



**NOTICE OF INTEREST FORM**

Individuals and firms that have an interest in 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 Bid 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.

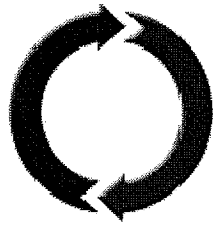
Solicitation:	<b>Mid-Connecticut Resource Recovery Facility</b>
RFB Number:	<b>OP-11-008</b>
Form Due Time/Date:	<b>April 15, 2011</b>

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

Name of Individual/Firm:	
Name of Contact Person:	
Title of Contact Person:	
Mailing Address 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>Virginia Raymond</b>
E-Mail Address:	<b><u><a href="mailto:vraymond@crra.org">vraymond@crra.org</a></u></b>
Fax Number:	<b>(860) 757-7742</b>
Correspondence Address:	<b>Connecticut Resources Recovery Authority 100 Constitution Plaza, 6<sup>th</sup> Floor Hartford, CT 06103</b>



CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

**REQUEST FOR BIDS  
FOR  
CITY OF WATERBURY RELOADING AREA WASTE  
TRANSPORTATION AND DISPOSAL SERVICES**

**RFB Number 11-OP-008**

**SUBMITTAL DUE DATE: APRIL 25, 2011**

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

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

**DATED: March 28, 2011**

**Request for Bids**  
**City of Waterbury Reloading Area Waste Transportation and Disposal Services**

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**Exhibits and Attachment to RFB**

- Exhibit 1 – Sample Contractor Certification Concerning Gifts From
- Exhibit 2 – Sample Affidavit Concerning Consulting Fees From
- Exhibit 3 – SEEC Form 11 Notice of Contractor Campaign Contribution and Solicitation Ban
- Exhibit 4 – Bid Form
- Exhibit 5 – Bid Price Form
- Exhibit 6 – Business Information Form
- Exhibit 7 - Background and Experience Form
- Exhibit 8 – Background Questionnaire
- Exhibit 9 – References Form
- Exhibit 10 – Compliance History Form
- Exhibit 11 – Affidavit Concerning Nondiscrimination Form
- Exhibit 12 – Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety Form
- Exhibit 13 – Proposed Disposal Facility Form
- Exhibit 14 – Sample Notice of Award
- Attachment 1 – Non-negotiable Agreement

**CONNECTICUT RESOURCES RECOVERY AUTHORITY  
MID-CONNECTICUT RESOURCES RECOVERY FACILITY**

**Request for Bids**

**City of Waterbury Reloading Area Waste Transportation and Disposal Services**

**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 City of Waterbury Reloading Area Transportation and Disposal Services. 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:

[vraymond@crra.org](mailto:vraymond@crra.org)  
Attention Virginia Raymond

or

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

or

FAX (860) 757-7742  
Attention Virginia Raymond

The Notice of Interest Form must be submitted by April 15, 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 AND SERVICE OVERVIEW**

The Connecticut Resources Recovery Authority ("CRRA") is a public instrumentality and political subdivision of the State of Connecticut and provides waste management and recycling services to municipalities and commercial waste haulers.

The City of Waterbury (the "City") owns and operates a Reloading Area located at the City-owned Waterbury Landfill on Mark Lane. The City permits Waterbury residents, small haulers and City-owned vehicles to dispose of certain wastes at the Reloading Area. The wastes are comprised of:

- (a) Segregated loads of over-sized municipal solid waste ("Non-Processible Waste"). Non-Processible Waste includes, among other items, furniture, carpeting, appliances, large containers, etc., that are too large to pass through the equipment used at the Mid-Connecticut Resource Recovery Facility to process waste. This Non-Processible Waste is segregated from other municipal solid waste at the City's Reloading Area for transport by the selected Contractor to the Mid-Connecticut Resource Recovery Facility ("Facility") where it can be shredded using specialized equipment designed to handle oversized municipal solid waste. Once shredded, the material is mixed with other municipal solid waste received at the Facility and processed into refuse-derived-fuel ("RDF") for combustion at the Mid-Connecticut Power Block Facility ("PBF").
- (b) Segregated loads of mattresses. Mattresses received by the City at its Reloading Area are deposited into roll-off containers for transport by the selected contractor to the Mid-Connecticut Resource Recovery Facility for shredding and/or disposal. Mattresses will be transported by the selected Contractor to the Facility for handling and disposal.
- (c) Segregated Bulky Waste (construction, demolition and land clearing debris). Bulky Waste received by the City at its Reloading Area is deposited into roll-off containers for transport and disposal by the selected contractor at a contractor-selected and CRRA approved volume reduction facility(ies) or other disposal facility properly permitted to receive such materials.

CRRA is seeking Bids for the following transportation and disposal Services:

- (a) A per pull transportation price to transport Non-Processible Waste and mattresses from the Reloading Area to the Mid-Connecticut Resource Recovery Facility located at 300 Maxim Road, Hartford, Connecticut; and
- (b) A per pull transportation price and a per ton disposal price to transport and dispose of Bulky Waste from the Reloading Area to a Bidder selected and CRRA approved volume reduction facility(ies) or other disposal facility.

CRRA reserves the right throughout the term of the Agreement to direct the selected Contractor to transport the Reloading Area waste to the Mid-Connecticut Resources Recovery Facility.

Through this Request for Bids ("RFB"), CRRA is seeking Bids from qualified waste haulers to provide the transportation and disposal services for the period commencing July 1, 2011 and terminating with CRRA's current Municipal Services Agreement ("MSA") with the City. CRRA's MSA with the City terminates on June 30, 2013. However, in the event CRRA and the City mutually agree to terminate the MSA prior to June 30, 2013, the Agreement resulting from this RFB shall also terminate.

Under the current agreement for Reloading Area Services, CRRA provides the City the use of five (5) 40 cubic yard roll-off containers to receive the Reloading Area waste. CRRA does not provide the roll-off trucks needed to transport the containers. The successful Bidder

("Contractor") will have the use of the five CRRA-owned 40 cubic yard roll-off containers to perform the Services required under this RFB and detailed in the *Agreement for City of Waterbury Reloading Area Waste Transportation and Disposal Services* (the "Agreement"). In its performance of the Services, the selected Contractor shall be required to provide at its sole cost and expense the maintenance of the five roll-off containers and all other equipment, materials and labor, including roll-off transport trucks, maintenance services and parts, fuel, personnel and all other materials and equipment necessary for its performance of the Services during the term of the Agreement. If additional roll-off containers are needed to perform the Services, the selected Contractor shall be responsible for providing such additional containers at its sole cost and expense.

Tables 1, 2, and 3 on the following pages provide a recent history of the amount of wastes transported from the Reloading Area. Note that prior to January 1, 2009, all waste materials received at the Reloading Area were transported to the Hartford Landfill for disposal. On December 31, 2008 CRRA closed the Hartford Landfill to the disposal of all wastes. Therefore, beginning January 1, 2009 oversized Acceptable Waste (Non-Processible Waste) was transported to the Mid-Connecticut Resource Recovery Facility for shredding and disposal, and Bulky Waste (construction, demolition and land clearing debris) received at the Reloading Area was transported to the Contractor designated and CRRA approved disposal facility

(Remainder of page intentionally left blank, Tables appear on the following pages.)

**Table 1 – Fiscal Year 2009 (July 1, 2008 - June 30, 2009)**

TO FACILITY	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Tons	505.75	538.73	445.58	322.74	200.88	215.96	136	147	254.58	233.36	181.84	185.38	3,367.8
No. of Loads	60	68	57	42	33	31	20	21	37	39	34	32	474
Average Weight Per Load	8.43	7.92	7.82	7.68	6.09	6.97	6.80	7.00	6.88	5.73	5.35	5.79	6.87
<b>TO CONTRACTOR DISPOSAL FACILITY</b>													<b>Total</b>
Tons							25.98	81.31	32.70	61.81	76.54	55.58	333.92
No. of Loads							5	9	3	6	7	5	35
Average Weight Per Load							6.50	9.03	10.90	10.30	10.93	11.12	9.80

**Table 2 – Fiscal Year 2010 (July 1, 2009 - June 30, 2010)**

TO FACILITY	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Tons	172.94	156.86	177.85	163.31	121.16	117.38	87.55	84.19	145.48	150.65	168.10	137.56	1683.03
No. of Loads	29	28	33	30	22	19	15	15	31	33	34	30	319
Average Weight Per Load	5.96	5.60	5.39	5.44	5.51	6.18	5.84	5.61	4.69	4.57	4.94	4.59	5.36
<b>TO CONTRACTOR DISPOSAL FACILITY</b>													<b>Total</b>
Tons							39.96	26.75	52.70	81.29	57.00	100.20	726.12
No. of Loads							5	3	6	10	6	9	75
Average Weight Per Load							7.99	8.92	8.78	7.13	9.50	11.13	9.62

Table 3 – Fiscal Year 2011 through February 2010 – February 28, 2011)

TO FACILITY	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Tons	118.00	140.16	154.14	105.36	98.98	85.21	44.60	66.91					813.36
No. of Loads	24	28	29	18	19	18	9	13					158
Average Weight Per Load	4.92	5.01	5.32	5.85	4.95	4.73	4.96	5.15					5.11
<b>TO CONTRACTOR DISPOSAL FACILITY</b>													
Tons	55.93	61.11	51.53	93.23	52.65	41.81	39.49	44.21					439.96
No. of Loads	7	7	6	11	6	6	5	6					54
Average Weight Per Load	7.99	8.73	8.59	8.48	8.78	6.97	7.90	7.37					8.10

Note that the information provided in Tables 1, 2, and 3 is for information purposes only. CRRRA does not make any guarantee of any quantity of waste materials to be hauled by the selected Contractor.



