

**REQUEST FOR PROPOSALS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

**SOUTHWEST CONNECTICUT REGIONAL RECYCLING OPERATING  
COMMITTEE**

**1410 HONEYSPOUT ROAD EXTENTION  
STRATFORD, CONNECTICUT 06615**

**DATED: OCTOBER 11, 2006**

PROPOSAL SUMMARY

**REQUEST FOR PROPOSALS  
SOUTHWEST CONNECTICUT REGIONAL RECYCLING OPERATING COMMITTEE  
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

SERVICE REQUIREMENTS

Pursuant to this Request for Proposals (the "RFP"), the **Southwest Connecticut Regional Recycling Operating Committee** (the "SWEROC") through its agent for administrating the Connecticut Resources Recovery Authority (the "CRRA") seeks from each interested party that responds to this RFP (a "Proposer") a proposal to collect household hazardous waste generated only by residential sources. Proposers should note that results of this bid solicitation will be used to set up one day collection programs for SWEROC member or contract towns.

TERM

Services shall commence on January 1, 2007 and terminate on December 31, 2008.

PROPOSAL REQUIREMENTS

Sealed proposals will be received until 2:00 p.m., October 31, 2006 at CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1702, Attention: Mr. Jeffrey P. Duvall. Following this proposal submission deadline, all proposals shall be opened by CRRA.

The successful proposer shall, at its sole cost and expense, furnish all equipment, labor and materials necessary to perform the Services described in this RFP and to execute a non-negotiable contract with SWEROC. A performance security is required.

Terms that are used but not defined in this RFP shall have the same respective meanings assigned to such terms in **Attachment B** to this RFP - Agreement For Household Hazardous Waste Collection Services (the "Agreement").

**REQUEST FOR PROPOSALS  
SOUTHWEST CONNECTICUT REGIONAL RECYCLING OPERATING COMMITTEE  
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

Section 1     GENERAL PROJECT DESCRIPTION

1.1     Southwest Connecticut Regional Recycling Operating Committee

SWEROC is a public instrumentality and political subdivision of the State of Connecticut pursuant to C.G.S. 22a-221(c) and 22a-221a of the Connecticut General Statutes.

1.2     Connecticut Resources Recovery Authority

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 is providing the administrative service of this RFP for SWEROC.

1.3     General Service Requirements

The collection programs will serve approximately nineteen (19) SWEROC's member towns and contract towns. Collections will be special one-day programs held at regional transfer stations or other authorized locations as specified by SWEROC.

The successful proposer will be required to work with SWEROC to assist in obtaining all regulatory permits or authorizations required to conduct the household hazardous waste collection programs. Under this RFP, SWEROC will accept household hazardous waste generated only from residential sources. Notwithstanding the foregoing, the successful proposer will be required to operate each used household hazardous waste collection event in accordance with the standards/statutes for large quantify handlers of universal waste found at 40 CFR 273.33, 273.34, 273.36, and 273.37, as well as the Regulations of Connecticut State Agencies ("RCSA") 22a-449-(c)-113(d)(1)(A) through (E). Any used household hazardous waste that are generated from municipal sources shall be managed in accordance with all applicable sections of RCSA 22a-449(c)-113, Standards for Universal Waste Management.

1.4     Program Schedule

Household hazardous waste will be collected at an unspecified number of locations and days during the term: January 1, 2007 through December 31, 2008

1.5     Program Details

During the term of this RFP, a number of collection events may take place, including but not limited to, the following options:

- Single-day collection.
- Weekend collections
- Collection at regional and/or municipal transfer stations using containers provided by contract vendor.

- Post-holiday collection.

The household hazardous waste accepted for the collection shall be generated only by residential and Conditionally Exempt Small Quantity Generator (“CESQG”) sources, and shall include, but not be limited to, bug Spray, floor care products, furniture polish, metal polish/ solvents, lighter fluid, car solvents, car fuels and liquids, fungicide, pool acid, glue (solvent based), oil based paint, paint solvents, and preservatives. Whether other types of household hazardous waste are included will be determined on the basis of negotiations between SWEROC and the vendor.

## SECTION 2- CONTRACTOR RESPONSIBILITIES

### 2.1 Description of Services

At the direction of SWEROC, the Contractor must organize and supervise one-day household hazardous waste collection programs at a number of locations and dates. Once dates have been arranged with SWEROC, Contractor will provide CRRA with said dates.

The Contractor must provide all containers and other equipment needed to achieve the safe collection, storage and removal of acceptable household hazardous waste.

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

The Contractor must maintain records on a product basis, using a universally accepted computerized database compatible with most systems.

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

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

The Contractor must verify and record all participants’ eligibility and submit this record to SWEROC with the Contractor’s invoice. Only residents and CESQG’S from SWEROC member or contract towns may participate. If the Contractor allows any entity to participate who does not reside within SWEROC member or contract towns, then the Contractor shall bear all cost associated with that Waste and shall not charge SWEROC for such Waste.

The Contractor shall be responsible for performing all the Services in accordance with the terms of the Agreement. Contractor shall at its sole cost and expense be solely responsible for providing all personnel, labor and all equipment or materials necessary to perform the Services. The requisite Services are more particularly described in **Exhibit 1** of the Agreement attached hereto and made a part hereof.

## 2.2 Term of Service

The Contractor shall provide Services under the Agreement during the period of January 1, 2007 through December 31, 2008.

## 2.3 Contract Requirements

The successful Proposer shall be required to execute a written non-negotiable contract as detailed in **Attachment B** to this RFP - Agreement For Household Hazardous Waste Collection Services. By submitting a proposal, a Proposer agrees to all the terms and conditions of this attached non-negotiable Agreement. A Proposer may not take any exception to such Agreement, and all blanks in such Agreement must be filled in by the Proposer.

## 2.4 Performance Security

If the successful Proposer is awarded a service agreement, such Proposer shall furnish SWEROC with a performance bond or a letter of credit in the amount of FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS (the "Bond"). The Bond shall be in one of the forms set forth in **Exhibit 4** of the Agreement. Each Proposer shall submit documentation certifying that if such Proposer is awarded a services agreement, the Bond shall be issued to SWEROC and such Proposer shall maintain the Bond for the term of the Agreement.

## 2.5 Receiving Facilities

Proposer shall be required to obtain copies of applicable environmental operating permits from the owner/operator of all facilities that are to receive the household hazardous waste ("Receiving Facilities") collected by Proposer under this RFP and Agreement. The Proposer shall arrange the collection sites directly with the SWEROC member municipalities or the SWEROC board. Prior to any deliveries of the household hazardous waste to any Receiving Facilities, Proposer shall forward copies of all permits of all Receiving Facilities to SWEROC and CRRA. When renewing or entering into new contractual arrangements with the owner/operator of any of the Receiving Facilities, Proposer shall obtain copies of the applicable environmental permits from the owner/operator of said Receiving Facilities prior to any deliveries of household hazardous waste, and, upon its receipt, Proposer shall forward copies of all foregoing permits to SWEROC and CRRA. At its sole and absolute discretion, SWEROC reserves its right to prohibit Proposer from delivering household hazardous waste to any Receiving Facilities that it deems unsuitable in accordance with all federal, state, and/or local laws or regulations.

