

**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE OF THE
MID-CONNECTICUT JET TURBINE FACILITY
RFP Number 12-OP-004**

**SUBMITTAL DUE DATE
DECEMBER 14, 2011**

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

DATED: November 7, 2011

REQUEST FOR PROPOSALS
For
OPERATION AND MAINTENANCE OF THE MID-CONNECTICUT JET TURBINE FACILITY
(RFP Number 12-OP-004)

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

TABLE OF CONTENTS

1. Notice To Firms – Request For Proposals

2. Request for Proposal –
 - 2.1. Notification of Mandatory Notice of Interest Form
 - 2.2. Introduction
 - 2.3. Overview
 - 2.4. Services To Be Provided
 - 2.5. Overview of Solicitation Process
 - 2.6. Submission Information and Instructions

3. Required Proposal Forms
 - 3.1. Mandatory Notice Of Interest Form
 - 3.2. Proposal Form
 - 3.3. Price Proposal Form (Part 1 and Part 2)
 - 3.4. Issues And Questions To Be Addressed Form
 - 3.5. Firm Background and Experience Form
 - 3.6. Background And Experience Form
 - 3.7. References Form
 - 3.8. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety
 - 3.9. Affidavit Concerning Nondiscrimination
 - 3.10. Background Questionnaire
 - 3.11. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
 - 3.12. Business Disclosure Form
 - 3.13. Business Exception Form

4. Notice Of Award Form [“NOA” - used by CRRA to notify successful proposer]

5. Form of Agreement for Operation and Maintenance of the Mid-Connecticut Jet Turbine Facility
 - 5.1. Definitions
 - 5.2. Scope of Services
 - 5.3. Pricing & Compensation Schedule (Part 1 and Part 2)
 - 5.4. Trading Order
 - 5.5. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
 - 5.6. Affidavit Concerning Nondiscrimination [as submitted in proposal]
 - 5.7. Affidavit Concerning Consulting Fees [To be executed by successful proposer]
 - 5.8. Contractor's Certification Concerning Gifts [To be executed by successful proposer]
 - 5.9. CRRA President's Certification Concerning Gifts

**REQUEST FOR PROPOSALS
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MID-CONNECTICUT JET TURBINE FACILITY**

**SECTION 1
NOTICE TO FIRMS – REQUEST FOR
PROPOSALS**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO FIRMS – REQUEST FOR PROPOSALS

CRRA is a quasi-public entity, a body politic and corporate, created pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). CRRA has the responsibility for developing and implementing environmentally sound solutions and best practices for solid waste disposal and recycling on behalf of, and in the best interests of the municipalities and residents of the State of Connecticut. CRRA oversees a statewide network of three regional waste-to-energy systems, a single-stream recycling facility, five transfer stations, and five landfills.

CRRA is seeking proposals for the operation and maintenance of the Mid-Connecticut Jet Turbine Facility located at 1 Reserve Road, Gate 20, in the South Meadows section of Hartford, CT. Under the Agreement, CRRA will assume direct responsibility for overall management of the JTF. Personnel, materials, and other items needed to operate and maintain the JTF on a daily basis will be provided by the contractor. Details and specifications are contained in the Request For Proposal package documents referenced below.

With this procurement, CRRA desires to select and enter into an acceptable agreement with a party to assume responsibility for operation and maintenance of the JTF commencing on June 1, 2012, through June 30, 2016 ("primary term"), and to provide certain transition services in advance of that date as described in the Request For Proposal package documents.

Request For Proposal ("RFP") package documents may be obtained on the World Wide Web at <http://www.crra.org> under the "Business Opportunities" page beginning **Monday, November 7, 2011**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at CRRA's office. Payment should be made by check payable to "Connecticut Resources Recovery Authority."

Any and all entities interested in participating in this procurement process **MUST** complete and submit a Notice of Interest Form **not later than 1:30 PM local time on November 23, 2011**. Only those parties that have submitted the Notice of Interest Form ("RFP participants") will be extended an opportunity to visit the subject facilities and receive communications relating to this procurement including written Addendum(s) to the Request for Proposals ("RFP"). The Notice of Interest Form can be found and downloaded from the Connecticut Resources Recovery Authority's ("CRRA's") World Wide Web site along with the other RFB documents at <http://www.crra.org> under the Business Opportunities page.

Sealed proposals must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 2:00 p.m., Wednesday, December

14, 2011. Proposals received after the time and date set forth above shall be rejected. All proposals shall remain open for ninety (90) days after the proposal due date.

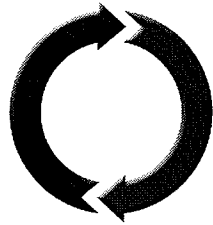
Proposals will be opened at CRRA's convenience on or after the proposal due date. Note that all information submitted by a firm responding to this RFP is subject to Connecticut's Freedom of Information Act.

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

All technical questions about the substance of this RFP must be submitted **in writing** to Virginia Raymond , by e-mail (vraymond@crra.org) by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 4:00 p.m., Thursday December 1, 2011. Subject to the discretion of CRRA, CRRA may decide to provide written responses to firms no later than Friday, **November 18, 2011**. Any firm considering submitting a proposal is prohibited from having any communications about this RFP or any resulting contract with any CRRA staff member or CRRA Board member except Ms. Raymond (technical questions) or Mr. Guzowski (for copies of RFP documents).

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE OF THE
MID-CONNECTICUT JET TURBINE FACILITY**

**SECTION 2
REQUEST FOR PROPOSALS AND
INSTRUCTIONS TO PROPOSERS**



**CONNECTICUT
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**REQUEST FOR PROPOSALS
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HARTFORD, CONNECTICUT 06103**

DATED: November 7, 2011

CONTENTS – RFP FOR OPERATION AND MAINTENANCE OF THE MID-CONNECTICUT JET TURBINE FACILITY

1.	MANDATORY NOTICE OF INTEREST FORM	2
2.	INTRODUCTION.....	2
2.1	SEPARATE PROCUREMENT – POWER PURCHASE AGREEMENT	3
3.	OVERVIEW OF JTF AND CURRENT OPERATIONS.....	3
	TABLE 1 - SUMMARY OF CLAIMED CAPABILITY	4
	TABLE 2 - SUMMARY OF MAJOR WORK PERFORMED	5
	TABLE 3 - ENGINE OPERATING & MAINTENANCE DATA	6
3.1	TERM OF CURRENT OPERATOR’S O&M AGREEMENT	6
4.	SERVICES TO BE PROVIDED	6
4.1	OVERVIEW OF SCOPE OF WORK	6
4.2	CAPITAL INVESTMENTS AND UPGRADES	8
4.3	CONTEMPLATED MANAGEMENT STRUCTURE AND BUDGETARY PROCESS.....	9
5.	OVERVIEW OF CRRA’S SOLICITATION PROCESS.....	9
5.1	DEFINITIONS	10
5.2	CONTRACTOR CERTIFICATION CONCERNING GIFTS FORM.....	11
5.3	CRRA STARTED PLANNING THIS RFP ON AUGUST 1, 2011. SEEC FORM 11, NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN 12	
5.4	NON-NEGOTIABILITY OF THE AGREEMENT	12
5.5	MODIFICATION/WITHDRAWAL OF A PROPOSAL	12
6.	RFP SUBMISSION INFORMATION, INSTRUCTIONS, AND CONTENT.....	12
6.1	IMPORTANT RFP DATES	12
6.2	RFP AVAILABILITY.....	13
6.3	PRE-SUBMITTAL SITE TOUR.....	13
6.4	PRE-SUBMITTAL INQUIRIES.....	13
6.5	RFP SUBMISSION DEADLINE.....	14
6.6	PROPOSAL COPIES.....	14
6.7	SUBMITTAL OPENING.....	15
6.8	SUBMITTAL EVALUATION CRITERIA	15
6.9	AFFIRMATIVE ACTION EVALUATION CRITERIA	15
6.10	DISCLOSURE OF INFORMATION.....	16
6.11	PROPOSAL AND PROPOSAL COSTS	16
7.	SUBMITTAL FORMAT AND CONTENT.....	16

EXHIBITS AND ATTACHMENTS TO RFP PACKAGE OF DOCUMENTS

Exhibit 1	Mandatory notice of interest form
Exhibit 2	Proposal Form
Exhibit 3	Price Proposal Form (please complete both Part 1 and Part 2)
Exhibit 4	Issues and Questions To Be Addressed
Exhibit 5	Firm Background And Experience Form
Exhibit 6	Personnel Background And Experience Form
Exhibit 7	References Form
Exhibit 8	Questionnaire concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety
Exhibit 9	Affidavit Concerning Nondiscrimination
Exhibit 10	Background Questionnaire
Exhibit 11	SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors of Campaign Contribution and Solicitation Ban
Exhibit 12	Business Disclosure Form
Exhibit 13	Business Exception Form

1. MANDATORY NOTICE OF INTEREST FORM

Any and all entities interested in participating in this procurement process **MUST** complete and submit a Notice of Interest Form **not later than 1:30 PM local time on November 23, 2011**.

Only those parties that have submitted the Notice of Interest Form (“RFP participants”) will be extended an opportunity to visit the subject facilities and receive communications relating to this procurement including written Addendum(s) to the Request for Proposals (“RFP”).

The Notice of Interest Form can be found and downloaded from the Connecticut Resources Recovery Authority’s (“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:

If By Email	If by Mail	If by Fax
rguzowski@crra.org Attention: Roger Guzowski	CRRA 100 Constitution Plaza, 6th Floor Hartford, Connecticut 06103 Attention: Roger Guzowski	FAX (860) 757-7742 Attention: Roger Guzowski

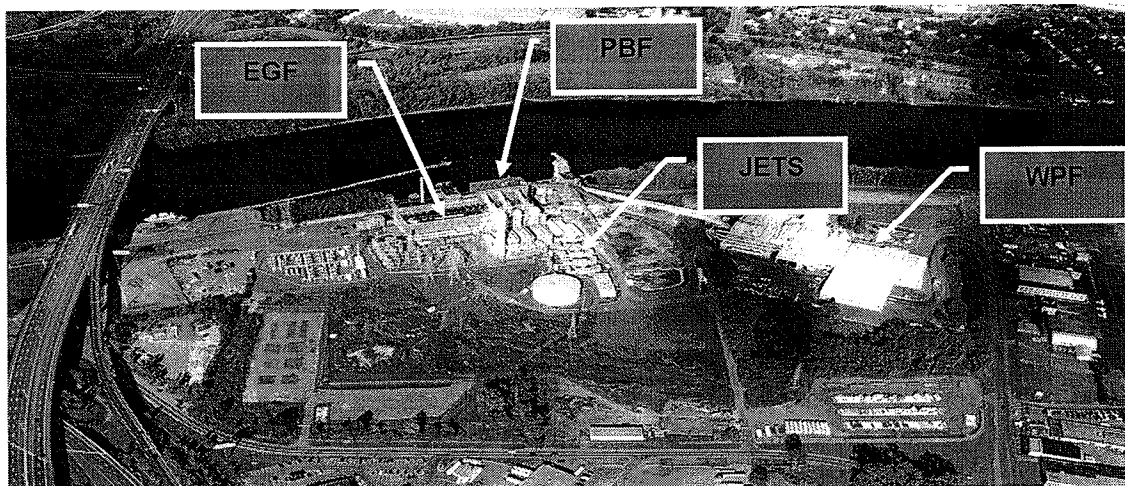
2. INTRODUCTION

CRRA is a quasi-public entity, a body politic and corporate, created in 1973 pursuant to Connecticut General Statutes Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the “State”). CRRA has the responsibility for implementing solid waste disposal and recycling programs throughout the State in accordance with the State Solid Waste Management Plan, and is authorized to issue and sell bonds and notes to accomplish this purpose and to enter into contractual arrangements with the private sector where such arrangements will best accomplish CRRA’s purposes. CRRA oversees a statewide network of resources recovery facilities, recycling and education centers, and transfer stations. CRRA also retains, via contract, substantial solid waste disposal capacity at the Wheelabrator Resco Resource Recovery Facility located in Bridgeport, Connecticut.

CRRA is issuing this RFP to obtain written proposals, including information regarding the qualifications of the respondents (“Proposer” or “Proposers”), provide operation and maintenance services for the Mid-Connecticut Jet Turbine Facility (the “JTF”).

The JTF is located at 1 Reserve Road, Gate 20, in the South Meadows section of Hartford, Connecticut. The approximately 90-acre site is bordered on the east by the Connecticut River, on the west by Reserve Road, south of Route 15 and north of Maxim Road and Brainard Airport and is comprised of the Waste Processing Facility (“WPF”), the Power Block Facility (“PBF”), the Electric Generating Facility (“EGF”) and the JTF. Figure 1 below is an aerial view of the Mid-Connecticut South Meadows Site.

Figure 1



The services associated with this RFP relate solely to the JTF, and are not expected at this time to include provision of any other services at the site.

Through this solicitation, CRRA is seeking proposals for the operation and maintenance of the JTF under a business model whereby CRRA will have direct responsibility for the overall management and budget of the JTF and its operation. Planning, personnel, materials, and other items needed to operate and maintain the JTF on a daily basis will be provided by the selected operator.

2.1 Separate Procurement – Power Purchase Agreement

CRRA is in the process of conducting a procurement expected to lead to the selection of a party that will purchase the electrical output (and other energy products) associated with the JTF. Proposers should not include in their business proposal any provision for control of and/or revenues deriving from JTF energy products. The successful party from that procurement (the “Purchaser” of the energy) will be responsible for all bidding and scheduling of the JTF with ISO-NE and have control over the offer price of the JTF. As permitted by and consistent with the Restated NEPOOL Agreement (as amended from time to time) and associated market rules and procedures, that party is expected to be the Lead Market Participant.

3. OVERVIEW OF JTF AND CURRENT OPERATIONS

As evident in Figure 1 above, the JTF is located on the same property and adjacent to CRRA’s WPF, PBF and EGF (collectively the “Facility”). The Facility is a 2000 TPD municipal solid waste (“MSW”) plant that burns the MSW to produce steam that is used to generate electricity. CRRA purchased the JTF in 2001 when Connecticut implemented its utility restructuring plan and CL&P divested itself of its generation assets.

The JTF consists of four Pratt & Whitney Twin-Pac generating sets (“Twin-Pacs”), each nominally capable of generating 40 MW. Each of the four Twin-Pac units (each a “Unit”) is comprised of two Pratt & Whitney FT4-9 combustion turbine engines with each engine having a dedicated compressor and a dedicated free-turbine (not coupled to the engine), a single air-

cooled electric generator, an inlet hood with filter house, and a stub-stack. Each turbine has a maximum throughput of approximately 1900 gallons of jet fuel (No. 2 oil) per hour. Each turbine has its own stack and there is no emission control device associated with the units. The JTF went into commercial operation in the early 1970's. Each Twin-Pac is capable of black-start operation. The units operate as peaking capacity and typically operate approximately 50 hours/year.

Summary information regarding claimed capability, major work completed, and engine operating and maintenance data are found in the following three tables.

Table 1 - Summary of Claimed Capability

<u>Item</u>	<u>Unit 11</u>	<u>Unit 12</u>	<u>Unit 13</u>	<u>Unit 14</u>
Winter Claimed Capability	46.921 MW	47.867 MW	47.917 MW	46.346 MW
Summer Claimed Capability	35.781 MW	37.701 MW	38.317 MW	3.746

(Remainder of page intentionally left blank. Table 2 is presented on the following page.)

Table 2 - Summary of Major Work Performed

SOUTH MEADOW UNITS INSTALLATION, REPAIR AND STACK TESTING STATUS						
LAST UPDATED – 09/08/11						
LOCATION	COMPONENT	S/N	MOST RECENT DATE			COMMENTS
			REBUILT	INSTALLED	STACK TESTED	
11A	GG	675102	4/20/2002	not available	11/15/2009	
	CW FT	600104	9/17/2009	9/18/2009	n/a	Disassembled and inspected + other work after external lube oil hose rupture and fire
11B	GG	675311	not available	not available	11/15/2009	
	CCW FT	600213	2/10/2006	not available	n/a	Disassembled and inspected after engine failure
12A	GG	675209	7/15/1997	not available	11/14/2009	
	CW FT	600212	3/7/2011	4/26/2011	n/a	
12B	GG	675341	5/26/1998	not available	11/14/2009	
	CCW FT	600214	1/30/1987	not available	n/a	
13A	GG	675336	12/13/2000	not available	11/8/2009	
	CW FT	600024	2/9/2010	6/19/2010	n/a	
13B	GG	675357	12/1/1991	9/27/2009	5/10/2011	
	CCW FT	600281	9/3/2010	9/27/2009	n/a	
U13 GENERATOR	FIELD	n/a	10/1/1990	not available	n/a	Rewound field
14A	GG	675339	8/10/2006	not available	11/7/2009	Rebuilt after low compressor failure while in U11B
	CW FT	600210	9/12/2003	not available	n/a	Oil tube failure
14B	GG	675256	1/6/1999	not available	11/7/2009	
	CCW FT	600216	7/16/2010	4/28/2011	n/a	
SPARE	GG	675338	7/29/2011	n/a	n/a	
SPARE	CCW FT	600215	8/4/2011	n/a	n/a	
SPARE	CW FT	600025	7/1/1998	n/a	n/a	Rebuild in progress

(Remainder of page intentionally left blank. Table 2 is presented on the following page.)

Table 3 - Engine Operating & Maintenance Data

S. MEADOW JETS ENGINE OPERATING AND MAINTENANCE DATA LAST UPDATED 09/08/11								
CURRENT ENGINE LOCATION	S/N	LATEST COMBUSTION SECTION INSPECTION	ENGINE HOURS			ENGINE STARTS		
			2009	2010	2011	2009	2010	2011
11A	675102	7/19/2009	12.9	16.3	17.1	7	6	7
11B	675311	7/18/2009	12.9	16.2	17.1	7	6	7
12A	675209	6/13/2009	13.4	19.3	17.9	7	8	6
12B	675341	6/13/2009	13.3	19.5	17.8	7	8	6
13A	675336	5/30/2009	14.7	17.5	16.5	8	8	7
13B (PREVIOUSLY IN SHOP)	675357	8/10/2010	5.2	19.3	21.3	3	8	7
14A	675339	4/19/2009	12.1	17.4	18.5	6	7	7
14B	675256	4/19/2009	12.2	16.9	18.5	6	7	7
SHOP (PREVIOUSLY IN 13B)	675338	7/29/2011	9.2	0.0	0.0	5	0	0
13 A&B, 14 A&B		Week of 10/24/2011						

NOTE: GG 675338 is being at this time (or has now been) installed in location 13B, and GG 675357 returned as the "spare" engine

3.1 Term of Current Operator's O&M Agreement

The JTF has been operated and maintained by Northeast Generation Services Company ("NGS") pursuant to an agreement dated as of May 30, 2000. The CRRA/NGS agreement comes to term on May 31, 2012. With this procurement, CRRA anticipates selecting and entering into an agreement with a party to assume responsibility for operation and maintenance of the JTF commencing on June 1, 2012, and to provide certain transition services in advance of that date as described in this RFP and attachments.

4. SERVICES TO BE PROVIDED

The services to be provided are set forth in Attachment 1 of this RFP. Following is an overview of this information and certain expectations regarding future upgrades and work to be done to the Units and Facility. Proposers are instructed to become familiar with the full scope of work as provided in the attachment.

4.1 Overview of Scope of Work

The list below is an incomplete summary of the actual scope of services to be provided in the agreement. Refer to Attachment 1 – Form of the Agreement for Operation and Maintenance of the Mid-Connecticut Jet Turbine Facility (the "Agreement") for a detailed scope of services to be provided by the successful Proposer. Note; CRRA also

retains the right under the Agreement to directly engage other parties at its sole option to perform any work needed at the JTF during the Term of the Agreement.

Prior to Operations. A transition phase will precede commencement of day-to-day O&M services by the new Operator, during which a range of issues associated with preparation for routine operating activities will be undertaken, including but not limited to:

- Develop and implement staff and employment related matters, including but not limited to:
 - Staffing plan
 - Hiring
 - Training & Certifications
- Review of the facility, units, parts and tools inventory, and on-going preventive and major maintenance in preparation for assuming operating responsibility;
- Make decisions regarding and implement telephone and computer infrastructure for regular operations and communications;
- Review licenses and permits associated with the operations;
- Develop and implement procedures, systems and manuals for accounting, payroll, inventory, invoicing, administrative matters, and safety;
- Review NERC compliance matters related to the facility and develop a communications protocol related thereto;
- Prepare for operating the units with electronic dispatching in accordance with all applicable rules and guidelines by ISO-NE and NEPOOL. CRRA's current Operator Remote Terminal Unit ("RTU") display is located in a control room staffed by the Connecticut Valley Electric Exchange ("CONVEX") under a temporary arrangement. In addition to the RTU in use, CRRA also owns a second redundant RTU that could be deployed in a new location, potentially for parallel use to aid in the transition of the new operator to full, day-to-day assumption of this responsibility. Therefore, activities related to electronic dispatching during the transition phase are expected to include items such as;
 - Finalization with CRRA of the location where Proposer will install, monitor, operate and maintain CRRA's RTU display, and/or similar replacement and/or upgraded electronic dispatch communication equipment;
 - At such location, arrange for the installation of a dedicated phone line for each unit's dispatching and communications with ISO-NE or other applicable party;
 - Implement all required communications systems so that the units can be called into operation when and if called by ISO-NE or applicable party.
- Evaluate CRRA's budget for the first period of operations and provide comments or suggestions as appropriate.
- Review available maintenance data, plans and requirements and be prepared to maintain the current or implement an alternative comprehensive maintenance management system.
 - The current operator uses a computerized maintenance management system named "Cogz" for scheduling and tracking preventive maintenance

activities on the Units. A limited amount of historical information is also available in that program.

- CRRA is willing to entertain a plan to either maintain the current program and approach, or to implement an alternative system with the new operator based upon the relative advantages and disadvantages that may be associated with a change.

O&M Services. Provide routine O&M services, including but not limited to:

- Implement any activities begun but not yet completed during the transition phase;
- Preparation of annual budgets;
- Oversee payroll matters, including compliance with all tax related payments and requirements;
- Obtain and maintain workers compensation, unemployment, and any other employee-related insurances required;
- Obtain and maintain all required insurances provided for in the Agreement;
- Implement and manage invoicing, accounting, and administrative procedures;
- Implement and maintain inventory controls;
- Implement and maintain a preventive maintenance program, and maintenance records and all related drawings, technical bulletins, and similar systems;
- Provide all required testing of the units and capacity related demonstrations and maintain related records and reporting;
- Perform ordinary, planned or scheduled and forced maintenance;
- Perform site maintenance (mowing, snow removal, etc.);
- Operate the units and JTF when called;
- Provide reporting and record keeping;
- Coordinate with ISO-NE, NEPOOL and CRRA's electric power purchaser for seasonal claimed capacity testing;
- Receive fuel purchased by CRRA or its designee;

For such services CRRA will reimburse the Operator on a cost plus fixed fee basis.

4.2 Capital Investments and Upgrades

CRRA is considering implementation of certain upgrades to equipment and spare parts and equipment inventory at the facility during the term of the Agreement. The role and responsibility of the Operator in managing and implementing these activities is likely to vary depending upon factors such as qualifications, cost and other factors. Examples of such activities that may be implemented include;

- Upgrade to the unit fuel control systems, including replacement of the fuel controllers;
- Upgrade of protective relays;
- Consideration of a spare transformer;
- General controls upgrade; and
- Enhancement of the computerized maintenance management system.

CRRA will evaluate these issues with support of the new Operator and potentially implement some or all of the above during the term of the Agreement.

4.3 Contemplated Management Structure and Budgetary Process

Under the Agreement, CRRA will assume direct responsibility for overall management of the JTF. Personnel, materials, and other items needed to operate and maintain the JTF on a daily basis will be provided by the Operator.

Each Contract Year will commence on July 1 and end on June 30 (coterminous with CRRA's fiscal year). However, the first Contract Year of the Agreement will be for 13 months, commencing on June 1, 2012. Prior to the commencement of each Contract Year, the Operator will submit to CRRA for review and adoption its recommended annual operating and maintenance budget and a capital replacement budget. CRRA will pay the Operator for the actual cost of labor, services and materials provided, plus an agreed-to markup, all pursuant to an approved budget and the terms of the Agreement. Actual expenditures will be reviewed jointly by CRRA and operator in relation to the annual budget on a quarterly basis and annual budgets will be subject to CRRA revision in connection with such reviews. Throughout the term of the Agreement CRRA will retain the right to, upon reasonable notice at any time during the term of the Agreement, order the Operator to stop performance of any activity and hire or retain permanent or temporary replacement workers or subcontractors for the Operator in connection with the terminated activity.

5. OVERVIEW OF CRRA'S SOLICITATION PROCESS

Generally, CRRA's solicitation process for the selection of an entity to operate and maintain the JTF is comprised of the five (5) milestones as described below. **The issuance of this RFP is Milestone 1 of the 5 milestones.** It is important to note that the entire solicitation process will not be considered complete until a definitive Agreement between CRRA and the approved Proposer has been executed, if such occurs.

- (a) Milestone 1 - Request for Proposals ("RFP"). On November 7, 2011 CRRA issued this RFP.
- (b) Milestone 2 – Proposal Evaluations. The award of any Agreement for the services will be made, if at all, to the Proposer whose evaluation by CRRA results in CRRA determining that such award to such Proposer is in the best interests of CRRA. However, the selection of a Proposer and the award of such Agreement, while anticipated, are not guaranteed. CRRA is an Equal Opportunity and Affirmative Action Employer and does not discriminate in its hiring, employment, contracting or business practices. CRRA is committed to complying with the Americans with Disability Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services or activities.
- (c) Milestone 3 - Agreement Discussions. Based on CRRA's evaluation of the Proposals received, CRRA may invite one or more Proposers to enter into contract discussions.
- (d) Milestone 4 - CRRA Board of Directors Approval. Upon such time as an acceptable definitive Agreement has been reached with the preferred Proposer, CRRA

management will make its selection recommendation to CRRA's Board of Directors for approval.

- (e) Milestone 5 - Notice of Award and Execution of the Agreement. Upon approval of the preferred Proposer by the Board of Directors, CRRA will issue to the approved Proposer a Notice of Award. Two execution copies of the definitive Agreement, along with other documents, will accompany the Notice of Award. Upon execution of the Agreement by the selected Proposer and CRRA, the solicitation process will be deemed complete and the solicitation process closed.

During the entire solicitation process CRRA retains the right to:

- (a) Supplement, amend, or otherwise modify or cancel the solicitation process with or without substitution of another solicitation;
- (b) Issue additional or subsequent solicitations;
- (c) Investigate the qualifications of any entity under consideration (including subcontractors and parties otherwise related to a proposing entity);
- (d) Clarify the information provided pursuant to this RFP;
- (e) Request additional evidence or documentation to support the information included in any submittal;
- (f) Appoint an evaluation committee to review submittals and use the assistance of outside professionals in submittal evaluation;
- (g) Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
- (h) Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
- (i) Enter into a final agreement with terms that vary from the terms set forth in CRRA's solicitation documents;
- (j) Visit and examine any of the facilities referenced in any submittal and others owned, operated, and/or built by a Proposer to observe and view the operations at such facilities;
- (k) Conduct contract discussions with one or more submitting entities; and
- (l) Reject any and all submittals, or parts thereof, and/or to waive any informality or informalities in any proposal, if such rejection or waiver is deemed in the best interests of CRRA.

5.1 Definitions

As used in this Instructions To Proposers and in other Contract Documents (as defined herein), the following terms shall have the meanings as set forth below:

- (a) **Addenda:** Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Agreement for Operation and Maintenance of the Mid-Connecticut Jet Turbine Facility (the “Agreement”);
 - (2) RFP Package Documents (defined in (g) below)
 - (3) Addenda;
 - (4) Firm’s Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-proposal documentation submitted prior to the Notice Of Award);
 - (5) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful proposer]; and
 - (6) Any written amendments to the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful proposer that states that CRRA has accepted such proposer’s proposal and sets forth the remaining conditions that must be fulfilled by such proposer before CRRA executes the Agreement.

5.2 Contractor Certification Concerning Gifts Form

Pursuant to Connecticut General Statutes Section 4-252, persons or entities who are the apparent successful Submitters/Bidders or Proposers 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 RFP and subsequent documents associated with this procurement, from the date CRRA began planning this procurement to the date the Agreement for services is executed.

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

Note that in the event an election is held between now and the time CRRA issues the Notice of Award, the names of the office holders currently listed on the **Contractor’s Certification Concerning Gifts Form** which is included with the Notice of Award Form. Those names may change prior to the issuance of the Notice of Award.

5.3 CRRA started planning this RFP on August 1, 2011. SEEC Form 11, Notice to Executive Branch State Contractors and Prospective State Contractors of 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 11 of this RFP.

5.4 Non-Negotiability Of The Agreement

The terms and conditions of the Agreement (“Section 5: Agreement & Exhibits” of the RFP Package Documents), as attached, are non-negotiable. Any potential proposer that will be unable to execute the Agreement, as attached, should not submit a proposal.