The selected Contractor shall provide Services on an as needed, will call basis, and will cooperate fully in establishing and maintaining with the City of Waterbury Landfill Operator and CRRA a schedule for the transportation of the Reloading Area waste materials.

The selected Contractor will be required to obtain the proper CRRA permits for each vehicle that will be entering CRRA's disposal facilities in the performance of the Services required by this RFB and the Agreement. The selected Contractor shall be required to adhere to CRRA's Mid-Connecticut Project Permitting, Disposal, and Billing Procedures which shall be amended from time-to-time.

### **3. 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.

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 City of Waterbury Reloading Area Transportation and Disposal Services. CRRA's RFB package includes the non-negotiable Agreement.

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.

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;  
Issue additional or subsequent solicitations;
- (b) Investigate the qualifications of any entity under consideration (including subcontractors and parties otherwise related to a proposing entity);  
Clarify the information provided pursuant to this RFB;
- (c) Request additional evidence or documentation to support the information included in any submittal;

- (d) Appoint an evaluation committee to review submittals;  
Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
- (e) Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
- (f) Enter into a final agreement with terms that vary from the terms set forth in CRRA's solicitation documents;
- (g) 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;  
Conduct contract discussions with one or more submitting entities; and
- (h) 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. 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 March 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:

- Governor Dannel Malloy;
- Senator Donald E. Williams, Jr., President Pro Tem 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;
- Virginia Raymond, Senior Analyst, CRRA; and
- Peter Egan, Environmental Affairs & Development Director/Acting Director of Operation, CRRA.

## 5. AFFIDAVIT 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 ***Affidavit 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.

## 6. 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.

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

### 7.1 Important RFB Dates

DATE	TIME	ADDRESS/LOCATION	ACTION ITEM/ACTIVITY
March 27, 2011	N/A	N/A	Legal notice advertising the solicitation is published.
On or about March 28, 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.
April 15, 2011	5:00 PM EST	<a href="mailto:vraymond@crra.org">vraymond@crra.org</a>	Deadline for the submittal of Notice of Interest Forms.
April 15, 2011	5:00 PM EST	<a href="mailto:vraymond@crra.org">vraymond@crra.org</a>	Deadline for written requests for information regarding the RFB and Services to be provided. CRRA will provide to Bidders information directly related to the operation and maintenance of the Facility through the issuance of Addendum(s) to this RFB.
April 19, 2011	5:00 PM EST	N/A	Deadline for CRRA to issue written addendum(s) to the RFB, if any.
April 25, 2011	3:00 PM 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.

## 7.2 Pre-Submittal Inquiries

All inquiries regarding this RFB and requests for information related to the Services to be provided, shall be in writing and submitted using one of the following methods:

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

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. 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.

### **7.3 RFB Submission Deadline**

Sealed Bids must be received no later than 3:00 PM, Eastern Time, April 25, 2011 at:

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

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

### **7.4 Bid Submittal Copies**

One (1) original and two (1) copy of each Bid must be submitted. The 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 one copy of the submittal shall be enclosed in a sealed box or envelope clearly marked "*Bid for City of Waterbury Reloading Area Transportation and Disposal Services.*"

### **7.5 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.

### **7.6 Submittal Evaluation Criteria**

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

- Price;

- The proven knowledge, capabilities and experience of the Bidder to provide the Services required; and
- 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.

### **7.7 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.

### **7.8 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.

## **8. SUBMITTAL FORMAT AND CONTENT**

Bids shall be submitted on forms provided by CRRA as part of this 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 one (1) copy of the original that Bidder is required to provide.

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

- **Title page**, including the title of the solicitation, the name of the Bidder and the date the Bid is submitted;
- A completed and signed **Bid Form (Exhibit 4)**;

- A completed and signed **Bid Price Form (Exhibit 5)**;
- A completed **Business Information Form (Exhibit 6)**;
- A completed **Background and Experience Form (Exhibit 7)**;
- A completed, signed and notarized **Background Questionnaire (Exhibit 8)**;
- A completed **References Form (Exhibit 9)**;
- A completed **Compliance History Form (Exhibit 10)**;
- A completed, signed and notarized **Affidavit Concerning Nondiscrimination Form (Exhibit 11)**;
- A completed **Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety Form (Exhibit 12)**;
- A completed **Disposal Facility(ies) Form (Exhibit 1)**; and
- A copy of the Bidder's up-to-date certificate of insurance showing all insurance coverage required by Section 5 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.

## 9. 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 14** is a sample of a Notice of Award.

## 10. EXECUTION OF AGREEMENT

The successful Bidder shall be required to enter into a non-negotiable Agreement for the Services to be provided. Presented in **Attachment 1** of this RFB is the Agreement for *City of Waterbury Reloading Area Waste Transportation and Disposal Services.*

## 11. 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

### MID-CONNECTICUT RESOURCE RECOVERY FACILITY

(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 "City of Waterbury Reloading Area Waste Transportation and Disposal Services" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRRA"), has been selected by CRRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRRA; and
3. No gifts were made between March 7, 2011 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 Agreementto
  - (1) Any public official or employee of CRRRA who participated substantially in the preparation of the bid/proposal/qualifications solicitation for or the negotiation or award of the Agreement (such CRRRA 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 CRRRA (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: CRRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement**

Virginia Raymond – Senior Analyst
Peter Egan – Environmental Affairs and Development Director

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

Governor Dannel P. Malloy
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 City of Waterbury Reloading Area Waste Transportation and Disposal Services" (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

**EXHIBIT 3**

**SEEC FORM 11 – NOTICE TO EXECUTIVE BRANCH STATE  
CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS  
OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

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 4



### BID FORM

**PROJECT:** Mid-Connecticut Resource Recovery Facility

**RFB NUMBER:** OP-11-008

**CONTRACT FOR:** City of Waterbury Reloading Area Waste Transportation and Disposal Services

**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 certificate(s) 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 Work as specified or indicated in the Contract Documents and Agreement for the Bid Price and within the Contract Time set forth in this Bid 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 to 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 Documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

## EXHIBIT 4

Addendum Number	Date Issued

- (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:

- (a) 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 Work.

## **EXHIBIT 4**

### **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 Work.

### **8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

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

### **9. 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.

### **10. 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;

## EXHIBIT 4

- (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 the "bid 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 Work over any other bidder for the Work or over CRRA.

### 11. 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 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.

### 12. 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 Work (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Work (or any part thereof) pursuant to the Contract Documents.

### 13. 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

## EXHIBIT 4

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 6 and Exhibit 3 [SEEC Form 11] of the RFB Package Documents.

### 14. ATTACHMENTS

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

- (a) Bid Price Form;
- (b) Business Information Form;
- (c) Background and Experience Form;
- (d) Background Questionnaire;
- (e) References Form;
- (f) Compliance History Form;
- (g) Affidavit Concerning Nondiscrimination Form;
- (h) Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety Form;
- (i) Contractor Selected Disposal Facility(ies) Form; and
- (j) A copy of the Bidder's up-to-date certificate(s) of insurance showing all of the insurance coverage required by Sections 5.1 through 5.8 of the Agreement.

### 15. NOTICES

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

## EXHIBIT 4

Bidder Name:	
Bidder Contact:	
Title:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

### 16. ADDITIONAL REPRESENTATION

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

**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 Bid Price Form is comprised of three parts:

1. Part 1 - Transportation Fee for each load of City of Waterbury Reloading Area Waste transported to:
  - the Mid-Connecticut Resource Recovery Facility; or
  - Bidder's designated and CRRA approved Volume Reduction Facility or other disposal facility.

The Transportation Fees shall be based on the Bidder providing all of the Transportation Services including the roll-off trucks, containers, fuel, drivers, and other materials, supplies and labor needed to transport Reloading Area Waste from the Reloading Area to the Mid-Connecticut Resource Recovery Facility or Bidder designated and CRRA approved Volume Reduction Facility or other disposal facility.

2. Part 2 – Per ton Disposal Fee for the disposal of Reloading Area Waste disposed of at the Bidder designated and CRRA approved Volume Reduction Facility or other disposal facility.