## SECTION 3 - SWEROC RESPONSIBILITIES

### 3.1 Access to Facilities

The Towns that make up SWEROC shall provide the Contractor with the reasonable and necessary access to the Towns' Transfer Stations, Facilities, Recycling Facilities (collectively, the "Facilities") and any other of the Towns' real properties or non-Town real properties that Contractor needs access to in order to perform the Services.

### 3.2 Payment

Contractor shall render a bill to SWEROC after each event for all of the Services performed and all of the costs and expenses incurred pursuant to this Agreement.

**Exhibit 3** of the Agreement is the format for Contractor's billing. Contractor shall not be compensated for any time spent preparing any billing documentation or related materials.

If SWEROC determines in its sole discretion that the Services for which Contractor is requesting payment have been properly performed and completed in conformance with the Standards, Contractor is not in default hereunder, SWEROC does not dispute the amount of the payment requested and the bill contains all of the information required hereunder, then SWEROC shall pay the amount requested within forty-five (45) calendar days after its receipt of such bill. If, however, (i) SWEROC determines that any of the Services for which Contractor has requested payment is not in conformance with the Standards, (ii) such bill does not contain all the requisite information, or (iii) Contractor is in default hereunder, then SWEROC may in its sole and absolute discretion withhold all or a portion of the payment requested by Contractor, and Contractor shall, if requested by SWEROC, immediately take, at Contractor's sole cost and expense, all action necessary to render such Services and/or bill in conformance with the Standards, or to cure such default. SWEROC shall have no obligation under this Agreement to pay for any Services that SWEROC determines have not been performed and/or completed in conformance with the Standards, and SWEROC shall have no obligation to pay Contractor any amount due Contractor under this Agreement if Contractor is in default hereunder. If SWEROC disputes the amount in any written request for payment submitted by Contractor, SWEROC shall have the right to withhold the disputed amount until the dispute is settled. CRRA shall notify Contractor of any disputed amount and the reason(s) for disputing such amount.

### 3.3 Program Coordination

SWEROC will coordinate all collection programs set up under its auspices as a result of this bid solicitation and serve as liaison with the successful Contractor for purposes of this collection program. SWEROC makes no guarantee on the amount of household hazardous waste that will be collected through this collection program.

### 3.4 Promotional Support

SWEROC and the Contractor will work together to provide promotional support for household hazardous waste programs that result from this bid solicitation, including news releases, advertising and direct contact with municipal and regional recycling contacts.

SECTION 4 - PROPOSAL INSTRUCTIONS

4.1. General Information and Requirements for Proposal Submission

Please note the following dates:

October 23, 2006	4:00 p.m.	Deadline Date For Submitting Written Questions
October 31, 2006	2:00 p.m.	Deadline For Proposal Submission
January 1, 2007		Commencement of Services

SWEROC reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above timeline applicable to all Proposers, and further reserves the right to reject any and all submissions and republish this RFP.

4.1.1 Pre-submission Proposal Inquiries

Only written questions will be accepted regarding this RFP. Written questions must be received at CRRA's offices prior to 4:00 p.m., on October 23, 2006. If CRRA elects to respond to the written questions received, such responses will be in writing and sent to all Proposers. Written questions shall be submitted to:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1702  
Attention: Mr. Jeffrey P. Duvall  
Phone: 860-757-7727

Oral and all other written responses, interpretations and clarifications shall not be legally effective or binding. Any Proposer who attempts to use or uses any means or method other than those set forth above, to communicate with CRRA, SWEROC, or any director, officer, employee or agent thereof, regarding this RFP shall be subject to disqualification and such Proposer's proposal guarantee shall be subject to forfeiture by SWEROC.

4.1.2 Proposal Submission Deadline and Requirements

All proposals must be received no later than by 2:00 p.m. on October 31, 2006. Bidders may fax their bids to CRRA to Jeffrey P. Duvall's attention at (860) 757-7742 or mail them to:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1702  
Attention: Mr. Jeffrey P. Duvall

Each Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and SWEROC shall have no responsibility or liability whatsoever for any such costs and expenses. Neither SWEROC, CRRA nor any of their 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 such claims or damages.

#### 4.1.3 Number of Proposal Copies

Each Proposer shall submit one (1) original and one (1) copy of its proposal to CRRA.

#### 4.1.4. Acceptance of Proposals

All proposals shall remain subject to acceptance for one hundred twenty (120) days after the deadline date for proposal submission, but SWEROC may, in its discretion, release any proposal at any time prior to the end of such period.

#### 4.1.5 Disclosure of Information

Proposers are hereby advised that any information contained in or submitted with or in connection with their respective proposals is subject to disclosure if required by law or otherwise. 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 SWEROC, CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

#### 4.1.6 Evaluation Criteria

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



#### 4.1.7 Additional Rights of SWEROC

In addition to the other rights in this RFP, SWEROC\ CRRA reserves, holds and may exercise at their sole discretion, the following rights and options:

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

#### 4.1.8 Proposer's Representations

Each Proposer submitting a proposal represents that:

1. The RFP and attached documents have been read and are understood by Proposer, and the proposal is made in accordance therewith.
2. The proposal is based upon the terms, requirements, materials, systems and equipment described in the RFP without exceptions.
3. Proposer has given SWEROC written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in this RFP and the attached documents, and the written resolutions thereof by SWEROC are acceptable to Proposer.
4. Proposer has no contracts, agreements, or other obligations that would interfere with or prevent its performance of the services set forth in the RFP.

#### 4.1.9 Signing of Agreement

When SWEROC\ CRRA issues a notice of award to the successful Proposer, it will be accompanied by the required number of unsigned counterparts of the Agreement. The Contractor may not negotiate the terms of the Agreement. Within ten (10) days after such issuance, the successful Proposer shall: (i) execute the required number of counterparts of the Agreement; (ii) deliver to CRRA such executed counterparts along with the required Bond and any certificates of insurance required by the Agreement, and (iii) satisfy all other conditions of the notice of award. After CRRA's receipt of such counterparts, Bond and certificates, and provided the successful Proposer has satisfied all such conditions within the foregoing ten (10) day period, SWEROC shall deliver one (1) fully signed counterpart of the Agreement to the successful Proposer.