5.5 Modification/Withdrawal Of A Proposal

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to CRRA’s office at any time prior to the proposal due date.

6. RFP SUBMISSION INFORMATION, INSTRUCTIONS, AND CONTENT

6.1 Important RFP Dates

DATE(s)	TIME	ADDRESS/LOCATION	ACTION ITEM/ACTIVITY
Nov. 6, 2011	N/A	N/A	RFP Formally Announced.
Nov. 7, 2011		http://crra.org/pages/business_opp.htm	RFP Documents Available
Nov. 23, 2011	4:00 PM EST	rguzowski@crra.org or mail or fax	Deadline for submittal of mandatory Notice of Interest Form
Nov. 17-30, 2011		JTF Site	Site Visit(s) as arranged by CRRA
Dec. 1, 2011	4:00 PM EST	vraymond@crra.org or mail or fax	Deadline for all written requests for information regarding the procurement.

DATE(s)	TIME	ADDRESS/LOCATION	ACTION ITEM/ACTIVITY
Dec. 8, 2011		N/A	Deadline for CRRA to issue written responses to questions/ addendum(s) to the RFP, if any.
Dec. 14, 2011	2:00 PM EST	CRRA, 100 Constitution Plaza, 6 th Floor, Hartford, Connecticut, 06103	Deadline for Proposal submittal.

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

6.2 RFP Availability

Complete sets of the RFP package may be obtained on the World Wide Web beginning Monday, November 7, 2011 at:

<http://www.crra.org> under the “Business Opportunities” page; select the “RFP: Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility” link.

The RFP Package Documents are in PDF format. All of the forms Proposers are required to submit as part of the Proposal are also available for downloading in Microsoft Word or Excel format at the same place on CRRA’s web site where the PDF of the RFP is located. Proposers can complete the forms by typing the answers on their computer’s keyboard. The forms can then be printed and submitted with the Proposal. CRRA encourages entities to make use of the downloaded Word forms.

If for any reason the RFP or the forms do not properly download for printing, please contact Roger Guzowski at 860-757-7703 .

6.3 Pre-Submittal Site Tour

Following receipt of the mandatory Notice of Interest Form, which must be provided to CRRA no later than November 23, 2011 at 4:00 PM, CRRA will determine a time(s) for RFP participants to tour the JTF.

6.4 Pre-Submittal Inquiries

All inquiries regarding this RFP shall be in writing and submitted using one of the following methods:

If By Email	If by Mail	If by Fax
vraymond@crra.org Attention: Virginia Raymond	CRRA 100 Constitution Plaza, 6th Floor Hartford, Connecticut 06103 Attention: Virginia Raymond	FAX (860) 757-7742 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 foregoing 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 RFP, CRRA shall send its foregoing written responses via e-mail to the RFP participants.

In some cases CRRA may choose to make certain requests available to participants via a documents room or FTP site. If information is to be made available via a documents room or FTP site, CRRA shall notify RFP participants when and what types of information is being made available via such documents room or FTP site.

Even if a Proposer does not receive notice, through e-mail or otherwise, of a CRRA foregoing written response or notification, all RFP participants must adhere to and conform to the terms of said written response(s) in their Proposal submissions. **All oral and other written responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.**

Any RFP participant and/or interested Proposer 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 RFP may be subject to disqualification from the procurement process.

6.5 RFP Submission Deadline

Sealed Proposals must be received no later than 2:00 PM, Eastern Time, December 14, 2011 at:

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

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

6.6 Proposal Copies

One (1) original and four (4) copies of each Proposal must be submitted. Each copy thereof shall comply with all submittal requirements of this RFP. The original of the submittal shall be stamped or otherwise marked as the "Original." The original submittal shall contain all required Proposal documents containing original signatures (as applicable) in ink and original notary seals (as applicable).

The original and the four copies of the submittal shall be enclosed in a sealed box or envelope clearly marked "***Proposal for Operation and Maintenance of the Mid-Connecticut Jet Turbine Facility.***"

6.7 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 Proposals, or parts thereof, and/or to waive any informality or informalities in any of the Proposals and Proposals or the solicitation process if such rejection or waiver is deemed in the best interests of CRRA.

6.8 Submittal Evaluation Criteria

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

- (a) Cost of Services;
- (b) The proven knowledge, capabilities and experience of the Proposer to provide the Services required;
- (c) The financial health and soundness of the Proposer (including any parent and affiliate(s) providing the Services, if applicable); and
- (d) Any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of the proposals.

Please note that in the event a Proposer intends to have an affiliate or subsidiary enter into and execute the Agreement and such affiliate or subsidiary is awarded an Agreement to perform Services, CRRA may require that such Proposer provide to CRRA a parent guaranty or letter of credit to assure the Proposer's performance under the Agreement. The letter of credit or parent guaranty and the provider thereof must be acceptable to CRRA which may, in its sole discretion, require changes or reject the same. CRRA may, at its sole discretion, enter into Agreement negotiations with one or more Proposers.

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 Proposal submitted in response to this RFP.

6.9 Affirmative Action Evaluation Criteria

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

- (e) The proposer's success in implementing an affirmative action plan (see Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Exhibit 8 of the RFP Package Documents));
- (f) The proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of*

Connecticut State Agencies, inclusive (see Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Exhibit 8 of the RFP Package Documents));

- (g) The proposer's promise to develop and implement a successful affirmative action plan (see Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Exhibit 8 of RFP Package Documents));
- (h) The proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (i) The proposer's promise to set aside a portion of the contract for legitimate minority business enterprises.

CRRA will base its evaluation of the proposals on cost, qualifications, proven ability of proposer to perform the Services required by the Contract Documents and any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

6.10 Disclosure of Information

All RFPs will become the property of CRRA and will not be returned. Proposers are hereby advised that any information contained in or submitted with or in connection with its Proposal 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 Proposal, each Proposer expressly waives any claim(s) that such Proposer 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.

6.11 Proposal and Proposal Costs

Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its Proposal, 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 Proposals. By submitting a Proposal, Proposer expressly waives: (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

7. SUBMITTAL FORMAT AND CONTENT

Proposals shall be submitted on forms provided by CRRA as part of the RFP Package 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 copies four (4) copies of the original Proposal that Proposer is required to provide.

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

- (a) **Title page**, including the title of the solicitation, the name of the Proposer and the date the Proposal is submitted;
- (b) **Table of Contents** for the Proposal (not the Table of Contents included in the RFP Package Documents);
- (c) A completed **Proposal Form (Exhibit 2 of the RFP Package Documents)**, Addenda, if any, listed in the appropriate place (Page 2), the name and address of the Proposer's primary contact to receive all communications issued by CRRA related to this procurement listed in the appropriate place (Page 5 of the Form) and the completed agreement section (Page 5 of the Form);
- (d) Completed and signed applicable **Price Forms (Both Part 1 and Part 2) (Exhibit 3 of the RFP Package Documents)**;
- (e) Answers to the **Issues and Questions to Be Addressed (Exhibit 4 of the RFP Package of Documents)**.
- (f) A completed **Firm Background and Experience Form (Exhibit 5 of the RFP Package Documents)**;
- (g) A completed **Personnel Background and Experience Form (Exhibit 6 of the RFP Package Documents)** together with any supporting documentation;
- (h) A completed **References Form (Exhibit 7 of the RFP Package Documents)**;
- (i) A completed and signed **Questionnaire Concerning Affirmative Action (Exhibit 8 of the RFP Package Documents)**
- (j) A completed, signed and notarized **Affidavit Concerning Nondiscrimination (Exhibit 9 of the RFP Package Documents)**
- (k) A completed **Background Questionnaire (Exhibit 10 of the RFP Package Documents)**, subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
- (l) A completed **Business Disclosure Form (Exhibit 12 of the RFP Package Documents)**
- (m) A completed **Business Exception Form (Exhibit 13 of the RFP Package Documents)**.

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

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE OF THE MID-
CONNECTICUT JET TURBINE FACILITY**

**SECTION 3
PROPOSAL FORMS AND EXHIBITS**



NOTICE OF INTEREST FORM

Individuals and firms that have an interest in the Connecticut Resources Recovery Authority ("CRRA") solicitation listed below are encouraged to submit this Notice Of Interest Form to CRRA as early as they can. Forms should be submitted no later than the date specified below. Request For Bids/Proposals/Qualifications 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:	OPERATION AND MAINTENANCE OF THE MID-CONNECTICUT JET TURBINE FACILITY
RFB/P/Q Number:	12-OP-004
Form Due Time/Date:	1:30 p.m., Wednesday, November 23, 2011

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:	Roger Guzowski
E-Mail Address:	<u>rguzowski@crra.org</u>
Fax Number:	(860) 757-7742
Correspondence Address:	Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103



PROPOSAL FORM

PROJECT: Mid-Connecticut

RFP NUMBER: 12-OP-004

CONTRACT FOR: **Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility**

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

The undersigned (the "Proposer") accepts and agrees to all terms and conditions of the Request For Proposals, Instructions To Proposers, and any Addenda to any such documents.

3. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

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

Addendum Number	Date Issued

Proposer is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Work;

Proposer has studied and carefully correlated Proposer's knowledge and observations with the Contract Documents and such other related data;

Proposer has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents;

If Proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer and CRRA to be a waiver to assert these issues and claims in the future;

Proposer is aware of the general nature of work to be performed by CRRA and others that relates to the Work for which this Proposal is submitted; and

The Contract Documents are generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the Work for which this Proposal is submitted.

4. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Proposal, Proposer acknowledges and agrees that Proposer shall not use any information made available to it or obtained in any examination made by it in connection with this RFP 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 conditions encountered during performance of any of the Work.

5. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

- 1) 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 it Proposal is subject to disclosure if required by law or otherwise; and

Expressly waives any claim(s) that Proposer 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.

6. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this Proposal, the Proposer, together with any affiliates or related persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of disqualification from this procurement process, to the best of its knowledge and belief:

No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;

Proposer has not directly or indirectly induced or solicited any other person, partnership or corporation to submit a false or sham Proposal; and

Proposer has not sought by collusion to obtain for itself any advantage for the Work over any other Proposer for the Work or over CRRA.

7. PROPOSER'S REPRESENTATIONS CONCERNING RFP FORMS

By submission of this Proposal, the Proposer, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of disqualification from the procurement process all of the forms included in the RFP that are submitted to CRRA as part of its Proposal are identical in form and content to the preprinted forms in the RFP 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.

8. PROPOSER'S WAIVER OF DAMAGES

Proposer and all its affiliates and subsidiaries understand that by submitting a Proposal, Proposer is acting at its and their own risk and Proposer 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:

- 1) 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 Proposals by CRRA or any of its directors, officers, employees or authorized agents;

Any agreement entered into for the Work (or any part thereof) described in the Contract Documents; and/or

Any award or non-award of a contract for the Work (or any part thereof) pursuant to the Contract Documents.

9. PROPOSER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 5.2 and Exhibit 2 [SEEC Form 11] of the RFP Package Documents.

10. ATTACHMENTS

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

- 1) This Proposal Form (Exhibit 2 to the RFP), completed in its entirety and signed by the Proposer;
- 2) The following forms provided as Exhibits to the RFP, each completely filled out by the Proposer, and, where called for by the respective form, signed before a Notary Public or Commissioner of the Superior Court;
 - a) Exhibit 3 – Price Proposal Form (Part 1 and 2)
 - b) Exhibit 4 – Issues and Questions to be Addressed
 - c) Exhibit 5 – Business Disclosure Form
 - d) Exhibit 6 – Firm Background and Experience Form
 - e) Exhibit 7 – Personnel Background and Experience Form
 - f) Exhibit 8 – References Form
 - g) Exhibit 9 – Affidavit Concerning Affirmative Action, Small Business Contractors, And Occupational Health And Safety
 - h) Exhibit 10 – Affidavit Concerning Nondiscrimination
 - i) Exhibit 11 – Background Questionnaire
 - j) Exhibit 12 – SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban.
 - k) Exhibit 13 – Business Exception Form.

11. NOTICES

Communications concerning this Proposal should be addressed to Proposer at the address set forth below.

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

12. ADDITIONAL REPRESENTATION

Proposer hereby represents that the undersigned is duly authorized to submit this Proposal on behalf of Proposer.

AGREED TO AND SUBMITTED ON _____, 20 11

Name of Proposer (Firm):	
Signature of Proposer Representative:	
Name (Typed/Printed):	
Title (Typed/Printed):	



PRICING FORM

Please be sure to complete both Part 1 and Part 2 of this form.

PRICING FORM CONTENTS

- PRICING FORM INTRODUCTION AND PRICIING GUIDANCE
- PART 1: TRANSITION SERVICES AND O&M HOME OFFICE SUPPORT SERVICES COMPENSATION RATE SCHEDULE
- PART 2: FULL CONTRACT YEAR ESTIMATED LABOR COSTS AND OPERATOR COMPENSATION

PRICING FORMS INTRODUCTION AND PRICING GUIDANCE

CRRA has prepared the following tables to facilitate Proposer's understanding of CRRA's budgeting process, pricing and the escalation of contract prices. The dates herein are estimated.

<u>Milestone</u>	<u>Est. Date</u>
Proposal Submission Date	12/15/2011
Estimated Date-Approval Of Agreement and Selection By CRRA Board of Directors:	Feb. 2012
Commencement of Transition Services:	March 2012
Commencement of O&M Services:	June 1, 2012
End of First (13 month) Year of O&M:	June 30, 2013
Contract Prices Escalate For O&M Services:	July 1, 2013
Contract Prices Escalate For O&M Services:	July 1, 2014

AS THE ABOVE TABLE ILLUSTRATES, THE PRICES CONTAINED IN THE PROPOSAL WILL BE THE BASIS FOR PAYMENTS UP TO THE END OF THE CRRA FISCAL YEAR ENDING JUNE 30, 2013. THE PRICES ACCEPTED BY CRRA AND INCORPORATED INTO THE FINAL AGREEMENT WILL BE ESCALATED BEGINNING JULY 1, 2013 AND ON EACH SUCCEEDING JULY 1 OF EACH CONTRACT YEAR USING THE FOLLOWING U.S. DEPARTMENT OF LABOR INDEX:

U.S. Department of Labor Consumer Price Index for Urban Wage Earners and Clerical Workers, Series ID CWURA101SAOLE, for New York, Northern New Jersey, Long Island, NY, NJ, CT, PA). Notwithstanding the previous sentence, Operator compensation and employee salaries shall not be escalated by more than 2.5% or less than 1% any Contract Year.

AS PART OF ITS PRICE SUBMITTAL, PROPOSER SHALL DISCLOSE (IN SPACE PROVIDED FOR PROPOSER COMMENTS IN SECTION 5 OF PRICE FORM 2), ANY AND ALL AMOUNTS OR OTHER COSTS PROPOSER WISHES TO HAVE CRRA CONSIDER THAT ARE NOT COVERED BY THESE EXHIBITS. CRRA WILL NOT NEGOTIATE ON ANY COSTS NOT DISCLOSED IN THE PRICE FORMS.



**PART 1: TRANSITION SERVICES
AND O&M HOME OFFICE SUPPORT
SERVICES COMPENSATION RATE
SCHEDULE**

Name of Proposer:	
Name of RFP	Operation and Maintenance of the Mid-Connecticut Jet Turbine Facility

If selected to perform the services contemplated by this RFP, Operator will be compensated for the performance of Transition Services described in Exhibit 2 of the Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility Agreement (Attachment 1 of this RFP) on a time and material basis using the Billing Rates and Ancillary Services Rates provided by Proposer on this Price Form 1. If Proposer does not bill for Ancillary Services, then place an N/A in the spaces provided for prices. The Billing Rates and Ancillary Services Rates provided by Proposer on this Price Form 1 will also be the rates used to compensate Operator's corporate or home office personnel for time spent supporting O&M Services during the Term of the Agreement, provided that such costs are not taken into consideration on Price Form 2 (see note in Section 4 of this Price Form 1). The Billing Rates for personnel time devoted to O&M services, if applicable, shall be escalated each Contract Year beginning July 1, 2013.

In Section 3 of this Price Form 1, Proposer must provide a not-to-exceed price (for CRRA budgeting purposes) for the completion of the Transition Services.

In Section 4 of this Price Form 1, Proposer must provide an estimate (for CRRA budgeting purposes) of the amount CRRA would expect to pay for home office support for O&M Services, provided that such costs will not be taken into consideration on Price Form 2 (see note in Section 4 of this Price Form 1). Proposer must provide a price for such services for a full 12-month Contract Year (CRRA will prorate this for the initial 13-month year).

Proposer must submit the information requested on the forms on the following pages.

1. Billing Rates

In the Billing Rates Table on Page 3, Proposer must list staff level, name, title and hourly billing rate for each professional who would be assigned to implement the Transition Services as described in Exhibit 2 of the Operation and Maintenance Agreement Attachment 1 to the RFP. Only the professionals listed here will be authorized to work on CRRA matters unless other professionals are specifically authorized by CRRA. If the Proposer has discounted rates for government entities, such as CRRA, those rates should be listed. Indicate on an attached sheet any other specialized billing arrangements you will make available to CRRA.

In the "Staff Level" column, Proposer should indicate the pay grade of the individual listed in that column under the pay grade system used by the Proposer.

2. Ancillary Services Rates

In the Ancillary Services Rates Table on Page 4, the Proposer must provide the rate at which applicable ancillary services are billed, including, but not limited to:

- Word processing;
- Copying (per page)
- Computer time; and
- Any other services (excluding telephones) for which the Proposer routinely bills.

3. Transition Services Estimated Costs

For CRRA budget preparation purposes, Proposer must provide in the space below a its best estimate of the cost for the completion of the Transition Services no later than June 1, 2012.

\$ _____

4. Estimated Costs of Home Office O&M Support Services

For CRRA Budget preparation purposes, Proposer must provide in the space below an estimate of the amount CRRA should expect to pay Operator for O&M home office support services for Contract Year 1 (Base this amount on a 12-month period in this entry notwithstanding the first operating year is 13 months). For subsequent Contract Years, Operator shall incorporate in its annual budget for CRRA review and approval, its estimated costs for home office support services.

\$ _____

In the space below (add additional sheets as necessary) list or describe the types of services that are covered by this cost. **If consideration for home office support services is included in the compensation Proposer specifies in Section 2 of Price Form 2 or Section 3 of Price Form 2, then consideration for home office support services should not be duplicated here.**

ANCILLARY SERVICES RATES
(Provide Rates Below)
(Use Additional Sheets If Necessary)

Ancillary Service	Contract Year 1 Rate
Drafting	
Word Processing	
Copying (Per Page)	
Computer Time	
Travel in Proposer-Owned Vehicle (Per Mile)	
Any Other Services For Which You Routinely Bill (List Below) Or Which You Intend to Subcontract (identify and explain each)	



**PART 2: ESTIMATED LABOR COSTS
AND OPERATOR COMPENSATION**

This Price Form 2 is comprised of four (4) Sections as follows:

Section 1: Estimated labor costs:

Proposer shall complete Section 1, which outlines the basis of cost for the on-site personnel needed for day-to-day management, operation and maintenance of the Facility. Proposer shall identify its planned staffing in the table for the O&M services to be performed on an on-going basis, but not including the cost of major repairs or builds of the equipment.

“Fully Realized Percentage” (Line F) means the percentage of Annual Wages Contractor will pay out to cover costs associated with regular wages including items such as: employee benefits including insurances (such as life, disability), social security and other taxes, medical benefits, etc.

“OT Burden Rate”: means the percentage of Annual Cost of Overtime For Hourly Positions the operator will pay out to cover costs associated with overtime wages including items such as: social security and any other taxes, plus any additional costs attributed to overtime pay if applicable such as employee benefits including insurances, etc.

Section 2: Operator annual management fee and incentive compensation.

In addition to compensation for direct costs, Proposer shall identify its proposed management fee and incentive compensation in Section 2 of the Proposal Form 2. Note that the fees specified in Section 2 shall be for a full year of O&M Services. Such full Contract Year fee shall be prorated or otherwise mutually agreed upon for Contract Year 1.

Section 3; Use of Proposer’s Staff and Third-Party Entities

Complete Section 3 in accordance with the instructions.

Section 4: Proposer comments and notes to this Price Form 2:

If Proposer has comments or notes to this Price Form 2, enter such comments and notes in Section 4. As stated in the introduction, CRRRA will not negotiate on any costs that have not been disclosed by Proposer in its Proposal submittal. If there are other compensation amounts Proposer wishes to have CRRRA consider, then such compensation must be disclosed in Section 4.

Section 1: Cost of O&M Labor Charges

	Item	Position 1	Position 2	Position 3	Position 4	Position 5	Position 6	Position 7
A	Position Title							
B	Type (Salary/Hourly)							
C	Est. # Hrs/Yr This Job							
D	Actual/Effective Hourly Wage Rate							
E	Est. Base Yearly Wage (Line C Times D)							
F	Fully Realized Percentage							
G	Fully Realized Cost (Line E times (1+Line F))							
H	Annual Cost of Overtime for Hourly Positions							
I	OT Burden Rate							
J	Incentive Pay Eligible (Yes or No)							

Additional Sheets Attached with Other Positions? _____ Yes _____ No

Section 2: Operator Annual Compensation

Enter Proposed Annual Compensation to Operator for Contract Year 1 (Assume a 12 month-year for the entry) here: \$ _____ .00

Section 1 above, identified the direct labor costs Proposer would be paid for performing the O&M services. In this Section 2 Proposer is to identify and discuss in as much detail as possible the amount to be paid as a fee for its services. In particular, CRRA desires to base fee compensation upon proven performance of the facility over the course of each operating year. Describe how Proposer intends to determine the amount of such fee that would be earned based upon proven performance of the Facility and overall operation, including the components of this evaluation. Performance issues to be considered include factors such as: a.) achievement of overall proven availability of the Units to respond to dispatching calls using metrics such as actual starts and generation; b.) safe operations; c.) cost control; d.) compliance with applicable standards including ISO-NE, NEPOOL, CONVEX and NERC, and environmental; and, e.) general cooperation with CRRA in management of the Facility. Also, describe the amount of such earned fee to be shared with employees and the basis of employee incentive compensation.

Section 3: Use of Proposer's Staff and Third-Party Entities

Proposer Intends to utilize third parties to Perform Routine O&M Services for the Mid-Connecticut Jet Turbine Facility? Yes _____ No _____

In this Section 3, CRRA desires to obtain information about the approach Proposer would use in performing the O&M services during the term of the agreement. Discuss the level and types of work to be performed by Proposer's staffing as outlined in Section 1, above, and such other services that would be performed by a third party. For each outside party activity, identify the service to be provided, and the estimated cost for each (Note: CRRA reserves the right to approve any third party and require the selected contractor to procure, or procure itself, any or all third party services). If Proposer is recommending a specific third party for certain activities, identify the entity.

Section 4: Proposer Comments And Notes To This Price Form 2

Proposer may provide here any comments or notes Proposer may have regarding its pricing. If there are any costs you wish to have CRRA consider, then such compensation must be disclosed in this Section 4.



**ISSUES AND QUESTIONS
TO BE ADDRESSED FORM**

Proposer shall respond in the spaces on this and the following pages (add additional sheets of paper as necessary) to the particular issues and questions posed in this Form. Complete written answers are required.

1. As discussed in the RFP, the successful proposer will be required to provide a location where Proposer will provide for the installation of, and, subsequent to commencement of operations, monitoring of CRRA's RTU display, and/or similar replacement and/or upgraded electronic dispatch communication equipment. It is expected that this will involve continuous on-going monitoring of the RTU display, installation of a dedicated phone line for each unit's dispatching and communications with ISO-NE or other applicable party, and implementation of all required corresponding communications systems so that the units can be called into operation by the individuals monitoring the RTU when and if called by ISO-NE or applicable party. Describe the location where Proposer recommends the RTU be installed and identify the advantages of the location, current operations and activities at that site, and similar factors that support the viability and ease with which Proposer can accomplish these tasks. Further, discuss how the location complies with requirements of FERC and NERC and any other entity with rules and/or procedures relating to the installation, maintenance, and operation of the RTU and related systems. Finally, if this location is not under the direct control and management of Proposer, please describe in detail how you plan to implement this solution:

2. Describe how your firm proposes to manage the maintenance and major repairs/rehabilitation of the Units from time-to-time. In particular, discuss the role of on-site staff, off-site staff of your firm, and use of subcontractors, describing the kinds of work anticipate to be performed by each.



**FIRM BACKGROUND,
EXPERIENCE & FINANCIAL
INFORMATION FORM**

In the spaces provided below and with any needed attachments:

1. Summarize work performed/services provided of a similar nature to that contemplated by this RFP which has been performed by the Proposer and which will enable CRRA to evaluate the experience and professional capabilities of the Submitting entity.

2. Describe Proposer's general management plan and relevant experience. If Proposer has multiple offices, which offices and who within those offices would have direct responsibility for overseeing and managing the Agreement/Services if awarded the Agreement for Services. Also, please review the relevant experience of the team. In addition to general experience of the team, please discuss the particular experience of the firm and its staff in the following areas:
 - Operation and maintenance of jet turbine units (please describe) or other types of power plant facilities similar to the Mid-Connecticut Jet Turbine Facility;
 - Experience with power plant dispatching and electronic systems associated therewith;
 - Experience with compliance with standards, rules, and procedures associated with CONVEX, NERC, ISO-NE, NEPOOL and all other entities associated with power plant operation and maintenance in New England;
 - Familiarity with periodic testing, availability, black-start, and capability demonstrations that may be associated with maximizing the revenues CRRA may receive from the energy products of the facility; and,
 - Any other factors which the proposer feels demonstrates the wherewithal of its management team to undertake and perform the services for CRRA.

3. If Proposer or any member of the Proposer's team that will be involved in the provision of the Services contemplated by this RFP, including any Guarantor, is a partnership or joint venture, Proposer shall provide full and complete information concerning the nature and structure of the partnership or joint venture, including:
 - Date of formation of the joint venture or partnership together with copies of joint

venture or partnership agreements plus all amendments; and

- A description of the obligations of the partners to CRRA, specifically addressing if the agreement between members comprising the partnership or joint venture make each jointly and severally liable for contractual obligations to provide the Services contemplated by this RFP.

4. Describe any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three (3) years, including comparable information for related companies and actual and pending litigation in which Proposer is involved.
5. Describe in detail any circumstance in which the bidder was deemed to be in default or noncompliance of a wholesale contract obligation to delivery capacity, energy or full requirements service within the past five years. If the bidder has not defaulted on any wholesale contract obligations in the last five years, please so indicate.
6. Provide Forms 10-K and 10-Q for the prospective bidder or its parent, submitted to the United States Securities and Exchange Commission for the two previous fiscal years, if applicable (if these material are available on line, please provide in the space below the web site address at which the financial statements can be reviewed and downloaded).

If not a publically traded firm, enclose with your Proposal submittal certified financial statements, including balance sheet and statements of income and cash flow for the two previous fiscal years and the most recent quarterly interim periods.

Provide any additional, supplemental information that the Proposer believes will demonstrate its financial wherewithal to undertake and perform the services.

7. Provide as an attachment to your Proposal a letter from your insurance provider stating that you are able to provide the required insurances as specified in the Agreement (Attachment 1).



PERSONNEL BACKGROUND AND EXPERIENCE FORM

Identify individuals in your firm that would support the provision of services to CRRA in response to this RFP that have completed specific training and/or become certified in any or all of the following areas and discuss their qualifications. Attach resumes where relevant:

- ISO-NE, NEPOOL, CONVEX, or NERC procedures and requirements;
- Jet Turbine operation and maintenance, including associated controls and fuel systems; and,
- Electronic dispatching of power generating facilities in the ISO-NE service area;

In the tables on the following pages, provide the requested information on the professionals who would be assigned to work with CRRA. In completing the forms below, please note the following:

- In the "Staff Level" item, indicate the individual's staff level as specified in Price Forms 1 and 2.
- In the "% of Time Available" item, indicate the percentage of the individual's time that the individual is expected to be assigned to provide services to CRRA.

If more than 10 individuals would be assigned to work with CRRA for a particular Category Of Services, copy page 6 of this form and use it to provide the requested information for the additional individuals.

Provide a brief resume (i.e., no more than two pages) of each individual listed on this and other Personnel Background And Experience Forms, if any, as Appendix A to the Proposal.

PROFESSIONAL 1

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

PROFESSIONAL 2

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

PROFESSIONAL 3

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

PROFESSIONAL 4

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

PROFESSIONAL 5

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

PROFESSIONAL 6

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

PROFESSIONAL 7

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

PROFESSIONAL 8

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

PROFESSIONAL 9

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

PROFESSIONAL 10

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			



REFERENCES FORM

In the tables on the following pages, provide the names of at least three (3) and not more than six (6) non-CRRA references who can attest to the quality of work performed/services provided by Proposal submitter that are comparable to those associated with the Mid-Connecticut Jet Turbine Facility. 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:	

REFERENCE 3

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

REFERENCE 4

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

REFERENCE 5

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

REFERENCE 6

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



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

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

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

LIST OF ACRONYMS

- RCSA – Regulations of Connecticut State Agencies
CHRO – State of Connecticut Commission on Human Rights and Opportunities
DAS – State of Connecticut Department of Administrative Services

FOOTNOTES

- ¹ 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.
- ² 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.