#### PART 1

##### A. Transportation Fee

1. For the Services associated with transporting Reloading Area Waste from the Reloading Area to the Mid-Connecticut Resource Recovery Facility, CRRA shall pay Contractor, in the manner provided in the Agreement, a Transportation Fee for each load of Reloading Area Waste transported as indicated below:

\$

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

2. For the Services associated with transporting Reloading Area Waste from the Reloading Area to the Bidder's designated and CRRA approved Volume Reduction Facility, CRRA shall pay Contractor, in the manner provided in the Agreement, a Transportation Fee for each load of Reloading Area Waste transported as indicated below:

\$

# EXHIBIT 5

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

## PART 2

### B. Disposal Fee

1. For the disposal of Reloading Area Waste transported to the Bidder designated and CRRA approved Volume Reduction Facility or other disposal facility, CRRA shall pay Contractor, in the manner provided in the Agreement, a Disposal Fee for each ton of Reloading Area Waste disposed as indicated below:

\$

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

The Transportation Fees and the Disposal Fee set forth above shall be adjusted on July 1, 2012 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.



# 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/ Headquarters Address:	Address 1:		
	Address 2:		
	City, State, Zip Code:		
Servicing Office Address (if different than Central Office/ Headquarters 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 (City and State):			
Brief History of the Entity:			

# EXHIBIT 6

Overview of Entity's Principal Lines of Work:	
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## 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

<b>Subcontractor 2</b>	
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.	

<b>Subcontractor 3</b>	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Subcontractor 3 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 work performed/services provided of a similar nature to that specified in the Contract Documents which has been performed by the bidder and which will enable CRRRA to evaluate the experience and professional capabilities of the Bidder.

[Attach Additional Pages If Necessary]

# 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 style="margin-left: 20px;">(a) A principal of the Contractor;          (b) An owner of the Contractor;          (c) An officer of the Contractor;          (d) A partner in the Contractor;          (e) A director of the Contractor; or          (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 style="margin-left: 20px;">(a) A principal of the Contractor;          (b) An owner of the Contractor;          (c) An officer of the Contractor;          (d) A partner in the Contractor;          (e) A director of the Contractor; or          (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 \_\_\_\_\_

\_\_\_\_\_  
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 Work Performed/ 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, 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, 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, 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, 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/proposal/statement of qualifications 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 "City of Waterbury Reloading Area Waste Transportation and Disposal Services" (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 11

Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes follow.

**Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.**

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
  - (1) The contractor agrees and warrants that in the performance of the contract such 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

**Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.**

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
  - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

## 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? <i>If you answered "Yes" to Question 1, skip to Question 2.</i> <i>If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input style="width: 100px;" type="text"/>		
2. Is the Contractor a Small Business Enterprise based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3.</i> <i>If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor 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? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4.</i> <i>If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor 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> <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5.</i> <i>If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A.</i> <i>If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input style="width: 100px;" type="text"/>		

## **EXHIBIT 12**

### **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



### CONTRACTOR-SELECTED DISPOSAL SITE(S) FORM

Bidder shall list on the following pages all disposal facilities (other than the Mid-Connecticut Resource Recovery Facility) that will be used in the performance of the Services should Bidder be awarded an Agreement for the Services. Bidder shall identify all disposal facilities (including landfill(s), volume reduction facility(iess), waste-to-energy facilities, etc.) properly permitted to accept Bulky Waste it plans to use in the performance of the Services.

(Remainder of page intentionally left blank; Form continues on the following page.)

# EXHIBIT 13

## Disposal Facility 1

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

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

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

## EXHIBIT 13

### Disposal Facility 2 (if applicable)

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

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

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

## EXHIBIT 14



### NOTICE OF AWARD

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

**PROJECT:** Mid-Connecticut Resource Recovery Facility

**RFB NO.:** FY11-OP-008

**CONTRACT:** Agreement for City of Waterbury Reloading Area Waste Transportation and Disposal Services

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 City of Waterbury Reloading Area Waste Transportation and Disposal Services" (the "Services").

You are hereby notified that your firm has been selected to perform the Services for which Contractor will be compensated 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; and
- (e) Satisfy all other conditions set forth herein.

## EXHIBIT 14

**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 CITY OF WATERBURY RELOADING  
AREA WASTE TRANSPORTATION AND DISPOSAL  
SERVICES**

**AGREEMENT FOR CITY OF WATERBURY RELOADING AREA WASTE  
TRANSPORTATION AND DISPOSAL SERVICES**

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### **Exhibits to Agreement**

- Exhibit 1 – Scope of Services
- Exhibit 2 – Service Fee
- Exhibit 3 – Approved Disposal Site(s)
- Exhibit 4 – Letter of Credit
- Exhibit 5 – Performance Bond
- Exhibit 6 – Guaranty (if required by CRRA)
- Exhibit 7 – Subcontractors
- Exhibit 8 – SEEC Form 11
- Exhibit 9 – Affidavit Concerning Nondiscrimination
- Exhibit 10 – Affidavit Concerning Consulting Fees
- Exhibit 11 – Contractor Certification Concerning Gifts
- Exhibit 12 – CRRA President Certification Concerning Gifts



This AGREEMENT FOR CITY OF WATERBURY RELOADING AREA WASTE TRANSPORTATION AND DISPOSAL SERVICES is made and entered into 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, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 ("CRRA"), and [ ] a Connecticut [ ] ("Contractor"), having a principal place of business at [ ] ("Contractor").

### **PRELIMINARY RECITAL**

CRRA owns and operates the Mid-Connecticut Resource Recovery Facility (the "Facility") located at 300 Maxim Road in Hartford, Connecticut. The City of Waterbury (the "City") owns and operates a certain landfill on a certain piece or parcel of land located on Mark Lane in Waterbury, Connecticut (the "City of Waterbury Property"). The City owns and operates a Reloading Area on the City of Waterbury Property on which the City permits only Waterbury residents, small haulers, and certain City vehicles to dispose of Non-processible Waste, mattresses and construction, demolition and land clearing debris (the "Reloading Area Waste"). Pursuant to a certain Municipal Solid Waste Management Services Contract ("MSA") between CRRA and the City dated as of October 1, 1993, as amended, CRRA is obligated to provide transportation services of the City's Reloading Area Waste from the City of Waterbury Landfill to the Facility and/or alternative disposal site. In addition, CRRA provides the City five (5) roll-off containers (the "Containers") for the transportation services described above. CRRA now desires to enter into this Agreement in order to have Contractor perform certain Reloading Area Waste transfer trucking and disposal Services from the City of Waterbury Landfill to the Facility or to the Contractor-selected and CRRA-approved volume reduction facility or other disposal site(s).

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

### **TERMS AND CONDITIONS**

#### **1. GENERAL**

##### **1.1 DEFINITIONS**

"Act of Bankruptcy" means that (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) Contractor shall have failed, or admitted in writing its inability generally, to pay its debts as such

debts become due, (c) Contractor shall have made a general assignment for the benefit of creditors, (d) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors, (e) Contractor shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in a bankruptcy or insolvency proceeding, (f) an order, judgment or decree for relief in respect of Contractor shall have been entered in an involuntary case, without the application, approval or consent of Contractor by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for Contractor or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days, (g) Contractor shall have filed a voluntary petition in bankruptcy, (h) Contractor shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or (i) an order for relief shall have been entered against Contractor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. §301. For purposes of this definition, the term Contractor shall mean Contractor or Guarantor.

**"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 City of Waterbury Reloading Area Waste Transportation and Disposal Services between CRRA and Contractor, together with **Exhibits 1 through 12** (inclusive) attached hereto and made a part hereof and any written amendments, modifications or supplements hereto.

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

**"Bulky Waste"** means construction, demolition and land clearing debris.

**"City"** means the City of Waterbury, Connecticut.

**"City of Waterbury Property"** has the meaning set forth in the Preliminary Recital above.

**"Commencement Date"** means July 1, 2011.

**"Disposal Sites"** means the Contractor-selected Volume Reduction Facility or other disposal facility to which Contractor transports and disposes of the Bulky Waste (construction, demolition and land clearing debris) from the City of Waterbury Property under this Agreement. Said sites or facilities must comply with the following: (i) must be pre-approved in writing by CRRA as a disposal site prior to any transportation or disposal by Contractor; and (ii) must be a currently permitted disposal facility(s) operating in accordance with, and pursuant to, all applicable

governmental regulations, statutes, permitting requirements, and any other such requirement. Any successor disposal sites or facilities utilized by Contractor must also be pre-approved by CRRA in writing prior to any transportation or disposal by Contractor.

**“Environmental Claim”** means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent, decree, penalty, fine, lien, proceeding or claim arising (a) pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Waste or actual or alleged Hazardous Waste Activity, (c) from any abatement, removal, remedial, corrective, or other response action in connection with a Hazardous Waste, Environmental Law or other order of a Governmental Authority or (d) from any actual or alleged damage, injury, threat, or harm to health, safety, natural resources, or the environment.

**“Environmental Law”** means any current or future Legal Requirement pertaining to (a) the protection of health, safety and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water or groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Waste or (e) pollution (including any release to air, land, surface water or groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§6901 *et seq.*, Solid Waste Disposal Act, as amended, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*, Clean Air Act, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, Hazardous Materials Transportation Act, 49 U.S.C. App. §§ 1801 *et seq.*, Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 *et seq.*, Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 *et seq.*, National Environmental Policy Act of 1969, 42 U.S.C. §§4321 *et seq.*, Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) *et seq.*, any similar, implementing or successor law, including, without limitation, laws enacted by the State of Connecticut or any other state, and any amendment thereto, or rule, regulation, order or directive issued thereunder.