#### 4.1.10 Sales and Use Taxes

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

#### 4.2 Proposal Format and Content

Proposals shall be organized and contain the following items:

##### Part 1 - Letter of Transmittal

Signed by an officer of the Proposer authorized to commit the company to carry out the proposed Services in accordance with the requirements of the RFP and the proposal. The letter must state that all information contained in the proposal is true and accurate. The letter of transmittal shall include all of Proposer's representations included in Section 4.1.13.

##### Part 2 - Pricing Form

Each Proposer shall complete and submit **Proposal Form 1** to this RFP which details the Proposer's proposal costs. SWEROC reserves the right to negotiate with Proposer over Proposer's prices for Services submitted in the foregoing Pricing Form.

##### Part 3 - Components of Service

Each Proposer shall complete and submit **Proposal Form 2** to this RFP.

##### Part 4 - Handling/Safety Precautions

Each Proposer shall complete and submit **Proposal Form 3** to this RFP.

##### Part 5 - Marketing Plan/Summary Report

Each Proposer shall complete and submit **Proposal Form 4** to this RFP.

##### Part 6 - Company Background

Each Proposer shall complete and submit **Proposal Form 5** to this RFP.

Part 7 - Security Commitment

Each Proposer shall submit with its proposal a letter from a qualified financial institution committing to the issuance of the performance bond or letter of credit required in **Exhibit 4** to the Agreement.

Part 8 - Non-collusion Certification

Each Proposer shall execute and submit **Proposal Form 6** to the RFP.

Part 9 - Questions Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety

Each Proposer shall complete and submit **Proposal Form 7** to this RFP.

Part 10 - Waiver of Damages Form

Each Proposer shall execute and submit **Proposal Form 8** to this RFP.

Part 11 – Affidavit of Third Party Fees.

Each Proposer shall complete and submit **Proposal Form 9** to this RFP.

Part 12 -Certification Concerning Proposal Forms

Each Proposer shall complete and submit **Proposal Form 10** to this RFP

**Household Hazardous Waste Collection Program  
Request for Proposals**

**PROPOSAL FORM 1 - PRICING**

Name of Proposer: \_\_\_\_\_

Pricing Coverage Period: January 1, 2007 - December 31, 2008

Price Per Household and half household (1) (2)  
(Words & Numbers): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Pricing Cap**  
(Words & Numbers):  Pricing Cap Offered, As Follows:  
Place check where applicable \_\_\_\_\_

No Pricing Cap Offered

**Revenue Sharing**  
(Words & Numbers):  Revenue Sharing Offered, As Follows:  
Place check where applicable \_\_\_\_\_

No Revenue Sharing Offered

(1) Household equals fifteen (15) gallons or twenty (20) pounds and half household equals seven (7) gallons or ten (10) pounds.

(2) Please tell us if the price per pound includes any producer subsidies built into the price and from which companies you receive the subsidies. Also, please tell us if you anticipate any future subsidies and how you plan to incorporate them into the price.

Signature of Authorized Official: \_\_\_\_\_

Typed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**PROPOSAL FORM 2 – COMPONENTS OF SERVICE**

**A. EQUIPMENT**

Proposer must provide equipment needed for the temporary storage and transport of collected household hazardous waste, for One-Day events. Check the following recommended equipment/supplies Proposer will provide and list any other materials to be provided.

- Pallets
- Pallet Jack
- Gaylord Boxes
- Tractor Trailer with Lift Gate
- Covered Back-up Truck or Roll-Off
- Dollies
- Shrink Wrap/Sealing Tape
- Traffic Cones

Other Equipment:

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**B. SERVICE QUANTITY**

One-Day Collections (Words & Numbers):

- Maximum number of One-Day collections to be serviced under this agreement.

- No limit on number of One-Day collections

**C. LABOR PROVIDED**

Proposer must provide properly trained employees to remove household hazardous waste from vehicles, sort, pack, and load equipment into containers and trucks. Verify and record name and address of participating resident. List the number of staff and provide description of labor to be provided by Proposer for One-Day programs.

**D. ACCEPTABLE HOUSEHOLD HAZARDOUS WASTE**

The following is a list of household hazardous waste recommended for inclusion in the collection programs that shall only be generated residential sources [Note: Check all that are acceptable to Proposer and list any others that could be included]:

- Paint (Oil Based) And Primers
- Paint Solvents (Cleaners & Thinners) And Glue Solvents
- Wood Preservatives And Cutting Oil
- Photographic Chemicals
- Pool Chemicals
- Fungicide, Herbicide, Insecticide, Bug Spray, And Poisons
- Gasoline, Kerosene, Diesel Fuel, Lighter Fluid, And Other Fuels
- Automatic Transmission Fluid, Car Wax, Antifreeze, And Break Fluid
- Floor Care Products, Furniture Polish, And Metal Polish
- Mothballs

Other inclusions:

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## PROPOSAL FORM 3 – HANDLING/SAFETY PRECAUTIONS

### **A. HANDLING/STORAGE PLAN**

Proposer is responsible for devising the plan and providing equipment to safely remove household hazardous waste from cars of residents as well as the inspection, segregation and packing of acceptable household hazardous waste for temporary storage and eventual removal from the collection site. Describe the plan for handling and storing household hazardous waste to be collected.

### **B. SAFETY PRECAUTIONS**

Proposer is responsible for safety materials to be provided on site for One-Day collections to handle spills and clean-up of household hazardous waste in the case of breakage. Describe all safety materials to be provided to personnel for the safe handling and storage of household hazardous waste until removed by Proposer.

### **C. WASTE HANDLING/DISPOSAL**

Proposer is responsible for the handling and disposal of all household hazardous wastes generated. Describe the plan for the proper handling and removal of household hazardous wastes that would be collected from the collection program.

## PROPOSAL FORM 4 – PLAN/SUMMARY REPORT

### **A. MARKETING PLAN**

Proposer is responsible for the proper disposal of household hazardous waste collected. Describe your disposal plan.

### **B. SUMMARY REPORT**

Proposer must provide an itemization of all household hazardous waste of all items collected and must also include their disposal sites.

Required Date of Submission: Thirty (30) days from the completion of the final pick-up of household hazardous waste collected under this contract.

**Proposal Form 5**

**PROPOSER'S BACKGROUND QUESTIONNAIRE**



**PROPOSER'S BACKGROUND  
QUESTIONNAIRE**

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

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

**Proposal Form 6**

**NON-COLLUSION CERTIFICATION**

**NON-COLLUSION CERTIFICATE**

**SOUTHWEST CONNECTICUT REGIONAL RECYCLING OPERATING  
COMMITTEE  
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

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

By submission of this proposal, the Proposer identified below, together with any affiliates or related persons, the guarantor and any joint ventures, hereby certifies under penalty of perjury and risk of termination of the Agreement, if awarded, that to the best of its knowledge and belief:

1. The prices in the proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
2. Unless otherwise required by law, the prices that have been quoted in this proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to "opening" to any other person or company;
3. 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 bid for the purpose of restricting competition;
4. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham bid;
5. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer for this Service or over SWEROC or CRRA; and
6. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Proposer as well as to the person signing on its behalf.

