



**REQUEST FOR PROPOSALS
("RFP")**

FOR

**REDESIGN, UPGRADE, AND OPERATION
& MAINTENANCE SERVICES AT CRRA'S
STRATFORD INTERMEDIATE PROCESSING CENTER**

(RFP Number FY12-OP-011)

BID DUE DATE – May 24, 2012

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

April 16, 2012

REQUEST FOR PROPOSALS
For
REDESIGN, UPGRADE, AND OPERATION & MAINTENANCE SERVICES
At
CONNECTICUT RESOURCES RECOVERY AUTHORITY'S
STRATFORD INTERMEDIATE PROCESSING CENTER

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| Exhibit R. | Affidavit Concerning Consulting Fees [to be executed by successful Proposer] |
| Exhibit S. | Contractor's Certification Concerning Gifts [to be executed by successful Proposer] |
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**REQUEST FOR PROPOSALS
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SECTION 1

**NOTICE TO CONTRACTORS
REQUEST FOR PROPOSALS**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO CONTRACTORS – REQUEST FOR PROPOSALS

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

CRRA is seeking proposals from qualified contractors to furnish all labor and material to redesign, upgrade, and provide operation and maintenance services (“the Services”) at the Stratford Intermediate Processing Center (“the IPC”), located at 1410 Honeyspot Road Extension, Stratford, Connecticut 06615.

The Stratford IPC serves the communities who have signed an Inter-Community agreement to form the Southwest Connecticut Regional Recycling Operating Committee (“SWEROC”) via an Agreement between CRRA and SWEROC, and operates via an Agreement between CRRA and a private Contractor.

Request For Proposal (“RFP”) package documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **Monday, April 16, 2012**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at CRRA’s office. Payment should be made by check payable to “Connecticut Resources Recovery Authority.”

There will be a **mandatory pre-proposal conference and site tour for prospective Proposers at the Stratford IPC at 10am, Eastern Time, Thursday, May 3, 2012**. Any prospective Proposer intending to participate in this RFP should notify CRRA by submitting the Notice of Interest Form (Section 3 of the Proposal package documents) to Roger Guzowski (rguzowski@crra.org or (860) 757-7703) by 3pm Eastern Time, Wednesday, May 2, 2012.

Sealed proposals will be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3pm Eastern Time on Thursday, May 24, 2012. Proposals received after the time and date set forth above shall be rejected. All proposals shall remain open for ninety (90) days after the Proposal due date.

Proposals will be opened at CRRA’s convenience on or after the Proposal due date. CRRA reserves the right to waive any informality or informalities in any Proposal or the Proposal process and to reject any or all of the proposals, or any part(s) thereof. Note that all information submitted by Proposer is subject to the Freedom of Information Act.

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

All questions regarding this RFP must be submitted **in writing** to Roger Guzowski, Contract and Procurement Manager, by e-mail (rguzowski@crra.org) by fax (860) 757-7742, or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than Thursday, May 10, 2012. Any firm considering submitting a proposal is prohibited from having any communications about this RFP or any resulting contract with any CRRA staff member or CRRA Board member except Mr. Guzowski.

**REQUEST FOR PROPOSALS
FOR
REDESIGN, UPGRADE, AND OPERATION
& MAINTENANCE SERVICES AT CRRA'S
STRATFORD INTERMEDIATE PROCESSING CENTER**

SECTION 2

INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS

**REDESIGN, UPGRADE, AND PROVIDE OPERATION AND
MAINTENANCE SERVICES**

AT

**CONNECTICUT RESOURCES RECOVERY AUTHORITY
STRATFORD INTERMEDIATE PROCESSING CENTER**

(RFP Number FY12-OP-011)

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1. Introduction

The Connecticut Resources Recovery Authority (“CRRA”) is issuing this Request for Proposals (“RFP”) to obtain from qualified recycling vendors (“Proposers”) proposals for design, upgrade, retrofit and operation/maintenance services for the Stratford Intermediate Processing Center (“IPC”) from July 1, 2013 through June 30, 2023.

The Stratford IPC currently serves the communities who are party to an Inter-Community agreement forming the Southwest Connecticut Regional Recycling Operating Committee (“SWEROC”).

Additional information about CRRA, SWEROC, and the Stratford IPC can be found in the Background Information section of the Information to Proposers (Section 3.1 of the RFP package documents)

The successful Proposer shall, at its sole cost and expense, furnish all equipment, labor and material necessary to perform the Services described (See Section 3) in this Instructions To Proposers and must be able to execute a Service Agreement with CRRA as detailed in Section 7 of this Instructions to Proposer (Section 2 of the RFP package documents).

Successful proposers shall have the ability to utilize available permitted capacity at the Stratford IPC, with or without the SWEROC tons, in order to provide the maximum economic benefit to said proposer, and CRRA, and SWEROC, if applicable, through the term of the Agreement. Tons delivered or caused to be delivered by said proposer independent of CRRA efforts and SWEROC, if applicable, will accrue a greater economic benefit to said proposer.

As part of their proposals, Proposers shall submit pricing as per the enclosed Compensation Form Section 6.3 of the RFP Package Documents. In that pricing form, Proposers should provide pricing both for a scenario in which the tonnage from the SWEROC communities is committed to the facility and for a scenario in which that tonnage is not committed to the facility.

Proposal and performance securities are required.

2. Purpose of the RFP

CRRA has four basic purposes in issuing this RFP that are as follows:

- a. Utilize the IPC to provide single-stream recycling services to the SWEROC communities, market source-separated recyclables from the SWEROC communities, and bring in additional tons of acceptable recyclables from all sources.
- b. To find a contractor to upgrade the existing building and to capitalize the equipment in the facility in order to provide such services to the SWEROC communities; and to operate that upgraded facility.
- c. Enhance the revenue CRRA/SWEROC receives from the recycling operations;
- e. Explore/enhance the recycling process to increase participation and to better achieve CT DEEP's recycling goals as stated in the State Solid Waste Management Plan amended December, 2006.

3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the Proposal due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Agreement For Redesign, Upgrade, and Operation & Maintenance Services for CRRA’s Stratford IPC (the “Agreement”);
 - (2) RFP Package Documents (defined below)
 - (3) Addenda;
 - (4) Contractor’s Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-Proposal documentation submitted prior to the Notice Of Award);
 - (5) Notice Of Award, with Contractor Certification Concerning Gifts and Affidavit Concerning Consulting Fees attached [to be executed by successful Proposer]; and
 - (6) Any written amendments to the Agreement.
- (c) **IPC:** The Connecticut Resources Recovery Authority’s Stratford Intermediate Processing Center.
- (d) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (e) **Notice Of Award:** Written notification from CRRA to the apparent successful Proposer that states that CRRA has accepted such Proposer’s Proposal and sets forth the remaining conditions that must be fulfilled by such Proposer before CRRA executes the Agreement.
- (f) **Project:** The provision by the successful Proposer of operation and maintenance Services for the CRRA Stratford IPC, in accordance with the Contract Documents.
- (g) **Property:** The certain parcel of real property leased by CRRA located at 1410 Honeyspot Road Expansion in Stratford, Connecticut, upon which property CRRA operates a certain sanitary IPC known as the Stratford IPC (the “Stratford IPC”);
- (h) **RFP Package Documents:**
 - 1. Notice To Contractors – Request For Proposals

2. Instructions To Proposers
3. Information For Proposers
 - 3.1. Instructions to Proposers Part 1: Background Information
 - 3.2. Instructions to Proposers Part 2: Existing DEP Permits
 - 3.3. Instructions to Proposers Part 3: Existing Site Map of the Stratford IPC
4. Notice of Interest Form
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 - 6.8. Affidavit Concerning Nondiscrimination
 - 6.9. Background Questionnaire
 - 6.10. Business Disclosure Form
 - 6.11. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
 - 6.12. Business Exception Form
7. Sample Notice Of Award
8. Form of Agreement For Redesign, Upgrade, and Operations & Maintenance Services At CRRA’s Stratford IPC - Processing Option
 - Exhibit A. Scope of Work – Task 1
 - Exhibit B. Scope of Work – Task 2
 - Exhibit C. Scope of Work – Task 3
 - Exhibit D. Definitions
 - Exhibit E. Technical Drawings
 - Exhibit F. Compensation Schedule.
 - Exhibit G. CRRA’s Southwest Permitting, Disposal, and Billing Procedures
 - Exhibit H. Copy of DEP permits
 - Exhibit I. CRRA’s Travel And Expense Reporting Policy And Procedure
 - Exhibit J. Performance Security Form
 - Exhibit K. Payment Security Form
 - Exhibit L. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Con-

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| Exhibit M. | Wage Certification Form |
| Exhibit N. | Schedule of Prevailing Wages |
| Exhibit O. | Contracting Agency Certification Form |
| Exhibit P. | Affirmation Concerning State Ethics Law |
| Exhibit Q. | Affidavit Concerning Nondiscrimination [as submitted in proposal] |
| Exhibit R. | Affidavit Concerning Consulting Fees [to be executed by successful Proposer] |
| Exhibit S. | Contractor's Certification Concerning Gifts [to be executed by successful Proposer] |
| Exhibit T. | CRRA President's Certification Concerning Gifts |

- (i) **Site:** Those areas of the Property upon which any of the Services is to be performed, furnished and completed by the successful Proposer in accordance with the Contract Documents.

Terms used, but not defined, in this Instructions To Proposers shall have the same respective meanings assigned to such terms in the Agreement.

4. REQUEST FOR PROPOSALS

4.1 Overview of CRRA's RFP process

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

- (a) Milestone 1 - Request for Proposals ("RFP"). On April 16, 2012 CRRA issued this RFP.
- (b) Milestone 2 – CRRA to Evaluate Submitted Proposals. After the May 24, 2012 opening of submitted proposals, applicable CRRA staff will evaluate the proposals.
- (c) Milestone 3 – CRRA follow-up interviews with Proposers. Based on CRRA's evaluation of the Proposals received, CRRA may invite one or more Proposers to discuss their proposal or respond to questions from CRRA in order to help CRRA evaluate their proposal .
- (d) Milestone 4 – Selection and Contract Negotiations. A written notice will be sent to the Preferred Proposer(s) notifying it that it has been selected for negotiation of a contract.

- (e) Milestone 5 - CRRA Board of Directors Approval. Upon such time as an acceptable definitive Agreement has been reached with the preferred Proposer, CRRA management will make its selection recommendation to CRRA's Board of Directors for approval.
- (f) Milestone 6 - Notice of Award and Execution of the Agreement. Upon approval of the preferred Proposer by the Board of Directors, CRRA will issue to the approved Proposer a Notice of Award. Two execution copies of the definitive Agreement, along with other documents, will accompany the Notice of Award. Upon execution of the Agreement by the selected Proposer and CRRA, the solicitation process will be deemed complete and the solicitation process closed.

During the entire solicitation process CRRA retains the right to:

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

4.2 **Proposal Dates**

| ITEM | DATE |
|-----------------------------------|-----------------------------|
| RFP Documents Available | Monday, April 16, 2012 |
| Mandatory Pre-Proposal Conference | 10am, Thursday, May 3, 2012 |
| Deadline for Written Questions | Thursday, May 10, 2012 |
| Response to Written Questions | Thursday, May 17, 2012 |
| Proposals Due at CRRA | 3pm, Thursday May 24, 2012 |

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

4.3 **Availability of RFP Package Documents**

Complete sets of the RFP Package Documents may be obtained on the World Wide Web beginning Monday, April 16, 2012 at: <http://www.crra.org> under the “Business Opportunities” page; select the “RFP: Redesign, Upgrade, and Operation & Maintenance Services for CRRA’s Stratford IPC” link.

The RFP Package Documents are in PDF format. All of the forms included in the documents are also available for downloading in Microsoft Word format at the same place on CRRA’s web site where the PDF of the RFP is located. Prospective Proposers can fill the forms out by typing the answers on their computer’s keyboard. The forms can then be printed and submitted with the Proposal. CRRA encourages firms to make use of the downloaded Word forms.

The RFP Package Documents are also available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA’s offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at CRRA’s office. Payment should be made by check payable to “Connecticut Resources Recovery Authority.”

4.4 **Mandatory Pre-Proposal Conference and Site Tour**

CRRA staff will conduct a mandatory pre-proposal conference and tour of the Stratford IPC for prospective Proposers at 10:00 am, Thursday, May 3, 2012. Proposals submitted by any Proposer that does not attend the pre-proposal conference and tour shall be rejected. Alternate times for visiting the IPC will not be allowed.

Prospective Proposers should submit the Notice of Interest Form (Section 4 of the RFP Package Documents) to Roger Guzowski, CRRA Contract and Procurement Manager via via e-mail at rguzowski@crra.org or via fax at (860)757-7742 on or prior to Wednesday May 2, 2012 to register.

5. INFORMATION FOR PROPOSERS

Background and historical information about the project is included as Section 3 of the RFP Package Documents (Information for Proposers). This information is provided solely to assist prospective proposers to develop their proposals.

6. PROPOSAL SECURITY

Each proposal shall be accompanied by a Proposal Security

6.1 Amount of Proposal Security

Each proposal shall be accompanied by a Proposal Security.

The Proposal Security shall be in the amount of **Ten Thousand Dollars (\$10,000)**.

6.2 Type of Security

The following are the acceptable forms of Proposal Security:

- a. A cashier's check;
- b. A certified check; or
- c. A bid bond in the form included in **Section 5 of the RFB Package Documents**.

The Proposal Security shall be made payable to CRRA.

Any bid bond submitted as Proposal Security shall be in the form provided for such bid bond in Section 3 of the RFB Package Documents and such bid bond shall be executed and issued by a surety company acceptable to CRRA. Any bid that does not contain the above requisite Proposal Security or any bid that contains Proposal Security that does not comply with the foregoing requirements shall be rejected as non-responsive.

6.3 Disposition of Proposal Security

The Proposal Security of the successful proposer will be retained until such proposer has executed the Agreement, furnished the required contract security and satisfied all other conditions of the Notice of Award, including execution and submission of the Contractor's Certification Concerning Gifts, whereupon such Proposal Security will be returned.

If the successful proposer fails to affirm and respond to the Notice of Selection to Begin Contract Negotiations, within fourteen (14) days after the issuance of such Notice, CRRA may annul the Notice Of Selection to Begin Contract Negotiations, and the Proposal Security of that proposer shall be forfeited.

The Proposal Security of other proposers whom CRRA believes to have a reasonable chance of receiving the award may be retained by CRRA until the earlier of the seventh (7th) day after the Effective Date of the Agreement or ninety (90) days after the bid due date, whereupon the Proposal Security furnished by such proposers will be returned. Proposal Security with proposals that are not competitive will be returned within seven (7) days after the opening of such proposals.

7. SELECTION AND CONTRACT NEGOTIATION

A written notice from CRRA will be sent to the Preferred Proposer(s) notifying it that it has been selected for negotiation of a contract(s). Such negotiations will be governed by the terms of Section 8 of this Instructions to Proposers.

In negotiation of the contract, the Proposer(s) will have the following obligations:

- negotiate the contract(s) in good faith;
- provide in a timely manner clarifications or additional information requested by CRRA during negotiations;
- attend meetings with CRRA and its Board, as necessary, to negotiate, obtain approval for and execute the contract; and
- bear all of its costs and expenses for contract negotiations and approval.

The Proposer and Contractor recognize that CRRA has no liability to any party until a contract is approved, and only to the extent provided for in such contract.

8. SERVICE AGREEMENT

The successful Proposer will be required to execute a written agreement, “Agreement For The Redesign, Upgrade, And Operation & Maintenance Services at CRRA’s Stratford IPC” (the “Agreement”). The form of this Agreement is included as **Section 8 of the enclosed RFP Package Documents**. Except as otherwise set forth in section 8.2 below, by submitting a proposal, the Proposer substantially agrees to all the terms and conditions of this attached Agreement, other than as set forth on the Business Exception Form (Section 6.12 of the RFP Package Documents).

The successful Proposer will be responsible, at its sole cost and expense, for undertaking the Services.

The award of any Agreement for the services will be made, if at all, to the Proposer whose evaluation by CRRA results in CRRA determining that such award to such Proposer is in

the best interests of CRRA. However, the selection of a Proposer and the award of such Agreement, while anticipated, are not guaranteed.

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

8.1 Scope of Services

The Services to be conducted pursuant to this RFP and the resulting Agreement are more particularly described in **Exhibit A** and **Exhibit B** to the Agreement. Specific instructions about how the Services are to be performed are included in the Agreement. Proposers proposals must incorporate all of the tasks.

Assuming that this RFP results in a Service Agreement, that Agreement will be divided into specific tasks as specified below.

Task 1 - Develop Engineering Plans And Technical Specifications

The successful Proposer will develop engineering plans and technical specifications for the upgrade and retrofit of CRRA's Stratford IPC. Such plans and specifications shall include replacing and upgrading fiber and container processing systems so as to maximize the IPC's overall efficiency and maximize the economic benefit to CRRA from the IPC's processing, and commodity sales. Such plans and specifications shall also include proposed upgrades and modifications to the IPC building. Such engineering plans and technical specifications must be sufficient to support Task 2 activities (Construct and Upgrade the IPC).

Under Task 1, the successful Proposer will also be responsible for providing support to CRRA in obtaining the necessary permit approvals from CT DEEP. It is possible that modifications of the permits to construct and to operate may be required to accommodate the changes in the IPC envisioned by this RFP. CRRA will be responsible for obtaining the permit approvals, but the successful Proposer must cooperate with CRRA in obtaining the approvals and provide to CRRA plans and engineering drawings sufficient to secure and maintain the approvals.

Specifically, the successful Proposer will be required to prepare an Operations and Maintenance (O&M) Plan and engineering drawings for the proposed residential fiber and container processing systems and for modifications of the IPC building. The O&M Plan and engineering drawings will be included in the permit modification application(s). The O&M Plan and engineering drawings must conform to the guidance provided by CT DEEP in "Guidelines for Completing the Facility Plan for a Permit to Construct and Operate a Recycling Facility" (**See Information for Proposers Part 3**).

Further terms and details regarding the scope of services for Task 1 are included as Exhibit A of the Form of the Agreement (Section 8 of the RFP Package Documents)

Task 2 – Construct And Upgrade The IPC

Using the engineering plans and technical specifications from Task 1, and following notice from CRRA to proceed to Task 2 Services, the Contractor shall at its sole cost and expense provide all the required labor, equipment, materials, and supervisory work necessary to construct and achieve the upgrade, replacement and retrofit of the new Stratford IPC.

Throughout the term of Task 2, the Contractor shall be responsible for diverting recyclables from the Stratford IPC to another facility approved by CRRA, whose approval will not be unreasonably withheld.

Further terms and details regarding the scope of services for Task 2 are included as Exhibit B of the Form of the Agreement (Section 8 of the RFP Package Documents)

Task 3 – Operate And Maintain The IPC

The successful Proposer shall provide operation and maintenance services for the upgraded and retrofitted IPC. Such services shall be provided from the date CRRA notifies the successful Proposer that final completion of Task 2 has been achieved until June 30, 2023. There shall be an option for a five year extension of the Agreement exercisable by CRRA at CRRA's sole and absolute discretion.