**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 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, gender identity or expression, 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 "Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility Agreement (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

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, gender identity or expression, 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;



BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly executed by an individual or business entity submitting a statement of qualifications 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 criminal investigation?</p> <p>(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 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"/>

<p>2. Has the Contractor or any of the following ever been the subject of a civil investigation¹?</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 criminal 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"/>

¹ 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).

<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 civil investigation¹?</p> <ul style="list-style-type: none"> (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><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"> (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><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name),

the Contractor herein, that he/she has provided answers to the foregoing questions on the Contractor's background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this _____ day of _____ 20 11

Notary Public/Commissioner of the Superior Court

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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



**BUSINESS DISCLOSURE
FORM**

Bidder/Proposer/Statement of Qualifications Submitter (hereinafter collectively referred to as "Consultant") must provide the information requested in the following sections/tables.

1. CONFLICTS OF INTEREST

In the table below, disclose any material assignments, relationships or other employment that the Consultant or any employee of the Consultant has with any member of CRRA's past or present Board of Directors, any CRRA employee, governmental entity, or other person or entities that may create a conflict of interest or the appearance of a conflict of interest in providing to CRRA the Services that are the subject of this solicitation.

[Attach Additional Pages If Necessary]

--

2. CONFLICT OF INTEREST MEASURES

In the table below, discuss any measures that the Consultant either has in place or would take to identify, disclose and resolve any possible conflicts of interest.

[Attach Additional Pages If Necessary]

--

3. BUSINESS WITH MAJOR CRRA CONTRACTORS

In the table below, disclose any services similar to the Services that are the subject of this solicitation that the Consultant has provided to any of the following major CRRA contractors. Place a check in the box for any such contractor for which the Consultant has provided the services. If the Consultant has provided any such services, provide a summary description of the services provided.

Having provided the services similar to the Services that are the subject of this solicitation to one or more of the contractors listed below does not disqualify a Consultant from consideration under this solicitation.

[Attach Additional Pages If Necessary]

Entity	Summary Description of Services Provided
<input type="checkbox"/> Covanta	
<input type="checkbox"/> Copes Rubbish Service	
<input type="checkbox"/> CWPM, LLC	
<input type="checkbox"/> The Metropolitan District	
<input type="checkbox"/> NAES Corporation	
<input type="checkbox"/> Wheelabrator (Waste Management)	
<input type="checkbox"/> ReCommunity/ FCR, LLC	



BUSINESS EXCEPTION FORM

Using this form (add additional sheets of paper as needed), the Proposal Proposer (hereinafter collectively referred to as "Contractor") shall identify any portion of the Work/Services required or described in the RFP Package of Documents and the "Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility Agreement" (Attachment 1 to this RFP) that Contractor desires to take exception to, if any. Contractor shall be specific regarding any exceptions listed. Contractor shall describe in detail the portion(s) of the Work/Services Contractor is taking exception to and why. Contractor shall also describe what, if any, alternative Work/Services or conditions Contractor is willing to provide or accept as a substitution for the Work/Services or business terms to which Contractor has taken exception, if any. If Contractor does not take exception to any portion of the Work/Services required or described in this RFP Package Documents and the Agreement, Contractor shall simply indicate below that Contractor "takes no exceptions", and submit this form along with the other PROPOSAL forms as part of its PROPOSAL submittal. Note that CRRA will consider only those items identified by Contractor on this Business Exception Form. Also note that pursuant to State of Connecticut statutes and regulations, the Agreement contains a number of provisions that CRRA, as a quasi-public entity, is required to incorporate in all of its contracts and, therefore, cannot be waived.

I Proposer am interested in providing the subject services and indicate below for CRRA's review and consideration, the material terms and conditions under which proposer would serve as Operator.

	Description of Exception Item	Reason for Exception	Proposed Alternative
1.			
2.			

OPERATION AND MAINTENANCE OF THE MID CONNECTICUT JET TURBINE FACILITY
RFP Exhibit 13

	Description of Exception Item	Reason for Exception	Proposed Alternative
3.			
4.			
5.			
6.			
7.			

Description of Exception Item	Reason for Exception	Proposed Alternative
8.		

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE OF THE
MID-CONNECTICUT JET TURBINE FACILITY**

**SECTION 4
NOTICE OF AWARD**



NOTICE OF AWARD

TO: [NAME OF CONTACT FOR SUCCESSFUL SOQ SUBMITTER]
[NAME OF SUCCESSFUL SOQ SUBMITTER]
[ADDRESS OF SUCCESSFUL SOQ SUBMITTER]
[CITY, STATE, ZIP CODE OF SUCCESSFUL SOQ SUBMITTER]

PROJECT: Mid-Connecticut

RFQ NUMBER: 12-OP-004

CONTRACT: Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

The Connecticut Resources Recovery Authority (“CRRA”) has considered the Proposal submitted by you dated [DATE] in response to CRRA’s Notice To Firms – Request For Proposals for Operation and Maintenance of The Mid-Connecticut Jet Turbine Facility, which services are more particularly described in the “Operation and Maintenance of The Mid-Connecticut Jet Turbine Facility Agreement” (the “Services”).

You are hereby notified that your Proposal has been accepted.

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

- (a) Execute the two attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes:
 - (1) Preparing the Notice to CRRA of the proposed Facility Operator as specified in Entering the requested information in the “Notices” Section (Section 8.3.1, Page 12) of the Agreement,
 - (2) Signing the Agreement (Page 47),
 - (3) Printing the signer’s name under the signature line (Page 47 and
 - (4) Printing the signer’s title following the word “Its” (Page 47);
- (b) Execute the attached Contractor’s Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Execute the attached Affidavit Concerning Consulting Fees and deliver such executed Affidavit to CRRA;

- (d) Deliver to CRRA the requisite certificate(s) of insurance as specified in Article 17 of the Agreement [Please be advised that this is the area in which Consultants seem to have the most difficulty. CRRA requires that the certificate submitted show evidence of exactly the insurance requirements specified in the Agreement.];
- (e) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and
- (f) If the remittance address/contact information for the Services is different from the address/contact information indicated on Page 1 of this "Notice of Award," provide such remittance address/contact information in the following table;

Consultant Name:	
Remittance Contact:	
Title:	
Street Address:	
Street Address:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

- (g) Satisfy all other conditions set forth herein.

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

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (g) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Proposal 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, 6th Floor
 Hartford, CT 06103
 Attention: Roger Guzowski

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

Connecticut Resources Recovery Authority

By: _____
Roger Guzowski
Title: Contracts and Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 20__.

By:

Signature: _____

Name (print/type): _____

Title: _____

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE OF THE MID-
CONNECTICUT JET TURBINE FACILITY**

**SECTION 5
AGREEMENT AND EXHIBITS**

**Form of
OPERATION AND MAINTENANCE
OF THE
MID-CONNECTICUT JET TURBINE FACILITY
AGREEMENT**

**OPERATION AND MAINTENANCE
OF THE
MID-CONNECTICUT JET TURBINE FACILITY
AGREEMENT
CONTENTS**

RECITALS	1
ARTICLE 1 - PRELIMINARY MATTERS	1
1.1 Incorporation of Recitals.....	1
1.2 Certain Definitions.....	2
1.3 Rules of Construction.....	2
ARTICLE 2 - PERFORMANCE OF TRANSITION SERVICES	2
2.1 Performance of Transition Services.....	2
2.2 Transition Plans.....	2
2.3 Payment for Transition Services.....	3
ARTICLE 3 - PERFORMANCE OF O&M SERVICES; CRRA RESERVED RIGHTS	3
3.1 Requirement to Perform.....	3
3.2 Commencement and Performance of O&M Services.....	3
3.3 Authorized Activities.....	3
3.4 CRRA Reserved Rights.....	3
3.4.1 CRRA Reserved Rights.....	3
3.4.2 Access Rights.....	4
3.4.3 Documents, Materials, Records and Accounts.....	4
3.4.4 CRRA Ownership.....	4
3.4.5 Reservation of CRRA Reserved Rights.....	5
ARTICLE 4 - TERM; CONDITION PRECEDENT	5
4.1 Effectiveness; Condition Precedent.....	5
4.2 Initial Term.....	5
4.3 Extensions.....	5
ARTICLE 5 - STANDARDS APPLICABLE TO OPERATOR'S PERFORMANCE OF THE O&M SERVICES; CERTAIN OBLIGATIONS OF OPERATOR	6
5.1 Standards Applicable to Performance of O&M Services.....	6
5.2 Review of Sufficiency of Performance Goals.....	6
5.3 Disputes re: Prudent Operating and Maintenance Practices; Performance Goals.....	6
5.4 JTF Conditions.....	6
5.5 Environmental Compliance.....	6
5.5.1 Compliance with Environmental Laws.....	6
5.5.2 JTF Operations.....	7
5.5.3 Changes in Environmental Law.....	7
5.6 Hazardous Materials.....	7
5.6.1 List of Hazardous Materials.....	7
5.6.2 Characterization of Wastes.....	8
5.7 Environmental Conditions.....	8
5.8 Preparedness and Training.....	8
5.9 Notices.....	8
5.10 Meetings to Review Environmental Compliance.....	9
5.11 Site Personnel; Contractors' Employees.....	9
5.12 CRRA Right to Exclude Certain Individuals.....	9
5.13 Protection of Persons and Property: Risk of Loss or Damage.....	10
5.14 Notice of Damage or Theft.....	10
ARTICLE 6 - PROCUREMENT	10
6.1 General.....	10

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

6.2	Non-Budgeted Items	11
6.3	Extraordinary Items	11
6.4	Procurement from any Affiliate of Operator.....	11
6.5	No Pass-Through of State of Connecticut Taxes to CRRA	11
ARTICLE 7 - DISPATCH		12
7.1	Dispatch.....	12
ARTICLE 8 - OPERATIONS		12
8.1	No Liens	12
8.2	Personnel Matters	12
8.3	Representatives of Operator	12
8.3.1	JTF Manager	12
8.3.2	Representative of CRRA – CRRA JTF General Manager	12
8.4	CRRA Directions to Operator	13
8.5	Bidding and Scheduling Authority	13
8.6	Testing, Training, And Certifications	13
8.7	Emergency Curtailment.....	13
8.8	Communications with ISO-NE.....	14
8.9	Purchase of Fuel	14
8.10	Maintenance of Inventory.....	14
8.11	Condition of Units and JTF.....	14
8.12	Operator Not a Beneficiary Under the JTF Agreements	15
8.13	Emergency Action	15
8.14	Operations Meeting.....	16
ARTICLE 9 - ITEMS TO BE FURNISHED BY CRRA		16
9.1	General.....	16
9.2	Information.....	16
9.3	Access to JTF.....	16
9.4	Other CRRA-Supplied Items	16
9.4.1	Utilities	16
9.4.2	Spare Parts and Supplies.....	16
9.4.3	Instructions, Approvals	17
9.5	Permits	17
9.6	Disclaimer	17
9.7	Full Knowledge of Operator.....	17
9.8	Limitation on Use of CRRA Property.....	18
ARTICLE 10 - BUDGET AND PLAN; SUBCONTRACTS; CAPITAL PROJECTS		18
10.1	Budget and Plan.....	18
10.1.1	O&M Services for the First 13-Month Operating Year	18
10.1.2	O&M Services for Subsequent Operating Years; Proposed Budget and Proposed Plan	18
10.1.3	Performance Goals	19
10.1.4	CRRA Adoption of Budget and Plan	19
10.2	Subcontracts.....	19
10.2.1	Proposal of Subcontract.....	19
10.2.2	CRRA Review of Proposed Subcontract.....	19
10.2.3	Disclosure of Relationship to Any Affiliate.....	19
10.3	Operator-Proposed Capital Projects	20
10.3.1	Proposal of Capital Project.....	20
10.3.2	Disclosure of Relationship to Any Affiliate.....	20
10.3.3	CRRA Review of Proposed Capital Projects.....	20
10.4	CRRA-Proposed Capital Projects	20
10.5	CRRA Not Responsible for Certain Costs and Expenses.....	21
ARTICLE 11 - VARIANCES FROM BUDGET; QUARTERLY REVIEW OF PERFORMANCE UNDER PLAN AND BUDGET		21
11.1	Notification as to Variance from Budget or Plan	21

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

11.2 Quarterly Review of Operator Performance.....21

ARTICLE 12 - OPERATOR PROVISION OF INFORMATION.....21

12.1 JTF Information; Operator Provision of JTF Information.....21

12.2 Updates of Operator Documents.....22

12.3 Litigation and Permit Lapses22

12.4 Reports; CMMS22

12.5 Monthly Deviation Report.....22

12.6 Special Reports23

ARTICLE 13 - LIMITATIONS ON OPERATOR AUTHORITY.....23

13.1 Limitation on Operator Authority over Budget and Plan.....23

13.2 General Limitation on Operator Authority.....23

13.2.1 Dispose of Assets.....23

13.2.2 Make Expenditures.....23

13.2.3 Take Other Actions.....23

13.2.4 Act Regarding Lawsuits and Settlements24

13.2.5 Pursue Transactions24

ARTICLE 14 - COMPENSATION; PAYMENT24

14.1 Operator Article 2 Compensation – Transition Services24

14.2 Operator Article 3 Compensation – O&M Services24

ARTICLE 15 - EVENTS OF DEFAULT; REMEDIES24

15.1 Operator Events of Default.....24

15.2 CRRA Notice as to Operator Event of Default; Cure Period as to Certain Operator Events of Default26

15.3 CRRA Remedies After Uncured Operator Event of Default.....26

15.3.1 Termination of this Agreement26

15.3.2 Payment26

15.3.3 CRRA Cure.....26

15.3.4 Other Remedies27

15.3.5 Remedies Cumulative27

15.4 CRRA Events of Default.....27

15.5 Operator Notice as to CRRA Event of Default; Cure Period.....27

15.6 Operator Remedies After Uncured CRRA Event of Default.....28

15.6.1 Termination of this Agreement.....28

15.6.2 Other Remedies28

15.7 Termination Payment28

15.8 Obligations of Operator Upon Notice of Termination28

15.9 Limitation on Remedies.....28

ARTICLE 16 - EXPIRATION OR TERMINATION; TRANSITION.....29

16.1 Survival of Certain Provisions29

16.2 Transfer of Custody.....29

16.3 Certain Obligations Concerning Site Personnel and Home Office Personnel29

16.4 Transition.....30

16.5 Operator Failure to Cooperate30

ARTICLE 17 - INSURANCE31

17.1 Operator Insurance31

17.2 Minimum Scope of Insurance.....31

17.3 Minimum Limits of Insurance.....31

17.4 Deductibles and Self-Insured Retentions.....32

17.5 Other Insurance Provisions32

17.6 Acceptability of Insurance33

17.7 Verification of Coverage.....34

17.8 Subcontractors; Capital Project Contractors34

ARTICLE 18 - INDEMNIFICATION.....34

18.1 Indemnification by Operator34

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

18.2	Indemnification by CRRA	35
18.3	Property Damage	35
18.4	Attorney's fees	35
18.5	Survival	35
18.6	Governmental Actions	36
ARTICLE 19	- REPRESENTATIONS AND WARRANTIES	36
19.1	Certain Representations and Warranties of Operator	36
19.2	Certain Representations and Warranties of CRRA	37
ARTICLE 20	- TITLE, DOCUMENTS AND DATA	38
20.1	Materials and Equipment	38
20.2	Documents	38
20.3	Proprietary Information	38
20.4	Warranties	39
ARTICLE 21	- CONFIDENTIALITY	39
21.1	General	39
21.2	Exceptions	39
21.2.1	Public Domain	39
21.2.2	Prior Receipt	39
21.2.3	Third Party Delivery	40
21.3	Required Disclosure	40
ARTICLE 22	- ADDITIONAL PROVISIONS	40
22.1	Effect of Bankruptcy	40
22.2	Subcontractors; Capital Project Contractors	40
22.3	Not for Benefit of Third Parties	40
22.4	Force Majeure	41
22.4.1	Events Constituting Force Majeure	41
22.4.2	Notice	41
22.4.3	Scope	41
22.5	Dispute Resolution	42
22.5.1	Assertion of Disputes	42
22.5.2	Adjudication of Disputes	42
22.5.3	Expenses of Litigation	43
22.6	Amendments	43
22.7	No Waiver	43
22.8	Notices	43
22.9	Counterparts	43
22.10	Governing Law	43
22.11	Interpretation	44
22.12	Severability	44
22.13	Entire Agreement	44
22.14	Further Assurances	44
22.15	Nondiscrimination	44
22.16	Whistleblower Provision	45
22.17	Campaign Contribution Restriction	46
22.18	Affidavit Concerning Nondiscrimination	46
22.19	Affidavit Concerning Consulting Fees	46
22.20	Contractor's Certification Concerning Gifts	46
22.21	President's Certification Concerning Gifts	46
22.22	Time is of the Essence	46

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

Exhibits:

1. Definitions
2. Scope of Services
3. Pricing and Compensation Schedule
 3. Part 1: Transition Services
 3. Part 2: O&M Services
4. Trading Order
5. SEEC Form 11: Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban
6. Affidavit Concerning Nondiscrimination
7. Affidavit Concerning Consulting Fees
8. Contractor's Certification Concerning Gifts
9. President's Certification Concerning Gifts

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

This **OPERATION AND MAINTENANCE OF THE MID-CONNECTICUT JET TURBINE FACILITY AGREEMENT** (this "Agreement") is made and entered into as of [DATE] (the "Effective Date"), by and between Connecticut Resources Recovery Authority ("CRRA"), a body politic and corporate constituting a political subdivision of the State of Connecticut, with a business office located at 100 Constitution Plaza, Hartford, Connecticut, and _____, a _____ [**Business Organization Type**], ("Operator"), with a business office located at [ADDRESS]. CRRA and Operator are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, CRRA was established pursuant to The Connecticut Solid Waste Management Services Act, (the "Act") codified at Chapter 446e of the Connecticut General Statutes, Conn. Gen. Stat. § 22a-257 *et seq.*, for the performance of an essential public and governmental function; specifically, the provision of solid waste management services and the recovery of resources from solid waste; and

WHEREAS, under the Act, CRRA has the responsibility and the authority to provide solid waste disposal and resource recovery systems and facilities, and solid waste management services, where necessary and desirable throughout the State of Connecticut; and

WHEREAS, in furtherance of its statutory responsibilities and pursuant to its statutory authority, CRRA acquired property in Hartford containing four (4) Pratt & Whitney twin-pac jet turbine power generating units and ancillary equipment (sometimes hereinafter referred to individually as "Units" and collectively as the "JTF"); and

WHEREAS, Operator has expertise in the operation and maintenance of electric generating facilities; and

WHEREAS, CRRA has determined that the operation and maintenance of the JTF by Operator will provide valuable assistance to CRRA in the performance of CRRA's statutory responsibilities; and

WHEREAS, CRRA now wishes to retain Operator for the performance of certain operation and maintenance services at the JTF, and Operator wishes to perform those services pursuant to the terms and conditions of this Agreement;

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

ARTICLE 1 - PRELIMINARY MATTERS

1.1 Incorporation of Recitals

The recitals, the Exhibits and the Schedules to this Agreement are incorporated into the body of this Agreement as a part hereof.

1.2 Certain Definitions

Capitalized terms used in this Agreement have the meanings ascribed to such terms herein or in Exhibit 1 hereto.

1.3 Rules of Construction

As used in this Agreement, except as otherwise provided or unless the context otherwise requires: (i) the terms defined in this Agreement include the plural as well as the singular; (ii) 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 other subdivision; (iii) references to an "Article," "Section" or other subdivision are to this Agreement except as otherwise stated; (iv) a reference to either gender includes the other gender; (v) words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided; and (vi) the words "include" and "including" shall be deemed to be followed by the words "without limitation."

ARTICLE 2 - PERFORMANCE OF TRANSITION SERVICES

Operator shall perform the Transition Services identified in Section 1 of Exhibit 2 hereto, in the manner and at the times required by this Article 2.

2.1 Performance of Transition Services

The Transition Period shall begin on the day (the "Transition Period Commencement Date") that Operator receives the Notice to Proceed with Transition Services from CRRA, together with such documents as CRRA, in its reasonable discretion, deems helpful to Operator's performance of the Transition Services, including copies of any JTF Agreements and any JTF Manuals. The Transition Period Commencement Date shall be a date selected by CRRA. Upon its receipt of the Notice to Proceed with Transition Services and the aforesaid documents, Operator shall commence the Transition Services described in Exhibit 2. Operator acknowledges that it shall be able to begin the Transition Services within two (2) weeks of its receipt, on or after **February 1, 2012** of the Notice to Proceed with Transition Services.

2.2 Transition Plans

Within twenty (20) Days after the Transition Period Commencement Date, Operator shall develop and provide in consultation with CRRA, and shall provide to CRRA, a mutually acceptable final plan and budget (the "Transition Plan") for Transition Services and the timeline within which Operator shall accomplish same. Operator shall perform the Transition Services in the manner and at the times stated in the Transition Plan, including the preparation of the Administrative Procedures Manual and the O&M Manual. Operator shall meet with CRRA at least weekly during the Transition Period at CRRA's business office (or at such other times and places as the Parties may mutually agree) to review Operator's progress with respect to the Transition Services and any changes necessary to the Transition Plan. Operator shall not modify the Transition Plan without CRRA's prior written consent. CRRA shall use reasonable efforts to approve or disapprove any such

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

requested modification within five (5) Business Days following a written request from Operator for the same. CRRA's approval of any such requested modification shall not be unreasonably withheld, provided that CRRA may withhold approval of any requested modification for which adequate supporting information is not supplied by Operator, as determined by CRRA in its sole discretion.

Operator shall complete the Transition Services on or before the Transition Period Completion Date, including all activities contained in the Transition Plan. At least ten (10) Business Days prior to the Transition Period Completion Date, Operator shall provide CRRA with written confirmation that Operator shall complete the Transition Services on or before the Transition Period Completion Date and shall be prepared to assume the O&M Services on that date, together with the Administrative Procedures Manual, the O&M Manual, and copies of any other work product generated during Operator's performance of the Transition Services.

2.3 **Payment for Transition Services**

CRRA shall pay Operator for its performance of the Transition Services at the times and in the amounts set out in Schedule 14.1 hereto.

ARTICLE 3 - PERFORMANCE OF O&M SERVICES; CRRA RESERVED RIGHTS

3.1 **Requirement to Perform**

Operator shall perform the O&M Services in Section 2 of **Exhibit 2** hereto at the times required by this Article 3. CRRA shall pay Operator as provided in Schedule 14.2 hereto, for all O&M Services performed in accordance with this Agreement.

3.2 **Commencement and Performance of O&M Services**

On and after the O&M Services Commencement Date and continuing during the Term, Operator shall perform the O&M Services.

3.3 **Authorized Activities**

Operator shall perform only those activities (the "**Authorized Activities**") necessary to perform the Services, implement any Capital Project and enable the JTF to respond to Dispatch, all in the manner required by this Agreement and consistent with the best interests of CRRA (and no other activities), subject to the CRRA Reserved Rights.

3.4 **CRRA Reserved Rights**

3.4.1 **CRRA Reserved Rights**

CRRA reserves for itself and its representatives, contractors (other than Operator) and any other Person claiming by and through CRRA, and shall at all times during the Term, retain the following rights (the "**CRRA Reserved Rights**"): (i) the right to use, or to allow any Third Party to access the JTF or the Site; (ii) the right to contract with any Third Party for any purpose concerning

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

the JTF or the Site; (iii) the right to make business and strategic decisions as CRRA deems appropriate from time to time in reference to the operation and maintenance of the Units, JTF or the Site; (iv) the right to review and approve any and all specifications for improvements, repairs, replacements, and Subcontractor services necessary in the performance of Services hereunder; and (v) any other power, authority, interest, privilege, license, franchise or other right, thing or activity of any kind or nature; provided, that in each case the use or exercise of the same does not interfere with Operator's performance of the Services as permitted hereunder or reduce the availability of the JTF or any part thereof for its intended purpose of producing electrical energy at such times the Units are called to operate. At all times, CRRA shall retain overall supervision and control of the business, design, operating, management, transportation, marketing, planning and research and development functions to be carried out or to be performed by Operator, to the extent required by Applicable Law.

3.4.2 Access Rights

CRRA and its representatives, contractors (other than Operator) and any other Person claiming by and through CRRA with respect to the use or exercise of any of the CRRA Reserved Rights, shall have all necessary access rights to, and may keep and store at appropriate locations at the JTF or the Site, all necessary vehicles, tools, supplies, equipment and other necessary materials.

3.4.3 Documents, Materials, Records and Accounts

CRRA and its representatives, contractors (other than Operator) and any other Person claiming by and through CRRA with respect to the use or exercise of any of the CRRA Reserved Rights shall have access to any documents, materials, and records and accounts relating to JTF operations, for purposes of inspection and review. Upon a reasonable request by CRRA, Operator shall provide any such Person with access to all operating data and operating logs maintained at the JTF. During any inspection or review of the JTF, all Persons granted access pursuant to this Section 3.4.3 shall comply with Operator's safety and security procedures, and shall conduct inspections and reviews in such a manner as to cause minimum interference with Operator's performance of the Services. Operator shall also cooperate with CRRA in the provision of access to the JTF and the Site by public visitors.

3.4.4 CRRA Ownership

Subject to the provisions of this Agreement, all real and personal property at the JTF and the Site, including all land, buildings, structures, and improvements situated thereon, together with all parts, equipment, building materials purchased for inclusion therein, is and will at all times during and after the Term, be owned absolutely by CRRA without further act or deed on the part of any Person. In furtherance of, but without limiting the foregoing, Operator hereby conveys, assigns, transfers and sets over to CRRA (and shall require each Subcontractor and each Capital Project Contractor to convey, assign, transfer and set over to

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

CRRA), any and all such right, title, estate or interest in any such property that is to be owned by CRRA.

Operator agrees that CRRA shall own all spare parts, equipment, improvements, and any and all work products produced, installed, or procured hereunder by Operator, each Subcontractor and each Capital Project Contractor, including but not limited to manuals, procedures, software and software licenses, instrumentation, tools, spare parts, replacement parts, operating equipment, rolling stock, or other items associated with this work.

3.4.5 Reservation of CRRA Reserved Rights

The reservation of the CRRA Reserved Rights shall not: (i) impose any obligation on CRRA to exercise any of the CRRA Reserved Rights; (ii) render CRRA liable to Operator or to any other Person for the failure to do so; or (iii) relieve Operator of any of its obligations under this Agreement.

ARTICLE 4 - TERM; CONDITION PRECEDENT

4.1 **Effectiveness; Condition Precedent**

This Agreement is effective as of the Effective Date; however, the obligations of the Parties hereunder shall commence on the Transition Period Commencement Date.

4.2 **Initial Term**

Operator shall commence the performance of the O&M Services at 12:00 AM on the O&M Services Commencement Date. The initial term of this Agreement (the "Initial Term") shall end on June 30, 2016.

4.3 **Extensions**

This Agreement may be extended for ten (10) successive one-year periods (each an "Extension") at CRRA's sole option, on the same terms and conditions herein. The first Extension shall begin on July 1, 2016 and shall end on June 30, 2017, the second extension shall begin on July 1, 2017 and end on June 30, 2018, and so forth. Each Extension shall be automatic unless CRRA provides written notice to Operator that CRRA has declined to extend this Agreement, not later than six months prior to the expiration of the Initial Term or the then-current Extension, as applicable. If CRRA at any time declines to extend this Agreement, then no further Extensions shall occur. The final Extension, unless declined by CRRA in the manner contained in this Section 4.3, shall begin on July 1, 2025 and end on June 30, 2026.

**ARTICLE 5 - STANDARDS APPLICABLE TO OPERATOR'S
PERFORMANCE OF THE O&M SERVICES;
CERTAIN OBLIGATIONS OF OPERATOR**

5.1 Standards Applicable to Performance of O&M Services

Operator shall perform the O&M Services in the manner required by: (i) this Agreement; (ii) Prudent Operating and Maintenance Practices; (iii) each Budget and Plan approved by CRRA; (iv) the JTF Manuals, specifications, technical bulleting regarding the Units and all other materials identified in Exhibit 2; and (v) the insurance required pursuant to Article 17. Consistent with the preceding sentence, Operator shall maximize the availability and reliability of the Units to operate upon Dispatch.

5.2 Review of Sufficiency of Performance Goals

Beginning on the O&M Services Commencement Date, CRRA shall inspect the JTF and the Site from time to time to evaluate Operator's compliance with the requirements of Section 5.1 and to evaluate the adequacy of the Performance Goals pursuant to Section 10.1.3. Between November 1st and November 30th, 2012, the Parties shall meet at CRRA's Business Office, and at least annually thereafter during the process to adopt the annual Budget and Plan pursuant to Section 10.1, to review Operator's performance of the O&M Services and to determine whether any changes are necessary to the Performance Goals. If any such changes are deemed necessary by the Parties, the Parties shall negotiate and agree on such modifications of the Performance Goals as are necessary to achieve those goals.

