAVIT CONCERNING CONSULTING FEES

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder for an Agreement (the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am \_\_\_\_\_ (title) of \_\_\_\_\_ (firm name), an entity duly formed and existing under the laws of \_\_\_\_\_ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "Agreement for Operation, Maintenance and Transportation Services for the Stratford Intermediate Processing Center" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes<sup>1</sup> as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement<sup>2</sup> in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement<sup>2</sup> require that consultant pursue communications concerning business of CRRA, whether or not direct contact with CRRA, a CRRA official, a CRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement<sup>2</sup> during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

<sup>1</sup> Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

<sup>2</sup> Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

# EXHIBIT F

**TABLE 1: Disclosure of Consulting Agreements**

**(If Contractor has not entered into any consulting agreements<sup>2</sup> in connection with the Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")**

|   |  |
|---|--|
| Name of Consultant:   |  |
| Name of Consultant's Firm:  |  |
| Description of the Basic Terms of the Consulting Agreement:   |  |
| Brief Description of the Services Provided:   |  |
| Is the Consultant a Former State Employee or Public Official?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>If the answer to the question above concerning whether or not the consultant is a former state employee or public official is "Yes," the following information must be provided.</b> |  |
| Name of Former Agency:  |  |
| Date Employment Terminated:   |  |

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 11

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

\_\_\_\_\_  
Commission Expiration Date

**EXHIBIT G**  
**CONTRACTOR'S CERTIFICATION**  
**CONCERNING GIFTS**

**EXHIBIT G**  
**CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

At the time Contractor executes this Agreement, Contractor will simultaneously complete and provide a signed and notarized copy of the Contractor Certification Concerning Gifts. Such document prepared by the selected Contractor will be inserted here and made a part of this Agreement as Exhibit G.



# EXHIBIT G



## CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

### AGREEMENT FOR OPERATION, MAINTENANCE, AND TRANSPORTATION SERVICES FOR THE STRATFORD INTERMEDIATE PROCESSING CENTER

(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/proposer/statement of qualifications submitter 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 "Agreement for Operation, Maintenance and Transportation Services for the Stratford Intermediate Processing Center" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between [DATE] 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/statement of qualifications 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/statement of qualifications 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/qualifications 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

# EXHIBIT G

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/statement of qualifications 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**

|  |
|--|
| Peter Egan, Environmental Affairs and Development Director |
| Tom Gaffey, Enforcement/Recycling Director                 |
| Virginia Raymond, Senior Analyst                           |
|  |
|  |

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

|   |
|---|
| Governor Dannel Mallory   |
| Senator Donald E. Williams, Jr., President Pro Tempore of the Senate                    |
| Senator John McKinney, Minority Leader of the Senate                                    |
| Representative Christopher G. Donovan, 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 \_\_\_\_\_ 20 **11**

\_\_\_\_\_  
 Notary Public/Commissioner of the Superior Court

# EXHIBIT G

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, fiance or fiancee, (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.

**EXHIBIT H**  
**PRESIDENT'S CERTIFICATION**  
**CONCERNING GIFTS**

EXHIBIT H



**PRESIDENT'S CERTIFICATION CONCERNING GIFTS**

**Operation, Maintenance, and Transportation Services for the Stratford Intermediate Processing Center**

**Awarded To**

[ ]

(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 for Operation, Maintenance, and Transportation Services for the Stratford Intermediate Processing Facility" 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 \_\_\_\_\_ 20 11

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

**EXHIBIT I**  
**LETTER OF CREDIT**

# EXHIBIT I

## IRREVOCABLE STANDBY LETTER OF CREDIT

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

Issuance Date: \_\_\_\_\_, 2011

of Credit No.

Beneficiary: Connecticut Resources Recovery Authority

Expiration Date: Ninety Days following termination of the Agreement for Operation, Maintenance, and Transportation Services for the Stratford Intermediate Processing Center

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, CT 06103

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. \_\_ in favor of the "Beneficiary", Connecticut Resources Recovery Authority, at the request and for the account of [Contractor\_name and address], for the sum or sums up to the aggregate amount of \$25,000, 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 \_\_\_\_\_, 200\_\_ or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter of Credit No. \_\_\_\_."

Drafts must be accompanied by a certified statement from the Beneficiary that [Contractor\_name] 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 Agreement For Operation, Maintenance and Transportation Services for the Stratford Intermediate Processing Center between [Contractor\_name] and Beneficiary, dated as of July 1, 2011.

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 [Contractor\_name], 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]