Name:

Title:

State of

County of

being fully sworn, deposes and says that he is the  
 of , the

Proposer herein, that he has read the foregoing statement of non-collusion, and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this  day of , 2006

Notary Public/Commissioner of the Superior Court

**Proposal Form 7**

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

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

Because SWEROC and CRRA are 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 SWEROC and CRRA in procuring this information. Many of the questions are required to be asked by RCSA 46a-68j-31.

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

## LIST OF ACRONYMS

RCSA	–	Regulations of Connecticut State Agencies
CHRO	–	State of Connecticut Commission on Human Rights and Opportunities
DECD	–	State of Connecticut Department of Economic and Community Development
MWDP	–	Minority/Women/Disabled Person

## FOOTNOTE

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

## SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

Has been doing business and has maintained its principal place of business in the State for a period of at least one year immediately preceding the Request for Proposals;

Has had gross revenues not exceeding ten million dollars in the most recently completed fiscal year;

Is headquartered in Connecticut; and,

At least 51% of the ownership of the Contractor is held by a person or persons who are active in the daily affairs of the business and have the power to direct the management and policies of the business.

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

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

Satisfies all of the criteria in Schedule A for a Small Contractor;

51% or more of the business and/or its assets must be owned by a person or persons who are minorities as defined in Connecticut General Statutes Section 32-9n (please see below) or is an individual with a disability;

The Minority/Woman/Disabled Person must have the power to change policy and management of the business; and,

The Minority/Woman/Disabled Person must be active in the day-to-day affairs of the business.

## CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

**Proposal Form 8**

**WAIVER OF DAMAGES FORM**

**WAIVER OF DAMAGES FORM**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

The Bidder and all its affiliates and subsidiaries understand that by submitting a Bid, the Bidder is acting at its and their own risk and the Bidder does for itself and all its affiliates and subsidiaries 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 the Southwest Connecticut Regional Recycling Operating Committee (SWEROC) or the Connecticut Resources Recovery Authority (CRRA) or any of their directors, officers, employees or authorized agents concerning the evaluation and selection of bids by SWEROC and CRRA or any of their directors, officers, employees or authorized agents;
- (2) Any agreement entered into for the services described in the RFP; and/or
- (3) Any award or non-award of a contract, pursuant to such RFP.

Name of Bidder:	
Signature of Authorized Official:	
Typed Name of Official:	
Title:	
Date:	



**Proposal Form 9**

**AFFIDAVIT OF THIRD PARTY FEES**

# AFFIDAVIT OF THIRD PARTY FEES (Form A2)

All Proposers must complete and properly execute this Affidavit of Third Party Fees. The purpose of this Affidavit is to ascertain if the Proposer has made or promised any payment to a third party attributable to this

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

7. I am over eighteen (18) years of age and believe in the obligations of an oath;
8.  (firm name) seeks to enter into the Agreement for Household Hazardous Waste Collection (the "Agreement") with the Southwest Connecticut Regional Recycling Operating Committee.
9. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

Name Of Payee	Dollar Amount Paid Or Value Of Non-Cash Compensation <u>AND</u> Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee <sup>1</sup>

*(Attach additional copies of this page as necessary.)*

**NOTE:** For each third party fee arrangement described above, complete the attached Form A2a.

10. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

**Signed:**

**Print Name:**

**Title:**

Subscribed and sworn to before me this  day of , 200<sup>6</sup>.

Notary Public/Commissioner of the Superior Court

<sup>1</sup> Please attach documents evidencing the terms of the fee arrangement and services.

**ADDENDUM TO  
AFFIDAVIT OF THIRD PARTY FEES  
(Form A2a)**

For each third party fee arrangement disclosed in the attached Affidavit, please explain whether and how each such payment falls within one or more of the following categories of compensation:

1. Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
2. Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
3. Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
4. Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
5. Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

***Attach additional pages as necessary.***

**Proposal Form 10**

**CERTIFICATION CONCERNING PROPOSAL  
FORMS**

**CERTIFICATION CONCERNING  
PROPOSAL FORMS**

**SOUTHWEST CONNECTICUT REGIONAL RECYCLING OPERATING  
COMMITTEE**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

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

By submission of this proposal, the Proposer identified below, together with any affiliates or related business entities or persons, the guarantor and any joint ventures, hereby certifies under penalty of perjury and risk of termination of the Agreement, if awarded, that all of the forms included in this Request for Proposals that are submitted to the Southwest Connecticut Regional Recycling Operating Committee as part of its proposal in response to this Request for Proposals are identical in form and content to the preprinted forms in this Request for Proposals except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion or such requested information.

Name:

Title:

State of

County of

SS/  being fully sworn, deposes and says that he is the  
 of , the  
Proposer herein, that he has read the foregoing statement of non-collusion, 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<sup>6</sup>

Notary Public/Commissioner of the Superior Court

**ATTACHMENT B**

**Agreement For Household Hazardous Waste Collection Services**

**AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES**

This AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES (this "Agreement") is made as of this 1<sup>ST</sup> day of January, 2007 (the "Commencement Date"), by and between the **SOUTHWEST CONNECTICUT REGIONAL RECYCLING OPERATING COMMITTEE** ("SWEROC"), a public instrumentality and political subdivision of the State of Connecticut pursuant to Connecticut General Statutes 22a-221(c) and 22a-221a, and \_\_\_\_\_, an \_\_\_\_\_, having a principal place of business at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Contractor").

**PRELIMINARY STATEMENT**

In order to more fully accomplish its purpose as outlined in the Intercommunity Agreement among SWEROC and member municipalities, as amended, SWEROC desires to provide residents of the SWEROC member municipalities the means to arrange for the safe and environmentally conscious collection and disposal of household hazardous wastes, and to provide the member municipalities with reduced operational and disposal costs for the disposal of such household hazardous waste. SWEROC now desires to enter into this Agreement in order to have Contractor render certain independent household hazardous waste collection services for SWEROC in accordance with the terms and conditions of this Agreement.

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

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

1.1. **DEFINITIONS**

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

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

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

**"Agreement"** means this Agreement for Household Hazardous Waste Collection Services between SWEROC and Contractor, together with **Exhibits 1-4** (inclusive) attached hereto and made a part hereof and any written amendments, modifications or supplements hereto.

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

1.2 **CONSTRUCTION.** For purposes of this Agreement:

(a) Capitalized terms used herein shall have the meanings set forth herein;

(b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean



the singular, and any gender shall mean all genders or any other gender, as the context may require;

(c) Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with "generally accepted accounting principles", and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles which are generally accepted as of the date of this Agreement;

(e) The words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;

(f) Reference to any particular party shall include that party's employees and the authorized agents of that party;

(g) All references to agreements are references to the agreements as the provisions thereof may be amended, modified or waived from time to time; and

(h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement.