**“Facility”** means the Mid-Connecticut Resources Recovery Facility.

**“Facility Coordinator”** means CRRA’s employee or its agent responsible for the supervision of the Mid-Connecticut Resources Recovery Facility.

**“Governmental Approval”** means any permit (including but not limited to the Permits), license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority.

**“Governmental Authority”** means any international, foreign, federal, state, regional, county, or local Person or body having governmental or quasi-governmental authority, or any instrumentality or subdivision thereof.

**“Guarantor”** means \_\_\_\_\_.

**“Hartford Landfill Property Coordinator”** means CRRA’s employee or its agent responsible for the supervision of the Hartford Landfill Property.

**“Hazardous Waste”** means waste which is defined or listed as a hazardous waste in the Solid Waste Disposal Act, 42 U.S.C., §6901, et. seq., as amended, Connecticut General Statutes §22a-115, as amended, and/or any regulations, rules or policies promulgated thereunder.

**“Legal Requirement”** means any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree, or other requirement of any Governmental Authority.

**“Municipal Solid Waste or MSW”** means solid waste generated by and collected from residential, commercial, institutional, industrial, and other establishments deemed acceptable by CRRA in accordance with all applicable federal, state, and local laws.

**“Non-Processible Waste”** means the following categories of Solid Waste (other than Unacceptable Waste): (a) Street sweepings; (b) Non-combustible construction materials and demolition debris, including masonry, brick and stone, structural steel, re-bar, and structural shapes; (c) Oversized Acceptable Solid Waste, that is, items which exceed seven (7) feet by three (3) feet by five (5) feet in size; (d) Tree stumps, logs, brush, and combustible demolition debris which exceed four (4) feet in length and four (4) inches in diameter or four (4) inches in thickness; (e) Other items not normally burned in a mass-burn facility, such as white goods and engine blocks, the processing of which would cause damage to the Facility; (f) Any Solid Waste not classified as Unacceptable Waste from the Participating Municipalities that cannot be burned at the Facility; and (g) Any other waste deemed by the Authority in its sole discretion to be “Non-Processible Waste.”

**“Operator”** means either the City of Waterbury employee(s) or agent responsible for the day-to-day operations of the Reloading Area and/or CRRA’s employee(s) or agent responsible for the day-to-day operations of the Facility.

**“Operating Year”** means each successive, twelve month period during the term of this Agreement, with the first Operating Year commencing on July 1, 2011, and ending on June 30, 2012, 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 that is less than a twelve month period.

**"Permits"** means all permits, consents, licenses, approvals or authorizations issued by any governmental body having jurisdiction over the transportation of Non-Processible Waste, Bulky Waste and C and D waste 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"** means CRRA's Mid-Connecticut Project Permitting, Disposal and Billing Procedures as amended from time-to-time.

**"Release"** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks or other receptacles containing or previously containing any Hazardous Waste.

**"Reloading Area Waste"** has the meaning set forth in the Preliminary Recital above.

**"Service Fee"** means the per pull transportation and per ton disposal amounts as set forth in **Exhibit 2** of this Agreement.

**"Services"** has the meaning set forth in Section 2.1.1 below.

**"Solid Waste"** means all materials or substances that are generally discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to trash, garbage, refuse, rubbish, discarded materials from residential, commercial, municipal and industrial activities, yard waste and vegetative waste but not including Hazardous Waste.

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

**"Uncontrollable Circumstance"** means any of the following acts, events or conditions that have had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of either party under this Agreement, or a material adverse effect on the operation or use of the Facility(s), if such act, event or condition is beyond the reasonable control of CRRA or Contractor, respectively, and not the result of willful or negligent action or a lack of reasonable diligence, of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement and is the proximate cause of such failure to perform or comply: an act of God, epidemic, landslide, lightning, earthquake, hurricane, fire, explosion, storm, flood or similar occurrence, an act of war, blockade, insurrection, riot, civil disturbance or similar occurrence.

**“Volume Reduction Facility”** means a facility properly permitted to accept for disposal Bulky Waste (construction, demolition and land clearing debris).

## **1.2 CONSTRUCTION**

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with "generally accepted accounting principles", and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles which are generally accepted at the date or time of such computation;
- (e) The words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;
- (f) Reference to any particular party shall include that party's employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof may be amended, modified or waived from time to time; and
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement.

## **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 [ ] duly organized and validly existing in good standing in the jurisdiction of its incorporation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to

enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor or, if applicable, Guarantor.

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, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound. 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 the Permits or 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 or [if applicable] Guarantor 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 or, if applicable, Guarantor's financial condition, or any other agreement or instrument entered into by Contractor in connection with the transaction contemplated hereby.

(d) Contractor shall diligently (1) defend itself against any and all actions and causes of action pending (or threatened) against it that would, irrespective of the merits thereof, materially adversely affect the ability of Contractor to perform 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 notice of all such actions, causes of action and claims within seven (7) days of Contractor's receipt or filing thereof, as the case may be.

### 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.

(d) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority, pending or, to the knowledge of CRRA, threatened against CRRA that in any way would materially adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by CRRA in connection with the transaction contemplated hereby.

## 2. SERVICES

### 2.1 SCOPE

#### 2.1.1 General

Contractor shall accept, transport, and dispose of Reloading Area Waste in accordance with the terms and conditions of this Agreement, and Contractor shall, at its sole cost and expense, furnish all vehicles, containers, labor, material and equipment necessary to perform these services in accordance with the terms of **Exhibit 1** (the "Services") and the Procedures. Non-Processible Waste received at the Reloading Area shall be transported



and disposed of at the Facility; Bulky Waste (construction, demolition, and land clearing debris) received at the Reloading Area shall be transported and disposed of at the Contractor-selected and CRRA-approved disposal site.

### **2.1.2 Commencement of Services**

On the Commencement Date Contractor shall commence performing the transportation and disposal of Reloading Area Waste in accordance with the terms of this Agreement and the Procedures.

### **2.1.3 Reloading Area Waste Provided by the City**

The City shall load the CRRA-owned roll-off containers provided to the City by CRRA for use in the transportation of segregated Reloading Area Waste received at the Reloading Area. Upon Contractor's acceptance of the filled roll-off containers for transportation, Contractor assumes control, ownership, and liability for said Reloading Area Waste until it is disposed of in accordance with this Agreement.

### **2.1.4 Access to Facility**

CRRA hereby grants to Contractor, during the term of this Agreement access to the City of Waterbury Property and the Facility during normal hours of operation or any other hours as may be approved by the City and/or CRRA. Such access is limited to only those areas of the City of Waterbury Property and Facility necessary for Contractor to perform its obligations under this Agreement, provided that: (a) Contractor shall not interfere with any other operations being conducted at the City of Waterbury Property, and the Facility by either CRRA, the Operator or any other person or entity; and (b) Contractor is in compliance with all of the terms and conditions of this Agreement. If Contractor fails to comply with any of the foregoing conditions of access, CRRA shall provide Contractor with written notice of such failure and Contractor shall have thirty (30) days from the date of such notice to cure such failure. Notwithstanding the foregoing, in the event that any failure by Contractor to comply with any of the foregoing conditions of access causes an emergency situation that either interferes with any of the operations being conducted at the City of Waterbury Property or the Facility by either CRRA, the Operator, or any other person or entity or presents a safety or security hazard to the City of Waterbury Property or the Facility, or to any personnel of CRRA or the personnel of the City of Waterbury, the Operator working at the City of Waterbury Property or Facility, then CRRA shall immediately notify Contractor of such failure and emergency situation, and upon Contractor's receipt of such notice Contractor shall take immediate action to cure such failure. If Contractor does not immediately cure such failure, then CRRA shall have the right, without any obligation to do so, to immediately cure such failure causing such emergency situation, and Contractor shall reimburse CRRA for any and all reasonable costs and expenses incurred by CRRA in taking such curative action. If, within the foregoing thirty (30) day cure period: (i) Contractor does not cure such failure, (ii)

Contractor does not reimburse CRRA in full for any and all reasonable costs and expenses incurred by CRRA in taking any curative action, or (iii) CRRA, by taking any curative action, is unable to cure such failure, then such failure shall constitute a Contractor default hereunder and CRRA shall have the right to revoke the access granted to Contractor herein and to terminate this Agreement in accordance with Section 7.2 herein. Any payment obligations of Contractor under this Section 2.1.4 shall survive the termination of this Agreement.

### **2.1.5 CRRA Provided Roll-off Containers**

CRRA covenants and agrees that, during the term of this Agreement, CRRA shall make available five (5) roll-off containers to accept Reloading Area Waste. Such CRRA provided containers shall remain dedicated to the City for the provision of Services under this Agreement. Use of the CRRA provided containers for any other purpose other than the Services under this Agreement shall be an Event of Default. Contractor shall maintain both physically and cosmetically, all CRRA provided and/or Contractor provided roll-off containers used in the performance of the Services in good operating and working condition. In the event new, replacement or additional roll-off containers are needed to perform Services, Contractor shall provide such new, replacement or additional roll-off containers at its sole cost and expense.