The selected Proposer shall be responsible for all activities within the IPC, including, but not limited to, the following:

- a. Operating and maintaining the processing systems in the most efficacious manner to ensure compliance with performance guarantees required in the new Agreement;
- b. Product marketing (unless CRRA is able to obtain better market pricing for any of the recyclable commodities received);
- c. Residue disposal for any residue generated from the processing or transfer operation;
- d. Providing management, supervision, personnel, labor, materials, equipment, services and supplies necessary to operate, maintain and repair the IPC, except that CRRA will be responsible for the operation of the scales in the new IPC;
- e. Maintenance of the scales and scalehouse; and
- f. Reconciling market weights with CRRA scale house weights on a monthly basis.

Further terms and details regarding the scope of services for Task 3 are included as Exhibit C of the Form of the Agreement (Section 8 of the RFP Package Documents)

8.2 *Negotiation of Exhibit B, Exhibit C, and Exhibit D to Form of Agreement*

CRRA recognizes that the services in Task 2 and Task 3, as outlined in section 7.1 above, and as further described in Exhibit B and Exhibit C of the Form of the Agreement cannot be fully detailed until after proposals are received from the Proposers. As such, the terms and scope of services contained in Exhibit B and Exhibit C will be substantially negotiated with the successful proposer after the proposals are received, as detailed in Section 7 of this Instructions to Proposers. Further, CRRA reserves the right to add or modify any of the definitions contained in Exhibit D of the Form of the Agreement as it deems appropriate during contract negotiations regarding Exhibit B and Exhibit C.

8.3 *Technical Drawings*

The technical drawings as submitted in the successful Proposer's Proposal shall be incorporated into the Agreement as **Exhibit E**.

Existing drawings of the facility to assist Proposers in developing their proposal are included as part 2 of the Information For Proposers (Section 3.2 of the RFP Package Documents).

8.4 *Compensation to CRRA*

For some of the tasks incorporated in the Scope of Services (Exhibits A, B and C of the Agreement), the successful proposer will be responsible for paying compensation to CRRA as per the terms of **Exhibit F** of the Agreement.

8.5 *Performance Security and Payment Security*

In addition to the Proposal Security detailed in section 6 of this Instructions to Proposers, the successful Proposer will be required to furnish the following Performance Securities, throughout the term of the Agreement, which are detailed in Section 4 of Exhibit A of the Agreement for Task 1, and which will be negotiated and included in Exhibits B and C of the Agreement for Tasks 2 and 3.

The form for performance securities as detailed herein is enclosed as **Exhibit J** of the Form of the Agreement. The form for payment securities as detailed herein as **Exhibit K** of the form of the Agreement.

9. Permits

9.1 Existing permits

Information regarding existing DEP permits for the Stratford IPC is included in Part 2 of the Information For Proposers (Section 3.2 of the RFP Package Documents). The information provided therein is provided solely to assist Proposers in developing their proposals.

9.2 Responsibilities for maintaining or modifying permits

Section 3.10 of the Form of the Agreement (Section 8 of the RFP package documents) outlines permits affecting the Stratford IPC and clarifies which permits are the responsibility of the Contractor and which are the responsibility of CRRA.

10. Addenda and Interpretations

CRRA may issue Addenda to the RFP Package Documents that shall, upon issuance, become part of this package and binding upon all potential or actual Proposers for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Proposers. Any request for interpretation or clarification of any documents included in the RFP Package Documents must be **submitted in writing to Roger Guzowski (rguzowski@crra.org), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722).** To be given consideration, any such written request must be received by CRRA by **May 10, 2012.**

Addenda, if any, will be e-mailed to all persons who submit the CRRA a Notice of Interest Form (Section 4 of the RFP Package Documents). Such addenda will also be posted on CRRA's web site (<http://www.crра.org> on the "Business Opportunities" page under the "RFP: Redesign, Upgrade, And Operation & Maintenance Services At CRRA's Stratford IPC" heading).

Such addenda will be mailed/e-mailed and posted on the web site no later May 17, 2012.

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

11. Proposal Submittal Procedures

Sealed Proposals shall be submitted no later than 3:00 p.m., Eastern Time, Thursday, May 24, 2012 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Roger Guzowski. Proposals received after the time and date set forth above shall be rejected.

Each Proposer must submit one (1) original and three (3) copies of its Proposal. The original Proposal shall be stamped or otherwise marked as such.

Each Proposal (the original and three copies) shall be enclosed in a sealed envelope that shall be clearly marked “Proposal For Redesign, Upgrade, and Operation & Maintenance Services for CRRA’s Stratford IPC”

Proposals shall remain open and subject to acceptance for ninety (90) days after the Proposal due date.

The terms and conditions of the Agreement are substantially included in the Form of the Agreement (Section 8 of the RFP Package Documents). Any potential Proposer who cannot substantially agree to the terms therein should not submit a Proposal.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the Proposal due date.

12. Proposal Contents

Proposals shall be submitted on forms provided by CRRA as part of this Proposal package, all of which forms must be completed with the appropriate information required and all blanks on such forms filled in.

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

- (a) Title page, including the title of the project, the name of the Proposer and the date the Proposal is submitted;
- (b) Cover letter, signed by a person authorized to commit the Proposer to the contractual arrangements with CRRA, which includes the following:
 - (1) The name of the Proposer;
 - (2) The legal structure of the Proposer (e.g., corporation, joint venture, etc.);
 - (3) A clear statement indicating that the attached Proposal constitutes a firm and binding offer by the Proposer to CRRA considering the terms and conditions outlined in the RFP and noting any technical exceptions taken thereto; and
 - (4) The Proposer’s promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 13 of this Instructions To Proposers);
- (c) Table of Contents;
- (d) Proposal description and drawings, including a list of equipment which the Proposer uses to complete the Services, drawings of the Proposer’s proposed layout of the equipment and the facility, and a description of how the Proposer intends to source additional recyclable materials for the operation of the facility.

- (e) Proposal Security (as per Section 6 of this Instructions To Proposers);
- (f) The Proposal Form (Section 6.1 of the RFP Package Documents), with Addenda, if any, listed in the appropriate place (Page 3), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement section (Page 8);
- (g) The completed Issues and Questions to be Addressed Form (Section 6.2 of the RFP Package Documents);
- (h) The completed Proposal Payment Rate Schedule Form (Section 6.3 of the RFP Package Documents);
- (i) The completed Background And Experience Form (section 6.4 of the RFP Package Documents);
- (j) The completed References Form (Section 6.5 of the RFP Package Documents);
- (k) The completed Subcontractor Identification Form (Section 6.6 of the RFP Package Documents);
- (l) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 6.7 of the RFP Package Documents), with the Proposer's most recent EEO-1 data attached if the Proposer wishes such data to be considered in the evaluation of its Proposal;
- (m) The completed Affidavit Concerning Nondiscrimination (Section 6.8 of the RFP Package Documents), with the Proposer's nondiscrimination policies and procedures attached;
- (n) The completed Proposer's Background Questionnaire (Section 6.9 of the RFP Package Documents);
- (o) The completed Proposer's Disclosure Form (Section 6.10 of the RFP Package Documents); and
- (p) A copy of the Proposer's up-to-date certificate of insurance showing all current insurance coverage.

Proposers should not include in their Proposals other portions of the RFP Package Documents (e.g., this Instructions To Proposers or the Agreement).

A Proposer may include additional information as an addendum/appendix to its Proposal if the Proposer thinks that it will assist CRRA in evaluating the Proposer's Proposal. A Proposer should not include information that is not directly related to the subject matter of this solicitation.

13. Proposal Opening

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

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

14. Proposal Evaluation

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

15. Evaluation Criteria

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

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

15.1 Affirmative Action Evaluation Criteria

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

- a. The Proposer's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 5.7 of the RFP Package Documents));
- b. The Proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 5.7 of the RFP Package Documents));
- c. The Proposer's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative

- Action, Small Business Contractors And Occupational Health And Safety (Section 5.7 of the RFP Package Documents));
- d. The Proposer’s submission of EEO-1 data indicating that the composition of its Services force is at or near parity when compared to the racial and sexual composition of the Services force in the relevant labor market area (See Section 11(j) of this Instructions To Proposers); and
 - e. The Proposer’s promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 11(b) of this Instructions To Proposers).

16. Contract Award

After a proposal has been selected and a final Scope of Services for Exhibit B and Exhibit C has been negotiated between the proposer and CRRA, the successful Proposer will be required to execute a written agreement with CRRA.

The form of this Agreement is detailed in Section 8 of these RFP package documents – “AGREEMENT FOR REDESIGN, UPGRADE AND OPERATION AND MAINTENANCE SERVICES AT CONNECTICUT RESOURCES RECOVERY AUTHORITY STRATFORD IPC” (the “Service Agreement”).

The successful Proposer will be responsible, at its sole cost and expense, for undertaking the Services.

If the contract is to be awarded, CRRA will issue to the successful Proposer(s) a Notice Of Award within ninety (90) days after the Proposal due date.

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

17. Contractor’s Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful Proposer(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFP and the date the Agreement is executed. If the apparently successful Proposer does not execute the Certification, it will be disqualified for the Agreement. The dates between which the Proposer may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice Of Award included in the RFP Package Documents (see Exhibit S to Section 8 of the RFP Package Documents).

18. Prevailing Wage

A portion of the Services negotiated in Exhibits B may be subject to *Connecticut General Statutes*. If, based on the Proposer's Proposal, the scope of work is subject to the Prevailing Wage provisions of the *Connecticut General Statutes*, in submitting this proposal, the Proposer hereby agrees to comply with all such provisions including the forms included herein as Exhibits K, L, and M of Section 8 of the RFP Package Documents).

19. Ethics Certificate

A portion of the Services negotiated in Exhibit B may be subject to the terms of Section 1-101qq of the *Connecticut General Statutes*. If such services are subject to the terms of Section 1-101qq of the *Connecticut General Statutes*, in submitting this proposal, the Proposer hereby agrees to comply with all such provisions including completing the form contained as Exhibit P "Affirmation Concerning State Ethics Law"

20. Proposer's Qualifications

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

21. Proposal Preparation And Other Costs

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

22. Communications With CRRA Staff and Board Members

Except as otherwise authorized by this Instructions To Proposers, during the period while the RFP process is active (i.e., from the date CRRA issues the RFP until the date the successful Proposer accepts the Notice Of Award), contractors contemplating or preparing Proposals are prohibited from having any communications about this RFP or any resulting contract with any CRRA staff member or CRRA Board member. A contractor's RFP submission shall be rejected if any of the foregoing ex parte communications take place.

**REQUEST FOR PROPOSALS
FOR
REDESIGN, UPGRADE, AND OPERATION
& MAINTENANCE SERVICES AT CRRA'S
STRATFORD INTERMEDIATE PROCESSING CENTER**

**SECTION 3
INFORMATION FOR PROPOSERS**

Includes:

- 3.1 Background Information**
- 3.2 Existing DEP permits**
- 3.3 Existing Site Map of Stratford IPC**

1. 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 has the responsibility for developing and implementing environmentally sound solutions and best practices for solid waste disposal and recycling on behalf of, and in the best interests of the municipalities and residents of the State of Connecticut.

CRRA was created by an act of the Connecticut General Assembly in 1973 to provide solid waste management services to municipalities and businesses. CRRA is a public instrumentality and political subdivision of the State of Connecticut. CRRA has the responsibility for developing and implementing environmentally sound solutions and best practices for solid waste disposal and recycling on behalf of, and in the best interests of the municipalities and residents of the State of Connecticut.

CRRA is authorized to issue and sell its bonds and notes to provide solid waste management services and to enter into contractual arrangements with the private sector where such arrangements will best accomplish CRRA's purposes.

2. SOUTHWEST CONNECTICUT REGIONAL RECYCLING OPERATING COMMITTEE ("SWEROC")

The following 10 Connecticut municipalities are signatories to an Inter-Community Agreement for the purpose of providing regional solid waste recycling services: Bridgeport, East Haven, Easton, Fairfield, Milford, Monroe, Orange, Stratford, Westport & Woodbridge. The 10 municipalities that are signatories to the Inter-Community Agreement have a 2010 population of approximately in excess of 400,000.

The current SWEROC agreement continues through 2018, unless extended or terminated earlier.

Through the Inter-Community Agreement, these contracting municipalities established the Southwest Connecticut Regional Recycling Operating Committee ("SWEROC"). Pursuant to Connecticut state statute, SWEROC constitutes a public instrumentality and political subdivision of the State created for the performance of an essential public and governmental function. As part of their obligations under the Inter-Community Agreement, the contracting municipalities agreed to be bound by, and obligated to, the decision and actions of SWEROC pursuant to the powers and authority granted to SWEROC in the Inter-Community Agreement.

3. CRRA, SWEROC AND THE STRATFORD IPC

There are 3 different agreements that affect this arrangement:

- a.) There is the inter-local agreement among the communities that form SWEROC.
- b.) There is an agreement between CRRA and SWEROC that sets forth the duties and responsibilities between the two parties.
- c.) There is an Agreement between CRRA and a Contractor to maintain and operate the IPC (see Form of Agreements contained within Section 8 or Section 9 of the RFP Package Documents)..

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

The current agreement between CRRA and SWEROC extends through June 30, 2014, with an option to extend for up to four additional years. This RFP herein is expected in part to be the basis for a future agreement or relationship between CRRA and the SWEROC municipalities.

CRRA developed the Stratford Intermediate Processing Center (“IPC”) in 1992 and began operations in 1993. CRRA operates the current IPC pursuant to permits issued to CRRA by the Connecticut Department of Environmental Protection (“CTDEP”). The current IPC is located at 1410 Honeyspot Road Extension in Stratford, Connecticut, and currently consists of 46,000 square feet of processing area. While it is currently operated as a transfer facility, the IPC does include functioning but aged equipment to accept, process and prepare for market paper fiber (old newspaper (ONP), old corrugated cardboard (OCC) and mixed paper) and commingled containers (glass, metal and plastic food and beverage containers). The IPC also includes approximately 14,000 square feet for an Education Center and offices. There is also a separate scale house of 375 square feet.



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PERMIT TO OPERATE

PERMITTEE: Connecticut Resource Recovery Authority
FACILITY ADDRESS: 1410 Honeyspot Road Ext.
PERMIT No.: 1380837-PO

Pursuant to Section 22a-208a of the Connecticut General Statutes ("CGS") and Section 22a-209-4 of the Regulations of Connecticut State Agencies ("RCSA"), a PERMIT TO OPERATE IS HEREBY ISSUED by the Commissioner of Environmental Protection ("Commissioner") to Connecticut Resource Recovery Authority ("Permittee") to operate the solid waste intermediate processing center ("Facility") located at 1410 Honeyspot Road Ext., Stratford CT. Subsequently, the Permit to Operate No. 1380237-PO/R issued on March 15, 2000 IS HEREBY REVOKED for administrative purposes.

TERMS AND CONDITIONS

1. As used in this permit, the following definitions apply:

"Commingled Recyclables" means (1) a combination of metal, glass, and plastic containers, or (2) mixed paper.

"Commissioner" means the Commissioner of the Department of Environmental Protection or the Commissioner's designee.

"Day" means calendar day.

"Department" means the Department of Environmental Protection.

"Mixed Paper" means recyclable solid waste which is a combination of differing grades of source-separated recyclable paper including corrugated cardboard and newspaper.

"P.E." means Professional Engineer licensed in the state of Connecticut.

"Processing" means the practice by which either the physical characteristics or the volume of solid waste accepted at the Facility is being altered through separating, sorting, baling, shredding, crushing, grinding, chipping, compacting, consolidation, transfer or reworking as part of the recycling and/or volume reduction operation(s).

"Recovered Materials" means processed solid wastes which are ultimately delivered to a market or other permitted recycling or reclamation facility.

"Residue" means all solid waste as defined in CGS Section 22a-207, other than recovered materials, remaining after handling and processing of the incoming waste stream.

2. The Permittee is authorized to operate the Facility in accordance with Application Nos. 200402856 and 200700025, including but not limited to the documents and specifications incorporated herein by reference:
- Application form(s) dated November 12, 2004 and January 4, 2007;
 - Operations and Management Plan dated January 2007;
 - Site Plan prepared by Frederick R. Harris, Inc. dated May 4, 1992; and
 - Processing Facility and Operations Area Plan prepared by Frederick R. Harris, Inc. dated May 4, 1992.

The Permittee shall maintain records of all documents comprising and all data pertaining to the applications mentioned in this condition, as well as any supplemental information submitted to the Department in connection with such applications. Any inaccuracies found in the information submitted by the Permittee may result in revocation, reissuance, or modification of this permit, and civil or criminal enforcement actions.

3. The Permittee shall comply with all terms and conditions of this permit. This permit consists of the conditions contained herein and the specifications contained in the application documents, except where such specifications are superseded by the more stringent conditions contained herein. Violation of any provision of this permit is subject to enforcement action pursuant, but not limited to, CGS Sections 22a-6, 22a-208, 22a-225 and 22a-226.
4. The Permittee shall make no changes to the specifications and requirements of this permit, except in accordance with law.
5. The Permittee shall submit for the Commissioner's review and written approval all necessary documentation supporting any proposed physical/operational upgrades, improvements and/or minor changes in the Facility design, practices or equipment. The Commissioner may issue a written approval only if, in the Commissioner's judgment, the proposed physical/operational upgrades, improvements and/or minor changes: (a) are deemed necessary for a better and more efficient operation of the Facility; (b) are not significantly changing the nature of the Facility, or its impact on the environment; and (c) does not warrant the issuance of a permit or authorization pursuant to CGS Section 22a-208.
6. The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Any document or action which is due or required on a Saturday, Sunday or a legal state/federal holiday shall be submitted or performed by the next business day thereafter.
7. To the extent that any term or condition of this permit is deemed to be inconsistent, or in conflict, with any term or condition of Permit to Construct No. SW-1380106 issued on October 19, 1990, which was amended and transferred to CRRA on August 19, 1993, including any modifications thereto and approved prior to this permit, or with any data or information contained in the application, or any other documents incorporated by reference in this permit, the term or condition of this permit shall control and remain enforceable against the Permittee.
8. The Permittee is authorized to operate the Facility in accordance with all applicable law, including this permit. Unless otherwise approved in writing by the Commissioner, the Permittee is authorized to receive waste Monday-Saturday 6:00am-6:00pm and process waste Monday-Saturday 6:00 am-11:00pm.
9. The Permittee shall receive and process at the Facility no more than a total of 500 tons/day (TPD) of the following types of solid waste: (a) commingled glass, plastic and metal containers; (b) cardboard; and (c) mixed paper, newspaper and magazines. The Permittee shall not exceed the processing and storage limits established by this permit. Solid waste, other than those listed herein, shall not be accepted, processed, treated, stored, transported or disposed off-site, or otherwise processed at the Facility without prior written approval of the Commissioner.