### **1.3 COVENANTS AND REPRESENTATIONS**

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

Contractor represents, warrants and covenants to SWEROC that:

(a) Contractor is a corporation duly organized and validly existing in good standing in the jurisdiction of its incorporation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor. Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of all its obligations under this Agreement have

been authorized by all required actions of Contractor, all as required by the charter, by-laws and applicable laws that regulate the conduct of Contractor's affairs. The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound. This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

(b) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or, to the knowledge of Contractor, threatened against Contractor from which an unfavorable decision, ruling or finding would materially adversely affect or enjoin the performance by Contractor of its obligations hereunder or the other transactions contemplated hereby, or that in any way would materially adversely affect the validity or enforceability of this Agreement, Contractor's financial condition, or any other agreement or instrument entered into by Contractor in connection with the transaction contemplated hereby.

(c) Contractor understands the current known hazards and suspected hazards to persons, property and the environment arising from collection, transportation, treatment and disposal of Wastes. Contractor further warrants that, notwithstanding any other provision contained in this Agreement to the contrary, it will perform all services under this Agreement in a safe, efficient and lawful manner, using industry accepted best practices, and in a manner that is in full compliance with all applicable Federal, State and local laws, rules, regulations and ordinances.

### 1.3.2 Covenants and Representations of SWEROC

SWEROC represents, warrants and covenants to Contractor that:

(a) SWEROC is duly organized and validly existing in good standing under the laws of the State of Connecticut and is duly qualified and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.

(b) The execution, delivery and performance of this Agreement by SWEROC (1) has been duly authorized by the governing body of SWEROC, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to SWEROC or any provisions of SWEROC's charter, by-laws or resolutions.

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

## ARTICLE 2 SCOPE OF SERVICES

### Section 2.1 - Household Hazardous Waste Collection Services.

Contractor shall perform and complete the services set forth on Exhibit 1 attached hereto and made a part hereof (collectively referred to as the "Services").

Section 2.2 - Labor, Materials and Restoration. Contractor shall, at its sole cost and expense: (a) furnish all labor, materials, supplies, tools, equipment, parts, facilities and any other property in order to perform the Services hereunder; and (b) restore any portion of the Properties or the improvements thereon disturbed or damaged by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage.

**Section 2.3 - Performance of Services.** Contractor shall perform and complete all Services hereunder in accordance with: (1) any and all instructions, guidance and directions provided by SWEROC to Contractor; (2) the terms and conditions of this Agreement; (3) the highest industry standards applicable to Contractor and its performance of the Services hereunder; and (4) all Applicable Laws including but not limited to any successor or additional federal, state and local laws, rules or regulations that may be promulgated by any governmental authority having jurisdiction over the Properties or the Facilities (hereinafter collectively referred to as the "Standards").

**Section 2.4 - Direction of Work.** SWEROC may, where deemed necessary or desirable by SWEROC, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Services hereunder, and Contractor shall comply with such instructions, guidance and directions.

**Section 2.5 - SWEROC's Inspection Rights.** SWEROC or its agent shall have the right at all times, with or without notice to Contractor, to inspect and observe Contractor's performance of any Services hereunder. If, after any such inspection, SWEROC is unsatisfied with Contractor's performance of any Services hereunder, Contractor shall, at the direction of SWEROC, render such performance satisfactory to SWEROC at no additional cost or expense to SWEROC and without any extension of or addition to any time schedules for the remaining Services.

**Section 2.6 - Access.** The Towns of SWEROC hereby grant to Contractor access to only those areas of the Properties, Facilities, or other real property(s) necessary for Contractor to perform the Services hereunder, provided that: (a) Contractor shall not interfere with any other operations being conducted on the Properties, Facilities, or other real property(s) by SWEROC, or any other person or entity; and (b) Contractor is in compliance with all of the terms and conditions of this Agreement. SWEROC reserves the right to revoke the access granted to Contractor herein if Contractor fails to comply with the foregoing conditions of access.

**Section 2.7 - Receiving Facilities.** Contractor shall obtain copies of applicable environmental operating permits (i.e., air, wastewater, stormwater, solid waste, hazardous waste) from the owner/operator of all facilities ("Receiving Facilities") that are to receive the household hazardous waste, whether for initial receipt for storage and transfer, or for ultimate disposal,

treatment, or recycling collected by Contractor under this Agreement. Prior to any deliveries of the household hazardous waste to any Receiving Facilities, Contractor shall forward a list of all possible Receiving Facilities, to which the household hazardous waste are to be transferred, treated, disposed, or recycled, and a list of all permits of all Receiving Facilities to SWEROC. When renewing or entering into new contractual arrangements with the owner/operator of any of the Receiving Facilities, Contractor shall obtain copies of the applicable environmental permits from the owner/operator of said Receiving Facilities prior to any deliveries of household hazardous waste, and, upon its receipt, Contractor shall forward a list of all foregoing permits to SWEROC, and provide SWEROC a list of Receiving Facilities to which the household hazardous waste are to be transferred, treated, disposed, or recycled. Upon SWEROC's request, Contractor will provide complete copies of any environmental operating permit to SWEROC. At its sole and absolute discretion, SWEROC reserves its right to prohibit Contractor from delivering household hazardous waste to any Receiving Facilities that it deems unsuitable in accordance with all federal, state, and/or local laws or regulations. Upon SWEROC's request, the Contractor shall provide SWEROC with a tracking report describing the final disposition (i.e., final household hazardous waste facility, disposal facility, or treatment facility) of the household hazardous waste.

### **ARTICLE 3 COMPENSATION AND PAYMENT**

#### **Section 3.1 - Contractor's Compensation.**

The total amount of compensation to be paid to Contractor by SWEROC for the performance of the Services is detailed in **Exhibit 2** (the "Contract Price").

The Contract Price shall be payable as set forth in Section 3.2 below. Contractor acknowledges and agrees that the Contract Price constitutes the full compensation to Contractor for the Services to be performed and completed by Contractor pursuant to this Agreement and includes all expenses and costs, including but not limited to any and all costs for labor, equipment, and materials to be incurred by Contractor in performing and completing such Services.

**Section 3.2 - Payment Schedule.** Contractor shall submit all requests for payment for Services in writing to SWEROC, in accordance with **Exhibit 3**. If SWEROC determines in its sole discretion that the Services for which Contractor is requesting payment have been properly performed and completed in conformance with the Standards, then SWEROC shall pay Contractor the requisite amount for such requested Services within forty-five (45) days after receipt of Contractor's written request. If, however, SWEROC determines that any of the Services for which Contractor has requested payment are not in conformance with the Standards, then SWEROC may, in its sole discretion, withhold all or a portion of the payment requested by Contractor, and Contractor shall, at its sole cost and expense, take all action necessary to render such Services conformance with the Standards without any extension of or addition to any time schedules for the remaining Services.