Upon termination of this Agreement, Contractor shall return to CRRA five (5) roll-off containers in good operating condition, less normal wear and tear.

## **2.2 TRANSPORTATION SERVICES**

### **2.2.1 General**

Contractor shall transport Reloading Area Waste from the Reloading Area to the Contractor-selected and CRRA-approved Disposal Site(s) or the Facility.

### **2.2.2 Equipment**

Contractor shall acquire, and use to perform the Services hereunder, such quantity of roll-off trucks, trailers, or additional roll-off containers necessary to perform such Services. All trucks and containers or roll-offs used by Contractor in the performance of the Services hereunder shall comply with all Applicable Laws governing the transportation of Reloading Area Waste hereunder, and all such trucks and containers shall be covered throughout the entire trip from the Reloading Area to the Facility or Disposal Sites. The cover shall enclose the entire length and width of the body of the container and shall ensure that Reloading Area Waste or dust cannot escape from or under the cover. All drivers employed by Contractor shall insure that there is no Reloading Area Waste on the truck frame, body or cab prior to leaving the Reloading Area or the Facility. Contractor shall maintain all vehicles used in the performance of the Services in good condition and

working order. CRRA or the City of Waterbury shall have the right to refuse admittance to the City of Waterbury Property or Facility of any vehicle that in its discretion is not so maintained. All vehicles shall have Contractor's name painted on the outside of each vehicle in letters at least six (6") inches high or bear such other means of identification as may be acceptable to CRRA. Any vehicle, container, trailer or other equipment that requires maintenance or repair shall be removed from the City of Waterbury Property or Facility promptly by Contractor at its sole cost and expense. No refueling shall be permitted on the City of Waterbury Property or Facility.

### **2.2.3 Operations**

- (a) The Reloading Area Operator will load the Reloading Area Waste into the roll-offs. Contractor shall fully cooperate with the Reloading Area Operator in coordinating and scheduling the removal of filled containers for transport to the Disposal Site, or Facility. Contractor covenants and agrees that it shall, at all times during the term of this Agreement, provide an adequate number of roll-off containers so as to insure that no interruption of the Reloading Area Waste loading operations occurs during the term of this Agreement.
- (b) Contractor shall transport Reloading Area Waste from the Reloading Area at such times as directed by the Reloading Area Operator and CRRA. Contractor shall have a continuing obligation to protect against spillage or leakage from the roll-offs at all times during removal from the Reloading Area, and transportation and delivery of the Reloading Area Waste to the Disposal Site or Facility.
- (c) Contractor shall perform the Services and shall provide notice to the Reloading Area Operator and CRRA of any difficulties in its performance. The parties shall cooperate in making temporary or permanent changes to Contractor's performance of the Services that do not impair or hinder the operations of the Reloading Area or increase costs to the City of Waterbury, CRRA or Contractor.
- (d) Contractor shall be fully responsible for the clean-up of any Reloading Area Waste that is spilled during the transportation on any public or private road, railway or property. Contractor must act immediately, diligently and with all due dispatch to respond to the spill and to initiate clean-up activities in accordance with all Applicable Laws, and Contractor shall indemnify CRRA for and hold CRRA harmless against any and all claims or damages arising from or in connection with any such spill or clean-up activities. If clean-up of a spill is not initiated with all due haste by Contractor, CRRA, at its option but without any obligation to do so, may perform any clean-up not performed by Contractor and may deduct from any amount otherwise due to Contractor hereunder the costs incurred by CRRA in connection with any such clean-up.

### **2.2.4 Disposal Sites**

Contractor is authorized to use only the Disposal Site(s) presented in **Exhibit 3**. Prior to its transportation and disposal of any Reloading Area Waste to a successor disposal site(s), Contractor shall provide CRRA with written evidence of its authorization to dispose of Reloading Area Waste at the Disposal Site(s) that is deemed satisfactory to CRRA at its sole and absolute discretion. Said Disposal Site(s) must be properly certified by all federal, state, and local governmental agencies. CRRA must provide Contractor with written approval of any proposed Disposal Site(s) that Contractor proposes. At CRRA's discretion, Contractor shall coordinate and obtain the permission of the owner/operator of the Disposal Site(s) to allow CRRA, or its agents, to inspect the Disposal Site(s) at any time during the term of this Agreement.

### **3. SERVICE FEES AND PAYMENTS**

#### **3.1 SERVICE FEES**

CRRA shall pay Contractor pursuant to the Service Fees set forth in **Exhibit 2** for each load of Reloading Area Waste transported and disposed of by Contractor in accordance with the terms and conditions of this Agreement.

#### **3.2. BILLING AND PAYMENT**

On or before the tenth (10th) day of each month, Contractor shall issue to CRRA an itemized invoice for the charges due Contractor pursuant to Subsection 3.1 for all Reloading Area Waste transported by Contractor hereunder during the immediately preceding month, which invoice shall include, at a minimum, the following information: (i) billing period; (ii) for each load of Reloading Area Waste: the date of transportation; truck number; tonnage amount; the weight ticket number issued by the Facility or Disposal Site for such load, a copy of the Facility's weight ticket issued by the Facility Operator for such load; and (iii) the amount(s) of the applicable per Ton Service Fees due. The Reloading Area Waste tonnage set forth on all invoices to be prepared and submitted by Contractor hereunder shall be based upon weight tickets issued by CRRA's Facility Operator or the Disposal Site(s) operator scale approved by CRRA. Except as otherwise set forth herein, all of Contractor's invoices submitted under this Agreement shall be paid by CRRA not later than forty-five (45) days from the date of CRRA's receipt thereof. In the event CRRA disputes all or any portion of any invoice, CRRA may withhold payment of the disputed amount. Invoices shall be payable at the address specified for Contractor herein or at such other address as Contractor may specify pursuant to Section 10.

### **4. INDEMNIFICATION**

#### **4.1 GENERAL INDEMNITY**

Contractor shall at all times protect, defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees and the City of Waterbury and its public officials, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents or employees, including the Operator or (b) the City of Waterbury or any of its directors, officers, agents or employees, including the Operator or (c) Contractor or any of its public officials, employees, agents or subcontractors, or (d) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents or subcontractors. Contractor further undertakes to reimburse CRRA and the City of Waterbury for damage to property of CRRA and the City of Waterbury caused by Contractor or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 4 shall survive the termination or expiration of this Agreement.

**4.2 CONTRIBUTION INDEMNITY AND WAIVER**

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

**4.3 SCOPE**

For purposes of Subsections 4.1 and 4.2 above, (i) the term Contractor shall mean and include Contractor, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners, and (ii) the term CRRA shall mean and include the Operator, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners.

**4.4 SURVIVAL**

The indemnities contained in this Section 4 of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

**5. INSURANCE**

## **5.1 REQUIRED INSURANCE**

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

## **5.2 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

## **5.3 MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or another equivalent coverage form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$3,000,000 per accident
3. Workers' compensation: Statutory limits. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Contractor's Pollution Legal Liability: \$2,000,000 per loss/\$2,000,000 annual aggregate.

## **5.4 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

## **5.5 OTHER INSURANCE PROVISIONS**

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

1. CRRA, its subsidiaries, officials and employees and the City of Waterbury are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to CRRA, its subsidiaries, officials, employees or the City of Waterbury. The policies shall also include a standard severability of interest clause and hold CRRA free and harmless from all subrogation rights of any insurer.
2. For any claims related to this project, the Contractor's and any subcontractor's insurance coverage shall be primary insurance as respects CRRA, its subsidiaries, officials, employees and the City of Waterbury. No contributions are permitted from any insurance or self-insurance maintained by CRRA, its subsidiaries, officials, employees or the City of Waterbury.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. It shall be an affirmative obligation upon Contractor to advise CRRA's Risk Manager by fax to 860-757-7741, by e-mail to [lmartin@crra.org](mailto:lmartin@crra.org), or by correspondence to CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, 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. If any of the aforementioned insurance policies are written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time the work under this contract is completed.

## **5.6 ACCEPTABILITY OF INSURANCE**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-VII, unless otherwise approved by CRRA.

## **5.7 VERIFICATION OF INSURANCE COVERAGE**

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

## **5.8 SUBCONTRACTORS AS INSURED**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **6. PERFORMANCE SECURITY**

Upon Contractor's execution of this Agreement, Contractor shall furnish CRRA with a performance bond or a letter of credit in the amount of TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS (the "Bond") for the Facility. The Bond shall be in one of the forms set forth in **Exhibit 4** and **Exhibit 5** and shall be issued and executed by a surety acceptable to CRRA. Contractor shall maintain the Bond in full force and effect during the term of this Agreement. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Bond, Contractor notifies CRRA by registered mail that the surety of the Bond elects not to renew such Bond. Failure to maintain or renew the Bond under the aforesaid terms shall constitute a default by Contractor under Section 9.2 of this Agreement. If the surety on the Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Bond due to no fault of Contractor, Contractor shall immediately substitute another bond (or letter of credit) and surety, subject to the requirements set forth in this Section 5.3. In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under the Bond.