5.3 Disputes re: Prudent Operating and Maintenance Practices; Performance Goals

Any disputes concerning Operator's compliance with Prudent Operating and Maintenance Practices, the Performance Goals or any modification of the Performance Goals shall be adjudicated pursuant to the dispute resolution procedures in Section 22.5.

5.4 JTF Conditions

On and after the O&M Services Commencement Date, Operator shall be solely responsible for any and all conditions created as a result of its performance of the O&M Services, subject to the provisions hereof governing insurance and indemnity. Operator shall not be responsible for conditions created by acts or omissions taken at the direction of CRRA to which Operator has reasonably expressed an objection in writing.

5.5 Environmental Compliance

5.5.1 Compliance with Environmental Laws

Operator shall conduct, and shall require any Subcontractor or Capital Project Contractor to conduct all operations at the JTF and the Site in accordance with applicable Environmental Laws and the Environmental Permits. It is understood and agreed that: (i) in the course of performing Services hereunder, neither Operator nor any of its officers, directors, employees, agents, representatives or

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

Affiliates is, has been or will be deemed by CRRA to be, nor will any such Person have responsibility as an operator of the JTF for purposes of applicable Environmental Laws; and (ii) CRRA is now and shall be at all times deemed to be solely responsible, and shall take no position inconsistent with its status as the sole operator of the JTF for purposes of applicable Environmental Laws. CRRA agrees to use its best efforts to take or cause to be taken all actions, to do or cause to be done and to assist and cooperate with Operator in doing all things necessary, proper, or reasonably advisable to establish that CRRA is the operator of the JTF for purposes of applicable Environmental Laws. Notwithstanding anything to the contrary contained herein Operator shall be responsible for complying with applicable Environmental Laws to the extent it is within Operator's control and ability to comply with the same while performing the Services.

5.5.2 JTF Operations

Upon receipt by Operator of the Notice to Proceed with Transition Services, Operator shall submit any applications required by any Governmental Authority necessary for Operator to lawfully perform the O&M Services under the Environmental Laws and the Environmental Permits. On and after the O&M Services Commencement Date, Operator shall be responsible for operating the JTF in compliance with all Environmental Permits. In each case in which CRRA, as JTF Owner, is required by Environmental Laws to submit documentation to any Governmental Authority regarding the Environmental Permits or for any other reason, Operator shall cooperate and provide CRRA with any such information requested by CRRA. For routine submittals, Operator shall provide such information in draft form to CRRA not later than fifteen (15) Business Days prior to the date when any such data, form, document or information is required to be submitted to such Governmental Authority pursuant to an Environmental Permit or Environmental Laws. For non-routine submittals, Operator shall endeavor to give CRRA as much time as practicable to review the submittal before submission to Governmental Authority is required.

5.5.3 Changes in Environmental Law

Without limitation of the provisions of Section 22.4.4 hereof, to the extent that any Capital Project is required due to changes in Environmental Laws and/or the renewal of any Environmental Permit, such Capital Project shall proceed as set forth in Section 10.4.

5.6 **Hazardous Materials**

5.6.1 List of Hazardous Materials

Upon commencement of the O&M Services, Operator shall provide a list of all Hazardous Materials used by Operator in connection with the performance of the O&M Services and shall notify CRRA if additional Hazardous Materials are brought to the JTF or Site (including by any Subcontractor or Capital Project

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

Contractor). Operator shall not cause or permit any Hazardous Material to be brought upon, handled, generated, used, manufactured, transported, emitted, released, treated, stored, kept, disposed or used in or about the JTF or the Site by Operator, any Subcontractor or Capital Project Contractor, supplier or any other Person, without the prior written approval of CRRA and in full compliance with Environmental Laws.

5.6.2 Characterization of Wastes

Operator shall perform characterization of all wastes generated by or at the JTF or the Site in accordance with the Environmental Laws and shall provide written notice to CRRA as to any Hazardous Materials so generated and requiring transportation, for off-Site treatment and disposal from the JTF or the Site under the Environmental Laws. CRRA shall perform, or shall arrange for the performance by Third Parties of such transportation, treatment and disposal.

5.7 **Environmental Conditions**

Operator shall diligently avoid any Discharges of any Hazardous Materials and shall not willfully and intentionally Discharge any Hazardous Material into the Environmental Media. Operator shall immediately respond to any Discharges to the Environmental Media and Remediate the Discharge in accordance with applicable Environmental Laws. Operator shall as soon as possible notify CRRA verbally and in writing of any Discharge of which Operator has knowledge, regardless of whether notification as to such Discharge is required to a Governmental Authority under the Environmental Laws. Except to the extent otherwise provided herein, Operator shall be responsible for all Environmental Conditions caused by the negligence of Operator including all Discharges of any material that occur at the JTF or the Site; excluding any Pre-Existing Contamination but including any increase or exacerbation of Pre-Existing Contamination caused by the negligence of Operator or any Third Party for which Operator is responsible.

5.8 **Preparedness and Training**

Operator shall insure that at all times there will be at least one Site Personnel who has been trained in emergency and Discharge response, spill prevention and preparedness. Contact information should be posted at various locations throughout the JTF identifying the individual(s) to be notified and the phone number(s) to use in notifying such individuals in the event of a Discharge.

5.9 **Notices**

Operator shall verbally notify CRRA immediately and in writing as soon as practicable, but in any event within seventy-two (72) hours, of Operator's receipt, knowledge or discovery of: (i) the presence of any Hazardous Material on, about, beneath or arising from any portion of the JTF or the Site that creates an obligation under any Environmental Laws; (ii) any enforcement or action (including but not limited to any notices of violation, orders, consent orders, civil or criminal actions) instituted or threatened against Operator, the JTF or the Site by any Governmental Authority pursuant

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

to any Environmental Laws; and (iii) any claim made or threatened by any Person against Operator, the JTF or the Site relating to any form of damage, loss or injury resulting from or claimed to result from any Environmental Conditions or claims of violations of Environmental Laws.

5.10 Meetings to Review Environmental Compliance

As deemed necessary by CRRA, CRRA and Operator shall review the status of Operator's compliance with the Environmental Permits and the Environmental Laws, and with the environmental provisions of this Article generally, at the Quarterly meetings with CRRA held pursuant to Section 11.2, or at other times as deemed necessary by either Party.

5.11 Site Personnel; Contractors' Employees

Operator shall comply with all Applicable Law with respect to its hiring, training, employing, compensation and/or termination of Site Personnel. All Site Personnel shall be deemed employees of Operator and not of CRRA for all purposes of this Agreement. Operator shall be responsible for all actions of the Site Personnel and for overall compliance by the Site Personnel with Applicable Law. All Site Personnel included in the Budget and whose labor costs are paid in whole or part by CRRA shall be used exclusively for CRRA's benefit to the same extent as CRRA funds such costs. Without limitation of the foregoing, Operator shall ensure that all Site Personnel, and all employees of any Subcontractor or Capital Project Contractor:

- (a) Receive proper training (including the reporting and handling of any Emergency) and periodic retraining with respect to the performance of the Services;
- (b) Have clothing (including photo identification badges), safety equipment, tools, equipment and any other supplies needed to perform the Services in a safe and efficient manner;
- (c) Are able to communicate both verbally and in writing, in English;
- (d) Have satisfied all requirements of Applicable Law with respect to their eligibility to work in the United States and the State of Connecticut, and with respect to the obtaining and maintaining of any licenses or other authorizations necessary for their performance of the Services; and
- (e) Shall not bring any firearms or other weapons, illegal drugs or non-prescribed prescription medication, alcoholic beverages or any Hazardous Materials onto the JTF or the Site, unless the same is a requirement of their employment and has been authorized by CRRA.

5.12 CRRA Right to Exclude Certain Individuals

Without limitation of Operator's overall responsibility for the acts and omissions of all Site Personnel and the other employees referenced in Section 5.11, CRRA reserves the right to exclude any Site Personnel or other such employees from the JTF and the Site

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

which CRRA reasonably believes are a danger to themselves or any other Person, or the JTF or the Site.

5.13 Protection of Persons and Property: Risk of Loss or Damage

Operator shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. Operator shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all Site Personnel and any other Persons who may be affected thereby; (ii) all equipment and other materials to be incorporated into the JTF, or any JTF component under the care, custody or control of Operator, any Subcontractor or any Capital Project Contractor; and (iii) other property at the JTF or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, pipes, security system, fences, poles, structures and utility fixtures.

5.14 Notice of Damage or Theft

Operator shall immediately upon learning of an incident of theft of materials, supplies or equipment, or upon learning of an incident of damage to JTF equipment or structures, provide the CRRA JTF General Manager with verbal notice of same, followed by an incident report. Such incident report shall be in a format acceptable to CRRA, but shall, at a minimum, contain the date and time of the incident (if known) a description of the missing materials, supplies or equipment, or the damage caused, and the party(ies) responsible for such theft or damage.

ARTICLE 6 - PROCUREMENT

6.1 General

Operator shall nominate from Site Personnel or Home Office Personnel, and CRRA shall approve in writing, responsible individuals authorized to sign purchase orders for goods and services to be delivered to the JTF for the performance of the Services, and to issue such purchase orders to Third Party vendors. Operator shall obtain at least three bids from Third Party vendors to obtain the best possible value for CRRA for all goods and services provided to or for the JTF that cost \$5,000 or more. Subject to the provisions of Section 6.2, Operator shall sign such purchase orders in the name of Operator. CRRA shall be provided notice of and have the option of reviewing and approving all procurement methodologies and proposed procurement documents used to obtain Third Party vendors. The effectiveness of any Subcontract shall be conditioned on CRRA's prior written approval thereof. Any Subcontract shall additionally: (1) require the Subcontractor and any Capital Project Contractor to comply with Prudent Operating and Maintenance Practices; (2) include a provision making such Subcontract assignable to CRRA upon a request by CRRA; (3) require that CRRA receive a copy of each notice provided under such Subcontract; and (4) contain provisions protective of CRRA's interests therein, as deemed reasonably sufficient by CRRA. Notwithstanding the preceding sentence, Operator agrees that all such purchase orders shall be for the exclusive benefit of CRRA and all such purchase orders shall be made assignable to CRRA. All Third Party vendors shall provide the required insurances before working at

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

the JTF and such Third Party vendors shall name both Operator and CRRA as Additional Insureds on their general liability policies. All Certificates of Insurance and all renewals thereof, naming CRRA as an Additional Insured must be provided to CRRA before any Third Party vendor performs any work at the JTF. Operator shall consult with CRRA to determine if performance and/or payment bonds shall be required from a Third Party contractor. Operator shall negotiate with Third Party and Affiliate vendors based on the standard terms and conditions contained in the Administrative Procedures Manual, including reasonable warranties in favor of CRRA, and shall additionally pass through to CRRA any discounts or other favorable purchase terms received by Operator from Affiliates and Third Party vendors as the result of volume purchases or similar actions by Operator for the purpose of obtaining such favorable purchase terms. Operator shall be responsible for diligent and professional management and oversight of all Third Party vendors with whom it contracts.

6.2 Non-Budgeted Items

Unless approved by CRRA in writing, Operator shall maintain purchasing within the total spending approved in a Budget and shall not exceed such Budget unless otherwise permitted under this Agreement. Without the prior written approval of CRRA, no purchase order shall be issued unless such purchase order is for goods and services covered by the Plan and included in the Budget then in effect.

6.3 Extraordinary Items

Operator shall obtain CRRA's written approval prior to Operator's procurement of any Extraordinary Item, whether or not such Extraordinary Item is included in a Budget. In lieu of granting such approval, CRRA may elect to directly procure any Extraordinary Item. The requirements of this Section 6.3 shall not apply to the procurement of any Extraordinary Item necessary to respond to an Emergency.

6.4 Procurement from any Affiliate of Operator

Operator shall disclose to CRRA its relationship to any Affiliate to which it intends to issue a purchase order hereunder. Operator may issue such purchase order following receipt of written approval from CRRA for the same. CRRA may decline to provide such approval, in which case Operator shall issue such purchase order to a vendor which is not an Affiliate. CRRA shall enjoy all preferred rates provided by Affiliates of Operator and Third Parties related to Operator.

6.5 No Pass-Through of State of Connecticut Taxes to CRRA

Pursuant to Conn. Gen. Stat. § 22a-270, CRRA is exempt from all State of Connecticut taxes. Therefore, Operator shall not charge, pass through to or otherwise seek payment of any such taxes from CRRA, with respect to goods or services obtained by Operator for the performance of the Services (including under any Subcontract), or the implementation of a Capital Project (including under any Capital Project Contract). Operator shall be provided with a State of Connecticut Department of Revenue CERT-131 issued by CRRA to assist Operator, and Operator's Subcontractors and Capital Project Contractors, in complying with this provision.

ARTICLE 7 - DISPATCH

7.1 Dispatch

Operator shall comply with all Dispatch instructions of ISO-NE, the Public Utility or CRRA (or any other Person identified by CRRA in writing to Operator as being authorized to provide Dispatch instructions). In the event Operator receives conflicting Dispatch instructions, Operator shall follow the Dispatch instructions of CRRA unless to do so would violate Applicable Law. Operator shall immediately inform CRRA as to any inability to make deliveries of power or capacity required under a Power Purchase Agreement ("PPA"), and shall also advise CRRA of Operator's plan to restore such deliveries. In case of any interruption, curtailment or reduction in acceptance of energy or capacity by any Person under a PPA, or in case of any other Dispatch constraint imposed on Operator, Operator shall immediately notify CRRA. Upon removal of such constraint, Operator shall use best efforts to restore the availability of the JTF for Dispatch.

ARTICLE 8 - OPERATIONS

8.1 No Liens

Operator shall keep and maintain the JTF free and clear of all Liens resulting from either Operator's or any Subcontractor's performance of the Services or the failure to perform the Services, or Operator's or any Capital Project Contractor's performance or failure to perform under any Capital Project Contract.

8.2 Personnel Matters

Operator shall be solely responsible for determining the working hours, rates of compensation and all other matters relating to the employment of Site Personnel and Home Office Personnel. Subject to this Agreement, Operator shall retain authority, control and responsibility with respect to all of its employees and its employment policies.

8.3 Representatives of Operator

8.3.1 JTF Manager

Within five (5) Business Days after the Transition Period Commencement Date, Operator shall propose for CRRA's approval, not to be unreasonably withheld, the identity of a JTF manager (the "JTF Manager") who shall coordinate with CRRA concerning Operator's performance of the Services, and who shall also oversee the Home Office Personnel's support of Site Personnel.

8.3.2 Representative of CRRA – CRRA JTF General Manager

CRRA shall appoint for the JTF (and shall notify Operator in the Notice to Proceed with Transition Services as to the identity of) a CRRA general manager (the "CRRA JTF General Manager"), who shall coordinate with Operator concerning the administration of this Agreement. The CRRA JTF General

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

Manager shall be an employee of CRRA. CRRA shall notify Operator in writing as to the appointment of any successor to the CRRA JTF General Manager.

8.4 CRRA Directions to Operator

Subject to the requirements of this Agreement, Operator will perform the Services and its other obligations hereunder according to the CRRA JTF General Manager's directions. The Parties agree that actions taken or not taken by Operator pursuant to the CRRA JTF General Manager's directions comply with Prudent Operating and Maintenance Practices, and Operator shall incur no liability to CRRA for acting or refraining to act in accordance with CRRA JTF General Manager's directions, except in such cases where to do so would constitute manifest error.

8.5 Bidding and Scheduling Authority

CRRA or its designee shall be the Lead Participant for the JTF with ISO-NE. CRRA or its designee, shall have sole right and responsibility for bidding and scheduling of the JTF with ISO-NE in accordance with the NEPOOL Agreement. CRRA or its designee shall communicate to Operator all scheduling and bidding information in a manner consistent with the timing requirements of ISO-NE and NEPOOL. Operator shall provide such support as may be reasonably requested by CRRA, or its designee, in order to enable them to perform such obligations. Unless the parties shall agree otherwise, all bidding and scheduling shall be based upon Prudent Operating and Maintenance Practices, the requirements of this Agreement, and the Operating Parameters of the Units and JTF, as determined by Operator based on the physical condition of the Units and JTF as specified herein.

8.6 Testing, Training, And Certifications

Operator shall:

- Perform all testing of the Units and JTF as may be required by Persons including ISO-NE, NEPOOL, NERC, CONVEX and any Governmental Authority, to demonstrate capacity, capability, including but not limited to black-start capability, and availability of the Units and JTF, as such Persons may require from time-to-time;
- Insure that all Site Personnel have all applicable training and have obtained appropriate certifications to the routine operation of the JTF and in compliance with Prudent Operating and Maintenance Practices.

8.7 Emergency Curtailment

Operator may curtail, reduce or interrupt delivery of all or a portion of the products of any of the Units as required by Prudent Operating and Maintenance Practices, including whenever: (a) continued operation of such Unit would result in damage to the Unit or to a transmission or distribution system with which such Unit is directly interconnected; (b) if a transmission or distribution system with which such Unit is directly interconnected experiences an emergency, as designated by the affected utility; (c) it is necessary to aid in the restoration of service on a system with which such Unit is directly or indirectly interconnected; or (d) whenever requested by ISO-NE or a Governmental Authority.

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

Operator shall notify CRRA or its designee as soon as reasonably practicable of any such curtailment, reduction or interruption. Such notice shall be written, or oral followed by written notice, if circumstances do not permit written notice in the first instance. Any such curtailment, reduction or interruption shall continue only for as long as reasonably necessary.

8.8 Communications with ISO-NE

Except as otherwise provided in this Agreement, Operator shall be responsible for direct communications with ISO-NE or its satellite operator with respect to the JTF. Operator shall be responsible for communications with CRRA, or its designee, regarding any and all directions received from the ISO-NE or its satellite operator. Notwithstanding the preceding sentence, CRRA or its designee shall have sole responsibility for direct communications with ISO-NE regarding bidding and scheduling of each of the Units.

8.9 Purchase of Fuel

Operator will be responsible for the safe and efficient handling of all jet fuel upon arrival at the JTF, including all requirements of Environmental Law with respect to such jet fuel. If requested by CRRA at any time during the Term, Operator shall, in addition, supply and deliver jet fuel required to operate the JTF. If purchased by CRRA or its designee, Operator shall coordinate the schedule of deliveries of such jet fuel with CRRA or such designee to provide for the efficient and reliable acquisition and delivery of such jet fuel. Operator shall have no obligations with respect to the investigation and Remediation of jet fuel spills occurring prior to the O&M Services Commencement Date.

8.10 Maintenance of Inventory.

Subject to CRRA-approved budgets and as directed by CRRA, Operator will purchase necessary replacement spare parts (including tools and equipment) so that the spare parts inventory is maintained at necessary levels to maintain and operate the Units in accordance with Prudent Operating and Maintenance Practices. Further, Operator shall track the purchase, stocking, and usage of all spare parts and tools necessary for its performance of the Services. Upon a written request by CRRA at any time after the Transition Period Commencement Date, Operator shall perform an evaluation or evaluations of the spare parts inventory (including tools and equipment) at the JTF. All parts used to replace or replenish the inventory, shall be of the same or better quality and specifications as the said inventory. Operator shall use all parts, tools, structures, equipment, vehicles, and facilities at the JTF solely for CRRA's benefit under this Agreement and not for any other purpose.

8.11 Condition of Units and JTF

- (a) Within twenty (20) days after the Effective Date, the Parties shall jointly select an independent professional engineer, engineering firm or other Person with expertise in gas turbine operation and maintenance to inspect and review the physical condition of the Facilities as of the beginning of the Term. Such Person shall prepare a report on the physical condition of each Unit as of such time.

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

- (b) On or before twenty (20) days prior to the end of the Term, the Parties shall have jointly selected the same or an equivalent engineer, engineering firm or other entity to inspect and review the physical condition of the JTF at the end of the Term. The entity retained shall compare the physical condition at the beginning and end of the Term to determine the cost, if any, to restore the Facilities to their overall state and condition, on average, at the beginning of the Term taking into account normal wear and tear for those components not subject to routine overhaul under Prudent Operating and Maintenance Practices.
- (c) Based upon the results of the inspections described in this Section 8.11 and as directed by CRRA, Operator shall perform those activities necessary to deliver the JTF to CRRA on the expiration or earlier termination of this Agreement in the same overall state and condition as on the commencement date of the Services, subject to ordinary wear and tear for those components not subject to routine overhaul under Prudent Operating and Maintenance Practices, and subject to CRRA's approved expenditures for repairs and maintenance.

Operator shall transfer to any Person appointed by CRRA to operate and/or maintain the JTF in succession to Operator (a "Successor Operator"), effective as of the expiration or earlier termination of this Agreement, the benefit of all contracts Operator has relating to the performance of the Services, to the extent allowed by such contracts. Pending such transfer, Operator shall hold its rights and interests in relation to all such contracts for the Successor Operator.

Operator shall deliver to, or relinquish custody to CRRA or (at the direction of CRRA) to any Successor Operator, all funds held by Operator for CRRA, all books, records and inventories and all property of CRRA relating to the operation and maintenance of the Facilities, in such condition as reflects full compliance with Operator's obligations under this Agreement.

8.12 Operator Not a Beneficiary Under the JTF Agreements

The references herein to the JTF Agreements shall not make Operator a third-party beneficiary to the JTF Agreements or otherwise provide any benefits to Operator under the JTF Agreements.

8.13 Emergency Action

In the event of any occurrence affecting the safety, health or protection of, or otherwise endangering any persons or property located at the JTF or the Site, or having a reasonable probability of resulting in any of the same (an "Emergency"), Operator shall take immediate action to prevent or mitigate any damage, injury or loss threatened by such Emergency, and shall as soon as possible notify the CRRA JTF General Manager and CRRA's Risk Manager verbally of such Emergency and of Operator's response thereto and in writing as soon as practical under the circumstances. To the extent Operator deems reasonable, Operator shall take such actions and expend such funds reasonably necessary to respond to any Emergency.

8.14 Operations Meeting

Operator's JTF Manager, or his designee, shall meet with the CRRA JTF General Manager, or his designee, to discuss ongoing JTF operation and maintenance activities, and to review JTF performance, as reasonably requested by CRRA but at least bimonthly.

ARTICLE 9 - ITEMS TO BE FURNISHED BY CRRA

9.1 General

Upon a request by Operator, CRRA shall provide to Operator at CRRA's expense, the information and other items described in this Article 9. Such items shall be made available at the times and in the manner reasonably required for the timely and orderly performance of the Services or the implementation of any Capital Project.

9.2 Information

In addition to any JTF Agreements, JTF Manuals and other documents provided pursuant to Section 2.1, CRRA shall promptly provide to Operator (i) a copy of each new JTF Agreement executed after the Transition Period Commencement Date (including any replacement for an existing JTF Agreement), and (ii) any amendment or other modification of a previously-executed JTF Agreement. CRRA shall also provide Operator with written notice as to the early termination of any JTF Agreement. In addition, CRRA shall promptly provide to Operator copies of such other JTF technical, operational or other information as comes into CRRA's possession, which CRRA reasonably believes will assist Operator in its performance of the Services.

9.3 Access to JTF

Operator shall have access to the JTF sufficient to perform the Services.

9.4 Other CRRA-Supplied Items

CRRA shall provide the following items to Operator:

9.4.1 Utilities

CRRA shall deliver to Operator water and stand-by electricity, subject to the availability of such items from the respective utilities. CRRA shall have no liability to Operator for any utility's failure to provide water or stand-by electricity.

9.4.2 Spare Parts and Supplies

On and after the Transition Period Commencement Date, CRRA shall make available to Operator the inventory of spare parts and supplies existing as of that date. As part of the Initial Budget process pursuant to Section 10.1.1, Operator shall procure and CRRA shall fund any additional spare parts and supplies required by Operator to perform the O&M Services for the first Operating Year. For each Operating Year after the first Operating Year, Operator shall procure and CRRA shall fund all spare parts and supplies required by Operator to

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

perform the O&M Services for each such Operating Year pursuant to Section 10.1.2.

9.4.3 Instructions, Approvals

Upon request by Operator, CRRA shall provide or cause to be provided to Operator such instructions as can be reasonably provided, to assist Operator in the performance of the Services or the implementation of any Capital Project. CRRA shall timely provide the approvals necessary to perform the Services consistent with Applicable Law and this Agreement. CRRA shall not require Operator to take any action inconsistent with Applicable Law or this Agreement, or which could foreseeably (i) adversely affect the safety or health of any individual, or (ii) cause damage to property located at the JTF or on the Site.

9.5 **Permits**

CRRA shall obtain and maintain from the appropriate Governmental Authorities all Permits necessary for the ownership, operation and maintenance of the JTF, other than any Permits required by Applicable Law to be in the name of Operator.

9.6 **Disclaimer**

Except as provided in Section 9.7 below, CRRA has not made and is not now making, and specifically disclaims, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to the JTF and the Site. CRRA shall not be liable or bound in any manner by any oral or written statements, representations, or information pertaining to the JTF furnished by CRRA, any agent, employee or other representative of CRRA or any other Person, unless set forth or referenced in this Agreement.

9.7 **Full Knowledge of Operator**

Except for the representation that the JTF is capable of being operated in accordance with Applicable Law and the Permits, Operator is entering into this Agreement with the full knowledge of CRRA's disclaimer of representations and warranties and without reliance upon any representations or warranties as to the condition of the JTF and Site by CRRA, any agent, employee or other representative of CRRA, or any other Person. Operator has not relied upon and will not rely upon, either directly or indirectly, any such representation or warranty of CRRA, any agent, employee or other representative of CRRA or any other Person. Operator, to the extent reasonably practicable, shall endeavor to discover, identify and disclose to CRRA any compliance issues with the JTF within 90 days of beginning the Transition Services, except for those portions of the JTF that cannot be accessed without dismantling. Any compliance issues with those portions of the JTF that cannot be accessed without dismantling or which otherwise were not discovered within the initial 90 day period, shall be reported to CRRA within two (2) business days of discovery.

9.8 Limitation on Use of CRRA Property

Operator shall only use CRRA's vehicles, equipment, or property for those activities authorized and approved by CRRA in writing. Upon completion or termination of this Agreement, Operator shall immediately return all of CRRA's property, vehicles, equipment, tools, parts, or any other CRRA property or items over to CRRA in the same condition said property or items was received by Operator, reasonable wear and tear excepted.

All Operator employees that use a CRRA vehicle on-road shall have their Department of Motor Vehicle annual driver's record subject to review by CRRA. CRRA, in its sole option, may prohibit any Operator employee from using a CRRA vehicle on-road.

ARTICLE 10 - BUDGET AND PLAN; SUBCONTRACTS; CAPITAL PROJECTS

10.1 Budget and Plan

10.1.1 O&M Services for the First 13-Month Operating Year

CRRA shall prepare as part of its JTF budgets adopted for its 2012 and 2013 fiscal years (effective July 1st, 2011 and July 1st, 2012, respectively), a budget (an "Initial Budget") for the performance of the Services during such year. CRRA shall inform Operator with regard to the Initial Budgets. Operator shall use all reasonable efforts to comply with the Initial Budgets.

10.1.2 O&M Services for Subsequent Operating Years; Proposed Budget and Proposed Plan

For each Operating Year after the first Operating Year, no later than November 1st prior to the beginning of each such Operating Year, CRRA and Operator shall meet to discuss the key assumptions for such Operating Year. The key assumptions shall include the assumed inflation rate, total Operating Costs, the assumed number and classification of Site Personnel, and any Capital Projects to be proposed by Operator. Based on those discussions, Operator shall prepare its proposed budget (a "Proposed Budget") and proposed plan (a "Proposed Plan") for O&M Services during the subject Operating Year. Operator shall structure the Proposed Budget on a Monthly basis and shall project, in detail reasonably acceptable to CRRA, all proposed Operating Costs to be expended in the performance of the O&M Services during the subject Operating Year, including any cost of Home Office Personnel and any reserve for unplanned work. The Proposed Plan shall contain Operator's proposal for the implementation of the subject O&M Services and Performance Goals including: (i) anticipated operations; (ii) routine maintenance, repairs and overhaul schedules (including planned outages); (iii) procurement; (iv) staffing and personnel activities (including any activities of Home Office Personnel in support of Site Personnel); (v) administrative activities; (vi) any Subcontracts; and (vii) any other activities deemed necessary by Operator. Operator shall deliver the Proposed Budget and Proposed Plan to CRRA no later than 210 Days prior to

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

the beginning of the subject Operating Year. Operator shall also provide sufficient justification and support for any increase in the cost of labor and/or benefits/burden in its proposed budget for CRRA review and approval. CRRA shall also be promptly informed of any potential unionization of Operator's employees at the JTF and CRRA shall be kept apprised of all negotiations with any union, and shall be consulted before Operator enters any agreement with a union.