10. The Permittee shall store and handle solid waste at the Facility only in the designated areas as identified in the drawings referenced in Condition No. 2 of this permit, in accordance with, but not limited to the following specifications:

| Area | Waste Type | Amount (cy) | Storage Specifications |
|-------|--|----------------|-----------------------------------|
| A | Received commingled containers | 1,200 | Piles/Containers on Tipping Floor |
| B | Received paper fiber | 1,400 | Piles/Containers on Tipping Floor |
| C | Paper fiber/Container Product Bales | 2,000 | On Tipping Floor |
| D | Crushed Glass | 250 | Concrete Storage Bunkers |
| E | Paper fiber/Container Product Bales | 200 | On Tipping Floor |
| F | Residues (Bales and/or Roll-offs) | 200 | On Tipping Floor |
| Total | | 5,750 | |

- a. **Processing and storage of commingled glass, plastic and metal containers:**
 The processing of commingled glass, plastic and metal containers shall be conducted only in the designated “Process Operations Area” of the facility, and processed on a first in/first out basis. This area shall be equipped with adequate ventilation, fire protection systems and an impervious floor.
 The commingled containers shall be transferred from the tipping floor via an in-ground conveyor system to a vibratory screen in which glass fines (material less than 2 inches) shall be removed and transferred to the appropriate storage area for off-site transport. The remaining containers shall be transferred via a conveyor to the picking stations in which the following containers shall be removed via a manual sort and transferred to the appropriate storage bunkers and baled: HDPE#2 natural containers (e.g., milk bottles); HDPE#2 pigmented containers (e.g., detergent bottles); non-deposit PET containers and aluminum pie plates.
 The remaining containers shall be transferred via a second conveyor and ferrous containers shall be removed via an electro-magnet and transferred to the appropriate storage bunker and baled.
 The containers shall be transferred via a third conveyor to the “Glass Processing Area” in which flint, green and amber colored glass containers are removed via a manual sort and transferred to the appropriate chute in which the containers are crushed and discharged to the appropriate storage bunker.
 The remaining aluminum containers shall be removed via a manual sort and transferred to the appropriate storage bunker and baled. Any large residue items remaining are removed to a two (2) cubic yard hopper and emptied into the onsite MSW compactor.
- b. **Storage of cardboard, mixed paper, newspaper and magazines:**
 The processing of paper fiber (i.e., cardboard, mixed paper, newspaper and magazines) shall be conducted only in the designated “Process Operations Area” of the facility, and processed on a first in/first out basis. This area shall be equipped with adequate ventilation, fire protection systems and an impervious floor.
 The paper fiber shall be transferred from the tipping floor via an in-ground conveyor system to the picking stations in which the following items shall be removed via a manual sort and transferred to the appropriate storage bunkers and baled: old corrugated cardboard and brown bags; remaining cardboard and paper bags and office paper. All remaining

items, including old newspaper, are removed via a manual sort and transferred to the appropriate storage bunker and baled. Any large residue items remaining are removed to a two (2) cubic yard hopper and emptied into the onsite MSW compactor.

- c. **Storage of MSW** shall be confined to the compactors hopper/ container systems and shall not exceed eighty (80) cubic yards and shall be limited to no more than 48 hours, with the exception of legal holiday weekends.

11. The Permittee shall:

- a. Store solid waste on-site in conformance with proper fire control measures. Routine maintenance and inspections of all fire control equipment shall be conducted in accordance with manufacturer's specifications.
- b. Ensure that all solid waste accepted at the Facility is properly handled on-site, processed, stored and transported to markets or other solid waste processing or disposal facilities permitted to accept such solid waste.
- c. Ensure that any unacceptable\incidental solid waste inadvertently received, or solid waste which is unsuitable for processing at the Facility is: (1) promptly sorted, separated, isolated and temporarily stored in a safe manner prior to off-site transport; (2) recorded and reported in the quarterly report required by Condition No. 15 of this permit; and (3) disposed at a facility lawfully authorized to accept such waste. No more than thirty (30) cubic yards of unacceptable waste shall be stored on-site unless authorized by the Commissioner. A spare container shall be available for any storage emergency.
- d. Contingent storage of incidental mercury-containing lamps, used electronics and mixed batteries classified as universal wastes that is inadvertently delivered to the Facility as part of a load shall be in accordance with the requirements of the Universal Waste Management Regulations (RCSA Sections 22a-449(c)-113 and 22a-209-17). The storage container(s) shall be located in an area of the Facility that will not interfere with other permitted activities.
- e. Provide expeditious notification about any emergency incident (explosion, accident, fire, release, or other significant disruptive occurrence) which: (1) significantly damaged equipment or structures; (2) interrupts the operation of the Facility for greater than 24 hours; (3) results in an unscheduled Facility shutdown or forced diversion of solid waste to other solid waste facilities; (4) could reasonably create a source of pollution to the waters of the state; or (5) otherwise threatens public health. Such notification required under this condition shall: (a) be within 24 hours of the emergency incident; (b) be verified to the Solid Waste Program in the Waste Engineering and Enforcement Division of the Bureau of Materials Management and Compliance Assurance by phone at (860) 424-3366, or at another current publicly published number for the Solid Waste Program, or by facsimile at (860) 424-4059; (c) be followed by a written report within 30 days of the emergency incident detailing the cause and effect of the incident, remedial steps taken and emergency backup used or proposed to be implemented; (d) be recorded in a log of emergency incidents. In addition to the notification requirements above, the Permittee shall comply with all other applicable reporting or notification requirements regarding the emergency incident including but not limited to, reporting required by CGS Section 22a-450.

- f. Prevent the spillage of solid waste from transfer containers during on-site maneuvering/storage and off-site transport, cover each loaded container before transportation off-site and instruct the haulers to keep the containers covered during off-site transportation. Maintain at the Facility's premises removal of any litter on a daily basis.
 - g. Operate the Facility in a safe manner and control fire, odor, noise, spills, vectors, litter and dust emissions levels in continuous compliance with all applicable requirements, including OSHA.
 - h. Process, store or otherwise handle at the Facility all solid waste received in such a manner as to avoid any spillage, nuisance and protect the public health and the environment.
 - i. Have available for review by the Commissioner, the manufacturer's operation and maintenance manuals for each major piece of fixed processing equipment (e.g. balers; conveyors; compactors; storage tanks) installed at the Facility.
12. The Permittee shall ensure that all recyclable wastes accepted are segregated so that no wastes are commingled which would or could potentially contaminate the recyclables, thereby rendering the recyclables unmarketable. Processing of wastes shall be conducted in such a manner that will not cause contamination of the recyclable product.
13. The Permittee shall have an operator, certified pursuant to Section 22a-209-6 of RCSA, present at all times during Facility operation. All individuals under the supervision of such certified operator shall have sufficient training to identify waste received at the Facility which is not permitted to be received, or is unsuitable for processing, and take proper action in handling such waste.
14. The Permittee shall: (a) control all traffic related with the operation of the Facility in such a way as to mitigate queuing of vehicles off-site and excessive or unsafe traffic impact in the area where the Facility is located; (b) ensure that, except as allowed pursuant to RCSA Section 22a-174-18(b)(3), trucks shall not be left idling for more than three (3) consecutive minutes; and (c) prominently post and maintain signs limiting such truck idling time within the Facility (i.e. entrance, scale, tipping floor and unloading/loading areas).
15. The Permittee shall maintain daily records as required by Section 22a-209-10(13) of RCSA and Sections 22a-208e and 22a-220 of CGS. Based on such records, the Permittee shall prepare monthly summaries including, but not limited to, the following information:
 - a. Origin, type and quantity of solid waste received including unacceptable waste and universal waste.
 - b. Destination to which solid waste including unacceptable waste and universal waste from the Facility were delivered for disposal or recycling, including quantities delivered to each destination.

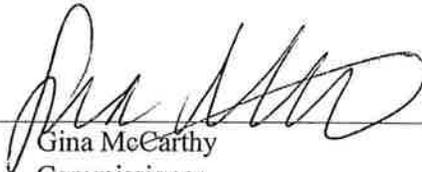
The monthly summaries required pursuant this condition shall be submitted quarterly directly to the Bureau of Materials Management and Compliance Assurance, Solid Waste Program no later than January 31, April 30, July 31, October 31, of each year on forms prescribed by the Commissioner.

16. Unless otherwise specified in writing by the Commissioner, any documents required to be submitted under this permit shall be directed to:

Lauren Kostiuk
Waste Engineering and Enforcement Division
Bureau of Materials Management and Compliance Assurance
Department of Environmental Protection
79 Elm Street, Hartford, CT 06106-5127

17. Nothing herein authorizes any person, municipality or authority to hinder municipal or regional solid waste recycling efforts. All activities conducted by the Permittee at the Facility shall be in accordance with the documents submitted as part of the application and in compliance with the adopted Connecticut State Solid Waste Management Plan.
18. Any document, including, but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by a duly authorized representative of the Permittee, as defined in Section 22a-430-3(b)(2) of the RCSA, and by the individual or individuals responsible for actually preparing such documents, each of whom shall certify in writing as follows: "I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement in the submitted information may be punishable as a criminal offense." Any false statement in any document submitted pursuant to this permit may be punishable as a criminal offense in accordance with Section 22a-6 of the CGS, pursuant to Section 53a-157 of the CGS, and in accordance with any other applicable statute.
19. This permit is subject to, and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material, nor any exclusive privileges, and is further subject to, any and all public and private rights and to any federal, state or local laws or regulations pertinent to the Facility or activity affected thereby.
20. Nothing in this permit shall affect the Commissioner's authority to institute any proceeding or to take any actions to prevent violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law.
21. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local laws.
22. The terms and conditions of Permit to Operate No. 1380237-PO/R issued on March 15, 2000, are hereby superceded and replaced by the terms and conditions of this permit.
23. This permit shall expire five (5) years from the date of issuance) and may be revoked, suspended, modified, renewed, or transferred in accordance with applicable laws.

Issued on this 21st day of June, 2007

By 
Gina McCarthy
Commissioner

Application Nos. 200402856 and 200700025
Permit to Operate No. 1380837-PO
Permittee - Certified Mail # 7002 2030 0006 5681 9775

Certified to be a true copy of a document in
the file of the Department of Environmental
Protection, Waste Management Bureau.

Name: Maureen A. Flannery
Title: Clerk Typist
Date: June 28, 2007



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



June 28, 2007

Mr. Peter W. Egan
Director of Environmental Affairs and Development
Connecticut Resource Recovery Authority
100 Constitution Plaza
6th Floor
Hartford, CT 06103

RECEIVED

JUL 05 2007

CRRA
OPERATIONS

Subject: Permit to Operate an Intermediate Processing Center
Application Nos. 200402856 and 200700025

Dear Mr. Egan:

Please find the enclosed certified copy of your permit to operate the intermediate processing center located at 1410 Honeyspot Road Ext. in Stratford, CT.

If you have any questions concerning your permit, please contact Lauren Kostiuk of the Waste Engineering and Enforcement Division at 860-424-3155.

Sincerely,

for Gabrielle Frigon
Supervising Environmental Analyst
Waste Engineering and Enforcement Division
Bureau of Materials Management and Compliance Assurance

GF:lk
Enclosure



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



July 19, 2007

Mr. Peter W. Egan
Director of Environmental Affairs and Development
Connecticut Resources Recovery Authority (CRRA)
100 Constitution Plaza, Hartford, CT 06103

RECEIVED
JUL 23 2007
CRRA
ENVIRONMENTAL

Re: CRRA's Intermediate Processing Center (IPC), 1410 Honeyspot Road Extension, Stratford, CT.
Site improvements and equipment upgrades for the permitted recycling facility

Dear Mr. Egan:

This is in response to your letter dated 7/11/07 submitted to the Department for evaluation and issuance of a written approval. The letter describes CRRA's intention is to start implementing various site improvements, including the replacing of the old equipment with new state-of-the art processing equipment in order to increase the recycling efficiency of the existing facility.

Based on condition No. 5 of the Permit to Operate No. 1380837-PO issued on 6/21/07, **your request is approved**, provided that CRRA will ensure compliance with the following:

1. The construction activities related with the proposed site improvements and upgrades will not significantly disrupt or have any adverse impact on the existing (or downgraded) recycling activities.
2. As needed, the existing processing activities may be scaled down. The received recyclables may be reloaded from the tipping floor in trucks for off-site shipments to other permitted recycling facilities. Also, selected incoming loaded trucks can be directly diverted to such recycling facilities.
3. As appropriate, continuous compliance with all applicable conditions specified in the current Permit to Operate noted above will be maintained.
4. The impact of the proposed diversion of recyclables to other permitted IPCs proposed to be used during this period of time, will be minimized through day-to-day careful planning and close supervision of all related reloading, bypassing and trucking activities.
5. No later than 30 days after the construction activities are finalized, the following two (2) "as-built" drawings (certified by a professional engineer licensed to practice in CT) will be prepared and submitted to the Department.
 - Site Plan (incorporating all constructed improvements to the site and the building)
 - Floor Plan (showing the new equipment layout arrangement and all storage areas)

If you have any questions regarding this letter, do not hesitate to contact Calin Tanovici of my staff at (860) 424-3315.

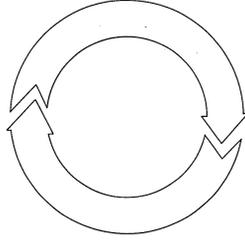
Sincerely,

Robert C. Isner
Director
Waste Engineering and Enforcement Division
Bureau of Materials Management and Compliance Assurance

REMEMBER TO REDUCE, REUSE, AND RECYCLE. It's a *first* step towards a more sustainable world and in Connecticut it's the Law. To learn more about what you can do, go to www.ct.gov/dep/swmp, or call (860) 424-3365.

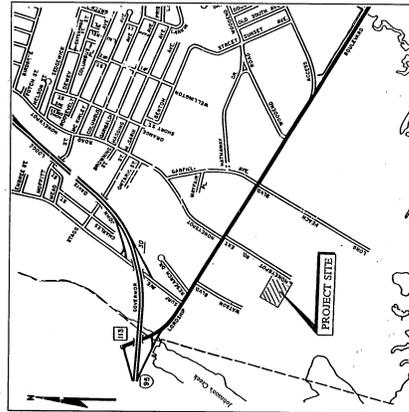
SOUTHWEST CONNECTICUT
 REGIONAL RECYCLING
 OPERATING COMMITTEE

CONNECTICUT RESOURCES
 RECOVERY AUTHORITY



CONSTRUCTION OF
 INTERMEDIATE PROCESSING CENTER
 1410 HONEYSPOOT ROAD EXTENSION
 STRATFORD, CONNECTICUT

AS-BUILT
 JUNE, 1992



SITE LOCATION MAP
 SCALE: 1"=1000'

ZONING DATA TABLE
 Zone MB - General Industrial District

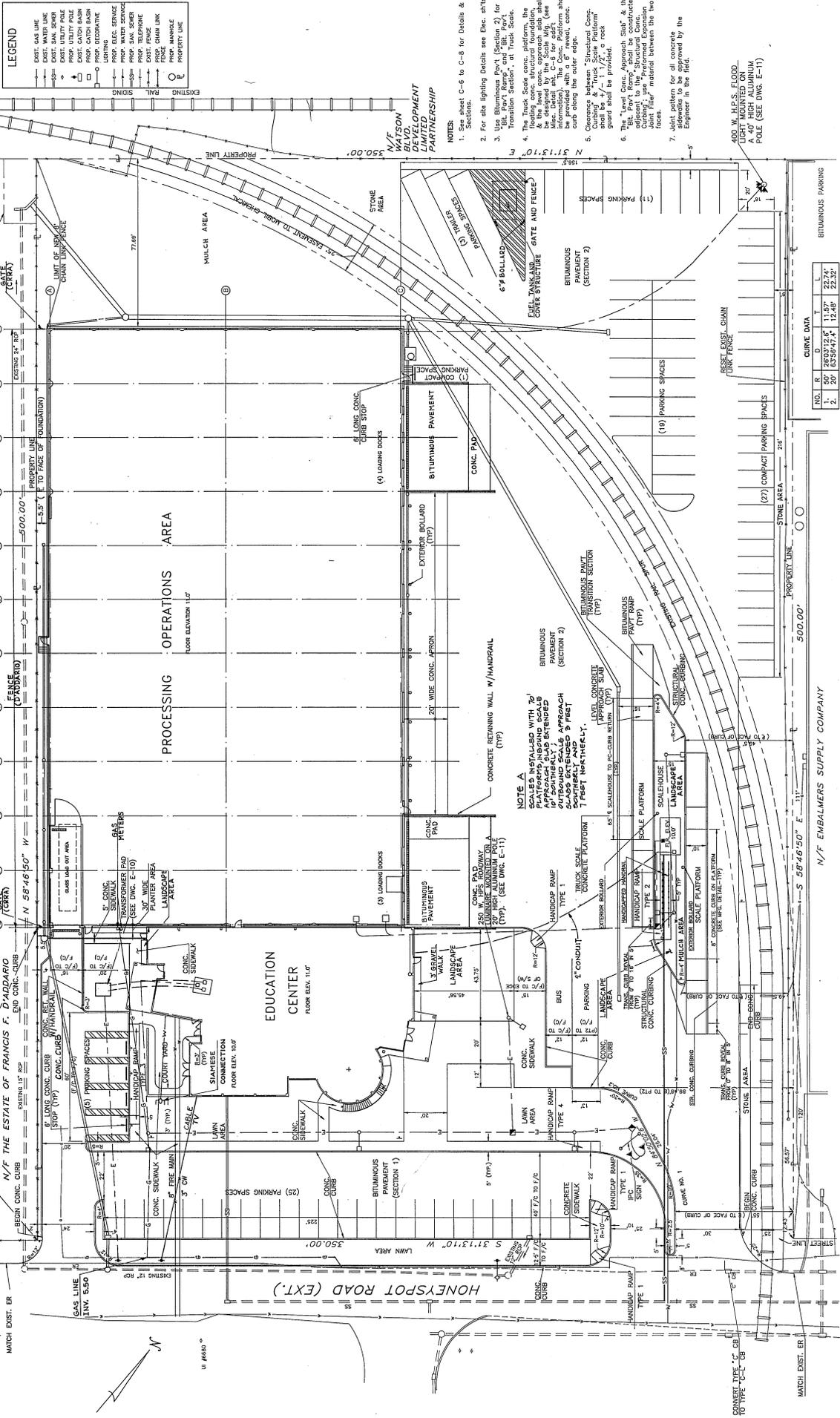
| Category | Zoning Regulation | Proposed |
|-------------------------------|-------------------------------|-------------------------------|
| Permitted use | Recycling Processing Facility | Recycling Processing Facility |
| Min. lot area | 10,000 sq. ft. | 375,000 sq. ft. |
| Min. lot depth | 100 feet | 500 feet |
| Min. Front yard | 20 feet | 59 feet |
| Min. Side yard | 15 feet other side | 52 feet (south) |
| Min. Rear yard | 0 feet | 78 feet (north) |
| Max. Building area | 87,500 sq. ft. | 59,784 sq. ft. |
| Max. lot coverage | Special Case | Special Case |
| Sect. 12.5(1)2 parking spaces | | 86 spaces |



SUBMITTED BY: FREDERIC R. HARRIS, INC.

E. Whitbread

MAY, 1992 E. RAYMOND WHITBREAD P.E. No. 12963



LEGEND

| | |
|-----|---------------------|
| --- | EXIST. GAS LINE |
| --- | EXIST. WATER LINE |
| --- | EXIST. SAN. SEWER |
| --- | EXIST. UTILITY POLE |
| --- | EXIST. FENCE |
| --- | EXIST. CATCH BASIN |
| --- | PROP. CATCH BASIN |
| --- | PROP. DEWATERING |
| --- | PROP. ELEC. SERVICE |
| --- | PROP. WATER SERVICE |
| --- | PROP. SAN. SEWER |
| --- | PROP. FENCE |
| --- | PROP. FENCE |
| --- | PROP. CHAIN LINK |
| --- | PROP. MANHOLE |
| --- | PROPERTY LINE |

NOTES:

1. See sheets C-6 to C-9 for details & Sections.
2. For site lighting details see Elec. arch.
3. "Blk. Pav't Ramp" and "Blk. Pav't Transition Section", at Truck Scale.
4. The Truck Scale conc. platform, the approach and the level conc. approach slab shall be designed by the Scale Mfg. (see information). The Conc. Platform shall be constructed on compacted, conc. curb along the outer edge.
5. Clearance between "Structural Conc. Curb" & "Truck Scale Platform" shall be provided.
6. The "Level Conc. Approach Slab" & the "Blk. Pav't Ramp" shall be constructed on compacted, conc. curb along the outer edge. "Formed Expansion Joint" material between the two slabs shall be provided.
7. Sight markers for all concrete sidewalks to be approved by the Engineer in the field.