**[If CRRA, in its sole discretion, determines that a Bidder is not sufficiently capitalized to discharge its obligations hereunder, CRRA will require the following]:**

## **7. CORPORATE GUARANTY**



Contractor shall furnish CRRA with and maintain in full force and effect during the term of this Agreement a corporate guaranty **[from an entity CRRA, in its sole discretion, deems to be adequately capitalized]**, which guaranty shall be in the form set forth in **Exhibit 6** (the "Guaranty"). In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under the Guaranty.

## **8. UNCONTROLLABLE CIRCUMSTANCES**

### **8.1 GENERAL**

In the event either party is rendered unable, wholly or in part, by an Uncontrollable Circumstance, to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such an Uncontrollable Circumstance and to the extent that such party is using its best efforts to mitigate damages caused by such Uncontrollable Circumstance and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused by the Uncontrollable Circumstance but for no longer period. In the event that either party is unable to perform due to an Uncontrollable Circumstance for a period of thirty (30) days or more, the other party may terminate this Agreement in accordance with Section 9.2 hereof.

### **8.2 NOTICE**

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

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

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

## **9. DEFAULT AND TERMINATION; DAMAGES**

**9.1 DEFAULT IN PAYMENT**

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

**9.2 CONTRACTOR DEFAULT**

In the event Contractor fails to perform any of its obligations hereunder, CRRA shall provide Contractor with written notice of such failure and Contractor shall have thirty (30) days from the date of Contractor's receipt of such notice to cure such failure; provided, however, that in the event such failure disrupts the loading and transport of the Reloading Area Waste by Contractor hereunder, then CRRA shall have the right to immediately cure such failure causing such disruption, and Contractor shall reimburse CRRA for any and all reasonable costs and expenses incurred by CRRA in taking such curative action within thirty (30) days after the receipt by Contractor of an invoice from CRRA for such costs and expenses. If: (i) Contractor does not cure such failure within the foregoing thirty (30) day period, (ii) Contractor breaches or defaults under any material representation, warranty, agreement or covenant contained herein or (iii) Contractor commits an Act of Bankruptcy, CRRA may terminate this Agreement by written notice to Contractor of such intention and/or pursue any and all other rights and/or remedies that CRRA may have against Contractor at law or in equity or hereunder. Any payment obligations of Contractor under this Section 7.2 shall survive the cancellation, expiration or termination of this Agreement.

**10. COMPLIANCE WITH LAWS**

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

**11. TERM**

The term of this Agreement shall begin on the Commencement Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on June 30, 2013.

**12. TERMINATION BY CRRA FOR CONVENIENCE**

CRRA and the City are parties to a certain Solid Waste Management Services agreement

dated October 1, 1993, as amended. The term of the MSA is through June 30, 2013. In the event CRRA and the City mutually agree to terminate the MSA prior to June 30, 2013, this Agreement shall terminate coterminous with the date CRRA and the City agree that the MSA shall terminate. If the Agreement is terminated under this Section 12, 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 Services 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 12, all rights and obligations of the parties, except as otherwise specifically provided in the Agreement, shall cease with respect to this Agreement.

### 13. NOTICES

#### 13.1 GENERAL

All notices, demands, requests, proposals, consents or other communications whatsoever which this Agreement contemplates, authorizes, requires or permits any party to give to the other party, except as provided in Subsection 13.2 or 13.3, shall be in writing and shall be personally delivered or sent by overnight express mail service or registered or certified mail, return receipt requested, addressed to the respective party as specified in this Subsection 13.1. Any notice shall be deemed delivered on the date of personal delivery, the day after such notice is sent via overnight express mail service or, if by registered or certified mail, on the fifth (5th) business day after deposit in the mail.

Notices to Contractor shall be addressed and sent to:

Notices to CRRA shall be addressed and sent to:

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

With a copy to:

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

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

### **13.2 ROUTINE NOTICES**

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

### **13.3 EMERGENCY NOTIFICATION**

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

### **14. SUBCONTRACTORS**

Contractor is hereby authorized to use the subcontractors identified in **Exhibit 7**. Contractor shall consult with CRRA before hiring any additional or successor subcontractors to perform any services hereunder. Contractor shall require all of its subcontractors to abide by the terms and conditions of this Agreement. Moreover, the subcontracts between Contractor and such subcontractors shall specifically provide that, in the event of a default by Contractor under this Agreement, CRRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide CRRA with copies of all such subcontracts and all other contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also the subcontracts between Contractor and its subcontractors shall specifically include CRRA as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

### **15. 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 re 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 15.

**16. WAIVER**

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

**17. ASSIGNMENT**

This Agreement shall not be assigned, transferred, pledged or hypothecated by any party without the prior written consent of the other party or such assignment shall be void. Any transfer (including a series of transfers over any period of time) of ten percent (10%) or more of the shares, assets or other interests of Contractor by sale, assignment, bequest, inheritance, operation of law or other disposition, including but not limited to such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency, or other proceedings, shall be deemed an assignment of this Agreement. Contractor shall provide CRRA with written notice of any such proposed event that would constitute an assignment hereunder at least thirty (30) days prior to the date of such proposed event.

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

**18. RELATIONSHIP OF THE PARTIES**

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

**19. GOVERNING LAW**

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

**20. SEVERABILITY**

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

**21. MODIFICATION**

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

**22. ENTIRETY**

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

**23. 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.

**24. CONTRACTS WITH THIRD PARTIES**

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

**25. NON-DISCRIMINATION**

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.

**26. CONTRACTOR'S EMPLOYEES**

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

**27. MECHANIC'S LIENS**

Contractor shall claim no interest in the Facility, the Waterbury Property, or any equipment, fixtures, materials or improvements of CRRA located or to be located thereon, and Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Waterbury Property. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or security interests by Contractor or its subcontractors or materialmen. 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) 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.

**28. WITHHOLDING TAXES AND OTHER PAYMENTS**

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the services to be performed hereunder by Contractor, or its employees, agents, subcontractors or materialmen. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this Section 26, and Contractor hereby agrees to indemnify and hold CRRA harmless against any and all such taxes, insurance and payments or other payments which CRRA may be required to pay in



the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

**29. SALES AND USE TAX EXEMPTION**

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

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

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

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

**30. 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.

31. **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 8** and will inform its principals of the contents of the notice.

32. **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 9**.

33. **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 10**.

34. **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 11**.

35. **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 12**.

36. **EFFECTIVE DATE**

This Agreement shall become effective on the date CRRA's President executes the Agreement.

(this space intentionally left blank)

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

CONNECTICUT RESOURCES  
RECOVERY AUTHORITY

By: \_\_\_\_\_  
Thomas D. Kirk  
Its President  
Duly Authorized

[CONTRACTOR]

By: \_\_\_\_\_  
[ \_\_\_\_\_ ]  
Its  
Duly Authorized

## **EXHIBITS TO AGREEMENT**

Exhibit 1 – Scope of Services

Exhibit 2 – Service Fee

Exhibit 3 – Approved Disposal Site(s)

Exhibit 4 – Letter of Credit

Exhibit 5 – Performance Bond

Exhibit 6 – Guaranty (if required by CRRA)

Exhibit 7 – Approved Subcontractors

Exhibit 8 – SEEC Form 11 Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

Exhibit 9 – Affidavit Concerning Nondiscrimination

Exhibit 10 – Affidavit Concerning Consulting Fees

Exhibit 11 – Contractor Certification Concerning Gifts

Exhibit 12 – CRRA President Certification Concerning Gifts

# EXHIBIT 1



## SCOPE OF SERVICES

1. For the purposes of this Agreement, Reloading Area Waste shall include:
  - Oversized Acceptable Solid Waste (“Non-Processible Waste) that cannot be processed at the Mid-Connecticut Resource Recovery Facility provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including but not limited to the following:
    - Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;
    - Individual items such as White Metals (as hereinafter defined) and blocks of metal that would in the Authority's sole discretion and determination cause damage to the Waste Facilities if processed and/or incinerated therein;
    - Scrap/Light Weight Metals (as hereinafter defined);
    - Bathroom fixtures, such as toilets, bathtubs and sinks;
    - Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by the Authority on a day-to-day basis;
    - Christmas trees;
    - Automobile tires with/without rims;
    - Any other Acceptable Solid Waste deemed by the Authority in its sole discretion to be Non-Processible Waste.
  - Mattresses
  - Bulky Waste which is defined as construction, demolition and land clearing debris.