10.1.3 Performance Goals

During the budget process for each Operating Year, CRRA and Operator shall establish performance goals ("Performance Goals") for the upcoming Operating Year. Such provisions and related calculations are contained in Exhibit 3, Part 2 – Incentive Based Compensation and Site Personnel Incentive Pay Pool Calculation. The Performance Goals established for each Operating Year shall be memorialized in a letter agreement between the Parties and made a part of the upcoming Operating Year's Budget.

10.1.4 CRRA Adoption of Budget and Plan

CRRA shall review the Proposed Budget and Proposed Plan. After consultation with Operator and subject to Section 10.3 hereof, CRRA shall make or add such changes, additions, limits, deletions or other modifications to such Proposed Budget and Proposed Plan that CRRA deems necessary in its sole discretion. CRRA shall adopt a Budget and Plan (as so modified) for the subject Operating Year as part of its adoption of its overall JTF budget for CRRA's contiguous fiscal year. CRRA shall provide Operator with the budget ("Budget") and plan ("Plan") as so adopted, at least 90 Days prior to the subject Operating Year. Each Budget and Plan so adopted shall remain in effect throughout the subject Operating Year, unless modified as permitted hereunder.

10.2 **Subcontracts**

10.2.1 Proposal of Subcontract

Operator shall identify in each Proposed Budget and Proposed Plan the O&M Services to be performed by a Subcontractor during the subject Operating Year. Such proposal shall include a detailed description of the O&M Services which Operator is proposing for performance by a Subcontractor

10.2.2 CRRA Review of Proposed Subcontract

As part of its review of the Proposed Plan and Proposed Budget, CRRA shall evaluate the appropriateness of engaging a Subcontractor as proposed by Operator.

10.2.3 Disclosure of Relationship to Any Affiliate

Operator shall disclose to CRRA its relationship to any Affiliate with which it proposes to execute a Subcontract. After its review of the proposed Subcontract

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

pursuant to Section 6.1, CRRA may decline to approve the Subcontract, in which case Operator shall propose a replacement Subcontract with a Person that is not an Affiliate.

10.3 Operator-Proposed Capital Projects

10.3.1 Proposal of Capital Project

Operator shall submit with its Proposed Budget and Proposed Plan, any proposal for a Capital Project to be implemented by Operator, or by a Third Party (a "Capital Project Contractor") pursuant to a contract (a "Capital Project Contract") between Operator and the Capital Project Contractor. Such proposal shall include: (i) a detailed description of the proposed Capital Project; and (ii) the reason(s) for Operator's proposal of such Capital Project, including any benefits resulting from such Capital Project or any consequences if such Capital Project is not implemented.

10.3.2 Disclosure of Relationship to Any Affiliate

Operator shall disclose to CRRA its relationship to any Affiliate with which it proposes to execute a Operator-proposed Capital Project. After its review of the proposed Subcontract pursuant to Section 6.1, CRRA may decline to approve the Subcontract, in which case Operator shall propose a replacement Subcontract with a Person that is not an Affiliate.

10.3.3 CRRA Review of Proposed Capital Projects

CRRA shall review any Operator-proposed Capital Project simultaneous to its review of the Proposed Plan and Proposed Budget. After such review, CRRA may: (1) approve such Capital Project; (2) require the modification of such Capital Project as a condition of its approval of such Capital Project; or (3) reject such Capital Project. If CRRA rejects a Operator-proposed Capital Project, CRRA may decline to pursue such Capital Project or CRRA may itself put the proposed Capital Project out to bid and award a separate contract between CRRA and a Third Party for the implementation of the subject Capital Project.

10.4 CRRA-Proposed Capital Projects

CRRA may determine at any time that it is necessary to implement a Capital Project. In such event, CRRA may direct Operator to: (1) prepare a proposal for the implementation of such Capital Project; or (2) put such Capital Project out to bid. If CRRA directs Operator to prepare a proposal for a Capital Project or to put such Capital Project out to bid, CRRA may elect any of its options available under Section 10.3.3 with respect to such Capital Project. Alternatively, CRRA may itself put such Capital Project out to bid and may award a contract between CRRA and a Third Party for the implementation of such Capital Project, without any obligation to first offer such Capital Project to Operator.

10.5 CRRA Not Responsible for Certain Costs and Expenses

CRRA shall not be responsible for and Operator shall not include in any invoice, bill or other request for reimbursement, or any Proposed Budget, any cost or expense incurred by Operator resulting from or related to: (i) any breach by Operator of this Agreement, including any costs to discharge a Lien for which Operator is responsible; (ii) any violation by Operator of Applicable Law, including any fine or other penalty imposed by any Governmental Authority as the result of Operator's failure to comply with any Permit requirement; or (iii) Operator's indemnification obligations pursuant to Article 18.

ARTICLE 11 - VARIANCES FROM BUDGET; QUARTERLY REVIEW OF PERFORMANCE UNDER PLAN AND BUDGET

11.1 Notification as to Variance from Budget or Plan

If during any Operating Year either Party becomes aware that (i) the aggregate Operating Costs for such Operating Year have exceeded or shall likely exceed the applicable Budget amounts for such Operating Costs, (ii) the JTF is operating at a deviation from the projections contained in the applicable Plan, or (iii) any other unforeseen circumstances have arisen which may require an adjustment to a Budget or Plan, then that Party shall promptly notify the other Party. CRRA and Operator shall cooperate in good faith to identify potential reductions in Operating Costs or increases in JTF availability and reliability (or both). Operator shall use commercially reasonable efforts to implement any such actions mutually agreed upon by CRRA and Operator to address any scenario within the purview of this Section 11.1.

11.2 Quarterly Review of Operator Performance

CRRA and Operator shall meet at least Quarterly at CRRA's Business Office to review Operator's compliance with the Budget and Plan, the performance of any Subcontractor under a Subcontract, and any related matters. Operator shall cooperate with CRRA with respect to such review and shall implement measures to correct any deficiencies identified by CRRA.

ARTICLE 12 - OPERATOR PROVISION OF INFORMATION

12.1 JTF Information; Operator Provision of JTF Information

Operator shall maintain information received from any Person, or recorded, prepared or otherwise generated by it that is necessary for the performance of the Services or the implementation of any Capital Project, or which is necessary for Operator or CRRA as applicable, to comply with Applicable Law, any JTF Agreement, or to conduct any other JTF business, including JTF planning (collectively, "JTF Information"). Operator shall provide CRRA with specified JTF Information within three (3) Business Days after a written request by CRRA for such JTF Information. Without limitation of the preceding sentence, Operator shall make all JTF Information available during regular business hours for CRRA's inspection, and CRRA shall be entitled to make copies of any such records. Operator agrees that all JTF Information is the property of CRRA, and further

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

agrees to turn over all JTF Information to CRRA upon the expiration or termination of this Agreement.

12.2 Updates of Operator Documents

Operator shall promptly provide CRRA with copies of any amendments or any other changes to the O&M Manual and the Administrative Procedures Manual.

12.3 Litigation and Permit Lapses

Subject to the provisions of Section 22.4.4, upon the receipt of written notification as to any of the following relating to the JTF, the Site, the Services or any Capital Project, each Party shall provide verbal notice immediately and, within three Business Days provide written notice to the other Party of the same: (i) any litigation, action or other claim filed by or with any Governmental Authority; (ii) any refusal to grant, renew or extend (or any action filed with respect to the granting, renewal or extension of) any Permit; (iii) any notice of violation, fine or other penalty issued by any Governmental Authority; (iv) any other dispute with any Governmental Authority which could reasonably be expected to affect the operation or maintenance of the JTF or the Site; or (v) any litigation, action or other claim filed by any Third Party other than a Governmental Authority which could reasonably be expected to affect the operation or maintenance of the JTF or the Site. In addition to its obligation to the other Party after the receipt of written notification as to the matters identified in clauses (i), (ii), (iii), (iv) or (v), each Party shall provide verbal notice immediately and, within three Business Days also provide written notice to the other Party as to the receipt of any oral or written communications concerning such matters, which the receiving Party reasonably believes may affect the JTF, the Site, the Services or any Capital Project.

12.4 Reports; CMMS

Operator shall provide CRRA at least bimonthly, and additionally after each test or Dispatch of any of the Units, with a report (individually a "Report") containing detailed operating parameters, including gross and net electric output ("Operating Parameters"), as CRRA deems necessary to evaluate and monitor JTF performance on an ongoing basis. Operator shall input and maintain the Operating Parameters in a shared database accessible by, and acceptable to CRRA, and shall provide the Reports in both electronic and hard copy formats acceptable to CRRA. In addition, Operator shall implement and maintain a Computerized Maintenance Management System ("CMMS") for the JTF in a format acceptable to CRRA, which collects and stores information in a convertible format. The CMMS shall be accessible at all times by the CRRA JTF General Manager and other key CRRA Personnel as are designated by CRRA from time to time.

12.5 Monthly Deviation Report

On or before the tenth day of each Month, Operator shall provide CRRA with a monthly report (a "Monthly Deviation Report") in a form acceptable to CRRA, as to any deviations in (i) Operating Costs from the applicable Budget amounts, and (ii) projections from the applicable Plan, for the preceding Month.

12.6 Special Reports

Operator shall provide to CRRA such special reports of unusual or significant unplanned operating events as soon as reasonably possible.

ARTICLE 13 - LIMITATIONS ON OPERATOR AUTHORITY

13.1 Limitation on Operator Authority over Budget and Plan

CRRA retains ultimate authority over all expenses incurred with respect to the JTF or the Site, including all expenses incurred in the performance of the Services or the implementation of any Capital Project. Accordingly, Operator shall accept each Budget and Plan as approved by CRRA, and shall additionally implement any Capital Project or perform any Capital Project Contract in the manner approved by CRRA. To the extent that CRRA does not approve, or otherwise limits funds for specific Operating Costs, Operator shall be relieved from the obligation to perform only the specific Services which would have incurred such Operating Costs. Operator may at any time deliver a written report to CRRA containing Operator's reasons for believing that any disallowed Operating Cost is prudent; however, CRRA shall incur no obligation as the result of its acceptance of any such written report.

13.2 General Limitation on Operator Authority

Operator has no authority to make policies or decisions with respect to the overall operation of the JTF as an ongoing enterprise, and agrees that CRRA shall determine all such matters. Therefore, no provision in this Agreement shall be deemed to permit, and Operator shall take no action to do any of the following, unless specifically authorized and directed to do so by CRRA:

13.2.1 Dispose of Assets

Sell, lease, pledge, mortgage, encumber, convey, or make any license, exchange or other transfer or disposition of the JTF, the Site or any other property or assets of CRRA, including any property or assets purchased by Operator of which the cost is an Operating Cost or a cost related to a Capital Project.

13.2.2 Make Expenditures

Make any expenditure or acquire on an Operating Cost basis any goods or services from Third Parties, except in conformity with a Budget or as otherwise authorized by CRRA; provided, however, that in the event of an actual or threatened Emergency, Operator, without approval from CRRA, may make such reasonable expenditures as are necessary to prevent or mitigate such Emergency.

13.2.3 Take Other Actions

Take or agree to take any other action or actions that individually or in the aggregate, materially varies from the applicable Budget and Plan; provided, however, that in the event of an actual or threatened Emergency, Operator,

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

without approval from CRRA, may take all reasonable actions to prevent or mitigate such Emergency.

13.2.4 Act Regarding Lawsuits and Settlements

Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due from CRRA or Operator, the cost of which, in the case of Operator, would be an Operating Cost, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to the same; or

13.2.5 Pursue Transactions

Engage in any transaction on behalf of CRRA not authorized by this Agreement.

ARTICLE 14 - COMPENSATION; PAYMENT

[TO BE PROPOSED BY RESPONDENTS TO RFP; COMPENSATION TO BE PAID ON A TIME AND MATERIALS BASIS, PLUS A MARKUP FOR PROFIT]

14.1 **Operator Article 2 Compensation – Transition Services**

Operator Article 2 Compensation for Transition Services is contained in Exhibit 3, Part 1 attached hereto and is incorporated into this Agreement.

[Text of Operator's Monthly Billing And CRRA's Payment Procedures to Be Developed During Development of the Final Agreement.]

14.2 **Operator Article 3 Compensation – O&M Services**

Operator Article 2 Compensation for O&M Services is contained in Exhibit 3, Part 2 attached hereto and is incorporated into this Agreement.

[Text of Operator's Monthly Billing And CRRA's Payment Procedures to Be Developed During Development of the Final Agreement.]

ARTICLE 15 - EVENTS OF DEFAULT; REMEDIES

15.1 **Operator Events of Default**

Each of the following events shall constitute an "Operator Event of Default":

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

- (a) Any representation or warranty made by Operator herein, or in any certificate or other document executed and delivered by Operator on or after the Effective Date in connection herewith, is untrue in any material respect on the Effective Date, or on or after the Transition Period Commencement Date, as applicable;
- (b) Operator (i) fails to obtain or maintain as applicable any Permit required by Applicable Law to be held in the name of Operator; or (ii) otherwise fails to comply with any order, injunction, decree, directive, interpretation or pronouncement of or by any Governmental Authority (including the failure to timely pay any fine or other monetary penalty), and such failure continues for thirty (30) Days after written notice of the same from CRRA; provided that any such failure by Operator which (i) is the subject of a good-faith appeal or other such adjudication by Operator (until such time as all such adjudications have been finely resolved), or (ii) has no material impact on CRRA, Operator, the JTF, the Site or Operator's ability to perform the Services, shall not be a Operator Event of Default.
- (c) Operator becomes Bankrupt;
- (d) A Lien has been made against all or any part of the JTF or the Site (or any interest in either) as the result of any encumbrance created, incurred, assumed or suffered to exist by Operator or any Person claiming through it, and such Lien has not been vacated, removed or stayed by court order, bonding or otherwise within thirty (30) days after written notice from CRRA as to the existence of such Lien;
- (e) Operator is in default of any obligation, including a payment obligation to a Third Party, and such default impairs or has a reasonable probability of impairing Operator's ability to perform the Services; and such failure continues for thirty (30) Days after written notice of the same from CRRA;
- (f) Operator persistently or repeatedly materially fails to perform any of the Services in the manner required by this Agreement, including any failure to perform O&M Services in a manner consistent with Prudent Operating and Maintenance Practice, having earlier been notified under Section 15.2 of such failure or a similar failure;
- (g) Operator fails to conform any Subcontract or Capital Project Contract to any CRRA requirement concerning the same; and such failure continues for thirty (30) Days after written notice of the same from CRRA;
- (h) Operator is in breach of any CRRA-approved Subcontract or Capital Project Contract, and such breach continues for thirty (30) days after written notice from CRRA as to such breach; or
- (i) Operator otherwise materially fails to perform or observe any obligation, covenant or condition required under this Agreement, and such failure continues for thirty (30) days after written notice from CRRA as to the same.

15.2 CRRA Notice as to Operator Event of Default; Cure Period as to Certain Operator Events of Default

CRRA shall provide written notice to Operator of any Operator Event of Default. For any Operator Event of Default under Section 15.1(b), 15.1(d), 15.1(e), 15.1(g); 15.1(h) or 15(i) for which a cure period (the "Operator Cure Period") is provided, if the subject Operator Event of Default is not reasonably susceptible to cure within Operator Cure Period, and provided that Operator has taken appropriate steps to cure such Operator Event of Default (and shall in fact cure such Operator Event of Default within a reasonable time), then Operator shall have satisfied the requirements for the cure of such Operator Event of Default, as CRRA shall determine within reasonable commercial discretion.

15.3 CRRA Remedies After Uncured Operator Event of Default

Upon the occurrence of any one or more Operator Event(s) of Default and Operator's failure to cure, as applicable, any Operator Event(s) of Default for which a Operator Cure Period or any longer period is permitted pursuant to Section 15.2, then CRRA may exercise any one or all of the following remedies, either cumulatively, successively or alternatively:

15.3.1 Termination of this Agreement

CRRA may upon written notice to Operator (the "CRRA Termination Notice"), terminate this Agreement; such termination to be effective on the Termination Date specified in such notice, which Termination Date shall be no less than six Months and no greater than eighteen Months after the date of the CRRA Termination Notice.

15.3.2 Payment

If any Operator Event of Default is by reason of the failure to pay any monies (including to any Third Party), CRRA, without obligation to do so or the obligation to pay additional monies after a partial payment, may make partial or full payment on behalf of Operator of such monies, and all amounts so paid by CRRA shall be due from Operator within three (3) Business Days after a CRRA demand therefore. No CRRA payment pursuant to this Section 15.3.2 shall affect CRRA's rights against Operator by reason of the Operator Event of Default necessitating such payment.

15.3.3 CRRA Cure

CRRA may cure, without obligation to so cure (or after having commenced or attempted to so cure, without obligation to continue such action), any Operator Event of Default; provided that (A) CRRA shall not incur any liability to Operator for any CRRA act or omission during the course of curing or attempting to cure any Operator Event of Default, and (B) CRRA's cure of any Operator Event of Default shall not affect CRRA's rights against Operator by reason of such Operator Event of Default.

15.3.4 Other Remedies

CRRA may pursue such other legal or equitable remedies and exercise such other rights or powers available to CRRA in its sole and absolute discretion, including self help.

15.3.5 Remedies Cumulative

The specific remedies to which CRRA may resort under this Agreement, and all other rights and remedies of CRRA now or hereafter existing by agreement, at law, or in equity are cumulative, and any two or more may be exercised at the same time.

15.4 **CRRA Events of Default**

Each of the following events shall constitute a "CRRA Event of Default":

- (a) Any material representation or warranty made by CRRA herein, or in any certificate or other document executed and delivered by CRRA on the Effective Date in connection herewith, is untrue in any material respect on the Effective Date or on the Transition Period Commencement Date, as applicable;
- (b) Subject to the provisions of Section 22.4.4, CRRA shall (i) fail to obtain or maintain as applicable any Permit required by Applicable Law; or (ii) otherwise fail to comply with any order, injunction, decree, directive, interpretation or pronouncement of or by any Governmental Authority (including the failure to timely pay any fine or other monetary penalty); provided that any such failure by CRRA which (i) is the subject of a good-faith appeal or other such adjudication by CRRA (until such time as all such adjudications have been finally resolved), or (ii) has no material impact on CRRA, Operator, the JTF, the Site or Operator's ability to perform the Services, shall not be a CRRA Event of Default;
- (c) CRRA shall fail to make any payment due and payable to Operator (other than a disputed payment); or
- (d) CRRA shall otherwise materially fail to perform or observe any material obligation, covenant or condition required pursuant to this Agreement.

15.5 **Operator Notice as to CRRA Event of Default; Cure Period**

Operator shall provide written notice to CRRA of any CRRA Event of Default. CRRA shall have thirty days from the date of receipt of such notice (the "CRRA Cure Period") to cure such CRRA Event of Default, provided that (i) if the subject CRRA Event of Default is not reasonably susceptible to cure within the CRRA Cure Period, and (ii) CRRA has taken appropriate steps to cure such CRRA Event of Default (and shall in fact cure such CRRA Event of Default within a reasonable time), then CRRA shall have satisfied the requirements for cure of such CRRA Event of Default.

15.6 Operator Remedies After Uncured CRRA Event of Default

Upon the occurrence of any one or more CRRA Event(s) of Default and CRRA's failure to cure such CRRA Event(s) of Default within the CRRA Cure Period or any additional period permitted pursuant to Section 15.5 hereof, then the Operator may exercise any one or all of the following remedies, either cumulatively, successively or alternatively:

15.6.1 Termination of this Agreement

The Operator may upon written notice to CRRA (the "Operator Termination Notice"), terminate this Agreement, effective on the date specified in such notice, which Termination Date shall be no less than six Months and no greater than eighteen Months after the date of Operator Termination Notice.

15.6.2 Other Remedies

The Operator may pursue such other legal or equitable remedies and exercise such other rights or powers available to Operator.

15.7 Termination Payment

Within thirty (30) days after the Termination Date, CRRA shall pay Operator all undisputed amounts due and payable for O&M Services properly performed by Operator and accepted by CRRA, up to and including the Termination Date. All such amounts, net of any amounts due to CRRA, are the "Termination Payment." Operator shall have no right to, and CRRA shall make no payment for anticipated or actual lost profits by Operator resulting from the termination of this Agreement.

15.8 Obligations of Operator Upon Notice of Termination

After either its receipt of a CRRA Termination Notice or its transmittal of a Operator Termination Notice, Operator: (i) shall not begin work on any non-commenced Capital Project; (ii) shall complete prior to the Termination Date any Capital Project begun prior to the receipt or transmittal of such notice or, if any such Capital Project cannot be completed prior to the Termination Date, Operator shall deliver or cause any Capital Project Contractor to deliver such Capital Project to CRRA on the Termination Date in a condition such that the Capital Project shall not deteriorate until CRRA or a New Contractor has the opportunity to complete such Capital Project; (iii) shall cease the performance of the Services, other than those Services necessary for the continued operation of the JTF and the Site, and to keep the JTF and the Site in good working order and condition; (iv) shall perform any actions requested by CRRA pursuant to Section 16.4; and (v) generally conduct its operations at the JTF and the Site such that CRRA or a New Contractor may commence the performance of the Services on the Termination Date without disruption.

15.9 Limitation on Remedies

The remedies under this Agreement for: (i) any breach of contract; (ii) any negligent act or omission; (iii) death or personal injury; or (iv) loss of or damage to any property, are to

the exclusion of any other remedy for items (i) – (iv) herein that either Party may have against the other under law.

ARTICLE 16 - EXPIRATION OR TERMINATION; TRANSITION

16.1 Survival of Certain Provisions

Upon the expiration or earlier termination of this Agreement, all rights and obligations shall be null and void so that neither Party shall have any further rights or obligations to the other Party; provided, however, that the following provisions shall survive the expiration or earlier termination of this Agreement: (a) any and all indemnity and payment, and Remediation obligations of Operator or CRRA arising hereunder and under Applicable Law together with applicable limitations of liability, (b) CRRA's remedies following a Operator Event of Default and Operator's remedies following a CRRA Event of Default, (c) the provisions of this Article 16; and (d) any other provision hereof which expressly survives the expiration or earlier termination of this Agreement.

16.2 Transfer of Custody

Upon the expiration or termination of this Agreement, Operator shall vacate the JTF and the Site, and shall turn over to CRRA all JTF documents and records (including the O&M Manual, the Administrative Procedures Manual, all other manuals prepared for the JTF and the information described in Section 12.4), tools, supplies, spare parts and other materials, safety equipment, and any other items paid for by CRRA as Operating Costs; all of which shall remain the property of CRRA without additional compensation to Operator. In addition, on request of CRRA, Operator shall execute all documents and take all other reasonable steps necessary to assign to and vest in CRRA all rights, benefits, interests and title in connection with any Site Personnel collective bargaining agreement, Subcontract or any Capital Project Contract. CRRA may accept assignment from Operator of any Third Party vendor agreement (excluding any Site Personnel collective bargaining agreement) that is not terminable at the Termination Date. If CRRA does not accept such assignment, it shall pay to Operator reasonable cancellation or other costs associated with the early termination of such Third Party vendor agreement. To the extent permitted by Applicable Law, CRRA shall only assume liability arising under any such Subcontract or Capital Project Contract, for events for which it is responsible and occurring after the assumption by CRRA of such employment agreement, Subcontract or Capital Project Contract.

16.3 Certain Obligations Concerning Site Personnel and Home Office Personnel

Operator shall be solely responsible for complying with all Applicable Law relating to the cessation of its operations at the JTF and the Site with respect to Site Personnel and Home Office Personnel, and (as between CRRA and Operator) with respect to the employees of any Subcontractor or Capital Project Contractor. Without limiting the generality of the preceding sentence, Operator shall timely provide all required notices and other information required under Applicable Law to Site Personnel and Home Office Personnel. Additionally, Operator shall be solely responsible for salary, severance, health benefits, pension benefits, workers compensation, fines, penalties

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

and all other monies due and owed as the result of Operator's compliance or non-compliance with such Applicable Law.

16.4 Transition

In connection with the transition from Operator to a new Person or Persons (individually or collectively a "New Contractor"), Operator, after its receipt or transmittal of any termination notice pursuant to Section 15.3.1 or Section 15.6.1, and continuing for a period of one year following the expiration or termination of this Agreement, shall reasonably cooperate with CRRA and any New Contractor to ensure an orderly transition to the performance of the Services by the New Contractor. CRRA shall reimburse Operator for reasonable proven expenses incurred by Operator with respect to such cooperation. Such cooperation shall include as applicable:

- (a) The provision of access to the JTF and the Site to a New Contractor at reasonable times upon reasonable prior notice;
- (b) The cataloguing with CRRA of all tools, supplies, spare parts and other materials, safety equipment and other materials related to the subject matter hereof and located at the JTF or the Site. With respect to any materials located at the JTF or the Site owned by Operator (as agreed to by CRRA), if Operator does not remove any such materials within ten days after the expiration or termination of this Agreement, such materials shall be deemed abandoned by Operator and may either be retained by CRRA as its property without the execution of any further instrument or the payment of any consideration therefore, or may be disposed of by CRRA without recourse to CRRA; and
- (c) The furnishing to CRRA upon written request of a list of all Site Personnel, together with information including their job titles, job descriptions, length of employment at the JTF or the Site, and level of salary and benefits. Operator shall permit CRRA or a New Contractor to hire those Site Personnel whom the CRRA or New Contractor desires to retain. To facilitate employee transfer, Operator shall permit CRRA and the New Contractor to interview Site Personnel without obligation to hire the same, in a manner and at times that do not interfere with Operator's responsibility to perform the Services.

16.5 Operator Failure to Cooperate

If Operator fails to cooperate with CRRA or a New Contractor as required pursuant to Section 16.4 hereof, CRRA shall so notify Operator in writing, which notice shall include CRRA's basis to claim such failure to cooperate. If Operator fails to cure such non-compliance within ten days following receipt of such notice, then Operator shall pay to CRRA upon demand, all of CRRA's costs and expenses arising from such failure.

ARTICLE 17 - INSURANCE

17.1 Operator Insurance

At all times during the term of this Agreement, Operator shall, at its sole cost and expense, procure and maintain for the duration of the Agreement, for the benefit of CRRA and Operator, 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 Operator, its agents, employees, and any Subcontractor or Capital Project Contractor.

17.2 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (a) Commercial General Liability written on an Occurrence policy form.
- (b) Automobile Liability insurance Combined Single Limit.
- (c) Workers' Compensation insurance as required by the State of Connecticut.
- (d) Employers' Liability insurance.
- (e) Excess/Umbrella Liability insurance.
- (f) Pollution Liability insurance.

17.3 Minimum Limits of Insurance

Operator shall maintain limits no less than the following:

- (a) General Liability:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate Per Location
 - \$2,000,000 Products-Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
- (b) Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage. Include Owned, Hired, and Non-Owned Auto Liability.
- (c) Workers' Compensation:
 - Statutory Limits.
- (d) Employers' Liability:
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease-Policy Limit
 - \$1,000,000 Disease-Each Employee

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

(e) Excess/Umbrella:

\$25,000,000 Each Occurrence/Aggregate; Schedule the General Liability, Automobile Liability, and Employers Liability and follow form with the underlying terms.

(f) Contractor's Pollution Liability (CPL) Insurance:

\$10,000,000 each Pollution Condition//\$10,000,000 Aggregate on a project-specific occurrence-basis form specifying work performed under this Agreement at the JTF as the "Covered Operations". The policy shall cover all subcontractors performing work for or on behalf of the Operator that are included as "Covered Operations". The deductible or self-insured retention under this policy shall not be more than \$250,000 per occurrence or event unless otherwise approved by CRRA.

The CPL Policy specified herein may be written on an annual term or for a multi-year period that is coterminous with this O&M Agreement. If the CPL Policy must be renewed during the Initial Term or any Extensions, the renewal or replacement policy shall also meet the requirements set forth above. If this Agreement is terminated or not renewed or extended, the Contractor should provide an extended reporting period under the Project-Specific CPL Policy for a period of not less than two (2) years following the term of this O&M Contract.

If the CL Policy required in the provision is written on a claims-made basis, the Operator shall provide coverage for a completed operations period of at least two (2) years following the termination or expiration of the Initial Term or any Extension.

The CPL Policy shall include coverage for transportation of hazardous materials to or from the JTF by owned or non-owned vehicles, and releases from non-owned disposal sites where any hazardous materials generated at the site are taken for treatment, storage, or disposal.

17.4 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, Operator shall pay such deductible

17.5 Other Insurance Provisions

All of Operator's policies shall contain or be endorsed to contain the following provisions:

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

- (a) CRRA shall cause its insurers to waive any rights of subrogation against the Operator and its Affiliates together with their respective officers, directors and employees, and CRRA shall make each such Person an additional insured with respect to all liability policies procured by CRRA pursuant to this Agreement (other than workers' compensation policies). The Operator shall cause its insurers to waive any rights of subrogation against CRRA together with their respective officers, directors, Affiliates and employees, and Operator shall make each such Person an additional insured with respect to all liability policies procured by Operator pursuant to this Agreement (other than workers' compensation policies).

For the avoidance of doubt, the Parties intend that each Party have the maximum protection available to that Party from the insurance policies owned by the other Party. CRRA needs to be included as additional insured on all liability insurance including General Liability, Excess Liability, Automobile Liability and Pollution Liability. The General Liability Additional Insured endorsement must include "on-going operations" and "completed operations" coverage for the additional insured.