CURVE DATA

| NO. | R. | D. | L. | T. |
|-----|-----|-------------|--------|--------|
| 1. | 20' | 85.58°42.4' | 11.57' | 22.32' |
| 2. | 20' | 85.58°42.4' | 12.48' | 22.32' |

REVISION

| NO. | DESCRIPTION | DATE |
|-----|-------------------------|-----------|
| 1 | ISSUED FOR BID | 5/4 D.M. |
| 2 | ISSUED FOR CONSTRUCTION | 6/11 D.M. |
| 3 | AS-BUILT | 1/16 D.M. |

SCALE: 1"=20'

DATE: 3/2/02

DRAWING NO. C-1

**CLIENT: INTERMEDIATE PROCESSING CENTER
STRATFORD, CONNECTICUT**

**DESIGNER: HARRIS
Frederic R. Harris, Inc.
ARCHITECTS, PC
100 GREENWICH ST.
STAMFORD, CT 06902
203 377 0240**

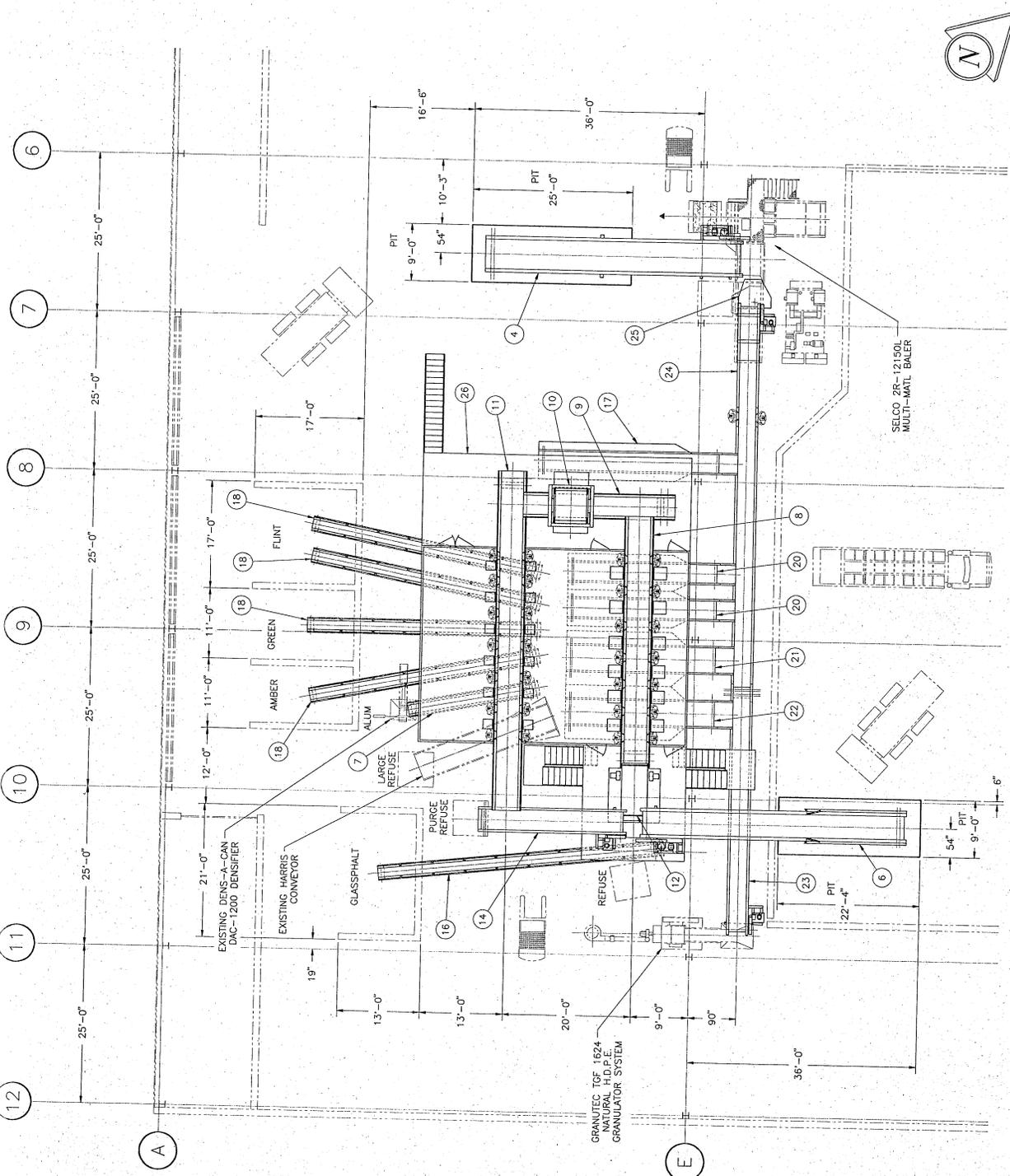
PROJECT: N/F EMBALMERS SUPPLY COMPANY

DATE BY INC. DESCRIPTION

| NO. | DATE | BY | INC. | DESCRIPTION |
|-----|-----------|----|------|-------------------------|
| 1 | 5/4 D.M. | | | ISSUED FOR BID |
| 2 | 6/11 D.M. | | | ISSUED FOR CONSTRUCTION |
| 3 | 1/16 D.M. | | | AS-BUILT |

REVISION

| ITEM | REQ'D | DESCRIPTION | ORDER NUMBER | DRAWING NUMBER |
|------|-------|--|--------------|----------------|
| 1 | 1 | FIBER INFED CONVEYOR 60" WIDE X 6' PITCH | 913194 | 35847-A |
| 2 | 1 | FIBER SORTING CONVEYOR 60" WIDE SLIDER BED | 913195 | 35848-A |
| 3 | 1 | FIBER SORTING PLATFORM W/ CHUTES & SLIP | 913196 | 35849-A |
| 4 | 1 | MULTI-MAT INFED CONV 60" WIDE 1/2" PITCH | 913197 | 35851-A |
| 5 | 1 | ELECTRICAL CONTROLS - FIBER SYSTEM | 913198 | 35852-A |
| 6 | 1 | COMMINGLED INFED CONV 48" WIDE 1/2" PITCH | 913199 | 35853-A |
| 7 | 1 | ALUMINUM CONVEYOR 18" WIDE SLIDER BED | 913200 | 35854-A |
| 8 | 1 | PLASTIC SORTING CONV 42" WIDE SLIDER BED | 913201 | 35855-A |
| 9 | 1 | INCINERATED MARKET CONVEYOR 36" WIDE SLIDER BED | 913202 | 35856-A |
| 10 | 1 | ELECTRO-MAGNET WITH CHUTES AND SUPPORTS | 913203 | 35857-A |
| 11 | 1 | GLASS SORTING CONVEYOR 42" WIDE SLIDER BED | 913204 | 35858-A |
| 12 | 1 | INCINERATED SCREEN - 4" X 8" SINGLE DECK | 913205 | 35859-A |
| 13 | 1 | GLASS CRUSHER - SCREEN FINES | 913206 | 35860-A |
| 14 | 1 | COMMINGLED REIDUR CONV 42" WIDE 2 1/2" PITCH | 913208 | 35861-A |
| 15 | 1 | PAN SCREEN - 18" WIDE X 8'-0" LG | 913209 | 35862-A |
| 16 | 1 | GLASSPHALT CONVEYOR 18" WIDE THROUGH BELT | 913210 | 35863-A |
| 17 | 1 | GLASSPHALT CONVEYOR 36" WIDE 2 1/2" PITCH | 913211 | 35864-A |
| 18 | 4 | GLASS CRUSHER FOR 18" WIDE THROUGH BELT | 913212 | 35865-A |
| 19 | 4 | GLASS CRUSHER | 913213 | 35866-A |
| 20 | 2 | P.E.T. BUNKER CONVEYOR 48" WIDE X 2 1/2" PITCH | 913214 | 35867-A |
| 21 | 1 | H.D.P.E. BUNKER CONVEYOR 48" WIDE X 2 1/2" PITCH | 913215 | 35868-A |
| 22 | 1 | H.D.P.E. NATURAL BUNKER CONVEYOR 48" WIDE X 2 1/2" PITCH | 913216 | 35869-A |
| 23 | 1 | H.D.P.E. TRANSFER CONV 48" WIDE X 2 1/2" PITCH | 913217 | 35870-A |
| 24 | 1 | COMMINGLED BALES FEED CONV 48" WIDE X 2 1/2" PITCH | 913218 | 35871-A |
| 25 | 1 | SMWEL CHUTE - 90 DEGREE MANUAL ROTATION | 913219 | 35872-A |
| 26 | 1 | COMMINGLED MEZZANINE WITH ENCLOSURE | 913220 | 35873-A |
| 27 | 1 | ELECTRICAL CONTROLS - COMMINGLED SYSTEM | 913220 | 35874-A |



| NO. | REVISED GRID LINES, BALEL EJECT AND PIT SIZE PER CUST REQUEST | DATE | BY |
|-----|---|---------|-----|
| 1 | | 3-25-92 | DWM |

| DATE | BY | SCALE |
|---------|-------|------------|
| 1-31-92 | MAGEE | 1/8"=1'-0" |

INTERMEDIATE PROCESSING CENTER
STAFFORD, CONNECTICUT
COMMINGLED PROCESSING EQUIPMENT
PLAN LAYOUT

| ORDER NUMBER | CUSTOMER | DRAWING NUMBER | REVISION |
|--------------|----------|----------------|----------|
| C913194 | FCR/CRR | 35847-B | 1 |

1/16" ANGLES ± 1/64"
AUTOCAD® REL 10

**REQUEST FOR PROPOSALS
FOR
REDESIGN, UPGRADE, AND OPERATION
& MAINTENANCE SERVICES AT CRRA'S
STRATFORD INTERMEDIATE PROCESSING CENTER**

**SECTION 4
NOTICE OF INTEREST FORM**



NOTICE OF INTEREST FORM

Individuals and firms that have an interest in attending the **MANDATORY** pre-proposal meeting and site tour for this RFP **on May 3, 2012** should submit this Notice of Interest Form to CRRA as early as they can. Forms should be submitted no later than the date specified below. Request For Proposal documents and other information released by CRRA related to the solicitation will be directly provided to those firms that have submitted this Form to CRRA by the Form Due Date.

| | |
|---------------------|---|
| Solicitation: | REDESIGN, UPGRADE, AND OPERATION & MAINTENANCE SERVICES AT CRRA'S STRATFORD IPC |
| RFB/P/Q Number: | 12-OP-011 |
| Form Due Time/Date: | 3pm, Wednesday, May 2, 2012 <i>(Mandatory meeting and tour is 10am on Thursday, May 3, 2012.)</i> |

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

| | |
|--------------------------|--|
| Name of Individual/Firm: | |
| Name of Contact Person: | |
| Title of Contact Person: | |
| Mailing Address 1: | |
| Mailing Address 2: | |
| City, State, Zip Code | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |

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

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

**REQUEST FOR PROPOSALS
FOR
REDESIGN, UPGRADE, AND OPERATION
& MAINTENANCE SERVICES AT CRRA'S
STRATFORD INTERMEDIATE PROCESSING CENTER**

**SECTION 5
PROPOSAL SECURITY**



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5,000.00

PROJECT:

(Name, location or address, and Project number, if any)

Redesign, Upgrade, and Operation and Maintenance Services
Stratford Intermediate Processing Center
1410 Honeyspot Road Extension
Stratford, CT 06615

ADDITIONS AND DELETIONS:

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

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

Init.

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User Notes:

(1466586168)

**REQUEST FOR PROPOSALS
FOR
REDESIGN, UPGRADE, AND OPERATION
& MAINTENANCE SERVICES AT CRRA'S
STRATFORD INTERMEDIATE PROCESSING CENTER**

**SECTION 6
REQUIRED PROPOSAL FORMS**

Includes:

- 6.1 Proposal Form**
- 6.2 Issues and Questions Form**
- 6.3 Proposal Price Forms**
- 6.4 Background and Experience Form**
- 6.5 References Form**
- 6.6 Subcontractor Identification Form**
- 6.7 Questionnaire Concerning Affirmative Action**
- 6.8 Affidavit Concerning Non-Discrimination**
- 6.9 Background Questionnaire**
- 6.10 Business Disclosure Form**
- 6.11 SEEC Form 11**
- 6.12 Business Exception Form**



PROPOSAL FORM

PROJECT: **REDESIGN, UPGRADE, AND OPERATION & MAINTENANCE SERVICES AT CRRA'S STRATFORD INTERMEDIATE PROCESSING CENTER**

RFP NUMBER: **12-OP-011**

CONTRACT FOR: Southwest Region

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

The undersigned (the "Proposer") accepts and agrees to all terms and conditions of the Request For Proposals, Instructions To Proposers, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for ninety (90) days after the Proposal due date.

If CRRA issues a notice of selection to begin contract negotiations, the proposer agrees to:

- negotiate the contract in good faith;
- provide in a timely manner clarifications or additional information requested by CRRA during negotiations;
- attend meetings with CRRA and its Board, as necessary, to negotiate, obtain approval for and execute the contract; and
- bear all of its costs and expenses for contract negotiations and approval.

The Proposer recognizes that CRRA has no liability to any party until a contract is approved, and only to the extent provided for in such contract.

After the final terms of an Agreement have been negotiated, if CRRA issues a Notice Of Award to Proposer, Proposer shall within ten (10) days after the date thereof:

- (a) Execute and deliver to CRRA the required number of counterparts of the Agreement;
- (b) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
- (c) Execute and deliver to CRRA the Affidavit Concerning Consulting Fees;
- (d) Deliver to CRRA the requisite certificate(s) of insurance;
- (e) Execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (f) Satisfy all other conditions of the Notice Of Award.

3. FINAL AGREEMENT

The successful Proposer will be required to execute a written agreement, Agreement For The Redesign, Upgrade, And Operation & Maintenance Services at CRRA's Stratford IPC (the "Agreement"). By submitting a proposal, the Proposer substantially agrees to all the terms and conditions of this attached Agreement, except as set forth in Section 8.2 of the Instructions to Proposers (Section 2 of the RFP package documents).

4. PROPOSER'S OBLIGATIONS

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

- (a) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the Compensation specified in the Proposer's proposal and subsequent Agreement and within the Contract Time set forth in this Proposal and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) As needed, to comply with all Prevailing Wage terms and conditions that will apply during Proposer's implementation of the Agreement
- (c) At the request of CRRA and if the successful Proposer qualifies, to apply with the State of Connecticut Department Administrative Services, and to do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the

Connecticut General Statutes.

5. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

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

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

- (b) Without exception the Proposal is premised upon performing, furnishing and completing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Proposer is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Work;
- (d) Proposer has studied and carefully correlated Proposer's knowledge and observations with the Contract Documents and such other related data;
- (e) Proposer has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Proposer;
- (f) If Proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Proposer is aware of the general nature of work to be performed by CRRA and others that relates to the Work for which this Proposal is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the Work for which this Proposal is submitted.

6. PROPOSER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Proposal, Proposer acknowledges and agrees that:

- (a) All information and data included in the RFP Package Documents relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the Proposers;
- (b) CRRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site;
- (c) Proposer is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Proposer has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Work.

7. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Proposal, Proposer acknowledges and agrees that Proposer shall not use any information made available to it or obtained in any examination made by it in connection with this RFP in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Work.

8. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

9. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

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

10. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

- (a) 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;
- (b) 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 the "Proposal opening" to any other person or company;
- (c) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;
- (d) Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; and
- (e) Proposer has not sought by collusion to obtain for itself any advantage for the Work over any other Proposer for the Work or over CRRA.

11. PROPOSER'S REPRESENTATIONS CONCERNING RFP FORMS

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

12. PROPOSER'S WAIVER OF DAMAGES

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

subsidiaries, successors and assigns hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

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

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

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 6.11 [SEEC Form 11] of the RFP Package Documents.

14. ATTACHMENTS

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

- (a) The Proposers design for the project
- (b) The Completed Issues and Questions to be Addressed Form
- (c) The completed Compensation Form;
- (d) The completed Background and Experience Form;
- (e) The completed References Form;
- (f) The completed Subcontractor Identification Form;
- (g) The completed Questionnaire Concerning Affirmative Action;
- (h) The Affidavit Concerning Nondiscrimination that has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court;

- (i) A completed Background Questionnaire;
- (j) A completed Business Disclosure Form; and
- (k) A copy of the Proposer's up-to-date certificate(s) of insurance showing all of the insurance coverages required in the Form of the Agreement.

15. NOTICES

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

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

16. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 20 __

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



ISSUES AND QUESTIONS TO BE ADDRESSED FORM

INSTRUCTIONS: Complete, written answers must be provided to each of the following issues/questions and each answer must begin on a new page.

1. Provide detailed drawings and descriptions of your proposed processing system, including
 - a. A process flow description
 - b. A list of processing equipment and rolling stock to be used in the system, including any existing CRRRA equipment at the IPC that you are interested in utilizing as part of the system.
 - c. A specified throughput of the system
 - d. Any modifications which are proposed for the Stratford Intermediate Processing Center.
 - e. A description of expected residue levels including details of residue levels from similar operations you have run.
 - f. A description of quality assurance and control procedures that will be utilized during the upgrade of the facility and equipment.
2. Provide a project schedule for the overall work being proposed. The schedule must identify each major work item and specify the amount of time (in days, weeks or months) that it would take to complete the item. The schedule should show the proposed sequence and duration of all major work items. Because of uncertainty about the length of time CTDEP will require to review and issue final decisions of the solid waste permit modification applications, you need not specify the dates on which specific major work items will begin or end.
3. Provide a detailed discussion of your proposal to store incoming recyclable materials and outbound processed materials being shipped to market. Include descriptions of the amount of storage space required and the maximum period of time during which recyclable materials and products will be stored. The locations where both incoming and outgoing recyclables will be stored should be included in the drawings provided as part of question #1.
4. Fully describe how you intend to finance the proposed recyclables processing systems and equipment and the proposed facility modifications.
5. Provide details of your inspection and maintenance plans and expected schedule for system outages.

6. If you are proposing to process materials, provide details of your plan to market the processed materials.
7. Please provide detailed information about your experience operating similar facilities, including locations, years of experience, and detail and any permit violations or environmental citations.
8. Currently, about 5% of the recyclable material that comes into the Stratford IPC comes in as source-separated cardboard or newspaper. How will you process and market this or other source-separated material in a way that maximizes the value to CRRRA and the communities delivering that material?
9. The current DEEP permit to operate does not allow for the processing or transfer of anything except recyclables at the Stratford IPC. If that permit were modified, are there other materials you would propose transferring through, or processing at the Stratford IPC? If so, please detail that in your proposal.
10. There is existing, but aging processing equipment at the Stratford IPC. Please indicate whether you are interested in incorporating any of that equipment into your re-design plans, and if so, what form of compensation you will provide CRRRA in order to take ownership of such equipment and incorporate it into your system.
11. The Stratford IPC property contains office space and a museum space. If you are interested in utilizing these spaces in addition to the processing center, please indicate that as an alternate option to your proposal and propose how you envision compensating CRRRA for the use of those spaces.
12. Describe if and how the design and equipment that you are proposing can adapt to foreseeable changes in the recycling markets during the life of this contract (e.g. increased markets for mixed rigid food containers or plastic lids) or markets that currently exist for related materials not currently being processed or transferred at the facility that the proposer would like to include.