**Section 3.3 - Accounting Obligations.** Contractor shall maintain books and accounts of the costs incurred by Contractor in performing the Services pursuant to this Agreement in accordance with generally accepted accounting principles and practices. SWEROC or its agent, during Contractor's normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.

#### **ARTICLE 4 TERM OF AGREEMENT**

**Section 4.1 - Term.** The term of this Agreement shall commence on the Commencement Date and shall terminate on December 31, 2008.

**Section 4.2 - Time is of the Essence.** SWEROC and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance and completion of the Services hereunder. Accordingly, Contractor shall perform and complete any Services hereunder during the term of this Agreement in accordance with any time schedule set forth in this Agreement or mutually agreed upon by SWEROC and Contractor for such Services.

**ARTICLE 5  
INSURANCE**

**Section 5.1 - Required Insurance.** Contractor shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial General Liability insurance alone or in combination with, Commercial Umbrella insurance with a limit of not less than five million (\$5,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto or vehicle (including owned, hired, and non-owned autos or vehicles), with a limit of not less than one million (\$1,000,000.00) dollars each accident, and including pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90) shall be attached.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of not less than five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident and five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.
- (d) Contractor's property and equipment insurance covering all property and equipment owned by Contractor and used in performing any of the Services in an amount equal to one hundred (100%) percent of actual cash value.
- (e) Contractor's Pollution Legal Liability insurance with a limit of one million (\$1,000,000.00) dollars.

**Section 5.2 - Certificates of Insurance.** Upon Contractor's execution of this Agreement, Contractor shall submit to SWEROC and CRRA a certificate or certificates for each required

insurance referenced in Section 5.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 5.3 below. Additionally, Contractor shall furnish to SWEROC and CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 5.1 above, a certificate or certificates containing the information required by Section 5.3 below and certifying that such insurance has been renewed and remains in full force and effect.

**Section 5.3 - Specific Requirements.** All policies for each insurance required hereunder shall: (i) name SWEROC and CRRA as an additional insured (this requirement shall not apply to workers' compensation insurance, employers' liability insurance, or Contractor's property and equipment insurance); (ii) include a standard severability of interest clause; (iii) provide for not less than thirty (30) days' prior written notice to SWEROC and CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (iv) hold SWEROC and CRRA free and harmless from all subrogation rights of the insurer; and (v) provide that such required insurance hereunder is the primary insurance and that any other similar insurance that SWEROC and CRRA may have shall be deemed in excess of such primary insurance.

**Section 5.4 - Issuing Companies.** All policies for each insurance required hereunder shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A- VII or better, or are otherwise deemed acceptable by SWEROC in its sole discretion.

**Section 5.5 - Other Conditions.** SWEROC 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.

**Section 5.6 - Contractor's Subcontractors.** Contractor shall either have its subcontractors covered under the insurance required hereunder, or require such subcontractors to procure and maintain the insurance that Contractor is required to procure and maintain under this Agreement.

**Section 5.7 - Deductibles.** No policy required to be purchased by Contractor pursuant to this Article 5 shall be subject to a deductible or similar provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder,



any sum which is subject to a deductible, Contractor shall pay such deductible.

**Section 5.8 - Payment By SWEROC.** Should Contractor fail to obtain, maintain or renew any of the insurance required by this Article 5, or to pay the premium therefor, then and in any of said events SWEROC may, at its option, but without obligation to do so, upon ten (10) business days prior notice to Contractor of SWEROC's intention to do so, procure such insurance, and Contractor shall promptly reimburse SWEROC for any such payment. If not so reimbursed, SWEROC may deduct the amounts paid from any compensation due to Contractor hereunder.

**Section 5.9 - No Limitation on Liability.** No provision of this Article 5 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.

## **ARTICLE 6 INDEMNIFICATION**

**Section 6.1 - Contractor's Indemnification.** Contractor shall at all times defend, indemnify and hold harmless SWEROC, CRRA and their directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, workers' compensation payments and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property (including environmental contamination or damage), governmental fines and penalties or other damages alleged to have been sustained by: (a) SWEROC, CRRA or any of their directors, officers, employees, agents or other Contractors, (b) Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen. Contractor further undertakes to reimburse SWEROC for damage to property of SWEROC caused by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. Contractor's obligations under this Section 6.1 shall survive the termination or expiration of this Agreement.

The existence of insurance shall in no way limit the scope of this indemnification.

## **ARTICLE 7 TERMINATION**

**Section 7.1 - Termination.** This Agreement may be terminated by either SWEROC or Contractor upon at least thirty (30) days' advance written notice except that Contractor shall have no right to terminate until all ongoing tasks have been completed to the satisfaction of SWEROC. Upon receipt of such written notice from SWEROC, Contractor shall: (i) immediately cease work on any and all SWEROC matters, unless otherwise directed in writing by the Authorized Representative; and (ii) remove all of its personnel and equipment from all of the Properties, Facilities, or other real properties. In addition and prior to any termination of this Agreement, Contractor shall restore any portion of any Facility, Property, or other real property other than those areas of any Property, Facility, or other real property otherwise improved by Contractor in performing the Services hereunder, disturbed or damaged by Contractor to the same condition existing immediately prior to such disturbance or damage. Upon termination of this Agreement pursuant to this Section 7, (a) SWEROC shall pay Contractor for all Services performed by Contractor prior to the termination date, provided: (i) such Services have been performed by Contractor in accordance with the Standards, (ii) payment for such Services has not been previously made or is not disputed by SWEROC, and (iii) Contractor has performed all its obligations under this Section 7 to SWEROC's satisfaction, and (b) SWEROC shall have no further liability hereunder. Except for the payment that may be required pursuant to the preceding sentence, SWEROC shall not be liable to Contractor in any other manner whatsoever in the event SWEROC exercises its right to terminate this Agreement. Contractor shall transmit to SWEROC originals or copies of any and all material prepared, developed or obtained under this Agreement in Contractor's possession within thirty (30) days of receipt or issuance of the written notice of termination unless otherwise directed by the Authorized Representative. Contractor shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of four (4) years after final payment by SWEROC and shall make them available for inspection and audit by SWEROC. Contractor's obligations under this Section 7 shall survive the termination or expiration of this Agreement.

**ARTICLE 8**  
**MISCELLANEOUS**

**Section 8.1 - Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below:

(a) If to SWEROC:

Town of Westport  
Department of Public Works  
110 Myrtle Avenue  
Westport, Connecticut 06880  
Attention: Stephen Edwards  
President/ Chairman

With a copy to:

Finn Dixon & Herling LLP  
One Landmark Square  
Stamford, CT 06901  
Attention: Ernest M. Lorimer

(b) If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**Section 8.2 - Status of Contractor.** SWEROC and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Services for SWEROC hereunder and that Contractor shall perform such Services in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship or an employer-employee relationship between SWEROC

and Contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of SWEROC, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of SWEROC in any manner whatsoever.