- (b) Coverage shall not be cancelled, materially changed, or non-renewed without at least 30 days prior written notice to CRRA.
- (c) Operator's insurance must apply to the JTF and the Site only and be primary, and no contributions shall be permitted from any insurance or self-insurance of CRRA.
- (d) Operator waives, and shall require its insurers to waive by endorsement, all subrogation rights against CRRA and its directors, employees, representatives, agents, successors and assigns, for losses and damages incurred under insurance policies required by any Subcontract or Capital Project Contract.
- (e) CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for (i) the existence, non-existence, form or legal sufficiency of the insurance described on such certificate, (ii) the solvency of any insurer, or (iii) the payment of losses.

17.6 Acceptability of Insurance

Operator's insurance companies shall be rated A-VII or better by A.M. Best. Insurance carriers shall be lawfully authorized to do business in the jurisdiction where the Services are being performed, unless otherwise approved by CRRA.

17.7 Verification of Coverage

No Services shall be performed by or for Operator until a proper certificate of insurance concerning coverage is submitted to CRRA complying with all requirements of this Article 17, and CRRA has approved such certificate in writing.

17.8 Subcontractors; Capital Project Contractors

Operator shall include any Subcontractor or Capital Project Contractor as an insured under Operator's policies or shall furnish separate certificates and endorsements for each Subcontractor or Capital Project Contractor. All coverages for Subcontractors or Capital Project Contractors shall be subject to all of the requirements of this Article 17.

ARTICLE 18 - INDEMNIFICATION

18.1 Indemnification by Operator

Operator at its sole cost and expense shall indemnify, defend and hold harmless CRRA and its directors, officers, employees, servants, representatives, agents, successors and assigns (collectively, the "CRRA Indemnified Parties") from and against any and all liabilities, penalties, fines, violations, sanctions, damages, losses, settlements, orders, decrees, liens, debts, charges, executions, interest, personal injuries, costs and expenses, including attorneys' and other professionals' fees and court costs (collectively, "Costs") arising directly or indirectly in connection with any and all Third Party (including employees of Operator and CRRA) suits, claims, actions and causes of action, fees, damages, administrative proceedings, losses, obligations, penalties, assertions, judgments, inquiries, demands, investigations and proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising directly or indirectly from: (i) any misrepresentation or breach of any representation or warranty herein by Operator; (ii) acts of negligent commission or omission by Operator with respect to the performance of its obligations hereunder; (iii) any other breach of this Agreement by Operator; (iv) any act of negligent commission or omission by Operator with respect to oversight and management of any Subcontractor or Capital Project Contractor; and (v) any Environmental Condition caused by Operator, or Operator's negligent oversight and management of any Subcontractor or any Capital Project Contractor. Without limitation of the preceding sentence, Operator shall not be required to indemnify, defend and hold harmless any CRRA Indemnified Party for any Costs or Claim due to the proven Willful Misconduct or negligence of any CRRA Indemnified Party, and the CRRA Indemnified Party whose Willful Misconduct or negligence is adjudged to have caused such Costs or Claim will reimburse Operator for its expenses in defending any Claim as required above. Operator shall use counsel reasonably acceptable to CRRA in performing its obligations under this Article 18. Operator's obligations to indemnify, defend and hold harmless the CRRA Indemnified Parties against any Claim, includes any Claim arising from any breach by Operator of any confidentiality obligations with respect to any part of or all of the RFP, or any claimed infringement by Operator of any Person's intellectual property rights or other proprietary rights. Notwithstanding the requirements of this Article 18, but subject to Section 5.6 hereof, Operator's obligations under this Article 18 shall not extend

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

to any liability for Costs or other Claims related to any Pre-Existing Contamination existing on or prior to the Commencement Date, or allocated in whole or in part by any Governmental Authority to periods prior to either of those date(s), as applicable. The requirements of this Section 18.1 are for the protection of the CRRA Indemnified Parties only and shall not establish, of themselves, any liability to any Third Party.

18.2 Indemnification by CRRA

To the extent it is allowed to do so by law, CRRA shall indemnify and hold harmless Operator and its respective officers, directors, employees, agents and representatives (collectively the "Operator Indemnitees") from and against, and no Operator Indemnitee shall have responsibility for, any and all claims, damages, judgments, losses, obligations, liabilities, actions and causes of action, fees (including reasonable attorney's fees and disbursements), costs (including court costs) expenses penalties, fines and sanctions sustained or suffered by any Operator Indemnitee in connection with injury or death to third parties or loss of or damage to property of third parties to the extent proven to be caused by CRRA's negligence, Willful Misconduct or willful violation of any Applicable Law or willful breach of any material representation, warranty or covenant in this Agreement. Without limitation of the preceding sentence, CRRA shall not be required to indemnify, defend and hold harmless any Operator Indemnitees for any Costs or Claim due to Willful Misconduct or negligence of any Operator Indemnitees, and the Operator Indemnitees whose Willful Misconduct or negligence is adjudged to have caused such Costs or Claim will reimburse CRRA for its expenses in defending any Claim as required above.

18.3 Property Damage

In the event of a claim under a CRRA insurance policy for damage to the JTF that is attributable to Operator's negligence, Operator shall be liable for the payment of any deductible. Without limitation of Operator's indemnification obligations pursuant to Section 18.1 hereof, Operator shall indemnify and reimburse CRRA for any and all damage to real or personal property of CRRA caused by Grossly Negligent acts of commission or omission by Operator, Recklessness, Willful Misconduct, willful violation of any Applicable Law or Operator's Grossly Negligent oversight and management of any Subcontractor or any Capital Project Contractor. CRRA shall give prompt notice to Operator of any damage resulting from such acts requiring such reimbursement.

18.4 Attorney's fees

No CRRA Indemnified Parties shall be responsible for any cost for which Operator is responsible under sections 18.1 and 18.3. CRRA shall be entitled to collect from Operator all attorney's fees and costs incurred to enforce any of Operator's indemnification obligations under this Agreement.

18.5 Survival

The indemnities contained in this Article 18 shall survive the transactions contemplated hereby and the expiration or earlier termination of this Agreement and shall not be affected in any way by the presence or absence of insurance, or by the failure or refusal

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

by any insurance carrier to perform any obligation on its part to be performed under any insurance policies maintained by Operator pursuant to Article 17 hereof.

18.6 Governmental Actions

During the Term of this Agreement Operator shall cooperate and assist CRRA with CRRA's acquisition of data and other information for the preparation and filing with appropriate Governmental Authorities of any notice, plan, submission, or other document necessary for compliance with applicable Environmental Laws and the requirements of any Permit. All such documents shall be submitted by and in the name of CRRA and not Operator, unless otherwise required by Applicable Law. All costs associated therewith, including the costs of any outside consultants, legal fees, fees to Governmental Authorities, sampling and Remedial work shall be paid by CRRA or reimbursed to Operator as an Operating Cost, unless such costs are subject to Operator's indemnity obligations pursuant to Section 18.1. Any action by Operator pursuant to any Environmental Law (including any proceeding and filings made in connection therewith) or the payment by Operator of any costs thereof, shall only be made with CRRA's prior written consent, unless a Governmental Authority or Applicable Law requires Operator to take such action or incur such costs prior to obtaining such consent. Nothing in this Section 18.6 shall require Operator to take any Remedial action unless Operator is affirmatively and expressly directed in writing to so do by CRRA, or as ordered by a Governmental Authority as permitted by this Section 18.6, in order to comply with any Environmental Law or as necessary to respond to any Emergency.

ARTICLE 19 - REPRESENTATIONS AND WARRANTIES

19.1 Certain Representations and Warranties of Operator

Operator hereby represents and warrants to CRRA that as of the Effective Date:

- (a) Operator is a [**Business Organization Form**] duly organized, validly existing and in good standing under the laws of the State of _____. Operator is qualified to do business in the State of Connecticut. Operator's Connecticut taxpayer identification number is _____.
- (b) The execution and delivery of this Agreement by Operator and its performance hereunder (i) has been duly authorized by all requisite action, (ii) will not require any approval by any Governmental Authority and (iii) will not violate any provision of Applicable Law or any indenture, agreement or other instrument to which Operator is a party or by which Operator is bound, or be in conflict with, result in a breach of, or constitute a default thereunder or a Lien on any property of Operator.
- (c) This Agreement constitutes the legal, valid and binding obligation of Operator and is enforceable against Operator in accordance with its terms.
- (d) All documents, information and materials provided to CRRA by or on behalf of Operator (including the RFP Response) were on the date provided, true and correct in all material respects.

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

- (e) There is no action, suit or proceeding involving Operator, or no existing events or circumstances that could, individually or collectively, reasonably be expected to materially adversely affect Operator's businesses, operations, assets, properties, or financial stability, or the ability of Operator to perform fully its obligations under and as contemplated by this Agreement.
- (f) There is no claim, action, suit, arbitration, mediation or proceeding at law or in equity, or before or by any Governmental Authority that is pending against Operator that could reasonably be expected to have a material adverse effect (i) on the transactions contemplated by this Agreement; (ii) the validity or enforceability of this Agreement; or (iii) Operator's ability to perform fully the Services.
- (g) This Agreement has been entered into by Operator without fraud or collusion by Operator.
- (h) This Agreement has been entered into by Operator following its own independent investigation, examination and due diligence with respect to the subject matter hereof without any representation or warranty (whether express or implied, in fact or in law) by or on behalf of CRRA except as otherwise specifically provided herein.
- (i) Operator has filed all federal, state and local tax returns which it is required to file, if any. Operator has paid or caused to be paid to the respective taxing authorities all taxes as shown on such returns or on any assessments received by it to the extent that such taxes have become due, or has filed a sales tax security bond with respect to same. Operator knows of no proposed material tax assessment against Operator, and Operator is not obligated by any other agreement, tax treaty, instrument or otherwise to contribute to the payment of taxes owed by any other Person. All material tax liabilities are adequately provided for or reserved against, on the books of Operator.
- (j) Operator has (i) paid all applicable workers' compensation and second injury fund assessments concerning all previous work done by Operator in the State of Connecticut, if any; (ii) paid all applicable unemployment compensation contributions concerning all previous work done in the State of Connecticut, if any; and (iii) has not been cited for non-compliance with or violations of the Occupational Health and Safety Administration regulations.
- (k) Operator has substantial expertise and experience in the operation and maintenance of power generation facilities and it is fully qualified to operate and maintain the JTF and the Site in accordance with the terms of this Agreement.

19.2 Certain Representations and Warranties of CRRA

CRRA hereby represents and warrants to Operator that as of the Effective Date:

- (a) CRRA has the full power and authority to execute and deliver this Agreement, and perform any and all of its obligations hereunder.

- (b) The execution and delivery of this Agreement by CRRA and its performance hereunder (i) have been duly authorized by all requisite action, (ii) will not require any Governmental Approval, and (iii) will not violate any provision of Applicable Law or any indenture, agreement or other instrument to which CRRA is a party or by which CRRA is bound, or be in conflict with, result in a breach of, or constitute a default thereunder or a Lien on any property of CRRA.
- (c) This Agreement constitutes the legal, valid and binding obligation of CRRA and is enforceable against CRRA in accordance with its terms.
- (d) There is no action, suit or proceeding at law or in equity, or before or by any Governmental Authority pending against CRRA, or against or with respect to the JTF or the Site that could reasonably be expected to have a material adverse effect on: (i) the transactions contemplated by this Agreement; (ii) the validity or enforceability of this Agreement; or (iii) CRRA's ability to perform its obligations under and as contemplated by this Agreement other than what has been previously provided to Operator.

ARTICLE 20 - TITLE, DOCUMENTS AND DATA

20.1 Materials and Equipment

Operator shall ensure that title to all materials, equipment, supplies, consumables, spare parts and other items purchased or obtained by Operator hereunder passes directly from any Third Party to CRRA and vests in CRRA. Operator has no title or other claim to any such item other than the right to use such item in the performance of the Services or the implementation of any Capital Project.

20.2 Documents

The O&M Manual, Administrative Procedures Manual and any other manuals identified in Exhibit 2, together with the data associated with the maintenance management system and all other operational data, JTF drawings, and reports and records (in any form) created by Operator in connection with the performance of this Agreement or received by Operator from a third party regarding the Units and JTF are the property of CRRA. Operator may retain for its records copies of any of the preceding documents.

20.3 Proprietary Information

Where documents or any other materials used in connection with the performance of this Agreement, whether prepared or developed by Operator or its Affiliates, their respective employees and representatives, or any Subcontractor or Capital Project Contractor, contain proprietary or technical information, techniques or know-how previously developed by them or acquired by them from any Third Party, Operator retains the unrestricted and irrevocable right to use or dispose of such proprietary information as Operator deems fit. Notwithstanding the foregoing, CRRA has an irrevocable fully-paid license to use such proprietary information to the extent necessary for CRRA's operations, at no cost to CRRA other than the payments required hereunder.

20.4 Warranties

Upon the expiration or termination of this Agreement, all warranties of any kind or nature existing with respect to all equipment and parts that are or will become the property of CRRA shall automatically be assigned and set over to CRRA absolutely and without further action on the part of the Parties, with the same force and effect as though all such warranties expressly ran for the benefit of CRRA.

ARTICLE 21 - CONFIDENTIALITY

21.1 General

Subject to Section 3.4.3 hereof, during the Term and for three years after the expiration or earlier termination of this Agreement, each Party shall hold in confidence any Confidential Information supplied by the other Party. The term "Confidential Information" means, with respect to each Party, all information of a proprietary, intellectual or similar nature, relating to a Party's business methods or practices, projects, operations, activities or affairs, whether of a technical or financial nature or otherwise (including environmental assessment reports, financial information, business plans and proposals, ideas, concepts, trade secrets, know-how, processes, pricing of services or products, and other technical or business information, whether concerning this Agreement, each Party's respective businesses or otherwise) that has not been publicly disclosed, is identified as Confidential Information in writing, and that the receiving Party acquires directly or indirectly from the disclosing Party. Each receiving Party further agrees, to the extent requested by the disclosing Party and required by this Agreement, to require its Subcontractors, Capital Project Contractors, other contractors, vendors, suppliers, and employees, agents or prospective purchasers to preserve the confidentiality of Confidential Information. The receiving Party may make necessary disclosures to any Third Party directly engaged in the operation, ownership or financing of the JTF, if such Third Party is under a written obligation to receive and hold such Confidential Information in confidence, in a manner at least equal to the requirements of this Agreement.

21.2 Exceptions

The provisions of this Article 21 do not apply to information within one or more of the following categories:

21.2.1 Public Domain

Information that was in the public domain prior to the receiving Party's receipt or that subsequently becomes part of the public domain by publication or otherwise, except by the receiving Party's wrongful act; or

21.2.2 Prior Receipt

Information that the receiving Party can demonstrate was in its possession prior to receipt thereof from the disclosing Party; or

21.2.3 Third Party Delivery

Information received from a Third Party having no obligation of confidentiality with respect thereto.

21.3 Required Disclosure

Any receiving Party required by Applicable Law, including the Connecticut Freedom of Information Act, or during the course of any administrative or judicial proceeding, to disclose Confidential Information that is otherwise required to be maintained in confidence pursuant to this Article 21, may make such disclosure notwithstanding the provisions of this Article 21; subject to the provisions of this Section 21.3. Prior to making any such disclosure, the disclosing Party shall have the opportunity to review and comment upon the Confidential Information subject to the disclosure request. The disclosing Party and the receiving Party shall discuss the scope and content of the requested Confidential Information, and shall cooperate to the maximum extent practicable to minimize disclosure of such Confidential Information. The disclosing Party shall have the right to respond to any demand for disclosure and to require the receiving Party, at the disclosing Party's expense, to withhold disclosure to the extent permitted by Applicable Law. In addition, the disclosing Party may take any action it deems necessary, at its expense, including the right to participate in any legal or administrative proceeding, to protect its Confidential Information. The receiving Party shall take reasonable steps not to prejudice the disclosing Party's proprietary rights to its Confidential Information, including the seeking of an appropriate protective order if requested by the disclosing Party. Nothing in this Section 21.3 shall prevent a disclosing Party from appearing in any administrative or judicial proceeding concerning the potential disclosure of Confidential Information.

ARTICLE 22 - ADDITIONAL PROVISIONS

22.1 Effect of Bankruptcy

In the event of a Bankruptcy, payments required under this Agreement shall be deemed to be administrative expenses as defined in 11 USC § 503.

22.2 Subcontractors; Capital Project Contractors

Any Subcontracting of the Services or the execution and performance of a Capital Project Contract by Operator, shall not relieve Operator of its duties, liabilities or obligations to CRRA.

22.3 Not for Benefit of Third Parties

Except where a contrary intention is expressly stated, this Agreement and each and every provision hereof are for the exclusive benefit of the Parties and not for the benefit of any Third Party.

22.4 Force Majeure

22.4.1 Events Constituting Force Majeure

A "Force Majeure Event" is any event that restricts or prevents performance under this Agreement by either Party, is not reasonably within the control of, or caused by any act of commission or omission of an affected Party, and cannot be overcome or avoided by the exercise of due care. Force Majeure Events include any drought, flood, earthquake, storm, fire, lightning, explosion, epidemic, war, act of terrorism, acts of Governmental Authorities, civil disturbances, sabotage, work stoppages (e.g., strikes), accident, curtailment of supply, unavailability of construction materials or replacement equipment beyond the affected Party's control, inability to obtain and maintain any Permit, restraint by court order, and changes in Applicable Law that materially affect performance under this Agreement. Except for all accrued payment obligations of each Party, each Party shall be excused from performance, and will not be considered to be in default in respect to any obligation hereunder, if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations. Strikes, work stoppages, secondary boycotts or walkouts shall not be a Force Majeure Event if such action is due to: (a) Operator's breach of its labor agreement with any collective bargaining representative of its employees engaged in such actions; (b) Operator's lack of good faith or maintenance of an unreasonable economic position in negotiating with any collective bargaining representative of the unit employees engaged in such actions; (c) Operator's willful disregard in the context of labor negotiations of its obligations under this Agreement with the intent or effect of hindering, interfering with, or otherwise adversely affecting the JTF or of gaining an unfair advantage over CRRA with respect to the JTF or this Agreement; or (d) any lack of cooperation or resistance on the part of the previous operators, excluding any materials or documents previous operators remove from the JTF.

22.4.2 Notice

If a Party's ability to perform its obligations under this Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (1) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five Business Days of its discovery; (2) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party; and (3) initiate efforts to remove the cause of the Force Majeure Event or to lessen its effect.

22.4.3 Scope

The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than necessary to deal with such Force Majeure Event. The excused Party shall use commercially reasonable efforts to

remedy any inability to perform its obligations hereunder as the result of a Force Majeure Event.

22.4.4 Trading Order; CRRA Termination Right With Respect to Trading Order.

Without limitation of the provisions of this Section 22.4 concerning Force Majeure and notwithstanding any provision of this Agreement to the contrary, the Parties acknowledge and agree that the continued economic operation of the JTF and the Units are dependent upon the continued effectiveness and renewal of that certain Trading Agreement & Order No. 8302 dated on or about April 29, 2010 (the "Trading Order"), by and between the State of Connecticut Department of Environmental Protection ("DEP") and CRRA, attached hereto as **Exhibit [4]**. In the event: (i) the Trading Order expires pursuant to Section B.1. thereof and is not renewed, notwithstanding CRRA's reasonable efforts to so renew; (ii) CRRA is unable to obtain sufficient Discrete Emission Reduction Credits ("DERCs") to operate the JTF in the manner required under the Trading Order, despite CRRA's reasonable efforts to obtain such DERCS; or (iii) CRRA is otherwise unable to comply with the requirements of the Trading Order despite CRRA's reasonable efforts to do so; then in the case of (i) or (ii) or (iii), CRRA may terminate this Agreement, effective as of (1) the Day that CRRA receives written notice from the DEP or any successor Governmental Authority that the Trading Order has expired or will not be renewed, or (2) the Day that CRRA provides written notice to the DEP or any successor Governmental Authority that CRRA is unable to comply with the requirements of the Trading Order. In the event of a termination of this Agreement pursuant to this Section 22.4.4, the provisions of Article 16 dealing with the orderly termination and unwinding of this Agreement shall apply.

22.5 **Dispute Resolution**

22.5.1 Assertion of Disputes

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 Operator 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 below.

22.5.2 Adjudication of Disputes

Any Dispute which the Parties are unable to resolve themselves shall be resolved by a court of competent jurisdiction in Connecticut, unless the Parties

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

jointly agree to do so 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 22.5.

22.5.3 Expenses of Litigation

If any suit or other action at law or in equity is commenced to enforce or construe any provision of this Agreement or to resolve any Dispute arising out of or in connection with this Agreement, each party shall pay its own costs and attorneys' fees, unless (a) such suit or action relates to an act or Event of Default (as defined in this Agreement), in which case the party in default shall pay the party not in default a reasonable sum for the non-defaulting party's attorneys' fees and costs of suit; or (b) otherwise specified elsewhere in this Agreement.

22.6 **Amendments**

No amendments or modifications of this Agreement shall be valid unless in writing and executed by duly authorized representatives of the Parties.

22.7 **No Waiver**

No delay, waiver or omission by a Party to exercise any right or power arising from any breach or default by the other Party of any representation, warranty, covenant or other provision of this Agreement, shall be a waiver of any subsequent breach or default of the same or other presentation, warranty, covenant or provision hereof.

22.8 **Notices**

Any written notice under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be either delivered personally to the Party to whom notice is given, or mailed to the Party to whom notice is to be given, by facsimile, email, courier service or first class registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at the address indicated on the first page of this Agreement, or at the most recent address specified by written notice given in the manner provided in this Section 22.8.

22.9 **Counterparts**

This Agreement may be executed in any number of counterparts or separate counterparts, that, when signed by each of the Parties, constitute one and the same instrument. Thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

22.10 **Governing Law**

This Agreement is governed by and shall be construed in accordance with the laws of the State of Connecticut, exclusive of the conflicts of laws provisions thereof.

22.11 Interpretation

Titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, describe or otherwise affect the scope or meaning of this Agreement or the intent of any provision hereof. All exhibits and appendices attached hereto are considered a part hereof as though fully set forth herein. This Agreement was jointly drafted and negotiated by the Parties. In the event of a dispute, the Agreement shall not be construed against either Party based upon its drafting.

22.12 Severability

If any provision of this Agreement, or the application of any such provision to any Person or circumstance, is held invalid by any court or other forum of competent jurisdiction, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to a Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that this Agreement is consummated as originally contemplated to the greatest extent possible.

22.13 Entire Agreement

This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof. Any prior or contemporaneous oral and written representations, agreements, understandings and/or statements respecting this subject matter shall be of no force and effect, including without limitation the RFP any proposals submitted in response thereto.

22.14 Further Assurances

Each party shall take such action and deliver such instruments to the other party, in addition to the actions and instruments specifically provided for herein, as may be reasonably be requested or required to effectuate the purposes or provisions of this Agreement.

22.15 Nondiscrimination

Operator agrees to the following:

- (a) Operator agrees and warrants that in the performance of this Agreement Operator 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 Operator 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 Operator further

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

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 Operator that such disability prevents performance of the Services involved;

- (b) Operator agrees, in all solicitations or advertisements for employees placed by or on behalf of Operator, 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) Operator agrees to provide each labor union or representative of workers with which Operator has a collective bargaining agreement or other contract or understanding and each vendor with which Operator has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of Operator'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) Operator 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) Operator 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 Operator 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, Operator 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.

22.16 Whistleblower Provision

If Operator is a large state contractor, Operator 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

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility

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.

22.17 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, Operator 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 5**, and will inform its principals of the contents of the notice.

22.18 Affidavit Concerning Nondiscrimination

At the time of Operator's submission of its Bid, Operator provided CRRA with the executed Affidavit Concerning Nondiscrimination attached hereto and made a part of this Agreement as **Exhibit 6**.

22.19 Affidavit Concerning Consulting Fees

At the time of Operator's submission of its Bid, Operator provided CRRA with the executed Affidavit Concerning Consulting Fees attached hereto and made a part of this Agreement as **Exhibit 7**.

22.20 Contractor's Certification Concerning Gifts

At the time of Operator's execution this Agreement, Operator simultaneously executed a document entitles Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit 8**.

22.21 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 9**.

22.22 Time is of the Essence

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

_____ (Operator)

By: _____
Its _____
Duly Authorized

EXHIBIT 1

DEFINITIONS

“Act” has the meaning in the Recitals.

“Administrative Procedures Manual” means the manual developed by Operator for the Facility pursuant to Section 2.2 that includes information, policies, and procedures pertinent to Operator’s performance hereunder, including: (i) reporting, (ii) correspondence and review procedures, (iii) procurement procedures, (iv) employee policies and procedures, and (v) accounting, bookkeeping and record keeping.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person. The term “control” (including related terms such as “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning in the Preamble.

“Applicable Law” means any applicable federal, state, municipal or local statute, regulation, rule, code, standard, ordinance, permit (including any Permit); any judgment, order, injunction, decree, directive, interpretation or pronouncement of or by any Governmental Authority; or any other authority otherwise having the force of law, including all Environmental Laws; whether in force as of the Effective Date, or as amended or enacted in the future.

“Authorized Activities” has the meaning in Section 3.3.

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

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 1: Definitions

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

“Budget” means the budget adopted by CRRA as provided in Section 10.1.4.

“Business Day” means any day on which CRRA’s business office is in operation.

“Capital Project” means the purchase of property, plant or equipment with an aggregate cost (including freight, labor, installation costs, taxes, etc.) equal to or greater than twenty five thousand dollars (\$25,000.00) and with an economic useful life in excess of one year. Major extraordinary repairs that are non-recurring in nature and increase the value of the original purchase of property, plant or equipment and increase the remaining life of the property, plant or equipment will be considered a Capital Project.

“Capital Project Contract” has the meaning in Section 10.3.1

“Capital Project Contractor” has the meaning in Section 10.3.1.

“Claims” has the meaning in Section 18.1.

“Commission” has the meaning in Section 22.15(b).

“Computerized Maintenance Management System” (or “CMMS”) has the meaning in Section 12.4.

“Confidential Information” has the meaning in Section 21.1.

“CONVEX” means the Connecticut Valley Electric Exchange.

“Costs” has the meaning in Section 18.1

“CRRA” has the meaning in the Preamble.

“CRRA Cure Period” has the meaning in Section 15.5

“CRRA Event of Default” has the meaning in Section 15.4

“CRRA Indemnified Parties” has the meaning in Section 18.1

“CRRA JTF General Manager” has the meaning in Section 8.3.2.

“CRRA Reserved Rights” has the meaning in Section 3.4.1.

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 1: Definitions

“CRRA Termination Notice” has the meaning in Section 15.3.1.

“Daily Report” has the meaning in Section 12.4.

“Day” (whether or not capitalized) shall mean a calendar day, unless designated as a Business Day.

“Day-Ahead Energy Market” shall have the same meaning used in the ISO New England Market Rules.

“State of Connecticut Department of Environmental Protection” (or “DEP”) has the meaning in Section 22.4.4.

“Discharge” means any release, threatened release, deposit, spillage, leakage, escape, uncontrolled loss, seepage and/or filtration.

“Discrete Emission Reduction Credits” (or “DERCs”) has the meaning in Section 22.4.4

“Dispute” has the meaning in Section 22.5.1.

“Dispatch” means

“Effective Date” has the meaning in the Preamble.

“Emergency” has the meaning in Section 8.13.

“Environmental Condition” means the presence of one or more Hazardous Materials in the Environmental Media requiring Remedial action under applicable Environmental Laws and/or that may give rise to claims and/or liabilities to any Third Party, including any Governmental Authority. Environmental Conditions shall include the presence of any Hazardous Material in Environmental Media at or above any applicable default criterion in the Remediation Standard Regulations, Regulations of Connecticut State Agencies, § 22a-133k-1 et seq., as the same may be amended, supplemented or superseded from time to time.

“Environmental Laws” means all federal and state statutes, regulations, codes, orders, directives, rules, guidelines, standards, general permits, individual permits, judgments, injunctions and requirements of common law, whether in force as of the Effective Date, or as amended or enacted in the future, concerning or relating to land use and the protection of health, safety and the natural environment (including those relating to the ground, air, water, solid waste, hazardous waste, odors, noise, pollution or contamination, and those concerning the installation, operation, closure and corrective action of underground or above ground tanks) and shall include, without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 1: Definitions

Air Act, 42 U.S.C. §§ 7 401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 to 136y; the Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; and all state laws enacted as part of Title 22a of the Connecticut General Statutes including (without limitation) the Connecticut Environmental Policy Act (§§ 22a-1a through 22a-1h of the Connecticut General Statutes), the Environmental Protection Act of 1971 (§§ 22a-14 to 22a-20 of the Connecticut General Statutes), the Connecticut Wetlands and Watercourses Protection Act (Chapter 440 of the Connecticut General Statutes), the Noise Pollution Control Act (Chapter 442 of the Connecticut General Statutes), Coastal Management Act (§§ 22a-90 to 22a- 112 of the Connecticut General Statutes), the Connecticut statutes on Hazardous Waste (Chapter 445 of the Connecticut General Statutes), Air Pollution (Chapter 446c of the Connecticut General Statutes), Solid Waste Management (Chapter 446d of the Connecticut General Statutes), Water Pollution Control (Chapter 446k of the Connecticut General Statutes), the Soil Erosion and Sediment Control Act (§§ 22a-325 to 22a-329), the Water Diversion Policy Act (§§ 22a-365 to 22a-378 of the Connecticut General Statutes), and any other federal or state environmental requirements in addition to these acts or other laws, together with all rules, regulations, codes, orders, decrees and judicial decisions now or hereafter promulgated under any of the foregoing.