COMPENSATION FORM

As specified below, use this form to indicate the compensation to be paid by the contractor to CRRA during Operation and Maintenance of the Stratford IPC, (Task 3 of the Services as detailed in Exhibit C of the Agreement) and for waste diverted from the Stratford IPC during task 2 of the Services (as detailed in Exhibit B of the Agreement). Proposers may propose Pricing Model #1, Pricing Model #2, or both (in which case CRRA will have the ability to select its preferred model). For the Successful Proposer, the compensation from this form will be incorporated into the Agreement as Exhibit D thereto.

CRRA will consider two different pricing models under this processing option. For both options, Proposers should contemplate a higher return to CRRA for tons sourced by CRRA (e.g. the tons CRRA brings into the facility via an agreement with the SWEROC communities) than tons sourced by the Proposer.

Pricing Model #1

In this option, there will be two components of the price paid by the Contractor to CRRA.

1. The first price component will be a “base price” per ton paid by the Contractor to CRRA for each ton of material that comes into the Stratford IPC. This shall be the minimum price per ton paid by the Contractor to CRRA. Proposers shall fill out the Component #1 table below and indicate the price they will pay to CRRA for the material in each row.
2. In addition to the base price per ton price for each material that enters the Stratford IPC, there shall be a “revenue sharing” price component for each ton of outbound material leaving the facility if the sale price for that commodity exceeds a certain threshold. Where feasible, that revenue-sharing threshold will be tied to a market price index (e.g. The Official Board Markets Yellow Sheet). Proposers shall fill out the Component #2 table below and indicate the following:
 - a. Where indicated, Proposers shall indicate their proposed threshold price. If the actual price for a given commodity in a given month exceeds the threshold price, that net difference will be the revenue share.
 - b. In the appropriate column, indicate the percentage of the revenue share that will be paid by the Proposer to CRRA
 - c. As an example, let’s assume that the successful proposer proposed a threshold price of \$70/ton for OCC, and 50% of the net difference to be paid to CRRA. If in a given month, the yellow sheet price for OCC as specified in the table was \$120, the net difference between the actual price and the threshold price is

\$50/ton. 50% of that paid to CRRA would be \$25/ton (in addition to base price per ton proposed from Component #1).

3. Unless specified otherwise, each category of material listed in this exhibit shall comply with the Institute for Scrap Recycling Industries (“ISRI”) Scrap Specifications Circular regarding composition of materials and allowable thresholds of both outthrows and prohibitive materials as defined therein.

Option 1 Component #1: Base Price

In the table below, Proposers shall indicate the base price per-ton paid by the vendor to CRRA for all material brought into the Stratford IPC whether that material was sourced by CRRA or by the Contractor or Contractors agent.

Unless specified otherwise, each category of material shall comply with the Institute for Scrap Recycling Industries (“ISRI”) Scrap Specifications Circular regarding composition of materials and allowable thresholds of both outthrows and prohibitive materials as defined therein.

| | Base Price per ton to be paid by Proposer to CRRA for SWEROC tons or other CRRA sourced tons <i>(To be filled out by Proposer)</i> | Price per ton to be paid by Proposer to CRRA for Contractor- Sourced tons <i>(To be filled out by Proposer)</i> |
|---|--|--|
| 1. Price paid to CRRA for single-stream recyclables | | |
| 2. Price paid to CRRA for dual-stream #1 residential mixed paper. | | |
| 3. Price paid to CRRA for dual-stream commingled bottles & cans. | | |
| 4. Price paid to CRRA for source-separated #6 news. | | |
| 5. Price paid to CRRA for source-separated loose #11 OCC cardboard. | | |

| | | |
|--|--|--|
| 6. Price paid to CRRA for source-separated baled #11 OCC cardboard. | | |
| 7. Price paid to CRRA for source-separated loose #37 SOP sorted office paper | | |

Option 1 Component #2: Revenue share

1. In addition to the per-ton price for each material that enters the Stratford IPC, this proposal second price component will be a revenue sharing price paid by the Contractor to CRRA if the commodity revenue for each commodity processed at the Stratford IPC as per the designated index exceeds the designated threshold. Proposers shall fill out the Component #2 table below and indicate the following:

- a. Where indicated, Proposers shall indicate their proposed threshold price. If the actual price for a given commodity on a given month each commodity exceeds the threshold price that net difference will be the revenue share.
- b. In the appropriate column, indicate the percentage of the revenue share that will be paid by the Proposer to CRRA
- c. As an example, let's assume that the successful proposer proposed a threshold price of \$70/ton for OCC, and a 50% % of the net difference to be paid to CRRA. If in a given month, the yellow sheet price for OCC as specified in the table was \$120, the net difference between the actual price and the threshold price is \$50/ton. 50% of that paid to CRRA would be \$25/ton (in addition to base price per ton proposed from Component #1).

| Commodity | Index (to be filled in by the Proposer unless already indicated) | Threshold Level (To be filled in by proposer) | % of net revenue above threshold price paid to CRRA for SWEROC or other CRRA-sourced tons | % of net revenue above threshold price paid to CRRA for Contractor-sourced tons |
|-------------|---|--|---|---|
| #6 news ONP | Official board markets yellow sheet New York market high side | | | |
| #8 news ONP | Official board markets yellow sheet New York market high side | | | |
| #11 OCC | Official board | | | |

Redesign, Upgrade, and Operation & Maintenance Services
at CRRRA's Stratford Intermediate Processing Center
RFP Exhibit 3

| | | | | |
|--|---|--|--|--|
| | markets yellow sheet New York market high side | | | |
| #1 Residential Mixed Paper | Official board markets yellow sheet New York market high side | | | |
| #37 Sorted office pack (SOP) | Official board markets yellow sheet New York market high side | | | |
| Ferrous | | | | |
| Aluminum | | | | |
| Aluminum Foil | | | | |
| Plastic –PET bottles | | | | |
| Plastic – PET clamshells or similar containers | | | | |
| Plastic – HDPE natural | | | | |
| Plastic – HDPE colored | | | | |
| Plastic - #3-7 mixed bottles | | | | |
| Plastic - PP | | | | |
| Glass – Clear or flint | | | | |
| Glass –green | | | | |
| Glass –amber or brown | | | | |

Redesign, Upgrade, and Operation & Maintenance Services
at CRRRA's Stratford Intermediate Processing Center
RFP Exhibit 3

| | | | | |
|---------------------|--|--|--|--|
| Glass – mixed color | | | | |
| Aseptic cartons | | | | |

If any of the commodities listed in the table above is not currently an applicable grade of material for your processing system, indicate “not acceptable” in the “threshold level” column.

Processing Pricing option #2

In this option, there will be a single “set-price” per ton paid by the Contractor to CRRA for each ton of material that comes into the Stratford IPC. Proposers shall fill out the table below to indicate the price they will pay to CRRA for the material in each row.

| | Set Price per ton to be paid by Proposer to CRRA for SWEROC tons or other CRRA sourced tons <i>(To be filled out by Proposer)</i> | Set Price per ton to be paid by Proposer to CRRA for Contractor- Sourced tons <i>(To be filled out by Proposer)</i> |
|--|---|--|
| 1. Price paid to CRRA for single-stream recyclables | | |
| 2. Price paid to CRRA for dual-stream paper. | | |
| 3. Price paid to CRRA for dual-stream commingled bottles & cans. | | |
| 4. Price paid to CRRA for source-separated #6 news. | | |
| 5. Price paid to CRRA for source-separated loose OCC cardboard. | | |
| 6. Price paid to CRRA for source-separated baled OCC. | | |

The set price per ton set forth herein in pricing option 2 shall be adjusted annually to reflect one hundred percent (100%) of the annual change in the Consumer Price Index (“CPI”) for All Urban Consumers (Cross Classification of Region and Population Size Class, Northeast/Size Class C Index, All Items)(1982-84 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics.



BACKGROUND AND EXPERIENCE FORM

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

[Attach Additional Pages If Necessary]

[Empty space for providing background and experience information]



REFERENCES FORM

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

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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



SUBCONTRACTOR IDENTIFICATION FORM

Proposer (hereinafter collectively referred to as "Contractor") shall list below all subcontractor(s) Contractor intends to use in the performance of Services if Contractor is selected to perform the Services and awarded the Agreement. Contractor shall include a description of the Work/Services to be provided by each of the subcontractor(s).

Subcontractor 1

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

Subcontractor 2

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

Subcontractor 3

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

Subcontractor 4

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



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

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

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

LIST OF ACRONYMS

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

FOOTNOTES

- ¹ If the Contractor answered "yes" to Question 2A and/or 3A, Contractor must attach a copy of its DAS Set-Aside Certificate to this Questionnaire.
- ² If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds Fifty Thousand Dollars (\$50,000.00) in any fiscal year, and the Contractor has fifty (50) or more employees, the Contractor, in accordance with the provisions of Section 46a-68c of the Connecticut General Statutes, shall develop and file an affirmative action plan with the Connecticut Commission on Human Rights and Opportunities.

SCHEDULE A CRITERIA FOR A SMALL BUSINESS ENTERPRISE

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

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

SCHEDULE B CRITERIA FOR A MINORITY OWNED BUSINESS ENTERPRISE

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

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

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

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



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

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

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

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

1. Contractor seeks to enter into the "REDESIGN, UPGRADE, AND OPERATION & MAINTENANCE SERVICES AT CRRA'S STRATFORD INTERMEDIATE PROCESSING CENTER" (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

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

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

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

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

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



BACKGROUND QUESTIONNAIRE

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

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

| | Yes | No |
|--|--------------------------|--------------------------|
| <p>1. Has the Contractor or any of the following ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 1B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>1B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 1B, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 1B, proceed to Question 2.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|---|--------------------------|--------------------------|
| <p>2. Has the Contractor or any of the following ever been the subject of a civil investigation¹?</p> <p style="margin-left: 20px;">(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <p style="margin-left: 20px;">(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 3B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |

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

| | | |
|---|--------------------------|--------------------------|
| <p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a civil investigation¹?</p> <p style="margin-left: 20px;">(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 and, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation..</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p style="margin-left: 20px;">(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |

CERTIFICATION

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court



BUSINESS DISCLOSURE FORM

Proposer (hereinafter referred to as "Contractor") must provide the information requested in the following sections/tables.

1. CONFLICTS OF INTEREST

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

[Attach Additional Pages If Necessary]

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

2. CONFLICT OF INTEREST MEASURES

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

[Attach Additional Pages If Necessary]

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

3. BUSINESS WITH MAJOR CRRA CONTRACTORS

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

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

[Attach Additional Pages If Necessary]

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

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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



BUSINESS EXCEPTION FORM

Using this form (add additional sheets of paper as needed), Proposer (hereinafter collectively referred to as "Contractor") shall identify any portion of the Work required or described in the RFP Package Documents, or any provision of the Agreement, except as set forth in section 7.2 of the Instructions to Proposers, that Contractor desires to take exception to, including insurance, if any.

Contractor shall be specific regarding any exceptions listed. Contractor shall describe in detail the portion(s) of the Work or Agreement terms that the Contractor is taking exception to and why. Contractor shall also describe what, if any, alternative Work, terms, or conditions Contractor is willing to provide or accept as a substitution for the Work or business terms to which Contractor has taken exception, if any.

If Contractor does not take exception to any portion of the Work required or described in this RFP Package Documents or to any terms of the Agreement, Contractor shall simply indicate below that Contractor "takes no exceptions", and submit this form along with the other Proposal forms as part of its Proposal submittal.

Note that, except as set forth in section 7.2 of the Instructions to Proposers, CRRA will negotiate with Contractor on only those items identified by Contractor on this Business Exception Form. Also note that revisions to the work or Agreement will be at CRRA's sole discretion. Also note that pursuant to State of Connecticut statutes and regulations, the Agreement contains a number of provisions that CRRA, as a quasi-public entity, is required to incorporate in all of its contracts and are, therefore, non-negotiable.

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

Redesign, Upgrade, and Operation & Maintenance Services
at CRRRA's Stratford Intermediate Processing Center
RFP Exhibit 12

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

**REQUEST FOR PROPOSALS
FOR
REDESIGN, UPGRADE, AND OPERATION
& MAINTENANCE SERVICES AT CRRA'S
STRATFORD INTERMEDIATE PROCESSING CENTER**

SECTION 7

SAMPLE NOTICES

Includes:

7A Sample Notice Of Selection To Begin Contract Negotiations

7B Sample Notice Of Award



NOTICE OF SELECTION TO BEGIN CONTRACT NEGOTIATIONS

TO: [NAME OF PROPOSER]
[ADDRESS OF PROPOSER]
[ADDRESS OF PROPOSER]

PROJECT: Southwest Division

RFB NO.: FY12-OP-011

CONTRACT: REDESIGN, UPGRADE, AND OPERATION & MAINTENANCE SERVICES AT CRRA'S STRATFORD INTERMEDIATE PROCESSING CENTER

The Connecticut Resources Recovery Authority ("CRRA") has considered the Proposal submitted by you dated _____, 2012 in response to CRRA's Notice To Contractors – Request For Proposals for the above-referenced Work, which Work is more particularly described in the Agreement For Redesign, Upgrade, And Operation and Maintenance Services at CRRA's Stratford Intermediate Processing Center (the "Services").

You are hereby notified that your firm has been selected to begin contract negotiations with CRRA, with the goal of negotiating a mutually acceptable scope of work and final Agreement for the above-referenced services.

Within fourteen (14) days of receipt of this notice, you are hereby required to acknowledge and accept this notice by signing where specified herein, and returning this to CRRA as specified herein. By acknowledging your receipt and acceptance of this notice, you are hereby agreeing to:

- Negotiate the contract in good faith
- Provide in a timely manner clarifications for additional information as might be requested by CRRA during the negotiations.
- Attend meetings with CRRA and its Board, as necessary, to negotiate, obtain approval for, and execute the contract
- Bear all of your costs and expenses for contract negotiations and approval.

Further, by acknowledging your receipt and acceptance of this notice, you recognize that CRRA has no liability to any party until a contract is approved and executed, and only to the extent provided for in such Agreement.

If the remittance address/contact information for the Agreement negotiation is different from the address/contact information indicated on Page 1 of this notice, provide such remittance address/contact information in the following table;

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

You are required to acknowledge your receipt of this Notice Of Selection by signing below and returning the same to CRRA at the following address within fourteen (14) days:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103
Attention: Roger Guzowski

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

Connecticut Resources Recovery Authority

By: _____
Roger Guzowski
Title: Contracts and Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF SELECTION TO BEGIN CONTRACT NEGOTIATIONS is hereby acknowledged this _____ day of _____, 2012.

By:

Signature: _____

Name (print/type): _____

Title: _____



NOTICE OF AWARD

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

PROJECT: Southwest Division

RFB NO.: FY12-OP-011

CONTRACT: REDESIGN, UPGRADE, AND OPERATION & MAINTENANCE SERVICES AT CRRA'S STRATFORD INTERMEDIATE PROCESSING CENTER

The Connecticut Resources Recovery Authority ("CRRA") has considered the Proposal submitted by you dated _____, 2012 in response to CRRA's Notice To Contractors – Request For Proposals for the above-referenced Work, which Work is more particularly described in the Agreement For Redesign, Upgrade, And Operation and Maintenance Services at CRRA's Stratford Intermediate Processing Center (the "Services").

You are hereby notified that your firm has been selected to perform the Task 1 Services. As specified in the Agreement, services will be completed in stages and CRRA will not authorize your firm to proceed with any other Task until Task 1 of the Agreement has been completed to CRRA's satisfaction.

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

- (a) Execute two counterparts of the attached Agreement and deliver such executed counterparts to CRRA. Such execution includes:
 - (a) Preparing the Notice to CRRA of the proposed Contractor as specified in entering the requested information in the "Notices" Section (Section __, Page __) of the Agreement,
 - (b) Signing the Agreement (Page __),
 - (c) Printing the signer's name under the signature line (Page __ and
 - (d) Printing the signer's title following the word "Its" (Page __);
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;

- (c) Execute the attached Affidavit Concerning Consulting Fees and deliver such executed Affidavit to CRRA;
- (d) Deliver to CRRA the requisite certificate(s) of insurance as specified in Article 6 of the Agreement [Please be advised that this is the area in which Consultants seem to have the most difficulty. CRRA requires that the certificate submitted show evidence of exactly the insurance requirements specified in the Agreement.];
- (e) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and
- (f) If the remittance address/contact information for the Services is different from the address/contact information indicated on Page 1 of this "Notice of Award," provide such remittance address/contact information in the following table;

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

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

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

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

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103
Attention: Roger Guzowski

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

Connecticut Resources Recovery Authority

By: _____
Roger Guzowski
Title: Contracts and Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2012.

By:

Signature: _____

Name (print/type): _____

Title: _____

**REQUEST FOR PROPOSALS
FOR
REDESIGN, UPGRADE, AND OPERATION
& MAINTENANCE SERVICES AT CRRA'S
STRATFORD INTERMEDIATE PROCESSING CENTER**

**SECTION 8
FORM OF AGREEMENT AND EXHIBITS**

**(Form of) AGREEMENT
FOR
THE RETROFIT, AND OPERATION & MAINTENANCE
CONNECTICUT RESOURCES RECOVERY AUTHORITY'S
STRATFORD INTERMEDIATE PROCESSING CENTER**

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| Exhibit M: | Wage Certification Form | |
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| Exhibit O: | Contracting Agency Certification Form | |
| Exhibit P: | Affirmation Concerning State Ethics Law | |
| Exhibit Q: | Affidavit Concerning Nondiscrimination | |
| Exhibit R: | Affidavit Concerning Consulting Fees | |
| Exhibit S: | Contractor's Certification Concerning Gifts | |
| Exhibit T: | CRRA President's Certification Concerning Gifts | |

This **AGREEMENT FOR THE REDESIGN, UPGRADE, AND OPERATION & MAINTENANCE OF CONNECTICUT RESOURCES RECOVERY AUTHORITY'S STRATFORD INTERMEDIATE PROCESSING CENTER (the "Agreement")** is made and entered into as of this 1st day of _____, 2012 by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (hereinafter "CRRA" or "Owner") and [NAME OF SUCCESSFUL BIDDER], having its principal offices at [ADDRESS OF SUCCESSFUL BIDDER] (hereinafter "Contractor").

PRELIMINARY STATEMENT

WHEREAS CRRA owns a certain parcel of real property located at 1410 Honeyspot Road Extension, Stratford, Connecticut, (the "Property"), upon which Stratford property CRRA owns a certain intermediate recycling processing center known as the "Stratford IPC," (the "IPC" or "Facility");

WHEREAS CRRA now desires to enter into this Agreement with Contractor in order for Contractor to redesign and upgrade, and provide operation and maintenance Services at the IPC, in accordance with the Contract Documents.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

Capitalized terms used in this Agreement and in other Contract Documents, and not otherwise defined, shall have the meanings as set forth in Exhibit D of this Agreement.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) 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;
- (b) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (c) 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 that are generally accepted as of the Effective Date of this Agreement;

- (d) 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 Sub-section;
- (e) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (f) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (g) 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 of provisions of this Agreement.
- (h) All Exhibits to this Agreement are incorporated into the body of this Agreement as part hereof.