## EXHIBIT 1

2. Contractor shall be solely responsible for the cost and expense of providing all vehicles, personnel, fuel, labor, equipment, tool, materials, and other items necessary to perform the Services.
3. Contractor shall maintain no fewer than five (5) roll-off containers at the Reloading Area at all times. If any of the roll-off containers provided by CRRA to the City to assist Contractor in the performance of the Services are not available due to maintenance or for any other reason, then Contractor is obligated to supply Contractor-owned or leased equipment in sufficient quantity to have the required five (5) roll-off containers at the Reloading Area at all times during the term of the Agreement. Should Contractor need additional containers or equipment to perform the Services, Contractor shall be responsible for providing such additional containers and equipment. Contractor shall be responsible for all maintenance costs associated with the containers and other equipment used in the performance of Services including the CRRA provided roll-off containers. Upon termination of the Agreement, Contractor shall return to CRRA the five (5) CRRA provided containers in the same or better condition as provided, less normal wear and tear.
4. Contractor shall remove and transport filled containers of oversized Acceptable Solid Waste/Non-Processible Waste and mattresses to the Mid-Connecticut Resource Recovery Facility located at 300 Maxim Road, Hartford, Connecticut for processing and disposal. Bulky Waste (construction, demolition and land clearing debris) shall be transported by Contractor to the Contractor-selected and CRRA-approved disposal site(s) listed in **Exhibit 3** of this Agreement.
5. Transportation services shall be provided daily, Monday through Friday, 8:00 am to 2:00 pm. Contractor shall provide transportation Services on an on-call, as needed basis when notified by the Reloading Area Operator. Contractor shall cooperate fully with the City of Waterbury Reloading Area Operator and CRRA in establishing and maintaining a transportation schedule for the term of the Agreement.
6. When on the premises of the City of Waterbury Property, Contractor's personnel shall work under the direction of the Reloading Area Operator. Contractor's personnel shall follow all rules, regulations, policies and procedures with respect to on-site activities including but not limited to traffic flow, loading, scaling, and health and safety requirements.
7. Contractor shall operate vehicles on the City of Waterbury Property and the CRRA Mid-Connecticut Resource Recovery Facility property entirely at the Contractor's risk and neither CRRA nor the City of Waterbury shall be responsible or liable for damage to any of Contractor's equipment and vehicles on or off the properties.
8. Reloading Area employees shall load the roll-off containers to be transported by Contractor.

## **EXHIBIT 1**

9. All Contractor vehicles shall be weighed in accordance with policies and procedures of the City of Waterbury and CRRA's Mid-Connecticut Permitting, Billing and Disposal Procedures. Waterbury Landfill and Mid-Connecticut Resource Recovery Facility personnel shall provide Contractor's drivers with weight tickets. Contractor shall use the inbound weight ticket provided its drivers at the Mid-Connecticut Resource Recovery Facility scalehouse when invoicing CRRA for Services. When Contractor is directed by CRRA to deliver loads to the Contractor-selected disposal site(s), the Contractor shall be directed by CRRA to use an alternative certified scale for weighing. The weight tickets issued by the operator of the alternative certified scale shall be used by Contractor to invoice CRRA for Services.



## EXHIBIT 2



### SERVICE FEES

Contractor Service Fees shall be comprised of:

1. Part 1 - Transportation Fee for each load of City of Waterbury Reloading Area Waste transported to:
  - the Mid-Connecticut Resource Recovery Facility; or
  - Contractor designated and CRRA approved Volume Reduction Facility or other disposal facility.

The Transportation Fee(s) is based on the Contractor providing all of the Transportation Services including the roll-off trucks, containers, fuel, drivers, and other materials, supplies and labor needed to transport Reloading Area Waste from the Reloading Area to the Mid-Connecticut Resource Recovery Facility or Contractor designated and CRRA approved Volume Reduction Facility or other disposal facility.

2. Part 2 – Per ton Disposal Fee for the disposal of Reloading Area Waste disposed of at the Contractor designated and CRRA approved Volume Reduction Facility or other disposal facility.

### PART 1

#### A. Transportation Fee

1. For the Services associated with transporting Reloading Area Waste from the Reloading Area to the Mid-Connecticut Resource Recovery Facility, CRRA shall pay Contractor, in the manner provided in the Agreement, a Transportation Fee for each load of Reloading Area Waste transported as indicated below:

\$

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

2. For the Services associated with transporting Reloading Area Waste from the Reloading Area to Contractor's designated and CRRA approved Volume Reduction Facility or other disposal facility, CRRA shall pay Contractor, in the manner provided in the Agreement, a Transportation Fee for each load of Reloading Area Waste transported as indicated below:

\$

## EXHIBIT 2

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

### PART 2

#### B. Disposal Fee

1. For the disposal of Reloading Area Waste transported to the Contractor-designated and CRRA-approved Volume Reduction Facility or other disposal facility, CRRA shall pay Contractor, in the manner provided in the Agreement, a Disposal Fee for each ton of Reloading Area Waste disposed as indicated below:

\$

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

The Transportation Fees and the Disposal Fee set forth above shall be adjusted on July 1, 2012 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.

# EXHIBIT 3



## CONTRACTOR-SELECTED AND CRRA-APPROVED DISPOSAL SITE(S)

CRRA has approved the following disposal facility(ies) for use by Contractor in the performance of the Services:

### Disposal Facility 1

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	

### Disposal Facility 2

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	

If at any time during the term of the Agreement Contractor wishes to use a disposal facility other than that listed in this Exhibit 3, Contractor shall first receive CRRA's approval regarding such alternative facility's use.

**EXHIBIT 4**



**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 City of Waterbury Reloading Area Waste Transportation and Disposal Services

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 City of Waterbury Reloading Area Waste Transportation and Disposal Services between [Contractor\_name] and Beneficiary, dated as of July 1, 2011.

Partial drawings hereunder are permitted.

## EXHIBIT 4

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]

**EXHIBIT 5**  
**PERFORMANCE BOND**

 **AIA** Document A312™ – 2010

**Performance Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**  
*(Name, legal status and principal place of business)*

**OWNER:**  
*(Name, legal status and address)*  
Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6th Floor  
Hartford, Connecticut 06103

**CONSTRUCTION CONTRACT**  
Date:  
Amount: \$  
Description:  
*(Name and location)*  
City of Waterbury Reloading Area Waste Transportation and Disposal Services  
City of Waterbury Reloading Area  
Mark Lane  
Waterbury, Connecticut 06704

**BOND**  
Date:  
*(Not earlier than Construction Contract Date)*

Amount: \$ 25,000  
Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**                      **SURETY**  
Company:                      *(Corporate Seal)*                      Company:                      *(Corporate Seal)*

Signature: \_\_\_\_\_                      Signature: \_\_\_\_\_  
Name and                      Name and  
Title:                      Title:  
*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*  
**AGENT or BROKER:**                      **OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init.



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

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

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

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

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

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

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Init.

## **Additions and Deletions Report for** **AIA<sup>®</sup> Document A312<sup>™</sup> – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:13:24 on 03/22/2011.

### **PAGE 1**

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

...

City of Waterbury Reloading Area Waste Transportation and Disposal Services  
City of Waterbury Reloading Area  
Mark Lane  
Waterbury, Connecticut 06704

...

Amount: \$ 25,000

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Ronald E. Gingerich, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:13:24 on 03/22/2011 under Order No. 8003794840\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

**EXHIBIT 6**



**GUARANTY**

**GUARANTY  
(if required by CRRA)**

This Guaranty made and dated as of \_\_\_\_\_, 2011 (the Guaranty") from a corporation duly organized and existing under the laws of the State of \_\_\_\_\_ (the Guarantor") to the Connecticut Resources Recovery Authority (the "Authority"), a public instrumentality and political subdivision of the State of Connecticut (the "State"),

**WITNESSETH:**

WHEREAS, CRRA intends to enter into an agreement with the ("Company") for the transportation of Reloading Area Waste generated at the City of Waterbury Reload Area in accordance with the Agreement for City of Waterbury Reloading Area Waste Transportation and Disposal Services between CRRA and the Company dated as of July 1, 2011 (the "Agreement");

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

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

**ARTICLE I**

**REPRESENTATIONS AND WARRANTIES**

Section 1.1. Guarantor Representations and Warranties. \_\_\_\_\_, as Guarantor, hereby represents and warrants that:

(1) The Guarantor has been duly incorporated and validly exists as a corporation in good standing under the laws of the State of \_\_\_\_\_ and is not in violation of any provision of its certificate of incorporation or its by-laws, has power to enter into this Guaranty and, by proper corporate action, has duly authorized the execution and delivery of this Guaranty.

## EXHIBIT 6

(2) Neither the execution and delivery of this Guaranty, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this Guaranty is prevented or limited by or conflicts with or results in a breach of or violates the terms, conditions or provisions of any contractual or other restriction on the Guarantor, or constitutes a breach under any of the terms of its Certificate of Incorporation or by-laws, or violates any agreement or instrument of whatever nature to which the Guarantor is now a party or by which the Guarantor or its property is bound, or constitutes a default under any of the foregoing or violates any federal, state or local law, rule or regulation applicable to the Guarantor.

(3) The assumption by the Guarantor of its obligations hereunder will result in a material financial benefit to the Guarantor.

(4) This Guaranty constitutes a valid and legally binding obligation of the Guarantor, enforceable in accordance with its terms.

(5) There is no action or proceeding pending or to the best of its knowledge threatened against the Guarantor before any court or administrative agency that would adversely affect the ability of the Guarantor to perform its obligations under this Guaranty and all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Guaranty or in connection with the performance of the Guarantor's obligations hereunder have been obtained as required hereunder or by law.