“Environmental Media” means soil, land, surface or subsurface strata, surface waters, ponds, streams, groundwater, bedrock, drinking water supply, stream sediments, atmosphere, air, vegetation and any other environmental medium or natural resource.

“Environmental Permits” means any and all permits, licenses, registrations, general permits, certificates, or approvals necessary to operate the Facility in accordance with the Environmental Laws.

“Extension” has the meaning in Section 4.3.

“Extraordinary Item” means any purchase order issued by Operator in an amount greater than fifty thousand dollars (\$50,000.00) or, if an annual blanket purchase order, that Operator reasonably anticipates will exceed fifty thousand dollars (\$50,000) during an Operating Year.

“Force Majeure Event” has the meaning in Section 22.4.1.

“Governmental Authority” (or “Governmental Authorities”) means any governmental agency, authority, bureau, quasi-governmental body (other than CRRA), regulatory body, department, court, or other instrumentality having jurisdiction over CRRA, Operator, the Facility or the performance of any of the Services.

“Grossly Negligent” shall mean more than the lack of ordinary and reasonable care under the circumstances, including more than momentary thoughtlessness, inadvertence, or error of judgment. It includes the failure to exercise even slight or scant care or slight diligence.

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 1: Definitions

“Hazardous Materials” means any and all pollutants, contaminants, hazardous or toxic waste, substance or material, Hazardous Waste, or any other substance that might pose a hazard to health, safety or the environment, the removal of which may be required or the manufacture, use, maintenance or handling of which is regulated, restricted, prohibited or penalized by any Environmental Law, as amended, or any other Applicable Law, or any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance containing gasoline, diesel or other petroleum hydrocarbons, petroleum products or petroleum by-products.

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

“Home Office Personnel” means the Facility Manager and such other employees of Operator who are engaged in, or otherwise involved in the provision of the Services, other than Site Personnel.

“Initial Budget” has the meaning in Section 10.1.1.

“Initial Term” has the meaning in Section 4.2.

“ISO-NE” means mean ISO-New England, Inc., its successor, or any other independent system operator designated by NEPOOL (or other appropriate authority) for the NEPOOL Control Area in New England.

“JTF” has the meaning in the Recitals.

“JTF Agreements” means agreements entered into from time to time by CRRA and whose subject matter is deemed relevant by CRRA, in its reasonable discretion, to the subject matter of this Agreement, and which CRRA has knowledge and possession as of the Transition Period Commencement Date; CRRA having no obligation to obtain any additional JTF Agreements.

“JTF Information” has the meaning in Section 12.1.

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 1: Definitions

“JTF Manager” has the meaning in Section 8.3.1.

“JTF Manuals” means such materials, including any Facility equipment manuals and maintenance instructions, system descriptions and operating instructions, design documentation, and similar documents provided by any prior JTF contractor of CRRA, whose subject matter is deemed relevant by CRRA, in its reasonable discretion, to the subject matter of this Agreement, and which CRRA has knowledge and possession as of the Transition Period Commencement Date; CRRA having no obligation to obtain any additional JTF Manuals.

“Lead Participant” means the Person authorized by ISO-NE to submit supply offers and bids for the Facility, and to participate in ISO-NE’s forward capacity and forward reserve markets.

“Lien” means any lien, mortgage, pledge, hypothecation, assignment, deposit arrangement, notice of contract, preference, priority, security interest, chattel mortgage or other charge or encumbrance of any kind, any levy under execution or attachment, any easement, right of way or other encumbrance on title to real property, and any lease, license or sublease having substantially the same effect as any of the foregoing.

“Month” means a calendar month.

“Monthly Deviation Report” has the meaning in Section 12.5.

“NEPOOL” means the New England Power Pool or its successor.

“NEPOOL Agreement” means the New England Power Pool Second Restated NEPOOL Agreement in effect as of the date hereof, together with associated rules and procedures, as any of the same may be amended, supplemented or superseded from time to time.

“New Contractor” has the meaning in Section 16.4.

“Notice to Proceed with Transition Services” means the written notice from CRRA to Operator, instructing Operator to commence performance of the Transition Services.

“O&M Manual” means the materials, including Facility system operating and maintenance procedures, training, health and safety procedures, environmental compliance and Emergency management procedures, together with any supporting materials, developed by Operator pursuant to Section 2.2.

“O&M Services” means the O&M Services described in **Exhibit 3** hereto.

“O&M Services Commencement Date” means June 1, 2012.

“O&M Services Compensation Schedule” means the payment schedule for CRRA’s payments to Operator for the performance of the O&M Services contained in **Schedule 14.2** hereto.

“Operating Costs” include each and every item of cost or expense expended by Operator and reimbursed by CRRA in the course of Operator’s performance of the O&M Services,

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 1: Definitions

including each cost or expense incurred under any Subcontract; excluding however, any costs or expenses incurred by Operator or any Capital Project Contractor as the result of any Capital Project. Operating Costs include the following: (i) equipment, material, supplies, consumables, spare parts, replacement components, tools, office equipment and supplies, and utilities used at the Facility or the Site; (ii) special training of Site Personnel, whether conducted on-Site or off-Site; (iii) Third Party advisors, consultants, attorneys, accountants and contractors providing work in support of the Services that cannot reasonably be performed by Site Personnel or Home Office Personnel; (iv) fees for any Permits required to be held in the name of Operator; (v) Site Personnel wages, salaries, overtime, benefits and worker's compensation costs; (vi) costs incurred by Operator in responding to any Emergency; (vii) substantiated costs of Home Office Personnel incurred for the support of Site Personnel; and (viii) the cost of the insurance obtained and maintained pursuant to Article 17.

“Operating Parameters” has the meaning in Section 12.4.

“Operating Year” means with respect to the first Operating Year the period beginning on the O&M Services Commencement Date and ending on June 30th, 2012, and for each successive Operating Year, the period beginning on July 1st and ending on the following June 30th.

“Operator” has the meaning in the Preamble.

“Operator Cure Period” has the meaning in Section 15.2.

“Operator Event of Default” has the meaning in Section 15.1.

“Operator Indemnitees” has the meaning in Section 18.2

“Operator Termination Notice” has the meaning in Section 15.6.1.

“Party” and “Parties” have the respective meanings in the Preamble.

“Performance Goals” has the meaning in Section 10.1.3.

“Permit” means any permit (including any Environmental Permit), license, consent or approval required for the operation or maintenance of the Facility, or the performance of any of the Services.

“Person” means any individual, partnership, corporation, association, limited liability company, business trust, government or political subdivision thereof, governmental agency or other entity.

“Plan” means the plan adopted by CRRA as provided in Section 10.1.4.

“Power Purchase Agreement” (or “PPA”) means any agreement between CRRA and a Third Party for the sale of the electric output of the Facility.

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 1: Definitions

“Pre-Existing Contamination” means any Environmental Condition which exists at the Facility or the Site as of the O&M Services Commencement Date, whether known or unknown, or whenever discovered.

“Proposed Budget” has the meaning in Section 10.1.2.

“Proposed Plan” has the meaning in Section 10.1.2.

“Prudent Operating and Maintenance Practices” means those operating and maintenance practices with respect to Operator’s performance of the Services which: (1) are required by Applicable Law; (2) conform to all manufacturers’ manuals and maintenance schedules applicable to equipment at the Facility or the Site used or usable in the performance of the activities contemplated hereunder; (3) maintain the Facility in the same or better condition as of the date Operator assumed responsibility for operating and maintenance services including any improvements resulting from work performed under the Agreement; (4) ensure that all work, repairs or replacement of any equipment, facilities, improvements or other items are in accordance with the same or greater specifications of materials, equipment replacement, parts, supplies, and other components as of the commencement of this Agreement or when installed during the course of Operator’s Services; (5) shall enable the Facility to maximize revenue and minimize expenses consistent with the best interests of CRRA, in the manner contemplated by this Agreement; and (6) are good industry practices with respect to electric generating facilities of a type and size comparable to the Facility.

“Public Utility” means The Connecticut Light and Power Company, and its successors and assigns.

“Quarter” (or “Quarterly”) means any consecutive period of three calendar months.

“Recklessness” shall mean a conscious choice of a course of action either with knowledge of the serious danger to others or property involved in it or with knowledge of facts that would disclose this danger to any reasonable person. It includes conduct that involves a risk substantially greater than that necessary to make one’s conduct negligent.

“Remediate” (or “Remedy(ies),” “Remedial,” “Remediating” or “Remediation”) means to investigate, address, remedy, mitigate, remove, response, respond, abate, or otherwise clean up.

“Report” has the meaning in Section 12.4.

“Services” means the Transition Services or the O&M Services (or both), as determined by the context.

“Site” means the real property on which the Facility is situated.

“Site Personnel” means those employees of Operator assigned to the Facility or the Site to perform the Services.

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 1: Definitions

“Subcontract” means any contract executed by Operator and a Subcontractor.

“Subcontractor” means any Third Party with whom Operator contracts for activities related to the Services.

“Successor Operator” has the meaning in Section 8.11.

“Term” means the Initial Term, together with any Extensions, as applicable.

“Termination Date” means the effective date of termination of this Agreement contained in a CRRA Termination Notice or an Operator Termination Notice, as applicable.

“Termination Payment” has the meaning in Section 15.7.

“Third Party” means any Person other than a Party.

“Trading Order” has the meaning in Section 24.4.4.

“Transition Period” means the period for Operator’s performance of the Transition Services, beginning on the Transition Period Commencement Date and ending on or before the Transition Period Completion Date.

“Transition Period Commencement Date” has the meaning in Section 2.1.

“Transition Period Completion Date” means the date that Operator and CRRA mutually agree upon for the completion of Transition Services pursuant to the Transition Plan described in Section 2.2.

“Transition Plan” has the meaning in Section 2.2.

“Transition Services” means those Services to be performed by Operator during the Transition Period and described in **Exhibit 2** hereto.

“Units” has the meaning in the Recitals.

“Willful Misconduct” shall mean intentional conduct designed to injure person or property for which there is no just cause or excuse. Such conduct may also be implied from one’s conduct and related circumstances.

Exhibit 2 SCOPE OF SERVICES

Services may include but not necessarily be limited to the activities presented in the following. Operator shall perform the following tasks:

Section 1. Transition Services

Perform the following services in preparation for the commencement of operations and assumption of responsibilities from the current operator:

1. Develop and, as approved by CRRA, implement a staffing plan;
2. Train personnel as needed to prepare for operations, including but not limited to meet requirements associated with ISO-NE, NEPOOL, CONVEX switching, tagging, and black start restoration, and NERC;
3. Review existing maintenance data, information and plans as prepared by the current operator and CRRA;
4. Evaluate the condition of the Units and JTF and identify needed repairs, maintenance actions, or capital improvements needed;
5. Review licenses and permits related to the installation and identify operator requirements.
6. Evaluate the status of available spare parts and tool inventories including recommendations for additions or replacements.
7. Evaluate site safety procedures and policies and update as appropriate;
8. Review existing NERC compliance system information related to the Facility;
 - a. Identify any notices/plan modifications required;
 - b. Make recommendations to CRRA for any issues identified; and for NERC program enhancements.
 - c. Develop protocol for Facility communications with the Lead Market Participant or other parties as instructed by CRRA.
9. Setup/implement procedures, systems, and manuals acceptable to CRRA for;
 - a. Accounting
 - b. Payroll
 - c. Inventory
 - d. Invoicing
 - e. Administrative Procedures
 - f. Safety
10. Review CRRA's proposed budget and plan for the initial thirteen months of operations and provide comments and suggestions as appropriate.
11. Design and commence implementation of computer, telephone, internet and related systems.
12. Review available maintenance data, plans and requirements and the current computerized maintenance management system named "Cogz" for scheduling and tracking preventive maintenance activities on the Units. Assist CRRA in selecting and implementing an acceptable comprehensive maintenance management system.
13. Develop and implement a CRRA approved plan for continuous monitoring of the Facility's dispatch electronic equipment. These will include at a minimum:

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 2: Scope of Services

- a. Consistent with NERC, NEPOOL and ISO-NE requirements, designate the location where Operator will allow the installation of, and, subsequent to commencement of operations, Operator's monitoring of CRRA's Operator Remote Terminal Unit ("RTU") display, and/or subsequent replacement and/or upgraded communication equipment;
- b. At such location, establish four (4) unit dispatch instruction lines, one line for each Unit,
- c. If and as needed, design, procure, install and test a Remote Supervisory System ("RSS") to allow the remote operation and monitoring of each Unit from the Operator's location RTU is located. The RSS shall include equipment located at the Unit and at the location where the RTU is installed for Operator's monitoring, all interconnected by a phone line. Such RSS will provide the capability to log all dispatch instructions for each Unit.

Section 2. O&M Services

Perform administrative and operating and maintenance services as directed by CRRA. Except as otherwise instructed by CRRA, perform operation and maintenance services for the Units and JTF. To ensure the long-term operability of systems and equipment, Operator will provide services necessary to maintain the Units in their general current condition, less normal wear and tear for components not subject to routine overhauls under Prudent Operating and Maintenance Practices, for the Term of this Agreement. Services shall include such items as:

1. Continue follow-up as required and implementation of programs started in advance of operations including but not limited to:
 - a. Safety & Health
 - b. Environmental Compliance
 - c. Administrative
 - d. Training, hiring and qualification of staff
2. Pursuant to the Agreement, develop proposed annual budgets and submit them to CRRA for review, comment and CRRA's final adoption process. Such budget will include reasonable detail as required by CRRA to track all costs of the services. Additionally, each such annual budget shall include a five year forecast of recommended major repair and replacement events and projected capital improvements. Following CRRA's adoption of each respective budget, manage operations during such budget year to comply with the approved levels. Produce budget variance reports as required.
3. Maintain adequate staffing to operate and maintain the Units and JTF and train personnel as needed to prepare for operations, including but not limited to meet requirements associated with ISO-NE, NEPOOL, CONVEX switching, tagging, and black start restoration, and NERC;
4. Oversee the preparation and distribution of payroll and related tax payments in accordance with federal and state labor and tax requirements. Manage payroll and employment issues including employment, compensation and benefits, training, and employee relations. Provide support to recruit, hire, transfer or otherwise acquire and retain qualified personnel to provide the services.
5. Obtain and maintain such workers' compensation, unemployment and other employee - related insurance as is required under applicable state law.

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 2: Scope of Services

6. Establish and implement a purchasing system as approved by CRRA and procure all materials, equipment, chemicals, supplies, services, parts and other miscellaneous items required to perform the services.
7. Pay invoices in a timely manner.
8. Manage the provision of services so as to minimize CRRA costs consistent with the effective maintenance and operation of the Facility in accordance with good operating practices.
9. Develop, update/maintain, and administer the computerized maintenance management system.
10. Arrange for scheduled inspections and overhauls on key equipment components including engagement of vendors.
11. As appropriate, retain vendors for unscheduled major repairs and manage repairs and/or modifications performed.
12. Plan, schedule and conduct business related to the operation and maintenance of the Facility.
13. Coordinate the fuel supply including delivery with CRRA and its designee, unloading and inventory as required by a dispatch schedule.
14. Assist in making required environmental reports to State and Federal agencies associated with the operation.
15. Implement an inventory control system to ensure that spare parts, supplies and materials are properly stored and accounted for and sufficient supplies are on-hand to support the services in accordance with Prudent Operating and Maintenance Practices. Purchase and maintain an adequate spare parts inventory in accordance with Prudent Operating and Maintenance Practices and CRRA's authorization. Operator shall use parts, equipment and materials with the same or better quality or specifications as in the Facility and inventory on the commencement date.
16. Provide recommendations to the CRRA to increase reliability and reduce expenses and advise CRRA of risks associated with fuel and dispatch issues, including any recommended curtailments based on the dispatch schedule and ISO-NE rules and procedures.
17. As requested, perform such periodic capacity and other audits and testing as may be applicable to the Units and JTF and assist in related reporting to ISO-NE, NEPOOL and other parties as instructed by CRRA.
18. Assist in maintaining any required qualification of the Units and JTF with ISO-NE, NEPOOL or other parties as may be applicable to the Facility.
19. Provide incidental operating and maintenance consulting services for CRRA as necessary concerning the gas turbines.
20. Prepare and submit to CRRA reports regarding the operation and maintenance of the units as requested and to ISO-NE, NEPOOL and others as may be required under applicable rules and procedures for the Units and JTF.
21. Respond in a timely manner to written requests for information from CRRA, and cooperate with and assist the CRRA in performing its obligations related to the Facility.
22. Jointly with the CRRA pursue good community relations, it being understood that CRRA will have the primary responsibility for press, public and community relations concerning the Facility.

**Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 2: Scope of Services**

23. Assist in tracking purchase and sales of emissions credits.
24. Identify and determine the necessity and cost of capital improvements and annually recommend a capital budget to the CRRA.
25. Work with CRRA on interconnection-related requirements;
26. Maintain operational and maintenance records for all periods of operation and for all maintenance activities throughout the Term including information about the units including manuals, drawings, technical bulletins, and related information, which records shall be the property of CRRA and maintained on the Site or such other location as reasonably directed by CRRA or electronically.
27. Ordinary Maintenance - daily and/or other preventive repairs, maintenance and upkeep of the Units and JTF to maintain plant capacity and reliable, economical production and delivery of electrical products.
28. Planned or Scheduled Maintenance - repairs, maintenance and upkeep to the Units at scheduled intervals or with notice to dispatchers in order to conserve and maintain plant capacity and reliable production and delivery of electrical products.
29. Forced Maintenance - repairs and maintenance of the Units, not related to Major Component Failures; which are not reasonably anticipated but which must be performed to preserve and maintain plant capacity and uninterrupted production of electrical products.
30. Minimize capital, operating and maintenance costs consistent with Prudent Operating and Maintenance Practices.
31. Operate and maintain the Units and JTF so as to maximize revenues from the following markets/energy products, consistent with Prudent Operating and Maintenance Practices:
 - a. Locational Forward Reserve Market
 - a. Energy market
 - b. Black Start Capability
 - c. Locational Forward Reserve, Energy, and Forward Capacity Markets
32. Site Maintenance - inspection, and maintenance and repair of all buildings, structures, Units and grounds associated with the Facility.
33. Maintain an effective operating work force, and develop and maintain safety procedures and an effective safety program complying with OSHA standards.
34. Maintain all tools and instruments necessary to operate and maintain the Facility, and implement and regularly update a maintenance program that is intended to maximize intervals between major maintenance outages.
35. Maintain operating logs, records and reports necessary for proper operation and maintenance of the Units and JTF, and assist the CRRA personnel in obtaining and maintaining required Legal Requirements including on-site compliance monitoring and data collection for emission recording and reporting , NPDES and OPA 90 compliance.
36. Operate the Units and JTF and auxiliary systems, fuel transport and storage systems, motor control centers, lubrication and control systems and electrical switchgear.
37. Coordination with ISO-NE, NEPOOL and Buyer regarding planned or scheduled outages, transmission/distribution tagging and equipment maintenance, testing and adjustment, notification of forced outages and their resolution.

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 2: Scope of Services

38. Provide for reasonable security measures for the Facility; excluding Maritime Security Activities and Expenditures.
39. Evaluate the nature and impact of any major equipment failure and promptly provide notice to the CRRA and review the situation with CRRA.
40. Provide the CRRA and its other contractors with unrestricted access to the Facility and cooperate with the CRRA and its representatives and designees in all CRRA inspections of and/or work performed at the Facility.
41. Dispose of all waste materials, in accordance with Legal Requirements.
42. Maintain the ability of the Units and JTF to be designated as black start capable units by NEPOOL and operate the Facility as black start capable units when requested by NEPOOL or ISO-NE.
43. Maintain the ability of the Facility to provide back-up electricity to CRRA's Mid-Connecticut waste-to-energy facility located at South Meadow Station and operate the Facility as such back-up when requested by CRRA.
44. Make all reasonable efforts to provide on-site operational support staff to start the Units during all periods for which CRRA's buyer or Market Participant has communicated to CRRA and Operator, that the Units are anticipated to operate. For other periods for which operation is not anticipated, Operator shall provide on-site operational support staff within a limited time period as specified by CRRA from time-to-time.
45. Regarding dispatching and power sales;
 - a. As requested, provide the following services regarding electronic dispatch matters related to the Facility:
 - i. Serve as the Designated Entity (as defined in the NEPOOL Agreement) ("DE") for the Facility.
 - ii. As directed by CRRA, provide the Lead Market Participant with such information as may reasonably requested, including;
 - iii. A day ahead forecast for the Facility on a schedule CRRA may specify from time-to-time, which schedule will insure the information is provided timely to allow the Lead Market Participant to self-schedule the output of the units into the markets.
 - iv. Updated forecasts of the output of the Units based upon planned maintenance activities;
 - v. Prompt notice to the Lead Market Participant of any forced or unplanned outages, the estimated duration of such event, and notice when the outage has been corrected and the Units are again available.
 - vi. Provide such monthly and other reports as reasonably directed by CRRA, including as applicable a Generating Availability Data System Report.
 - d. Regarding dispatch electronic equipment:
 - i. Consistent with NERC, NEPOOL and ISO-NE requirements, develop and implement a plan for continuous monitoring of the electronic dispatch equipment including designation of the location where Operator will allow the installation of, and then Operator's monitoring of CRRA's Operator Remote Terminal Unit ("RTU") display, and/or subsequent replacement and/or upgraded communication equipment;

Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 2: Scope of Services

- ii. At such location, establish four (4) unit dispatch instruction lines, one line for each Unit,
- iii. If and as needed, design, procure, install and test a Remote Supervisory System (“RSS”) to allow the remote operation and monitoring of each Unit from the Operator’s location RTU is located. The RSS shall include equipment located at the Facility and at the location where the RTU is installed for Operator’s monitoring, all interconnected by a phone line. Such RSS will provide the capability to log all dispatch instructions for each Unit.
- e. Develop and implement any required interim procedures and system during the period the electronic dispatching equipment and systems are being relocated and made operational.
- f. Once the system is operational, provide for the continuous monitoring of the system and execute, from the RTU location, all commands transmitted over the RTU for start up, shutdown, and load level selection, for each Unit, using the RSS if such RSS is needed. During any period when the RTU is being relocated or similar work is being performed, provide a means to communicate effectively for dispatching purposes that is acceptable to CRRA and consistent with NERC, NEPOOL and ISO-NE requirements and procedures.
- g. Operator will log and respond to critical alarms associated with each Unit in accordance with the provisions of the Agreement.
- h. Subject to the provisions of the Agreement:
 - i. Operator will provide the services described in this section (c) regarding operation, monitoring, and maintenance of the RTU and RSS (if needed) on a continuous basis.
 - ii. Operator to acknowledge receipt of instructions received via the RTU as designated in NEPOOL Operating Procedures. Operator will initiate appropriate actions for all received instructions.
 - iii. Should the Operator staff monitoring the RSS equipment not receive the proper response from the Unit RSS equipment; the Operator staff will initiate a technician response to the Facility.
 - iv. The communications connection between the RTU location and the Unit RSS equipment will be monitored by the Operator staff.

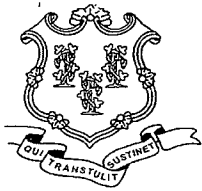
**[TO BE PROPOSED BY RESPONDENTS TO RFP VIA PRICING FORM;
COMPENSATION TO BE PAID ON A TIME AND MATERIALS BASIS, PLUS A
MARKUP FOR PROFIT]**

Part 1: Operator Article 2 Compensation – Transition Services

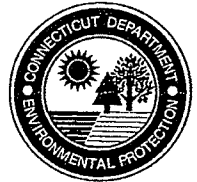
[Text of Operator's Monthly Billing And CRRA's Payment Procedures to Be Developed During Development of the Final Agreement.]

Part 2: Operator Article 3 Compensation – O&M Services

[Text of Operator's Monthly Billing And CRRA's Payment Procedures to Be Developed During Development of the Final Agreement.]



**STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION**



State of Connecticut)	
)	Trading Agreement &
&)	Order No. 8302
The Connecticut Resources Recovery)	
Authority (CRRA))	

WHEREAS, the Commissioner of Environmental Protection ("Commissioner") and CRRA ("Respondent") agree that the Commissioner may issue a permit or order to allow emissions trading in accordance with Section 22a-174-22(j) of the Regulations of Connecticut State Agencies ("Regulations") as a method of compliance with Section 22a-174-22 of the Regulations:

- A. At the request and with the agreement of Respondent, the Commissioner finds the following:
 - 1. This Trading Agreement and Order supersedes Trading Agreement and Order 8116B and all subsequent modifications thereto.
 - 2. Respondent is a corporation that owns and/or operates an electricity generation facility at Reserve-Maxim Road, Hartford, Connecticut ("facility").
 - 3. At the facility, Respondent operates the emission units described in Table 1 below, which are subject to Section 22a-174-22 of the Regulations of Connecticut State Agencies ("Regulations") pertaining to the control of Nitrogen Oxide (NOx) emissions.
 - 4. For the purposes of this Trading Agreement and Order, the following definitions shall apply:
 - a. Allowable Emission Limit (AEL): the applicable NOx emission limit set forth in Section 22a-174-22(e) or Section 22a-174-22(f) of the Regulations corresponding to the emission units described in Table 1 of this Trading Agreement and Order
 - b. Allowance: CAIR NOx Ozone Season allowance originally allocated to a CAIR NOx Ozone Season unit, as defined in Section 22a-174-22c of the Regulations, located in the State of Connecticut or a NOx allowance designated specifically for compliance during Ozone Season control periods and allocated to a CAIR NOx Ozone Season unit located in the State of Connecticut after the date of issuance of this Trading Agreement and Order.
 - c. CAIR NOx Ozone Season unit: shall be as defined in Section 22a-174-22c of the Regulations

- d. Discrete Emission Reduction Credit (DERC): a unit that was generated and approved by the Commissioner in accordance with a Trading Agreement and Order issued by the Commissioner or generated and approved by the Commissioner in accordance with a protocol submitted and approved pursuant to Section 22a-174-38 of the Regulations. Such unit is equivalent to 1 ton of NOx emissions and may be used for emissions trading in accordance with Section 22a-174-22(j) of the Regulations, subject to the provisions of Part B of this Trading Agreement and Order.
- e. CAIR NATS: "CAIR NO_x Ozone Season Allowance Tracking System" as defined in 40 CFR 96.302.
- f. Non-Attainment Area: means the geographic area which has been designated as nonattainment pursuant to 40 CFR 81 in accordance with the provisions of 42 USC 7407 (Section 107 of the Act). Pursuant to 40 CFR 81.307, the designated ozone non-attainment areas in the State of Connecticut are: the Greater Connecticut, CT area and the New York-Northern New Jersey-Long Island, NY-NJ-CT area.
- g. Ozone Season: May 1 through September 30 of each calendar year or such period as defined by the U.S. Environmental Protection Agency, subsequent to the issuance of this Trading Agreement and Order.
- h. Non-Ozone Season: the period of consecutive calendar months between two successive Ozone Seasons

Table 1 CAIR NO _x Ozone Season Units NO _x Emission Rates, FLERs and Allowable Limits									
UNIT- reg. or permit no.	Fuel	Heat Input in MMBtu/hr	Stack Test Rate in lbs/MMBtu	Stack Test Rate in ppmvd	FLER in lb/MMBtu	Allowable Emission Limit (AEL) in lbs/MMBtu	Allowable Emission Limit (AEL) in ppmvd	Date of Last Stack Test	Date of Next Stack Test
11A Reg.# 075-0260	#2 oil or other distillate oil	256	0.675	132.5	0.81	0.289	75	11/15/09	11/15/14
11B Reg.# 075-0261	#2 oil or other distillate oil	256	0.71	138.4	0.81	0.289	75	11/15/09	11/15/14
12A Reg.# 075-0262	#2 oil or other distillate oil	256	0.744	124.8	0.81	0.289	75	11/14/09	11/14/14
12B Reg.# 075-0263	#2 oil or other distillate oil	256	0.706	114.8	0.81	0.289	75	11/14/09	11/14/14
13A Reg.# 075-0264	#2 oil or other distillate oil	256	0.750	132.5	0.81	0.289	75	11/8/09	11/8/14
13B Reg.# 075-0265	#2 oil or other distillate oil	256	0.733	130.3	0.81	0.289	75	11/8/09	11/8/14
14A Reg.# 075-0266	#2 or other distillate oil	256	0.755	124.0	0.81	0.289	75	11/7/09	11/7/14
14B Reg.# 075-0267	#2 oil or other distillate oil	256	0.771	136.1	0.81	0.289	75	11/7/09	11/7/14

5. The Respondent agrees that the actual NOx emissions rate from the emission units described in Table 1, at times, exceeds the corresponding AEL.
6. Pursuant to Section 22a-174-22(j) of the Regulations, Respondent proposes to comply with Section 22a-174-22(e) of the Regulations, when operating the emission units described in Table 1 by means of emissions trading in accordance with the provisions of this Trading Agreement and Order.
7. The Respondent proposes to use the full load emission rate ("FLER") identified in Table 1 for the purposes of calculating Actual DERCs/Allowances Required.