2. Tasks

The services to be provided pursuant to this Agreement are divided into three separate tasks. Each task shall have a distinct Scope of Services, as well as terms and conditions that are unique to that task. Details of those task-specific scopes, terms and conditions are detailed in exhibits to this agreement as set forth in 2.1 below. The contractor will not proceed from one task to another without a written letter from the CRRA President or the CRRA President’s designee.

2.1 Overview of tasks

The information contained herein in Section 2.1 is designed only to give a broad overview of the tasks. Specific details about each task are set forth in Exhibits , A, B, and C hereto. In the event of a conflict between the general information herein in this Section 2.1 overview and the more detailed information contained in Exhibits A, B, and C hereto, the more detailed information contained in Exhibits A, B, and C will prevail.

- (a) In Task 1, as detailed in **Exhibit A** of this Agreement, the Contractor will develop and submit to CRRA architectural and engineering plans and technical specifications for the upgrade and retrofit of the Stratford IPC; the Contractor will prepare an Operations And Maintenance Plan for its operation and maintenance of the Facility; and the Contractor will work with CRRA, as defined in section 3.10 hereof to obtain the necessary permits as will be needed to implement such plans.

- (b) In Task 2, as detailed in Exhibit B and based on the plans developed in Task 1, Contractor shall provide all required materials, equipment, labor, and supervisory work necessary to construct and achieve the upgrade, replacement, and retrofit of the new IPC. Throughout Task 2, the contractor will be responsible for diverting incoming recyclables to an alternate recycling facility, as specified in **Exhibit B**.
- (c) In Task 3, the Contractor will provide all labor, equipment, materials, rolling stock, and supervisory work needed to operate and maintain the IPC from the time that phase 3 begins until the conclusion or termination of this agreement, all as specified in **Exhibit C**.

3. Terms and Conditions,

3.1 Scope of Services

The scope of services for Task 1 is included in Exhibit A. The scope of services for Task 2 is set forth in Exhibit B. The scope of services for Task 3 is set forth in Exhibit C.

3.2 Contractor's Responsibilities

The Contractor's Responsibilities during Task 1 are included in Exhibit A. The Contractor's Responsibilities during Task 2 are included in Exhibit B. The Contractor's Responsibilities during Task 3 are included in Exhibit C.

3.3 CRRRA's Responsibilities

CRRRA's Responsibilities during Task 1 are included in Exhibit A. CRRRA's Responsibilities during Task 2 are included in Exhibit B. CRRRA's Responsibilities during Task 3 are included in Exhibit C.

3.4 Schedule, commencement and conclusion of each Task.

A schedule for Task 1 that details how this Task will commence and how it will conclude is included in Exhibit A. A schedule for Task 2 that details how this Task will commence and how it will conclude is included in Exhibit B. A schedule for Task 3 that details how this Task will commence and how it will conclude is included in Exhibit C.

3.5 Operation of the Facility.

The terms designating responsibility for the operation of the facility during Task 1 are included in Exhibit A. The terms designating responsibility for the operation of the facility during Task 2 are included in Exhibit B. The terms designating responsibility for the operation of the facility during Task 3 are included in Exhibit C.

3.6 Contractor's Access to the Facility

Details regarding the terms of the Contractor's Access to the Stratford IPC during Task 1 are included within Exhibit A. Details regarding the terms of the Contractor's Access to the Stratford IPC during Task 2 is included within Exhibit B. Terms of the Contractor's access to the Facility during Task 3 are included within Exhibit C.

3.7 Performance Security

A separate performance security will be required for each Task herein. The terms of the required security for Task 1 are included in Exhibit A. The terms of the required security for Task 2 are included in Exhibit B. The terms of the required security for Task 3 are included in Exhibit C.

3.8 Termination

The terms and conditions by which this agreement may be terminated during Task 1 are included in Exhibit A. During Task 2 and Task 3, this Agreement may only be terminated by either the conclusion of the contract term or a default by either party. The terms of default and remedies and cures for Task 2 are included in Exhibit B. The terms of default and remedies and cures for Task 3 are included in Exhibit C.

3.9 Performance and Completion of the Services

All Tasks and Services shall be performed and completed by Contractor in a good workman-like manner consistent and in accordance with:

- (a) Any and all instructions, guidance and directions provided by CRRA to Contractor;
- (b) The Contract Documents;
- (c) Sound equipment operation practices;
- (d) The highest industry standards applicable to Contractor and its performance of the Services hereunder; and
- (e) All Laws And Regulations.

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

3.10 Permits

CRRA will be responsible for obtaining any necessary approvals from CT DEEP. The Contractor shall cooperate with CRRA in obtaining any such approvals and shall provide to CRRA documentation and necessary plans and engineering drawings sufficient to secure and maintain the approvals.

If a traffic study is required for obtaining a permit approval or permit modification from CT DEEP, such a study will be the responsibility of CRRA.

Existing permits impacting this facility are included as Exhibit H of this Agreement.

Except as specified in this Section 3.10 to be the responsibility of CRRA, all other required permits or approvals (including local building permits) shall be the responsibility of the Contractor.

3.11 Direction of Services

CRRA may, where necessary or desired, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Services hereunder. CRRA reserves the right to determine whether Contractor will, upon completion of any phase of the Services, proceed to any or all remaining phases of the Services. If CRRA determines that Contractor shall not proceed with the remaining Services, CRRA shall terminate this Agreement in accordance with Exhibit A, B, or C as applicable.

3.12 CRRA's Inspection Rights

Contractor's performance of the Services hereunder, as well as all products of Contractor's Services are subject to inspection by CRRA. Inspections may be conducted at any time by CRRA. In the event of an inspection, Contractor shall provide to CRRA any documents or other materials that may be necessary in order for CRRA to conduct the inspection. If, after any such inspection, CRRA is unsatisfied with Contractor's performance of the Services hereunder or any of the products thereof, Contractor shall, at the direction of CRRA, render such performance or Services products satisfactory to CRRA at no additional cost or expense to CRRA and without any extension of or addition to any schedule included in a Request. For purpose of this Section 3.12, CRRA shall mean CRRA and/or its authorized agents.

3.13 CRRA Right to Exclude Certain Individuals

Without limitation of Operator's overall responsibility for the acts and omissions of all on-site personnel and other employees, CRRA reserves the right to exclude anyone from the site who CRRA reasonably believes is a danger to themselves or any other Person, or the IPC.

3.14 Site and Subsurface Conditions

All information and data shown or indicated in the Contract Documents with respect to underground facilities, surface conditions, subsurface conditions or other conditions at or contiguous to the IPC are furnished for information only and CRRA does not assume any responsibility for the accuracy or completeness of such information and data. Contractor acknowledges and agrees that CRRA does not assume any responsibility for such information and data and that Contractor is solely responsible for investigating and satisfying itself as to all actual and existing conditions at the IPC, including but not limited to surface conditions, subsurface conditions and underground facilities. Contractor has carefully studied

all such information and data and Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including but not limited to surface conditions, subsurface conditions and underground facilities) at or contiguous to the IPC and all other conditions or factors which may affect cost, progress, performance, furnishing or completion of the Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction or performance of the Services to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for Contractor to conclusively determine, and Contractor has so determined, that the Services can be performed, furnished and completed in accordance with the terms and conditions of the Contract Documents. In the event that the information or data shown or indicated in the Contract Documents with respect to underground facilities or surface, subsurface or other conditions at or contiguous to the IPC differs from conditions encountered by Contractor during performance of the Services, there shall be no decrease in the Contract Prices and/or no extension of time to perform any Services as a result of such differing conditions, unless CRRA, in its sole and absolute discretion, agrees to such increase and/or extension.

3.15 Proprietary Information

Contractor shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for Contractor's own purposes or for the benefit of any person, firm, corporation or other entity (other than CRRA) without the prior written consent of CRRA. Any report or document prepared by Contractor in connection with the performance of the Services hereunder shall be owned solely and exclusively by CRRA and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of CRRA.

3.16 Books and Records

Contractor shall maintain proper books and records containing complete and correct information on all Services performed by Contractor pursuant to this Agreement in accordance with generally accepted accounting principles and practices. CRRA has the right to inspect and review all such books and records during Contractor's business hours.

3.17 Status of Contractor

CRRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Services for CRRA hereunder and that Contractor shall perform such Services in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship, an employer-employee relationship or any other relationship between CRRA and Contractor other than that of an owner and an independent contractor. Contractor is expressly forbidden from transacting any business in the name of or

on account of CRRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever.

3.18 Subcontractors

Contractor shall consult with CRRA and obtain its approval before hiring any subcontractors to perform any Services hereunder. Contractor shall require all of its subcontractors 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 thereunder or under this Agreement, CRRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide CRRA with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also Contractor's subcontracts with its subcontractors shall specifically include CRRA as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

3.19 Contractor's Employees

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

3.20 Contractor Cooperation

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

3.21 Notice of Damage or Theft

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

3.22 Mechanic's Liens

Contractor shall claim no interest in the Properties or any equipment, fixtures or improvements located or to be located thereon, including but not limited to the IPC or any part thereof, other than equipment installed by the Contractor pursuant to this Agreement. Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Properties. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or 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 CRRA an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's lien is filed against CRRA or any of its properties in connection with the Services hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its option but without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor.

3.23 Southwest Procedures

Throughout its performance of the Services under this Agreement, Contractor must conform to all the terms and conditions of the Procedures as amended from time to time by CRRA at CRRA's sole discretion. For a copy of the current Procedures, see **Exhibit G** attached hereto and made a part hereof. In addition, Contractor agrees to design and construct the upgraded IPC so the upgraded IPC accommodates and conforms to the terms of these Procedures.

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall expire, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on June 30, 2023.

Contractor shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by CRRA for the Services hereunder and shall make them available for inspection and audit by CRRA. Contractor's obligations under this paragraph shall survive the termination or expiration of this Agreement.

CRRA shall have the option to extend the term of this Agreement, at CRRA's sole and absolute discretion, for an additional period of five years, such option to be exercised by written notice from CRRA to the Contractor not later than December 31, 2022.

4.2 Time is of the Essence

Contractor hereby acknowledges and agrees that time is of the essence with respect to Contractor's performance and completion of the Services.

5. INDEMNIFICATION

5.1 Contractor's Indemnity

Contractor shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, liability, Workers' compensation payments and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents, employees or other contractors, or (b) Contractor or any of its directors, officers, agents, employees, 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, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 Required Insurance

At all times during the term of this Agreement, Contractor shall, at its sole cost and expense, procure and maintain the insurance coverages described below for claims which may arise from or in connection with the work set forth in the scope of work hereunder (the "Work") performed by the Contractor and those for whom they are legally responsible.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).
2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto). An MCS 90 Endorsement and a CA 9948 En-

dorsement shall be attached **if any hazardous materials are transported by the Contractor during its performance of the Work.**

3. Workers' Compensation insurance as required by all states in which the Work is being done and Employer's Liability insurance.
4. Professional Liability insurance.
5. Contractor's Pollution Liability Insurance

(b) Contractor is allowed to use Excess/Umbrella insurance to meet the limits set forth in this agreement.

(c) Minimum Limits of Insurance

Contractor shall maintain the following limits of liability for the insurance described above:

1. Commercial General Liability:
 - a. \$25,000,000 Each Occurrence for Bodily Injury & Property Damage.
 - b. \$25,000,000 General Aggregate
 - c. \$25,000,000 Products & Completed Operations Aggregate
 - d. \$25,000,000 Personal & Advertising Injury
2. Automobile Liability:
 - a. \$10,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
 - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory limits.

Employer's Liability:
\$1,000,000 - Each Accident
\$1,000,000 Disease – Policy Limit
\$1,000,000 Disease – Each Employee

4. Professional Liability insurance with a limit not less than \$2,000,000.
5. Contractor's Pollution Liability with a limit not less than \$5,000,000.

(c) Deductibles, Self-insured Retentions and Uninsured Losses

The Contractor shall be responsible for payment of all deductibles and self-insured retentions on any of the insurance policies required under this Agreement. The Contractor is also responsible for the payment of all losses arising out of its performance of the Work that may not be covered by the insurance policies required under this Agreement.

(d) Other Insurance Provisions

All policies required under this Agreement shall contain the following provisions:

1. CRRA, its subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Contractor:
 - a. Commercial General Liability
 - b. Automobile Liability
 - c. Contractor's Pollution Liability
2. The Contractor agrees to notify CRRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to CRRA's Risk Manager by fax to 860-757-7740, or by e-mail to lmartin@crra.org, or by correspondence to CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722.
3. The Contractor should waive (and require their insurers to waive) subrogation rights against CRRA for losses and damages incurred under the insurance policies required by this Agreement.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) Acceptability of Insurance

Insurance is to be placed with insurers with current A.M. Best ratings of not less than A-VIII, and be lawfully authorized to conduct business in the state(s) or jurisdiction(s) where the Work is being performed, unless otherwise approved by CRRA.

(f) Verification of Coverage

Contractor shall furnish CRRA with a Certificate of Insurance evidencing the coverages required under this Agreement. All certificates are to be received and approved by CRRA before the Work commences. Contractor shall provide new Certificates of Insurance upon renewal, replacement or addition of any insurance required under this Agreement.

(g) Subcontractors

Contractor shall either include all subcontractors as insureds under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein.

6.2 Other Conditions

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

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

7. MISCELLANEOUS

7.1 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Services for CRRA Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, gender identity or expression, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved;
- (b) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);
- (c) Contractor agrees to provide each labor union or representative of Servicesers 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, Servicesers’ representative and vendor of Contractor’s commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of

the notice in conspicuous places available to employees and applicants for employment;

- (d) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*. If this Agreement is a public Services 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 Services project.

7.2 Entire Agreement

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

7.3 Governing Law

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

7.4 Assignment

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void.

7.5 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. No waiver of any provision of this Agreement shall affect the right of CRRA or Contractor thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

7.6 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.

7.7 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 CRRA:

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

With a copy to:

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

(b) If to Contractor:

Attention: _____

7.8 Binding Effect

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

7.9 Severability

CRRA 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.

7.10 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.

7.11 Campaign Contribution And Solicitation Prohibitions

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

7.12 Affirmation Concerning The State Of Connecticut Ethics Law

If this Contract is a large state construction or procurement contract, as defined in Section 1-101mm of the Connecticut General Statutes, the summary of state ethics laws developed by the Office of State Ethics, a copy of which is attached hereto as **Exhibit P**, is hereby incorporated herein by reference.

7.13 Whistleblower Provision

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

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

the employees of the contractor.

7.14 Affidavit Concerning Nondiscrimination

At the time the Contractor submitted its bid to CRRA, it simultaneously executed a document entitled Affidavit Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as **Exhibit Q**.

7.15 Affidavit Concerning Consulting Fees

At the time of Contractor's execution of this Agreement, Contractor simultaneously executed a document entitled Affidavit Concerning Consulting Fees and said document is attached hereto and made a part of this Agreement as **Exhibit R**.

7.16 Contractor's Certification Concerning Gifts

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

7.17 President's Certification Concerning Gifts

At the time of the President of CRRA's execution of this Agreement, the President of CRRA simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit T**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

[NAME OF CONTRACTOR]

By: _____
Its
Duly Authorized

Exhibit A

- Task 1 Services

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1. Scope of Services

1.1 Task 1 Overview

Via this Task 1, the Contractor will be required to:

- a. Develop and submit to CRRRA architectural and engineering plans and technical specifications for the upgrade and retrofit of CRRRA's Stratford IPC, as a follow up to the conceptual drawings submitted as part of its proposal, and as specified in section 2.3 below.
- b. Prepare an Operations and Maintenance Plan for its operation of the Facility as specified in section 2.3 below.
- c. Obtain the necessary permit approvals from all state, local, and/or federal entities in order to execute such plans, excepting those as set forth in section 3.10 of the Agreement hereof which shall remain the obligation of CRRRA.

1.2 Requirements for Engineering Plans and Technical Specifications

- a. The engineering plans, technical specifications and supporting data shall be prepared in such detail that the geometric and operational features of all components are clearly defined and provide sufficient information to demonstrate the construction feasibility. Such plans shall include a flowchart showing the entire process flow in the system they propose, including equipment and conveyor numbers which match numbers in an equipment list, with flow rates (in tons per hour) included in the flowchart.
- b. The engineering plans and technical specifications shall be prepared, stamped and signed by a professional engineer licensed in Connecticut.
- c. The engineering plans and technical specifications shall be prepared so as to maximize the IPC's overall efficiency and maximize the economic benefit to CRRRA from the IPC's operations.
- d. The recyclables processing systems shall be designed to minimize ambient noise and odor and to ensure that ambient noise and odor levels do not exceed CT DEEP standards.
- e. All major pieces of the new equipment and the components of the new equipment must have a proven design and a record of successful full-scale commercial operation.
- f. The processing system must be designed so that it will not have a residue amount that exceeds ten percent (10%) of the amount of incoming Acceptable Recyclables processed.
- g. Contractor shall develop and prepare engineering plans and technical specifications for the replacement and upgrade of the recyclables systems and equipment and the modification and upgrade of the IPC. Such engineering plans, technical specifications and supporting data shall be prepared in conformance with the following:

- Indicate and explain how the proposed traffic pattern will be accommodated within the available boundaries of the facility;
- State whether the system has the ability of being expanded in size to accommodate future growth and activities;
- Provide an evaluation of the existing electrical system and recommend the required revisions to support the system;
- Identify all of the structural items of the building that will be modified to accommodate the proposed system. Provide sufficient details and computations required to obtain all required permits;
- Show existing and proposed utilities.

1.3 Operations and Maintenance Plan ("O&M Plan")

- a. Contractor shall submit a draft of the O&M Plan and the application submittal engineering drawings to CRRA within thirty (30) days of the Contractor's receipt of the Notice to Proceed
- b. Within ten (10) days of receipt of the draft O&M Plan and the application submittal engineering drawings, CRRA will submit comments on them to the Contractor.
- c. Contractor shall submit a final O&M Plan and final application submittal engineering drawings to CRRA within seven (7) days of receiving comments from CRRA on the draft O&M Plan and the draft application submittal engineering drawings.
- d. CT DEEP, as part of its deliberations on the requested changes to the solid waste permits, may require revisions of the O&M Plan and the application submittal engineering drawings. In such a case, Contractor acknowledges and agrees that all comments provided by CT DEEP will be incorporated into the O&M Plan, the application submittal engineering drawings and final construction plans.

1.4 Deliverables

Prior to submission of final construction documents, Contractor shall submit to CRRA for CRRA's review and comment:

- a. Three (3) copies and one (1) reproducible copy of its engineering plans and technical specifications. The engineering plans and technical specifications may be submitted in multiple partial submissions if necessary and reasonable.
- b. Three (3) copies, one (1) reproducible and one electronic file in AUTOCAD format of the final construction documents. This submission shall include the following components:

- Design statement, consisting of a narrative description justifying the final design conclusion;
- Design plans; and
- Technical Specifications

2. Task 1 Terms and Conditions

The terms and conditions specified herein Section 2 are specific to Task 1. All other terms and conditions specified in the body of the Agreement shall also apply to task 1 unless otherwise specified.