**Section 8.3 - Contractor's Employees.** All persons employed by Contractor shall be subject and responsible solely to the direction of Contractor and shall not be deemed to be employees of SWEROC.

**Section 8.4 - Mechanic's Liens.** Contractor shall claim no interest in the Properties or any structures, equipment, fixtures, materials or improvements located or to be located on such Properties, and Contractor shall not file any mechanic's liens or other liens or security interests against SWEROC or any of its Properties. Contractor shall defend, indemnify and hold harmless SWEROC against all costs associated with the filing of such liens or security interests by Contractor or any of its subcontractors or materialmen. Before any subcontractor or materialman of Contractor commences any Services hereunder, Contractor shall deliver to SWEROC an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's lien is filed against SWEROC or any of its Properties in connection with the Services hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, SWEROC may, at its option and without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at SWEROC's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to SWEROC promptly upon demand by SWEROC to Contractor.

**Section 8.5 - Withholding Taxes and Other Payments.** No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by SWEROC with respect to Contractor, nor be withheld from payment to Contractor by SWEROC. No workers' compensation insurance has been or will be obtained by SWEROC on account of the Services to be performed hereunder by Contractor, Contractor's employees, agents, subcontractors or materialmen. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this Section 8.5, and Contractor hereby agrees to indemnify and hold SWEROC harmless against any and all such taxes, insurance or related payments which SWEROC may be required

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

**Section 8.6 - Performance Security.** Upon Contractor's execution of this Agreement, Contractor shall furnish SWEROC with a performance bond or a letter of credit in the amount of Fifty Thousand (\$50,000.00) dollars (the "Bond"). The Bond shall be in one of the forms set forth in **Exhibit 4** and shall be issued and executed by a surety acceptable to SWEROC. Contractor shall maintain the Bond in full force and effect during the term of this Agreement. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than ninety(90) days prior to the then current expiration date of the Bond, Contractor notifies SWEROC by registered mail that the surety of the Bond elects not to renew such Bond. Failure to maintain or renew the Bond under the aforesaid terms shall constitute a breach of this Agreement. If the surety on the Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Bond due to no fault of Contractor, Contractor shall immediately substitute another bond (or letter of credit) and surety, subject to the requirements set forth in this Section 8.6. In the event Contractor fails to perform any of its obligations under this Agreement, SWEROC shall have the right, in addition to all other rights and remedies available to SWEROC hereunder or otherwise, to exercise any or all of SWEROC's rights and remedies under the Bond.

**Section 8.7 - Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

**Section 8.8 - Non-Discrimination.** Contractor agrees to the following: (1) Contractor agrees and warrants that in the performance of the Services for SWEROC, Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry,

sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved; (2) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission"); (3) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Contractor's commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and (5) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes. If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

**Section 8.9 - Sales and Use Tax Exemption.** Under Section 22a-270 of the Connecticut General Statutes, SWEROC has an exemption from all Connecticut sales and use taxes and the payment thereof. In addition, pursuant to Section 12-412(92) of the Connecticut General Statutes, the sales of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any SWEROC project are exempt from Connecticut sales and use tax. Accordingly, Contractor hereby represents that no such tax is included in the Contract Price, and Contractor shall not charge or pass through any such tax to SWEROC.

**Section 8.10 - Proprietary Information.** Contractor shall not use, publish, distribute, sell or divulge any information obtained from SWEROC by virtue of this Agreement for Contractor's

own purposes or for the benefit of any person, firm, corporation or other entity without the prior written consent of SWEROC. Any reports or other work product prepared by Contractor in connection with the performance of any Services hereunder shall be owned solely and exclusively by SWEROC and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of SWEROC. SWEROC shall not use, publish, distribute, sell or divulge any information or work product developed by Contractor specifically for SWEROC under this Agreement for the benefit of any employee, firm, corporation or other entity, other than SWEROC.

**Section 8.11 - Subcontractors.** Contractor shall consult with SWEROC before hiring any subcontractors to perform any of the Services. Contractor shall require, in a manner satisfactory to SWEROC, all of its subcontractors for the Services to abide by the terms and conditions of this Agreement. Moreover, Contractor's subcontracts with such subcontractors shall specifically provide that, in the event of a default by Contractor under this Agreement, SWEROC may directly enforce such subcontracts and make payments thereunder. Contractor shall provide SWEROC with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also, Contractor's subcontracts with its subcontractors shall specifically include SWEROC as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claim, setoffs, or other rights whatsoever that they may have with or against Contractor by any reason other than through such subcontracts.

**Section 8.12 - Entire Agreement.** This Agreement constitutes the entire Agreement and understanding between the parties hereto and concerning the subject matter hereof and supersedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

**Section 8.13 - Modification.** This Agreement may not be amended, modified, or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this agreement unless this Agreement is formally amended, modified, or supplemented.

**Section 8.14 - Benefit and Burden.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

**Section 8.15 - Severability.** SWEROC and Contractor hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

**Section 8.16 - No Waiver.** Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof.

**Section 8.17 - Assignment.** This Agreement may not be assigned in whole or in part without the prior written consent of the other party or such assignment shall be void.

**Section 8.19 - Counterparts.** This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.



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

CONTRACTOR

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

Its  
Duly Authorized

SOUTHWEST CONNECTICUT REGIONAL  
RECYCLING OPERATING COMMITTEE

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

Stephen Edwards  
Its President  
Duly Authorized

**EXHIBIT 1**  
**SCOPE OF SERVICES**

SWEROC is seeking proposals to organize and operate household hazardous waste collection programs for household hazardous waste generated only by residential sources.

At the direction of SWEROC, the Contractor must organize and supervise one-day household hazardous waste collection programs at an unspecified number of sites located within the SWEROC member municipalities from the commencement date through December 31, 2008.

During the term of this contract, a number of collections may take place, including, but not limited to, the following options:

- Single-day collection
- Collections at regional and/ or municipal transfer stations using containers provided by contract vendor
- Weekend Collections
- Post-holiday collection.

Prior to the first collection day, Contractor shall prepare and submit all applicable Federal, State and local permits.