The Commissioner, in accordance with Section 22a-174-22(j) of the Regulations hereby allows Respondent to comply with Section 22a-174-22 of the Regulations at the facility through the use of emissions trading, subject to the provisions of this Trading Agreement and Order.

B. With the agreement of Respondent, the Commissioner, acting under Sections 22a-6, 22a-174, 22a-176, and 22a-177 of the Connecticut General Statutes, hereby orders Respondent as follows:

1. Expiration of this Trading Agreement and Order: The Respondent may only use emissions trading, subject to the provisions of this Trading Agreement and Order, until the date of expiration of this Trading Agreement and Order. The date of expiration of this Trading Agreement and Order shall be the earlier of:
 - a. May 31, 2014;
 - b. The date upon which the Respondent demonstrates to the Commissioner's satisfaction that actual NOx emissions from the emission units, at all times, does not exceed the corresponding AEL(s);
 - c. The date specified in any written notice from the Commissioner stating that the Respondent is no longer allowed to use emissions trading due to the Respondent's violation of any provision of this Trading Agreement and Order;
or
 - d. The date specified in any written notice from the Commissioner, notifying the Respondent that the Commissioner has determined the use of emissions trading as a compliance option has been further restricted, modified or nullified by:
 - (i) the promulgation of an Act, Statute, or Regulations; or
 - (ii) the issuance of a judgment or court order.
2. Respondent shall obtain and use sufficient DERCs and/or Allowances in such a manner as to comply with Paragraphs B.8 and B.9 of this Trading Agreement and Order. All Allowances used must come from an emission unit that is within the same ozone Non-Attainment area as the Respondent. Any Allowances used to comply with this Trading Agreement and Order must be allocated for the control period that occurs during the same year those allowances are

for compliance with this Trading Agreement and Order. All DERCs used during the Ozone Season for each emissions unit described in Table 1, shall have been generated during an Ozone Season.

3. Prior to using Allowances in accordance with Paragraphs B.8 and B.9 of this Trading Agreement and Order the Respondent shall obtain a General and/or Compliance Account in the CAIR NATS.
4. Vintage Restriction. For the purposes of compliance with Section 22a-174-22 of the Regulations and the provisions of this Trading Agreement and Order, DERCs shall only remain valid for five (5) calendar years from the year of the generation of such DERCs. DERCs older than five (5) calendar years from their creation are not valid for use for compliance with Section 22a-174-22 of the Regulations and the provisions of this Trading Agreement and Order.
5. Respondent shall not cause or allow actual NO_x emissions from the operation of the emission units described in Table 1 of this Trading Agreement and Order to exceed the corresponding FLERs. Compliance with the corresponding FLERs specified in Table 1 shall be determined based on the results of emissions testing performed in accordance with Section 22a-174-22 of the Regulations or NO_x emissions monitored and recorded by a continuous emissions monitoring system that was approved by the Commissioner and that complies with Section 22a-174-4 of the Regulations and either 40 CFR 60, Appendices B&F or 40 CFR 75.
6. Ozone Season Fuel Use Restriction: Notwithstanding the provisions of Paragraph B.2 of this Trading Agreement and Order, when operating the emission unit described in Table 1 during the Ozone Season, the Respondent shall operate that unit while firing or co-firing the lowest NO_x emitting fuel type or combination of fuel types that the units are authorized to burn in accordance with Departmental permit, registration, or applicable regulation.
7. Notwithstanding Paragraph B.6 of this Trading Agreement and Order, during the Ozone Season, the Respondent may operate the emission units described above on fuels that result in higher emissions of NO_x, if either:
 - a. the availability of fuel oil that complies with Paragraph B.6 is inadequate to meet the needs of residential, commercial and industrial users in this state and that such inadequate supply constitutes an emergency; or
 - b. the supply of gaseous fuels to the emission units is interrupted due to inadequate supply or in accordance with an interruptible supply agreement between the Respondent and the gaseous fuel supplier.
8. DERC/Allowance Use. On the first day of each calendar month, the Respondent shall possess a quantity of DERCs and/or Allowances that equals or exceeds the quantity of Actual DERCs Required and/or Actual Allowances Required in that month. Compliance with Paragraph B.8 of this Trading Agreement and Order shall be determined as follows:

- a. Before the first day of each month, Respondent shall estimate DERCs and/or Allowances required for such calendar month for the emission unit described in Table 1 as follows:

Estimated DERCs/Allowances Required =

$$\{(\text{Estimated fuel use in MMBtu}) \times ((\text{FLER lb/mmBtu}) - (0.95 \times \text{AEL}))\} \div 2000 \text{ lbs/ton}$$

Where:

- AEL = Allowable Emission limit, as defined in Paragraph A.4 of this Trading Agreement and Order
 - Discount (0.95) = 5% design margin applied to the AEL.
- b. No later than the twentieth day of each month, Respondent shall calculate actual DERCs and/or Allowances used in the preceding calendar month for the emission unit described in Table 1 as follows:

Actual DERCs/Allowances Required =

$$\{(\text{Monthly fuel use MMBtu}) \times ((\text{FLER lb/mmBtu}) - (0.95 \times \text{AEL}))\} \div 2000 \text{ lbs/ton}$$

9. Non-Ozone Season DERC/Allowance Use. In addition to the requirements of Paragraph B.8 of this Trading Agreement and Order, on the first day of each Non-Ozone Season, the Respondent shall possess a quantity of DERCs and/or Allowances that equals or exceeds the quantity of Non-Ozone Season Actual DERCs/Allowances Required for that Non-Ozone Season. Compliance with Paragraph B.9 of this Trading Agreement and Order shall be determined as follows:

- a. Before the first day of each Non-Ozone Season, Respondents shall estimate DERCs and/or Allowances required for that Non-Ozone Season for the emission unit described in Table 1 based on the average actual NOx emission rate from the emission unit and an emission limit of 0.15 lb/mmBtu as follows:

Estimated Non-Ozone Season DERCs/Allowances Required =

$$\{(\text{Estimated Non-Ozone Season fuel use in MMBtu}) \times ((\text{FLER lb/mmBtu}) - (0.95 \times 0.15 \text{ lb/mmBtu}))\} \div 2000 \text{ lbs/ton} - \Sigma(\text{ Estimated DERCs and/or Allowances Required for all months of the Non-Ozone Season calculated pursuant to Paragraph B.8})$$

- b. No later than thirty (30) days after the end of each Non-Ozone Season, the Respondents shall calculate Actual Non-Ozone Season DERCs and/or Allowances used during that Non-Ozone Season for each emission unit as follows:

Actual Non-Ozone Season DERCS/Allowances Required =

$$\{(\text{Actual Non-Ozone Season fuel use in MMBtu}) \times ((\text{FLER lb/mmbtu}) - (0.95 \times 0.15\text{lb/mmbtu}))\} \div 2000 \text{ lbs/ton} - \Sigma(\text{DERCS and/or Allowances Required for all months of the Non-Ozone Season calculated pursuant to Paragraph B.8})$$

10. On or before January 31, of each calendar year, the Respondent shall deduct a quantity of DERCS from the current balance of DERCS possessed by the Respondent and/or transfer a quantity of Allowances from the Respondent's NOx General and/or Compliance Accounts to the CT State NOx Retirement Account (Account ID CT0000000300 in the CAIR NATS) such

that the total is equal to the sum of Actual DERCS/Allowances Required pursuant to Paragraph B.8 of this Trading Agreement and Order for the preceding calendar year, rounded up to the nearest whole ton.

11. Not more than ninety (90) days after the completion of the Non-Ozone Season, the Respondent shall deduct a quantity of DERCS from the current balance of DERCS possessed by the Respondent and/or transfer a quantity of Allowances from the Respondent's NOx General and/or Compliance Account to the CT State NOx Retirement Account (Account ID CT0000000300 in the CAIR NATS) such that the total is equal to Actual Non-Ozone Season DERCS/Allowances Required for the most recently completed Non-Ozone Season. Notwithstanding the control period limitations of Paragraph B.2 of this Trading Agreement and Order, Allowances used to comply with this Paragraph for a Non-Ozone Season must have been originally allocated for the control periods that correspond to the same calendar years within that Non-Ozone Season.

12. Doubling: If the Actual DERCS/Allowances Required for any month, determined in accordance with Paragraph B.8, exceeds the quantity of DERCS and/or Allowances in the Respondent's possession on the first day of that month, then in addition to the deduction or transfer specified in Paragraph B.10, the Respondent shall also deduct a quantity of DERCS from the current balance of DERCS possessed by the Respondent and/or transfer a quantity of Allowances from the Respondent's NOx General and/or Compliance Account to the CT State NOx Retirement Account (Account ID CT0000000300 in the CAIR NATS) such that the total is equal to Actual DERCS/Allowances Required for that month. Such additional DERC deduction or Allowance transfer shall be performed at the same time as the DERC deduction or Allowance transfer specified in Paragraph B.10 of this Trading Agreement and Order.

If the Actual DERCS/Allowances Required for any Non-Ozone Season, determined in accordance with Paragraph B.9, exceeds the quantity of DERCS and/or Allowances in the Respondent's possession on the first day of the Non-Ozone Season, then in addition to the deduction or transfer specified in Paragraphs B.11, the Respondent shall also deduct a quantity of DERCS from the current balance of DERCS possessed by the Respondent and/or transfer a quantity of Allowances from the Respondent's NOx General and/or Compliance Account to the CT State NOx Retirement Account (Account ID CT0000000300 in the CAIR NATS) such that the total is equal to Actual Non-Ozone Season DERCS/Allowances Required for the most recently completed Non-Ozone Season. Such additional DERC deduction or Allowance transfer shall be performed at the same time as the DERC deduction or Allowance transfer specified in Paragraph B.11 of this Trading Agreement and Order.

Notwithstanding the provisions of Paragraph B.12 of this Trading Agreement and Order, any violation of Paragraphs B.8 and B.9 of this Trading Agreement and Order may be subject to additional enforcement action as may be deemed appropriate by the Commissioner in accordance with the Department's enforcement response policy.

13. No later than December 31st of each year, Respondent shall deduct an additional quantity of ozone season DERCS from the current balance of DERCS possessed by the Respondent and/or transfer an additional quantity of Allowances from the Respondent's NOx General and/or Compliance Account to the CT State NOx Retirement Account (Account ID CT0000000300 in the CAIR NATS) such that the total of DERCS/Allowances deducted and/or transferred in accordance with this Paragraph is equal to:

$$6 \times \Sigma \{ (\text{Actual Daily Fuel Use in MMBtu}) \times ((\text{FLER}) - (0.95 \times \text{AEL})) \} \div 2000 \text{ lbs/ton}$$

Where actual daily fuel use pertains to operation of Table 1 emissions units on days that the Connecticut eight hour ozone levels were forecasted to be "moderate to unhealthy for sensitive groups", "unhealthy for sensitive groups", "unhealthy", or "very unhealthy" during the previous Ozone Season.

14. At the end of each calendar year, the Respondent shall demonstrate that any Allowances used for compliance with this Trading Agreement and Order during the year are surplus, quantifiable, enforceable and permanent. This shall be determined by demonstrating that the actual NOx emissions during the ozone season, as reported to the United States Environmental Protection Agency, from the emission unit to which the Allowances were originally allocated were equal to or less than the amount of Allowances allocated to such unit by the State of Connecticut minus the Allowances used for compliance with this Trading Agreement and Order.
15. Maintenance and Tune-up. Not more than 1 year from the date of issuance of this Trading Agreement and Order, the Respondent shall perform maintenance and inspection of the emission unit listed in Table 1. Such maintenance and inspection shall include, but not be limited to, the following:
- a. Inspect the combustion system, and clean or replace any components of the combustion system as necessary, in accordance with manufacturer's specification or current good engineering practice;
 - b. Inspect the system controlling the air-to-fuel ratio, and ensure that it is calibrated and functioning in accordance with the manufacturer's specifications or current good engineering practice;
 - c. Measure the operating parameters of the emission unit used to determine that the emission unit is operating in accordance with manufacturer's specification or current good engineering practice prior to and after any adjustments are made during maintenance, tune-up, or inspection activity;
 - d. Make and keep records including, but not limited to, the following:

- i. Demonstration that any maintenance, tune-up, and/or inspection activity performed on the emission unit described in Table 1 in accordance with Paragraph B.15 of this Trading Agreement and Order has been performed in accordance with the manufacturer's specifications or current good engineering practice,
- ii. The date and a description of any maintenance, tune-up, and/or inspection activity performed on the emission unit described in Table 1 in accordance with Paragraph B.15 of this Trading Agreement and Order,
- iii. The name, title and affiliation of the person conducting any maintenance, tune-up, and/or inspection activity performed on the emission unit described in Table 1 in accordance with Paragraph B.15 of this Trading Agreement and Order,
- iv. The operating parameters of the emission unit used to determine that the emission unit is operating in accordance with manufacturer's specification or current good engineering practice prior to and after any adjustments are made during maintenance, tune-up, or inspection activity performed in accordance with Paragraph B.15 of this Trading Agreement and Order.

16. Record Keeping:

- a. By the close of each calendar day, the Respondent shall record the actual fuel type and the actual quantity of each type of fuel in units of volume per day or MMBtu per day for each fuel used on the preceding day in an emission unit described in this Trading Agreement and Order;
- b. On or before the first day of each calendar month, the Respondent shall record the number of DERCs and corresponding serial numbers and vintages for all DERCs in its possession on the first calendar day of that calendar month,
- c. On or before the first day of each calendar month, the Respondent shall record the number of Allowances and corresponding identification numbers and allocation control periods for all Allowances in its possession on the first calendar day of that calendar month,
- d. On or before the first day of each calendar month, the Respondent shall record the number of DERCs and corresponding serial numbers, vintages, purchase/sales dates, and seller/buyer for all DERCs purchased or sold during the preceding calendar month,
- e. On or before the first day of each calendar month, the Respondent shall record the number of Allowances and corresponding identification numbers, purchase/sales dates, allocation years, and seller/buyer for all Allowances purchased or sold during the preceding calendar month,

- f. On or before the first day of each calendar month, the Respondent shall record the Estimated DERCs/Allowances Required for that calendar month determined in accordance with Paragraph B.8 of this Trading Agreement and Order.
- g. On or before the twentieth calendar day of each calendar month, the Respondent shall record the Actual DERCs/Allowances Required for the preceding calendar month determined in accordance with Paragraph B.8 of this Trading Agreement and Order;
- h. On or before January 31 of each calendar year, the Respondent shall record the quantity of DERCs deducted in accordance with Paragraphs B.10 and B.12 of this Trading Agreement and Order for the preceding year. Such records shall include the serial number and vintage of each DERC deducted from the Respondents current balance pursuant to Paragraphs B.10 and B.12 of this Trading Agreement and Order.
- i. On or before January 31 of each calendar year, the Respondent shall record the quantity of Allowances transferred in accordance with Paragraphs B.10 and B.12 of this Trading Agreement and Order. Such records shall include the identification number and allocation control period of each Allowance transferred pursuant to Paragraphs B.10 and B.12 of this Trading Agreement and Order.
- j. Not more than ninety (90) days after the completion of each Non-Ozone Season, the Respondent shall record the Non-Ozone Season average NOx emission rate for the emission unit described in Table 1, the quantity of DERCs and/or allowances possessed on the first day of the Non-Ozone Season, and the quantity of DERCs deducted and/or Allowances transferred in accordance with Paragraphs B.11 and B.12 of this Trading Agreement and Order.
- k. For each month of the Ozone season, the Respondent shall maintain records attesting to the fact that any DERCs deducted from its balance in accordance with Paragraphs B.10 and B.12 of this Trading Agreement and Order satisfy the requirements of Paragraph B.2. Generator certification of this fact shall be sufficient.
- l. On each day during the ozone season that the Respondent operates in accordance with Paragraph B.7 of this Trading Agreement and Order, the Respondent shall make and keep Records of all emission unit operation in accordance with Paragraph B.7 of this Trading Agreement and Order, including copies of any written correspondence from the Respondent's fuel supplier detailing the duration and circumstances of the inadequate fuel oil supply or interruption of gaseous fuel supply to the emission units.

17. Respondent shall retain records and supporting documentation required by this Trading Agreement and Order for a minimum of five years, commencing on the date such records were created. Respondent shall provide the records specified above to the Commissioner within thirty (30) days of receipt of a written request from the Commissioner. All records shall be maintained in accordance with Sections 22a-174-4 and 22a-174-22 of the Regulations.
18. Reporting: No later than March 1 of every year after issuance of this Trading Agreement and Order, the Respondent shall submit to the Commissioner a written report containing copies of all of the records required pursuant to Paragraphs B.16.a – B.16.i, and B.16.k- B.16.m of this Trading Agreement and Order. Not later than July 30 of each calendar year, the Respondent shall submit a written report containing copies of all records required pursuant to Paragraph B.16.j of this Trading Agreement and Order. The Commissioner may prescribe the forms to be used for the submission of these reports. The Respondent shall submit these reports on such forms, if prescribed by the Commissioner.
19. FLER Violation. Violation of an established FLER shall subject Respondent to make restitution by matching the quantity of emissions (“true up”) caused by the exceedance plus a 100% premium. The true up in tons of DERCs or Allowances shall be equal to the FLER exceedance in lbs/MMBtu, multiplied by the total heat input during the period of noncompliance divided by 2000 lbs/ton. If the period of noncompliance is not known, the time period from the completion of the last/previous Department witnessed emission test through the date that FLER compliance is achieved as approved by the Commissioner shall be used. Notwithstanding this requirement, exceedance of any FLER contained in Table 1 is a violation in Paragraph B.5 of this Trading Agreement and Order subject to enforcement action in accordance with the Department of Environmental Protection’s Enforcement Response Policy, in effect at the time of such violation.
20. FLER Modification. FLERs set forth in Table 1 of this Trading Agreement and Order may be modified only after the consent of the Commissioner by written modification of this Trading Agreement and Order.
21. Emissions Testing. The Respondent shall perform emissions testing in accordance with Section 22a-174-22(k) of the Regulations for each emission unit described in Table 1 of this Trading Agreement and Order that is not equipped with a continuous emissions monitoring system that was approved by the Commissioner and that complies with Section 22a-174-4 of the Regulations and either 40 CFR 60, Appendix B&F or 40 CFR 75.
22. Control Technology Evaluation: Not more than 9 months from the date of issuance of this Trading Agreement and Order, the Respondent shall submit a control technology evaluation for the emissions units described in Table 1 to reduce emissions of NO_x to, at a bare minimum, a rate or concentration that complies with the applicable limits of Section 22a-174-22 of the Regulations as may be amended, without using, tendering, or otherwise acquiring Allowances or DERCs. Such evaluation shall include but not be limited to the following:
- a. A detailed description of all subject emissions units, currently installed emissions controls equipment and methods, all currently installed emissions monitoring systems;

- b. A detailed description of any and all additional or alternative emissions control equipment and methods or, combinations thereof, that are capable of reducing NOx emissions from subject emissions units to, at a bare minimum, a rate or concentration that complies with the applicable limits of Section 22a-174-22 of the Regulations as may be amended, without using, tendering, or otherwise acquiring Allowances or DERCs;
 - c. An evaluation of capital costs, annual operating costs, and total annualized \$/ton costs associated with the installation and operation of any and all additional or alternative emissions control equipment and methods, or combinations thereof, that are capable of reducing NOx emission from the subject units to, at a bare minimum, a rate or concentration that complies with the applicable limits of Section 22a-174-22 of the Regulations as may be amended, without using, tendering, or otherwise acquiring Allowances or DERCs;
 - d. An estimated schedule for the design, procurement, installation and operation of any additional or alternative emissions control equipment and methods, or combinations thereof, that are capable of reducing NOx emission from the subject units to, at a bare minimum, a rate or concentration that complies with the applicable limits of Section 22a-174-22 of the Regulations as may be amended, without using, tendering, or otherwise acquiring Allowances or DERCs;
 - e. A detailed description of any adjustments and/or modifications that must be made to the emissions monitoring systems for the subject emission units in order to demonstrate compliance with, at least, Section 22a-174-22 of the Regulations as may be amended, without using, tendering, or otherwise acquiring Allowances or DERCs; and
 - f. A detailed description of any collateral environmental impacts that will result as a direct consequence of the Respondent's use of additional/alternative emissions control equipment and methods to reduce NOx emissions to, at a bare minimum, a rate or concentration that complies with the applicable limits of Section 22a-174-22 of the Regulations as may be amended, without using, tendering, or otherwise acquiring Allowances or DERCs.
23. Full compliance. Respondent shall not be considered in full compliance with this Trading Agreement and Order until all actions required by this Trading Agreement and Order have been completed as approved and to the Commissioner's satisfaction.
24. Approvals. Respondent shall use best efforts to submit to the Commissioner all documents required by this Trading Agreement and Order in a complete and approvable form. If the Commissioner notifies Respondent that any document or other action is deficient, and does not approve it with conditions or modifications, it is deemed disapproved, and Respondent shall correct the deficiencies and resubmit it within the time specified by the Commissioner or, if no time is specified by the Commissioner, within 30 days of the Commissioner's notice of deficiencies. In approving any document or other action under this Trading Agreement

and Order, the Commissioner may approve the document or other action as submitted or performed or with such conditions or modifications as the Commissioner deems necessary to carry out the purposes of this Trading Agreement and Order. Nothing in this paragraph shall excuse noncompliance or delay.

25. Definitions. As used in this Trading Agreement and Order "Commissioner" means the Commissioner or a representative of the Commissioner; The date of "issuance" of this Trading Agreement and Order is the date the Trading Agreement and Order is deposited in the U.S. mail or personally delivered, whichever is earlier.
26. Dates. The date of submission to the Commissioner of any document required by this Trading Agreement and Order shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under Trading Agreement and Order, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is deposited in the U.S. mail or is personally delivered, whichever is earlier. Except as otherwise specified in this Trading Agreement and Order, the word "day" as used in this Trading Agreement and Order means calendar day. Any document or action which is required by this Trading Agreement and Order to be submitted or performed by a date which falls on a Saturday, Sunday or a Connecticut or federal holiday shall be submitted or performed by the next day which is not a Saturday, Sunday or Connecticut or federal holiday.
27. Certification of documents. Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this Trading Agreement and Order shall be signed by the Respondent or, if Respondent is not an individual, by an individual, employed by the Respondent, who satisfies the criteria set forth in Section 22a-174-2a(a)(1) of the Regulations of Connecticut State Agencies and by the individual(s) responsible for actually preparing such document. Each individual who signs documents in accordance with this Paragraph shall certify in writing as follows:
- "I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, that the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statement made in the submitted information may be punishable as a criminal offense under Section 53a-157b of the Connecticut General Statutes and any other applicable law."
28. Noncompliance. This Trading Agreement and Order is a final order of the Commissioner with respect to the matters addressed herein, and is nonappealable and immediately enforceable. Failure to comply with this Trading Agreement and Order may subject Respondent to an injunction and penalties.
29. False statements. Any false statement in any information submitted pursuant to this Trading Agreement and Order may be punishable as a criminal offense under Section 53a-157b of the Connecticut General Statutes and any other applicable law.

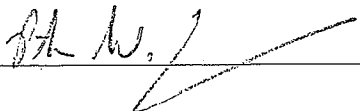
30. Notice of transfer; liability of Respondent. Until Respondent has fully complied with this Trading Agreement and Order, Respondent shall notify the Commissioner in writing no later than 15 days after transferring all or any portion of the facility, the operations, the site or the business which is the subject of this Trading Agreement and Order or after obtaining a new mailing or location address. Respondent's obligations under this Trading Agreement and Order shall not be affected by the passage of title to any property to any other person or municipality.
31. Commissioner's powers. Nothing in this Trading Agreement and Order shall affect the Commissioner's authority to institute any proceeding or take any other action to prevent or abate violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for past, present, or future violations of law. If at any time the Commissioner determines that the actions taken by Respondent pursuant to this Trading Agreement and Order have not successfully corrected all violations, fully characterized the extent or degree of any pollution, or successfully abated or prevented pollution, the Commissioner may institute any proceeding to require Respondent to undertake further investigation or further action to prevent or abate violations or pollution.
32. Respondent's obligations under law. Nothing in this Trading Agreement and Order shall relieve Respondent of other obligations under applicable federal, state and local law.
33. No assurance by Commissioner. No provision of this Trading Agreement and Order and no action or inaction by the Commissioner shall be construed to constitute an assurance by the Commissioner that the actions taken by Respondent pursuant to this Trading Agreement and Order will result in compliance or prevent or abate pollution.
34. Access to premises. Any representative of the Department of Environmental Protection may enter the without prior notice for the purposes of monitoring and enforcing the actions required or allowed by this Trading Agreement and Order.
35. No effect on rights of other persons. This Trading Agreement and Order neither creates nor affects any rights of persons or municipalities that are not parties to this Trading Agreement and Order.
36. No Creation of Property Rights. This Consent Order does not create any property rights with respect to these DERCs or Allowances.
37. Notice to Commissioner of changes. Within 15 days of the date Respondent becomes aware of a change in any information submitted to the Commissioner under this Trading Agreement and Order, or that any such information was inaccurate or misleading or that any relevant information was omitted, Respondent shall submit the correct or omitted information to the Commissioner.

38. Notification of noncompliance. In the event that Respondent becomes aware that it did not or may not comply, or did not or may not comply on time, with any requirement of this Trading Agreement and Order or of any document required hereunder, Respondent shall immediately notify by telephone the individual identified in the next paragraph and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. Within ten (10) days of the initial notice, Respondent shall submit in writing the date, time, and duration of the noncompliance and the reasons for the noncompliance or delay and propose, for the review and written approval of the Commissioner, dates by which compliance will be achieved, and Respondent shall comply with any dates which may be approved in writing by the Commissioner. Notification by Respondent shall not excuse noncompliance or delay, and the Commissioner's approval of any compliance dates proposed shall not excuse noncompliance or delay unless specifically so stated by the Commissioner in writing.
39. Submission of documents. Any document required to be submitted to the Commissioner under this Trading Agreement and Order shall, unless otherwise specified in this Trading Agreement and Order or in writing by the Commissioner, be directed to:

Supervisor
Administrative Enforcement Group
Engineering and Enforcement Division
Bureau of Air Management
Department of Environmental Protection
79 Elm Street, 5th Floor
Hartford, Connecticut 06106
(860) 424-3702

Respondent consents to the issuance of this Trading Agreement and Order without further notice. The undersigned certifies that he/she is fully authorized to enter into this Trading Agreement and Order and to legally bind Respondent to the terms and conditions of the Trading Agreement and Order.

The Connecticut Resources
Recovery Authority

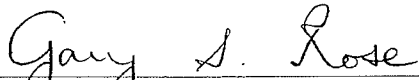
Signature: 

Type Name: Peter W. Egan

Type Title: Director of Environmental Affairs and Development

Date: 4/26/2010

Issued as a final consent order of the Commissioner of the Department of Environmental Protection.



Gary S. Rose, Director
Engineering & Enforcement Division
Bureau of Air Management

04-26-2010

Date

CITY OF HARTFORD LAND RECORDS
MAILED CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Certified Document

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

**CONTRACTOR'S CERTIFICATION CONCERNING
NONDISCRIMINATION**

(As submitted in Proposal)



**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/proposer/statement of qualifications submitter 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 "Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility Agreement" (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 Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² 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 agreement² 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.

¹ 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.

² 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.

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² 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
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.	
Name of Former Agency:	
Date Employment Terminated:	

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date



**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

**OPERATION AND MAINTENANCE OF
THE MID-CONNECTICUT JET TURBINE 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 proposal for the "Operation and Maintenance of the Mid-Connecticut Jet Turbine Facility" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful proposal submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between August 1, 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

**Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 8**

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

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

Richard Quelle, Senior Engineer
Virginia Raymond, Senior Operations Analyst
Peter Egan, Director of Operations and Environmental Affairs
Tom Kirk, President

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 ____

 Notary Public/Commissioner of the Superior Court

**Form of Agreement For Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility
Exhibit 8**

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.



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**OPERATION AND MAINTENANCE
OF THE MID-CONNECTICUT JET TURBINE FACILITY**

**Awarded To
[NAME OF CONTRACTOR/CONSULTANT]**

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

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

Signature: _____

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

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

Sworn to before me this _____ day of _____ 200 9

Notary Public/Commissioner of the Superior Court