2.1 Contractor's Responsibilities

Contractor shall be responsible for furnishing all labor and equipment for or incidental to its provision of the Services described in Section 1 of this Exhibit. Further, Contractor shall be responsible for providing CRRA with all deliverables as specified in Section 1.4 of this Exhibit.

2.2 CRRA's Responsibilities

CRRA shall be responsible for administering this Agreement, accepting the Services that are performed and completed by Contractor in accordance with Section 1 of this Exhibit A and for receiving any deliverables specified in section 1.4 of this Exhibit A. Further, CRRA will be responsible for the operation of the Stratford IPC through the duration of Task 1 and for coordinating access to the facility between the Contractor and Contractor's agents and the CRRA-arranged operator.

CRRA owns and operates two 70-foot platform truck scales at the IPC scale house, where all vehicles entering and leaving the IPC are weighed. CRRA will continue operating the scales with CRRA personnel throughout the term of this Agreement. During Tasks 2 and 3, CRRA will provide scale records to the Contractor each month within 10 days of the month's end. The Contractor will be responsible for reconciling market weights with CRRA scale house weights on a monthly basis.

2.3 Performance and Completion of the Services

All Services shall be performed and completed by Contractor in a good workmanlike manner consistent and in accordance with:

- (a) Any and all instructions, guidance and directions provided by CRRA to Contractor;
- (b) The Contract Documents;
- (c) Sound equipment operation practices;
- (d) The highest industry standards applicable to Contractor and its performance of the Services hereunder; and
- (e) All Laws And Regulations.

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

2.4 Direction of Services

CRRA may, where necessary or desired, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Services hereunder. CRRA reserves the right to determine whether Contractor will, upon completion of any phase of the Services, proceed to any or all remaining phases of the Services. If CRRA determines that Contractor shall not proceed with the remaining Services, CRRA shall terminate this Agreement in accordance with Section 4.3 hereof.

2.5 Operation of the Facility during Task 1

CRRA shall arrange for an operator to coordinate the transfer of recyclables from the Statford IPC to CRRA's Hartford Recycling Center located at 211 Murphy Road in Hartford, CT until the completion of Task 1.

2.6 Contractor's Access to Facility during Task 1

CRRA hereby grants to Contractor, during such times as directed by CRRA, access to those areas of the Property necessary for Contractor to perform the Services hereunder, provided that:

- (a) Contractor shall not interfere with any other operations or activities being conducted at such IPC or on such Property by either CRRA or any other person or entity;
- (b) Contractor directly coordinates with CRRA on such access and Contractor's storage of any equipment or materials on the Property; and
- (c) Contractor is in compliance with all of the terms and conditions of this Agreement.

CRRA reserves the right to revoke the access granted to Contractor herein if Contractor fails to comply with any of the foregoing conditions of access.

2.7 Contractor's Compensation

Contractor shall not receive compensation for Services provided under Task 1, excepting any out-of-pocket expenses which CRRA at its sole discretion agrees to reimburse as per Exhibit G of the Agreement. Any plans and drawings developed during phase 1 shall remain the property of the Contractor until they are submitted to and accepted by CRRA.

2.8 Termination

CRRA may terminate this Agreement at any time during Task 1 by providing Contractor with 30 days' prior written notice of such termination. Upon receipt of such written notice from CRRA, Contractor shall immediately cease performance of all Services, unless otherwise directed in writing by CRRA. Prior to any termination of this Agreement, Contractor shall remove all of its personnel and equipment associated with this Agreement from the Properties.

3. SCHEDULE

3.1 Commencement of Task 1 Services

Task 1 will commence immediately upon CRRA's issuance to Contractor of a Notice to Proceed with Task 1 Services.

3.2 Conclusion of Task 1 Services

Task 1 services will conclude when either:

- (a) Upon review of the deliverables outlined in section 1.4 of this Exhibit A, CRRA accepts such deliverables and issues to the Contractor a Notice to Proceed to Task 2 Services; or
- (b) CRRA terminates this agreement in accordance with section 2.8 of this Exhibit.

4. SECURITY FOR FAITHFUL PERFORMANCE

4.1 Required Performance Security for Task 1

At the Commencement Date of this Agreement, Contractor shall furnish CRRA with a Letter Of Credit in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS ("**Task 1 Security**").

4.2 Submission Of Security

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

4.3 Specific Requirements – Letter of Credit

The Letter of Credit required hereunder shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Letter of Credit, Contractor notifies CRRA by registered mail that the issuer of the Letter of Credit elects not to renew such Letter of Credit. If the issuer of the Letter of Credit furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the issuer elects not to renew the Letter of Credit due to no fault of Contractor, Contractor shall immediately substitute another letter of credit, subject to the requirements set forth in this Section 4.

4.4 Failure To Maintain The Security

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

4.5 Exercise Of Rights And Remedies

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

4.6 Issuing Companies

The Letter of Credit and the shall be issued and executed by a Connecticut Bank or by a national banking association acceptable to CRRA.

Exhibit B

Task 2 Scope of Services

Overview of Task 2 Services

Using the engineering plans and technical specifications from Task 1, and following notice from CRRRA to proceed to Task 2 Services, the Contractor shall at its sole cost and expense provide all the required labor, equipment, materials, and supervisory work necessary to construct and achieve the upgrade, replacement and retrofit of the new Stratford IPC.

Throughout the term of Task 2, the Contractor shall be responsible for diverting recyclables from the Stratford IPC to another facility approved by CRRRA, which approval will not be unreasonably withheld.

Note regarding this form of Exhibit B as contained within the Form of Agreement included in the Request for Proposals:

As noted in section 7.2 of the Instructions to Proposers, CRRRA expects to substantially negotiate the scope of work contained herein this Exhibit B with the Proposer after receiving its proposal but prior to award an Agreement.

Exhibit C

Task 3 Scope of Services

Overview of Scope 3 Services

Contractor shall provide operation and maintenance services for the upgraded and retrofitted IPC. Such services shall be provided from the date CRRA notifies the Contractor that final completion of Task 2 has been achieved until June 30, 2023. There shall be an option for a five year extension of the Service Agreement exercisable by CRRA at CRRA's sole and absolute discretion.

Contractor shall be responsible for all activities within the IPC, including, but not limited to, the following:

- a. Operating and maintaining the processing systems in the most efficacious manner to ensure compliance with performance guarantees required in the Agreement;
- b. Product marketing (unless CRRA is able to obtain better market pricing for any of the recyclable commodities received);
- c. Residue disposal for any residue generated from the processing operation;
- d. Providing management, supervision, personnel, labor, materials, equipment, services and supplies necessary to operate, maintain and repair the IPC, except that CRRA will be responsible for the operation of the scales in the new IPC;
- e. Maintenance of the scales and scalehouse; and
- f. Reconciling market weights with CRRA scale house weights on a monthly basis.

Note regarding this form of Exhibit C as contained within the Form of Agreement included in the Request for Proposals:

As noted in section 7.2 of the Instructions to Proposers, CRRA expects to substantially negotiate the scope of work contained herein this Exhibit C with the Proposer after receiving its proposal but prior to executing an Agreement.

DEFINITIONS

As specified in Section 1.1 of the Agreement, the following terms used in this Agreement shall have the meanings set forth below:

“Acceptable Recyclables” shall mean the following types of Solid Waste generated by and collected from residential, commercial, institutional and other establishments located within the corporate limits of any Participating Municipality, and deemed acceptable by CRRRA in accordance with all Applicable Laws for processing by and disposal at the Current IPC/Upgraded IPC: (i) all acceptable materials listed in the Southwest Permitting, Disposal and Billing Procedures as in effect from time to time (see **Section 3.23** of the Agreement herein); and (ii) any other Solid Waste deemed by CRRRA in its sole discretion to be Acceptable Recyclables. At CRRRA's sole discretion, CRRRA shall be entitled to expand this definition of acceptable recyclables by adding additional recyclables throughout the term of this Agreement.

“Addenda” means written or graphic documents issued prior to the proposal due date, which clarify, correct or change any or all of the Contract Documents.

“Affiliate” means a person that, directly or indirectly, controls or is controlled by, or is under common control with the Contractor

“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.

“Certificate Of Substantial Completion” shall mean the certified determination by Contractor that the **Task 2** Services provided by Contractor, including but not limited to all construction, renovation, and installation for the redesign and upgrade construction of the Updated IPC are substantially complete in accordance with this Agreement.

“Certificate Of Final Completion Of Updated IPC” shall mean the certified determination by Contractor that the **Task 2** Services provided by Contractor for the construction of the Updated IPC are fully complete in accordance with this Agreement.

“Change In Law” shall mean the adoption, promulgation, issuance, modification, or official change in interpretation, after the Commencement Date of this Agreement of a federal, state, city, or local law, ordinance, code, or regulation, rule, order or ruling by any federal, state, or local court, administrative agency or governmental body (except to the extent that such order or ruling is a result of the willful or negligent action or inaction of the party claiming such Change In Law) that imposes requirements or restrictions on: (i) the Contractor's performance under this Agreement, provided however, that any requirement of any Permit related to Contractor's performance under this Agreement which is based on existing law, ordinance, code, or regulation, rule, order, interpretation, or ruling by any federal, state, or local court, administrative

agency or governmental body as of the Commencement Date of this Agreement shall not be a Change In Law; or (ii) CRRA's performance of its obligations under this Agreement.

“Contract Documents” means this Agreement (including all exhibits attached hereto), the Notice To Proceed (as defined herein), any written amendments to any of the Contract Documents and any change order issued pursuant to Section 2.7 and/or 7.6 hereof.

“CT DEEP” or “DEEP” means the Department of Energy and Environmental Protection of the State of Connecticut.

“Dual-Stream” means recyclables delivered to the Stratford IPC in which bottles & cans have been kept segregated from paper & cardboard during the collection and delivery process

“Effective Date” means the date set forth above in this Agreement.

“Final construction documents” means the final operation and maintenance plan, the final application submittal engineering drawings, and any related documents that CRRA requires the contractor to submit as part of the Task 1 scope of services outlined in Section 1 of Exhibit A.

“Laws And Regulations” means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.

“Processing Facility” means any properly-permitted facility which takes in acceptable recyclables and then separates those recyclables into distinct commodities, partially or wholly prepares those commodities for use by an end-market where they will be used to manufacture new consumer products, and aggregates those commodities for shipment to that end-market.

“Processing System” means the combination of equipment, conveyors, and manual sorting stations which are designed to work together to take in acceptable recyclables and then separate those recyclables into distinct commodities for use by an end-market where they will be used to manufacture new consumer products, and aggregate those commodities for shipment to that end-market.

“Sites” means those areas of the Property upon which the Services are to be performed, furnished and completed by Contractor in accordance with the Contract Documents.

“Single-stream” means acceptable recyclables delivered to the Stratford IPC in which bottles & cans are commingled together with paper and cardboard into a single category during the collection and/or delivery process.

“Solid Waste” means unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the Connecticut General Statutes, excluding semi-solid, liquid materials collected and treated in a “water pollution abatement facility.”

“Stratford IPC” means the building, and grounds, excepting those areas specified herein this Agreement, of CRRA’s recycling Intermediate Processing Center located at 1410 Honeyspot Road in Stratford, CT.

“Ton” means a “short ton” of 2,000 pound unless expressly stated elsewhere in this Agreement.

Note regarding this form of Exhibit D as contained within the Form of Agreement included in the Request for Proposals:

As noted in Section 8.2 of the Instructions to Proposers, CRRA expects to make changes and additions to these definitions contained herein following the negotiation of the Scope of Tasks 2 and 3 with the selected Propose(s).

TECHNICAL DRAWINGS AND SPECIFICATIONS

This exhibit will be reserved for the technical drawings and specifications as negotiated between CRRA and the Successful Proposer based on their submitted proposal.

- B1 Technical Drawings
- B2. Process Flow Diagram
- B3. List of Equipment in the system
- B4. Contractor's Performance Guarantee of the System.

COMPENSATION SCHEDULE

This space is reserved for the Compensation schedule negotiated between the Successful Proposer and CRRA based on the Successful Proposer's Proposal.

In addition, the following clause will be added to such pricing at that time:

"Throughout the Term of this Agreement, CRRA reserves the right to negotiate with the Contractor to determine mutually acceptable pricing and specifications for any material not currently included in this compensation schedule which may become viably recyclable during the term of this Agreement."



SOUTHWEST RECYCLING TRANSFER STATION

PERMITTING, DISPOSAL AND BILLING PROCEDURES

Effective August 25, 2011

CONNECTICUT RESOURCES RECOVERY AUTHORITY

SOUTHWEST RECYLING TRANSFER STATION

PERMITTING, DISPOSAL AND BILLING PROCEDURES

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1. GENERAL

1.1 Definitions

As used in these procedures, the following terms shall have the meanings as set forth below:

- (a) “**Acceptable Recyclables**” shall include, but is not limited to, Commingled Container Recyclables, Paper Fiber Recyclables and Single Stream Recyclables and any other Solid Waste deemed by CRRA in its sole discretion to be Acceptable Recyclables.
- (b) “**Account**” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between CRRA and a person, firm or Participating Municipality providing for the use of the Facility and the services in connection therewith.
- (c) “**Authority**” or “**CRRA**” shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, established by *Connecticut General Statutes* Sections 22a-257 et seq.
- (d) “**Commingled Container Recyclables**” shall mean:
 - (1) Glass food and beverage containers, including, but not limited to, clear, brown, and green bottles up to 3 gallons or 10 liters in size that have been washed clean and whose caps, lids, and corks have been removed. Labels that remain attached and neck rings are acceptable. Examples include: soda, liquor, wine, juice bottles; jam jars; and mason jars.
 - (2) Metal food and beverage containers of up to 3 gallons or 10 liters of total volume in size, including No. 10 size cans, that have been washed clean. Clean metal lids are acceptable as are empty aerosol cans that previously contained non-hazardous substances. Examples include: soup, vegetable, juice, and other food cans; cookie tins; dog and cat food cans; kitchen spray cans; and bulk size vegetable containers.
 - (3) Aluminum used beverage cans that have not been flattened and that have been washed clean. Cans with self-opening tabs attached are acceptable. Examples include soda and beer cans.
 - (4) Aluminum foil that has been washed clean, folded flat and that is free of other materials. Examples include: aluminum foil wrap and take-out aluminum foil food containers.
 - (5) PET (polyethylene terephthalate) plastic containers (code 41) of up to 3 liters in size and that have been washed clean. Attached labels are

acceptable. Examples include: soda, juice, cooking oil, mineral water and dish detergent bottles.

- (6) HDPE (high-density polyethylene) plastic containers marked as #1 through #7 that have been washed clean. Containers of up to 2.5 gallons or 6 liters of total volume in size that did not previously containing hazardous materials are acceptable. Attached labels are acceptable. Examples include: milk jugs; and spring water, laundry detergent, bleach, and dish detergent bottles.
 - (7) All Plastic Bottles - #1 through #7 (food grade plastics) up to three (3) liters in size that have been washed clean. Attached labels are acceptable. Examples include: ketchup bottles, ice cream containers, yogurt containers, margarine tubs and lids.
 - (8) Aseptic packaging, including, but not limited to, gable top plastic coated paper containers up to 3 liters or 1 gallon in size. Such containers must be empty with straws and caps removed. Examples include: milk containers; juice containers; and small, single-serve juice and milk boxes.
- (e) “**Designee**” shall mean
- (1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul recyclables generated within the boundaries of said Participating Municipality; or
 - (2) In the case of CRRA, any company/entity contracted or authorized by CRRA to operate and maintain the Facility.
- (f) “**Facility**” shall mean CRRA’s Intermediate Processing Center facility located at 1410 Honeyspot Road Extension in Stratford, Connecticut.
- (g) “**Hazardous Waste**” shall shall mean waste, which is defined or listed as a hazardous waste in the Solid Waste Disposal Act, 42 U.S.C., §6901, et. seq., as amended, Connecticut General Statutes §22a-115, as amended, and/or any regulations, rules or policies promulgated thereunder.
- (h) “**Operator**” or “**Operators**” shall mean the organization or personnel in such organization under contract with CRRA for the operation of the Facility.
- (i) “**Paper Fiber Recyclables**” shall mean”
- (1) Newspapers (including newspaper inserts) and magazines (including catalogs) that are no more than two months old and that are clean and dry. Such newspaper and magazines may be commingled, bundled in brown (kraft) paper grocery bags.

- (2) Corrugated cardboard, only if such cardboard is corrugated (alternating ridges and grooves) with kraft (brown) paper in the middle. Such cardboard must be clean and dry and cannot be coated. Such cardboard must be flattened and, when flattened, must be no larger than 3 feet in width or height (oversized boxes must be cut -down to 3 feet by 3 feet. Bundles may only be tied with string.
 - (3) Junk mail, including all loose or bagged bulk mail consisting of paper or cardboard. Envelopes with windows are acceptable. Examples include: catalogs; flyers; envelopes containing office paper; brochures; and empty, small boxes.
 - (4) Office paper or high-grade paper, including all loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers and computer paper (continuous-form perforated white bond or green-bar paper).
 - (5) Boxboard, including all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Dry food and cereal boxes must have the inside bag removed. Examples include: cereal boxes; cracker boxes; shoe boxes; beer cartons; and six-pack holders. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- (j) **“Participating Municipality”** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which is party to the Inter-Community Agreement Establishing the Southwest Connecticut Regional Recycling Operating Committee for the delivery of Acceptable Recyclables at the Facility.
 - (k) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to CRRA and have been authorized to use the Facility by CRRA.
 - (l) **“Permit Number”** shall mean the vehicle identification number assigned by CRRA to a Permittee’s waste transportation vehicle for use at the Facility.
 - (m) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
 - (n) **“Single Stream Recyclables”** shall mean the commingling of any Acceptable Recyclables.
 - (o) **“Solid Waste”** shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the *Connecticut General Statutes*, excluding semi-solid, liquid materials collected and treated in a “water pollution abatement facility.”

- (p) “**SWEROC**” shall mean the Southwest Connecticut Regional Recycling Operating Committee.
- (q) “**Unacceptable Recyclables**” shall include
 - (1) Any of the following: anti-freeze containers; Asian corrugated; auto glass; books; ceramic cups and plates; clay post; clothes hangers; crystal; drinking glasses; food-contaminated pizza boxes; gravel; heat-resistant ovenware; hypodermic needles; leaded glass; light bulbs; mirror glass; motor oil containers; notebooks; paint cans; plates; porcelain; pots and pans; pyrex; stones; syringes; telephone books; tiles; waxed corrugated; and window glass;
 - (2) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and
 - (3) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.
- (r) “**Waste Hauler**” shall mean a person or firm, including a “collector” as defined in Section 22a-220a(g) of the *Connecticut General Statutes*, whose main source of income is derived from the collection, transportation, and/or disposal of waste.

1.2 Preamble

These procedures may be amended by CRRA from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact CRRA at (860) 757-7700 in order to obtain a copy of the procedures in effect. Additional copies of these procedures may be obtained at the cost of reproduction and postage. The procedures are also available on CRRA’s website at www.crra.org.

1.3 General Principles of Interpretation

- (a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures.
- (b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of these procedures so requires.
- (c) CRRA reserves the right to amend these procedures and the definitions herein from time to time as it deems necessary in its sole discretion.