(6) Neither the nature of the Guarantor or any subsidiary of the Guarantor or of any of their respective businesses or property, nor any relationship between the Guarantor or any subsidiary and any other person, nor any circumstance in connection with the execution or delivery of the Agreement, is such as to require the consent, approval, or authorization of or filing, registration, or qualification with any governmental authority on the part of the Guarantor or any subsidiary, as a condition of the execution and delivery of the Agreement or any agreement or document contemplated thereby or the performance thereof.

(7) The Guarantor is familiar with the terms of the Agreement and consents to the terms thereof.

## ARTICLE II GUARANTY

Section 2.1 Agreement to Perform and Observe Obligations of Company under the Agreement. The Guarantor hereby unconditionally and irrevocably guarantees to the Authority the full and prompt performance and observance of each and all of the covenants and agreements required to be performed and observed by the Company, including any obligation to pay damages, under the Agreement, including all amendments and supplements thereto.

## EXHIBIT 6

Section 2.2 Guaranty Absolute and Unconditional. The obligations of the Guarantor hereunder are absolute and unconditional and shall remain in full force and effect until the Company shall have fully and satisfactorily discharged all of its obligations under the Agreement, and irrespective of any assignment of the Agreement or of any termination of the Agreement except in accordance with the express provisions thereof (and payment of all amounts due thereunder), and shall not be affected by (a) any set-off, counterclaim, recoupment, defense (other than payment itself) or other right that the Guarantor may have against the Authority, (b) the failure of the Authority to retain or preserve any rights against any person (including the Company) or in any property, (c) the invalidity of any such rights which the Authority may attempt to obtain, (d) the lack of prior enforcement by the Authority of any rights against any person (including the Company) or in any property, (e) the dissolution of the Company, (f) any claim by the Company or the Guarantor of impossibility of performance of the Agreement, (g) any claim by the Company or the Guarantor of commercial frustration of purpose with respect to the Agreement, or (h) any other circumstance which might otherwise constitute a legal or equitable discharge of a guarantor or limit the recourse of the Authority to the Guarantor; nor shall the obligations of the Guarantor hereunder be affected in any way by any modification, limitation or discharge arising out of or by virtue of any bankruptcy, arrangement, reorganization or similar proceedings for relief of debtors under federal or state law hereinafter initiated by or against the Company or the Guarantor. The Guarantor hereby waives any right to require, and the benefit of all laws now or hereafter in effect giving the Guarantor the right to require, any such prior enforcement as referred to in (d) above, and the Guarantor agrees that any delay in enforcing or failure to enforce any such rights shall not in any way affect the liability of the Guarantor hereunder, even if any such rights are lost; and the Guarantor hereby waives all rights and benefits which might accrue to it by reason of any of the aforesaid bankruptcy, arrangement, reorganization, or similar proceedings and agree that its liability hereunder for the obligations of the Company under the Agreement shall not be affected by any modification, limitation or discharge of the obligations of the Company or the Guarantor that may result from any such proceeding. This Section 2.2 shall not constitute a waiver of any rights of the Company under the Agreement.

Section 2.3 Waivers by the Guarantor. The Guarantor hereby waives all notices whatsoever with respect to this Guaranty, including, but not limited to, notice of the acceptance of this Guaranty by the Authority and intention to act in reliance hereon, of its reliance hereon, and of any defaults by the Company under the Agreement except as provided therein. The Guarantor hereby consents to the taking of, or the failure to take from time to time, without notice to the Guarantor, any action of any nature whatsoever with respect to the obligations of the Company under the Agreement and with respect to any rights against any person (including the Company) or in any property, including, but not limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases. To the extent permitted by law, the Guarantor hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the Guarantor

## EXHIBIT 6

hereunder.

Section 2.4 Agreement to Pay Attorney's Fees and Expenses. The Guarantor agrees to pay to the Authority on demand all reasonable costs and expenses, legal or otherwise (including counsel fees), which may be incurred in the successful enforcement of any liability of the Guarantor under this Guaranty. No delay in making demand on the Guarantor for performance of the obligations of the Guarantor under this Guaranty shall prejudice the right of the Authority to enforce such performance.

Section 2.5 Consent to Assignment. It is understood and agreed that all or any part of the right, title and interest for the Authority in and to this Guaranty may be assigned by the Authority to a trustee. The Guarantor consents to any such assignment and the Guarantor further agrees that the trustee, acting under the aforesaid assignment and in accordance with this Guaranty, shall be entitled to proceed first and directly against the Guarantor under this Guaranty without first proceeding against any other party.

### ARTICLE III SPECIAL COVENANTS

Section 3.1 Maintenance of Corporate Existence; Consolidation, Merger, Sale or Transfer. The Guarantor covenants that it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided, however, that the Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if the successor entity (if other than the Guarantor) assumes in writing all the obligations of the Guarantor hereunder and, if such successor entity is other than an affiliate of the Guarantor, has a net worth immediately after such consolidation, merger, sale or transfer at least equal to that of the Guarantor immediately prior to such event, and, if required, is duly qualified to do business in the State of Connecticut.

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

Section 3.2 Assignment. Without the prior written consent of the Authority, this Guaranty may not be assigned by the Guarantor, except pursuant to Section 3.1 hereof.

Section 3.3 Qualification in Connecticut. The Guarantor agrees that, so long as this Guaranty is in effect, if required, the Company will be duly qualified to do business in



## **EXHIBIT 6**

Connecticut and, if necessary, in order for the Guarantor to perform its obligations as required hereunder, the Guarantor will qualify to do business in Connecticut.

## EXHIBIT 6

Section 3.4 Agent for Service. The Guarantor irrevocably: (a) agrees that any suit, action or other legal proceeding arising out of this Guaranty may be brought in the courts of the State of Connecticut or the courts of the United States located within the State of Connecticut; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; and (c) waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any such courts. During the term of this Guaranty the Guarantor irrevocably designates the Secretary of the State of the State of Connecticut, whose address is Hartford, Connecticut, as its agent to accept and acknowledge in its behalf service of any and all process in any suit, action or proceeding brought in any such court and agrees and consents that any such service of process upon either agent shall be taken and held to be valid personal service upon the Guarantor whether or not the Guarantor shall then be doing, or at any time shall have done, business within the State of Connecticut, and that any such service of process shall be of the same force and validity as if service were made upon the Guarantor according to the laws governing the validity and requirements of such service in such state, and waives all claims of error by reason of any such service. Such agents shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding against the Guarantor or to conduct the defense of any such suit, action or any other legal proceeding.

### ARTICLE IV

#### MISCELLANEOUS

Section 4.1 Binding Effect. This Guaranty shall inure to the benefit of the Authority and its successors and assigns and shall be binding upon the Guarantor and its successors and assigns.

Section 4.2 Amendments, Changes and Modifications. This Guaranty may not be amended, changed or modified or terminated and none of its provisions may be waived, except with the prior written consent of the Authority and of the Guarantor.

Section 4.3 Execution in Counterparts. This Guaranty may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Guaranty.

Section 4.4 Severability. If any clause, provision or Section of this Guaranty shall be held illegal or invalid by a court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Guaranty shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Guaranty is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligations of the Guarantor to the fullest extent permitted by law.

Section 4.5 Captions. The captions or headings in this Guaranty are for

## EXHIBIT 6

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

Section 4.6 Governing Law. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

### ARTICLE V TERM OF GUARANTY

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

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed in its name and in its behalf by its duly authorized officers as of the \_\_\_ day of \_\_\_\_\_, 2011.

Accepted and agreed this \_\_\_ of \_\_\_\_\_, 2011.

[GUARANTOR]

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

Title:

CONNECTICUT RESOURCES RECOVERY AUTHORITY

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

Name:

\_\_\_\_\_

Title:

# EXHIBIT 7



## SUBCONTRACTORS

Contractor intends to use the following subcontractors in the performance of the Services:

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 Services.	

# EXHIBIT 7

<b>Subcontractor 2</b>	
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.	

<b>Subcontractor 3</b>	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Subcontractor 3 will have in providing the Work/Services.	

**EXHIBIT 8**

**SEEC FORM 11 – NOTICE TO EXECUTIVE BRANCH STATE  
CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS  
OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

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 9



### **AFFIDAVIT CONCERNING NONDISCRIMINATION**

At the time Contractor submitted its Bid, Contractor provided CRRA with the executed Affidavit Concerning Nondiscrimination. Such executed and notarized Affidavit shall be inserted as Exhibit 9 to the Agreement and made a part hereof.

# EXHIBIT 10



## 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 City of Waterbury Reloading Area Waste Transportation and Disposal Services" (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 10

## 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 11



## CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

### MID-CONNECTICUT RESOURCE RECOVERY FACILITY

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

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid for the "City of Waterbury Reloading Area Waste Transportation and Disposal Services" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between March 7, 2011 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
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

# EXHIBIT 11

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**

Virginia Raymond – Senior Analyst
Peter Egan – Environmental Affairs and Development Director

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

Governor Dannel P. Malloy
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 11

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 12



## PRESIDENT'S CERTIFICATION CONCERNING GIFTS

### Agreement for City of Waterbury Reloading Area Waste Transportation and Disposal Services

Awarded To

**[NAME OF CONTRACTOR]**

(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 City of Waterbury Reloading Area Waste Transportation and Disposal Services" 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