On each collection day, Contractor shall collect household hazardous waste generated only by residential sources and Conditionally Exempt Small Quantity Generator ("CESQG'S") of the member municipalities. Contractor shall remove the Hazardous Waste materials from each attending vehicle. After identification of the materials, Contractor shall collect, segregate, consolidate and lab pack all Hazardous Waste materials prior to labeling. Contractor shall use its best efforts to maximize the reduction and recycling of all Wastes. Contractor shall consolidate all Hazardous Waste materials to the maximum extent possible consistent with personal and public safety and cost-effective management, and, at the end of each collection day, shall remove such Hazardous Waste materials from each site and shall transport such Wastes to the Contractor's Treatment Storage or Disposal Facility (the "TSDF") or other approved facility as listed on Contractor's Proposal in compliance with all applicable Federal, State and local laws, regulations, rules and orders, including requirements for manifesting, packaging, labeling, marking, and placarding. Hazardous Waste materials not consolidated to maximum extent possible at the sites shall be removed from each site and transported to the TSDF. Contractor expressly agrees that all Wastes shall be transported to a properly licensed facility listed in Contractor's Proposal for legal and proper storage, treatment, and/or disposal in full compliance with all applicable Federal, State and local laws, rules, regulations and ordinances. Wastes may be disposed of at equivalent disposal facilities not listed on Contractors Proposal only upon written notification to SWEROC and approval of such alternative site. Contractor shall keep detailed records of all Waste delivered to each facility. Contractor shall insure that any companies used for the transportation of Hazardous Waste are licensed and are fully insured to transport such Waste. In addition,

Contractor shall employ all other reasonable treatment, recycling or disposal alternatives before permitting land disposal of any Hazardous Waste materials and, in the event any Hazardous Wastes are landfilled, Contractor shall certify in writing to SWEROC that no other reasonable alternatives were available.

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

Contractor shall provide technical assistance to SWEROC by providing any reasonable requested information, in developing public education programs and in carrying out other tasks associated with SWEROC Hazardous Waste collections. Contractor agrees, upon request, to conduct a meeting with each host municipality's officials at a time mutually agreeable to Contractor and such officials to discuss site specific safety and logistical concerns prior to each collection.

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

Contractor shall test, accept or reject and appropriately manage any unknown or unidentified substances. Contractor reserves the right to reject any waste that in its sole discretion it deems not to qualify as Hazardous Waste or that would be illegal or otherwise inappropriate to transport or dispose of. Contractor shall be solely responsible for any damage, fines, penalties or other costs that arise out of its failure to test, identify, manage, transport or dispose of, any such substances.

Contractor shall conduct the collection on each collection day regardless of weather conditions except, in the event of severe weather. Contractor may, with SWEROC's prior written approval, postpone its performance hereunder to a date mutually agreed upon by Contractor and SWEROC. In the event of a postponement Contractor shall give advanced notice to the public by every reasonable means available.

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

The Contractor shall provide all required reporting to the State of Connecticut Department of Environmental Protection("DEP")(and to similar agencies of any other States as required) and the Environmental Protection Agency("EPA"), and shall assume responsibility for

continuing compliance with all Federal, State and local health, safety and environmental laws, rules, regulations and ordinances.

The Contractor shall provide personnel for traffic control, as needed, to screen out unauthorized participants (non-residential generators and residents from non-member municipalities) and to record survey information from residents participating in the program. The Contractor must verify and record all participants' origin to confirm eligibility and submit this record to SWEROC with Contractor's invoice. Only residents and CESQG'S from SWEROC member or contract towns may participate. If the Contractor allows any entity to participate which does not reside within SWEROC member or contract towns, then the Contractor shall bear all cost associated with that Waste and shall not charge SWEROC for such Waste.

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

**EXHIBIT 2**  
**PRICING FORM**

Name of Proposer: \_\_\_\_\_

Pricing Coverage Period: January 1, 2007 - December 31, 2008

Price Per Household and half household (1) (2)  
(Words & Numbers): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Pricing Cap**

(Words & Numbers):  Pricing Cap Offered, As Follows:  
Place check where applicable \_\_\_\_\_

No Pricing Cap Offered

**Revenue Sharing**

(Words & Numbers):  Revenue Sharing Offered, As Follows:  
Place check where applicable \_\_\_\_\_

No Revenue Sharing Offered

(1) Household equals fifteen (15) gallons or twenty (20) pounds and half household equals seven (7) gallons or ten (10) pounds.

(2) Please tell us if the price per pound includes any producer subsidies built into the price and from which companies you receive the subsidies. Also, please tell us if you anticipate any future subsidies and how you plan to incorporate them into the price.

Signature of Authorized Official: \_\_\_\_\_

Typed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT 3**  
**BILLING FORM**

**Contractor HHW Collections**  
**One Day Collection Area**  
**Date of Collection**

**Invoice Number**

#####

SWERCO Town	Description	Quantity	Price Per Unit	Total Per Town
	Full Household			
	Half Household			
	Invoice Total			

EXHIBIT 4

PERFORMANCE BOND

PERFORMANCE BOND

CONTRACTOR (Name and Address):  
Principal

SURETY (Name and  
Place of Business):

OWNER (Name and Address):

Southwest Connecticut Regional Recycling Operating Committee  
1410 Honeyspot Road Ext.  
Stratford, Connecticut 06615

AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

Date:

Amount:

Description (Name and Location):

1410 Honeyspot Road Ext.  
Stratford, Connecticut 06615

BOND

Date:

Amount: FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS

TERMS AND CONDITIONS

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Agreement For Household Hazardous Waste Collection Services (the "Agreement"), the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.
2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:



- 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
  - 3.2. The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- 4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or
  - 4.2. Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or

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

4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:

6.1. The responsibilities of the Contractor for correction of defective work and completion of the Agreement;

6.2. Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any of the terms of the Agreement.
  - 12.2. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

CONTRACTOR AS PRINCIPAL

\_\_\_\_\_

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

Its

SURETY

Company:

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

Its

LETTER OF CREDIT

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

Irrevocable Standby Letter of Credit No. \_\_\_\_\_ Issuance Date: \_\_\_\_\_, 2006

Beneficiary: \_\_\_\_\_ Expiration Date: \_\_\_\_\_, 200\_\_

Southwest Connecticut Regional Recycling Operating Committee  
1410 Honeyspot Road Ext.  
Stratford, Connecticut 06615

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. \_\_\_\_\_ in favor of the "Beneficiary", Southwest Connecticut Regional Recycling Operating Committee, at the request and for the account of [Contractor's name and address], for the sum or sums up to the aggregate amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at this office not later than our close of business on \_\_\_\_\_, 200\_\_ or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter of Credit No. \_\_\_\_\_."

Drafts must be accompanied by a certified statement from the Beneficiary that [Contractor's name] has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Agreement For Household Hazardous Waste Collection Services between [Contractor's name] and Beneficiary, dated as of January 1, 2006, as amended.

Partial drawings hereunder are permitted.

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

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

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of [name of the issuing Connecticut Bank or National Banking Association] under this Letter of Credit is the individual obligation of [name of the issuing Connecticut Bank or National Banking Association] and is in no way contingent upon reimbursement with respect thereto.

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

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

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

Very truly yours,

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