2. PERMITTING

2.1 Permit Application

- (a) Any Waste Hauler, Private Non-Commercial Hauler, Participating Municipality or any other person or entity that desires to use the Facility shall obtain a permit in accordance with these procedures before delivering to and/or removing Acceptable Recyclables from the Facility.
- (b) Each applicant for a permit shall complete a permit application and provide to CRRA all of the necessary information requested thereon, including but not limited to:
 - (1) General company/business information;
 - (2) The identification of each vehicle owned, leased or operated by the applicant or its agents and employees and to be used by the applicant;
 - (3) Origin of all waste that applicant will collect;
 - (4) Estimated delivery volumes; and
 - (5) An executed Release of Liability and Attestation.

In connection with the foregoing, each applicant shall also execute and submit to CRRA as attachments to the permit application, the following:

- (6) All certifications of insurance that the applicant is required to provide pursuant to Section 3 hereof;
- (7) Any other document required by CRRA at CRRA's sole and absolute discretion.

2.2 Submission of Permit Application

- (a) Upon applicant's completion of the permit application and execution of all documents attached thereto, the applicant shall submit such permit application and documents to CRRA.
- (b) Pursuant to the submission of a Permit Application to CRRA, each applicant and Permittee hereby agrees to cooperate with CRRA or CRRA's Designee in any matter affecting the orderly operation of the Facility and to fully abide by and comply with these procedures. In addition to the foregoing, each applicant and Permittee acknowledges and agrees that any failure to cooperate with CRRA or CRRA's Designee or to abide by or comply with these procedures shall result in fines and/or suspension or revocation of disposal privileges at the Facility.

2.3 Issuance and Renewal of Permit

- (a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to CRRA and such permit application and documents are complete and satisfactory in all respects to CRRA, then CRRA may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
 - (1) The Permittee shall be assigned an Account number;
 - (2) Each of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee to the vehicle in a location clearly visible to the scale house attendant and as designated by CRRA;
 - (3) Each of the Permittee's roll-off boxes and trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee to the roll-off box or trailer in a location clearly visible to the scale house attendant, as designated by CRRA; and
 - (4) Trucks arriving at the scale house without the assigned Authority Permit Number properly displayed shall be denied access to the Facility.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid unless otherwise revoked by CRRA. Permits cannot be assigned or transferred. Permit documentation may be reviewed annually by CRRA.
- (d) At its sole and absolute discretion, CRRA may issue a Permittee a Temporary Permit for a vehicle not currently authorized under Section 2. A Temporary Permit may be issued for a substitute vehicle due to an emergency breakdown and/or the use of a demonstration vehicle. Temporary Permits are valid for up to six (6) days and may be issued to any particular Permittee no more than once every 60 days. During any time period when a Permittee's vehicle is denied access privileges, no Temporary Permits will be granted to the Permittee.

2.4 Tare Weights

- (a) Tare weights of all vehicles, trailers and roll-off boxes shall be established after delivery of the first load under a new Permit Number or Trailer/Roll-Off Box decal at the Facility. Such tare weights shall be obtained at the direction of the scale house attendant and under the procedures set forth by CRRA.
- (b) After the initial tare weights have been obtained, CRRA and/or the Operator may require the verification of tare weights on a random basis to verify the weight records. Haulers shall cooperate with CRRA and/or the Operator to provide such data as required.

- (c) Haulers may request spot tare weight checks for their trucks only if the spot checks do not negatively impact the operations of the Facility as determined by CRRA at its sole and absolute discretion.
- (d) At the direction of CRRA or CRRA's Designee, haulers failing to comply with the foregoing tare weight procedures shall be accounted for as follows:
 - (1) The vehicles last known tare weight; or
 - (2) A maximum 22 net tons.
- (e) If hauler fails to comply with the terms of this Section 2.4 and hauler(s) is accounted for in accordance with subsection (d) above, then hauler's disposal privileges shall be denied until hauler complies with the terms of this Section 2.4.

2.5 Miscellaneous

- (a) If the Permittee acquires any vehicle that is not authorized under the Permittee's permit, then the Permittee shall submit an amended permit application to CRRA pursuant and subject to the above procedures set forth in this Section 2.
- (b) Permittee is responsible for all charges, costs, expenses, disposal fees, and fines incurred under its permit.
- (c) If Permittee's Permit Number is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies CRRA in writing of the lost or stolen Permit Number.
- (d) Permittee shall give CRRA advance written notice of any changes in such Permittee's business operation that would have a material effect on Permittee's delivery schedules or weight records and shall include the effective dates of such changes. Such changes of Permittee's business operation shall include, but not be limited to, the following:
 - (1) Changes in name or mailing address;
 - (2) Changes in telephone number;
 - (3) Change in physical location of Permittee's business; or.
 - (4) Changes in the Permittee's business structure, including, but not limited to, the acquisition of other hauling companies, that would impact Permittee's volume of Acceptable Recyclables deliveries to the Facility.

2.6 Municipal Permits

If a Participating Municipality requires haulers to register or obtain a permit to haul, all Permittees that will collect Acceptable Recyclables from and/or deliver Acceptable

Recyclables to such Participating Municipality shall be required to register with such Participating Municipality. Each Participating Municipality may establish its own permit, registration, and/or inspection requirements, which must be followed by the Permittees collecting Acceptable Recyclables from and/or delivering Acceptable Recyclables to such Participating Municipality in addition to these procedures.

3. INSURANCE

3.1 Insurance

- (a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:
 - (1) Commercial general liability insurance alone or in combination with, commercial umbrella insurance with a limit of not less than one million dollars (\$1,000,000.00) per 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).
 - (2) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million dollars (\$1,000,000.00) each accident.
 - (3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand dollars (\$500,000.00) each accident for bodily injury by accident and five hundred thousand dollars (\$500,000.00) for each employee for bodily injury by disease.
- (b) Each applicant or Permittee shall submit along with its permit or permit renewal application to CRRA an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced in Section 3.1(c) below. Additionally, each Permittee shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(e) below and certifying that such insurance has been renewed and remains in full force and effect.
- (c) All policies for each insurance required above shall contain, or be endorsed to contain, the following provisions:
 - (1) Name CRRA and SWEROC as an additional insured (this requirement shall not apply to automobile liability or workers' compensation insurance);
 - (2) Include a standard severability of interest clause;

- (3) It shall be an affirmative obligation upon Permittee to advise CRRA's Risk Manager by fax (860-757-7741), by e-mail (lmartin@crra.org), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Risk Manager) within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a violation of its Permit;
 - (4) Hold CRRA and SWEROC free and harmless from all subrogation rights of the insurer; and
 - (5) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.
- (d) All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.
 - (e) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability, business automobile liability insurance and employers' liability insurance.
 - (f) If any Permittee fails to comply with any of the foregoing insurance procedures, then CRRA may in its sole discretion deny such Permittee any further access to the Facility and/or suspend or revoke its permit for same.
 - (g) No provision of this Section 3.1 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.
 - (h) CRRA shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for:
 - (1) The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates,
 - (2) The solvency of any insurer, or
 - (3) The payment of losses.
 - (i) For purposes of this Section 3, the terms applicant or Permittee shall include any subcontractor thereof.

3.2 Indemnification

Permittee shall at all times defend, indemnify and hold harmless CRRA, SWEROC, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, fines, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, SWEROC, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions and/or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse CRRA for damage to property of CRRA caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this Section 3.2 shall survive the termination or expiration of Permittee's permits.

4. OPERATING AND DISPOSAL PROCEDURES

4.1 Delivery of Acceptable Recyclables

Facility's Delivery Standards - Permittees shall comply with, and Permittee's Acceptable Recyclables delivered to the Facility must meet the following standards and other terms and conditions and such other standards as established by CRRA in its sole discretion;

- (a) Only pre-approved, Acceptable Recyclables will be accepted for delivery to the Facility. All Recyclables delivered to the Facility must meet the Facility Delivery Standards as detailed herein in order to be accepted. Loads in which Commingled Container Recyclables are mixed with Paper Fiber Recyclables will be accepted as Single Stream Recyclables at the Facility.
- (b) All vehicles delivering Recyclables to the Facility must have a valid permit issued by CRRA. Permit stickers must be displayed on roll-off containers as well as the vehicles delivering them.
- (c) All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.
- (d) Haulers may not deliver loads containing Acceptable Recyclables that originate from more than one municipality except for the loads from the Trumbull transfer station which is shared by Easton and Monroe. Loads from municipalities not participating in CRRA's recycling program will not be accepted unless CRRA has authorized such delivery.
- (e) Mechanical densifying of aluminum containers and plastic containers is prohibited (non-aluminum metal cans may be crushed or flattened) unless such containers are

commingled with Paper Fiber Recyclables and delivered as Single Stream Recyclables.

- (f) Loads of Acceptable Recyclables may not be delivered in bags of any type. All Commingled Container Recyclables and Single Stream Recyclables must be delivered in loose form to the Facility.
- (g) Due to poor quality of pre-sorted bottles and cans previously delivered, CRRA does not encourage delivery of pre-sorted containers. Any municipality or hauler wishing to deliver presorted containers must first obtain written approval from CRRA.

4.2 Access to the Facility

Access to the Facility by vehicles delivering Acceptable Recyclables from outside the City of Stratford shall be by State Highway or Interstate Highway entrances to 1-95 and proceeding to 1-95 off-ramps closest to the destination. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to by all Permittees.

4.3 Temporary Emergency Access to the Facility

CRRA, in its sole discretion and subject to any conditions or restrictions that it deems appropriate, may on a case by-case basis allow a Permittee temporary, emergency access to the Facility for the purpose of delivering Acceptable Recyclables to the same with a vehicle, roll-off box or trailer that is not authorized pursuant to these procedures to do so; provided, that such Permittee notifies CRRA at least twenty-four (24) hours in advance of Permittee's need for such temporary, emergency access.

4.4 Hours for Delivery

- (a) The operating hours, including the list of holidays, can be obtained by contacting CRRA's Billing Department at (860)-757-7700 or visiting CRRA's website at www.crra.org.
- (b) CRRA may, with at least thirty (30) days prior written notice, change the hours of operation for the Facility. Holiday and emergency closings and any schedule of make-up hours will be posted as needed at the Facility.

4.5 Disposal Procedures

- (a) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facility, unless otherwise approved (on a case-by-case basis) by CRRA. Only vehicles with back-up lights, audible warning signals, and proper functioning equipment in compliance with all applicable federal, state and local laws or regulations shall be allowed access to the Facility.

- (b) The doors of all vehicles shall be clearly marked with the business name and address of the Permittee. Any vehicle that is not properly marked shall be denied access to the Facility.
- (c) CRRA and/or the Operator will direct all vehicle traffic at the Facility.
- (d) All scales will be operated on a “first-come, first served” basis
- (e) No vehicles shall approach any scale until directed by the scale house attendant. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.
- (f) The speed limit on all roadways of the Facility is 15 M.P.H., unless otherwise posted.
- (g) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the Participating Municipality from which the load originated.
- (h) The scale house attendant responsible for the inbound scale will present a signed weight ticket to the driver. The driver is responsible for seeing to it that the information on the ticket is correct before signing.
- (i) When directed by the scale house attendant, a driver shall proceed with caution to the tipping floor bay and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- (j) All trucks must remain tarped until they are in the disposal area and out of the operation’s way.
- (k) No drainage of roll-off boxes is allowed on the premises of the Facility.
- (l) Roll-off or compactor boxes shall not be turned around on site.
- (m) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (n) Drivers must latch and unlatch packers in the disposal area.
- (o) At all times while on the property of the Facility, drivers and any other personnel accompanying a driver must wear the personal protective equipment specified by CRRA and/or the Operator as required for the Facility.
- (p) At all times while on the property of the Facility, drivers and any other personnel accompanying a driver must obey all signs and safety requirements posted by CRRA and/or the Operator at the Facility.

- (q) Drivers who wish to hand clean their truck blades must do so in areas designated by CRRA and/or the Operator.
- (r) The only trailers that may be used to deliver Acceptable Recyclables to the Facility are those coming from a Participating Municipality's transfer station unless otherwise approved by CRRA.
- (s) A vehicle or roll-off box/trailer tare weight shall be established by stopping at the outbound scale prior to departure from the Facility if required by the scale house attendant. Vehicles shall be tared as required by the scale house attendant. Any Permittee whose driver does not tare his vehicle or roll-off box/trailer or sign the weight ticket pursuant to the scale house attendant's instructions shall be charged the disposal fee for the gross weight of the load delivered.
- (t) Upon the direction of the scale house attendant or loader operator, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (u) Hand sorting, picking over or scavenging dumped recyclables is not permitted at any time.
- (v) All vehicles and personnel shall proceed at their own risk on the premises of all Facility.
- (w) No loitering is permitted at the Facility.
- (x) Smoking of tobacco products is prohibited at the Facility except in designated smoking area(s). The possession and/or drinking of alcohol as well as the possession and/or use of drugs at any time while on the premises of any of the Facility is strictly prohibited.
- (y) At all times while on Facility's premises, the drivers shall comply with CRRA's and/or the Operator's instructions.
- (z) CRRA reserves the right to inspect incoming deliveries at its sole discretion.
- (aa) Other procedures for the Facility may be promulgated over time by CRRA and, when issued, must be strictly obeyed.
- (bb) Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the *Connecticut General Statutes* or any other federal, state or local law or regulation shall be reported by CRRA to the appropriate authorities.
- (cc) Foul language and inappropriate behavior, including, but not limited to, spitting, swearing, lewd behavior, indecent exposure, urinating in public and littering, are not permitted on site at the Facility.

4.6 Weight Tickets

- (a) The driver of each truck delivering recyclables shall be presented a weight ticket from the scale house attendant. The ticket shall indicate date, hauler's company name, vehicle Permit Number and trailer/roll-off box decal number, gross weight, tare weight, net weight, origin of Acceptable Recyclables and time. Each driver will be responsible for identifying the municipality for which he/she is hauling.
- (b) If a driver fails to sign for or receive a weight ticket, the appropriate municipality of origin shall have such delivery accounted for in the tonnage reports provided to Participating Municipalities. If a driver fails to sign for or receive a weight ticket, the appropriate hauling company shall be billed for such delivery as if a weight ticket had been signed and received provided the delivery is from a non-participating municipality and a pre-approved tip fee had been agreed to by CRRA.
- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of CRRA and/or the scale house attendant as soon as possible. CRRA assumes no responsibility for unreported errors.
- (d) The Permittee/hauler shall use its best efforts to identify and provide CRRA written evidence of the origin of the Acceptable Recyclables to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Recyclables.

4.7 Facility Load Rejection Policy

CRRA or its agent will reject loads if they include unacceptable levels of contamination, if they are unprocessable, or if they otherwise do not meet the Facility Delivery Standards as determined by CRRA or its agent. Loads may be rejected before or after unloading. If a delivery is rejected after unloading, the Permittee is subject to a two hundred dollar (\$200) handling charge for excessive contamination.

Loads that are rejected prior to unloading will not be subject to a handling charge unless CRRA or the Operators determine that such charge is appropriate under the circumstances. Loads that are rejected prior to unloading will be considered as voided transactions and the tonnage will not accrue to the municipality of origin. CRRA reserves the right to charge additional fees, disposal fees, and or penalties above two hundred dollars (\$200.00) when circumstances warrant such.

- (a) Loads will be considered not to meet the Facility Delivery Standards if any of the following apply:
 - (1) They originate from more than one municipality except for loads from the Trumbull transfer station.
 - (2) They include recyclables that are not collected as part of a municipality's program provided, however, that such loads will be considered to meet the

Facility Delivery Standards if they have been pre-approved by CRRA or the Operator.

- (3) They originate from a municipality or municipalities that do not participate in SWEROC, unless authorized by CRRA.
 - (4) They are found to be contaminated and/or unprocessable.
 - (5) CRRA has communicated in writing to the hauler that the load or loads cannot be delivered to the Facility without written approval of CRRA.
- (b) Loads will be considered contaminated if any of the following apply:
- (1) A load of commingled containers contains more than 5% unacceptable containers or materials other than acceptable Commingled Container Recyclables.
 - (2) A load of paper fiber contains more than 5% unacceptable paper fibers or material other than Acceptable Paper Fiber Recyclables.
 - (3) A load of single stream recyclables contains more than 5% unacceptable Paper Fiber Recyclables or Commingled Container Recyclables or materials other than acceptable Paper Fiber Recyclables or acceptable Commingled Container Recyclables.
- (c) Loads will be considered unprocessable if any of the following apply:
- (1) More than 10% of a load of Paper Fiber Recyclables are wet except as a result of inclement weather.
 - (2) Acceptance of the load would significantly disrupt the normal operations of the Facility.
 - (3) More than 25% of a load's glass containers are broken in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
 - (4) More than 25% of aluminum cans are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
 - (5) More than 25% of plastic containers are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
 - (6) The condition of the load is such that a significant part (or the entire load) of the material would be unmarketable after processing or that by processing the material delivered in the load with the other accepted, processible material,

such other accepted processible material would be rendered unprocessable and/or unmarketable by coming in contact with the material in the load.

4.8 Vehicle Standards for Deliveries to the Facility

- (a) CRRA reserves the right to restrict vehicle access to the Facility.
- (b) All vehicles tipping at the facility shall be automatic self-dumping vehicles and shall have a minimum capacity of twelve (12) cubic yards unless otherwise approved by CRRA.
- (c) Refuse packer trucks may be used in the collection of containers only if the compaction mechanism for the vehicle has been disabled for maximum compaction (so as to minimize breakage). It is preferred that such a vehicle's use be dedicated for recyclable collection. CRRA and its agents will have the right to check vehicles to insure that the compaction mechanism has been disabled for maximum compaction when delivering recyclable containers.
- (d) Refuse packer trucks with operable compaction units may be used in the collection of newspapers, magazines and/or corrugated cardboard. It is preferred that the vehicle's use be dedicated for recyclable paper collection, and that the vehicle be free of any liquid or other residues (clean) inside the compartment.
- (e) Use of on-truck densifiers or other mechanical compaction to flatten containers is prohibited.

5. BILLING

5.1 Payment of Invoices

Invoices shall be issued by CRRA and payable as follows: CRRA shall issue an invoice to each Permittee that is not a Participating Municipality and is being charged a tipping fee, at a minimum, on a monthly basis, and each such Permittee shall pay such invoice within twenty (20) days from the date of such invoice or within the time specified in Permittee's specific contract with CRRA.

CRRA shall issue an invoice to each Permittee who is responsible for the delivery of unacceptable recyclables to the Facility that results in a cost to CRRA. Each Permittee shall pay such invoice within twenty (20) days from the date of such invoice or within the time specified in Permittee's specific contract with CRRA.

5.2 Liability for Payment of Invoices

Any Permittee who delivers to the Facility by means of any vehicle, roll-off box or trailer that is owned, leased or operated by either such Permittee or by any other Permittee, person or entity, shall be responsible for the payment of any invoice issued by CRRA in connection with such delivery of recyclables and the subsequent disposal or processing thereof by CRRA.

5.3 Past Due Invoices

- (a) If a Permittee fails to pay in full any invoice issued by CRRA pursuant to Section 5.2 on or before the close of business of the twentieth (20th) day following the date of such invoice, then such invoice shall be deemed past due and a delayed payment charge of one percent (1%) of the amount past due may be imposed commencing on the thirtieth (30th) day following the invoice date and continuing on a monthly basis following such thirty (30) day period until such invoice is paid in full. If a Permittee's specific contract language with CRRA differs from the foregoing, then the specific contract language of Permittee shall prevail.
- (b) In accordance with *Connecticut General Statutes* Section 22a-220c(c), if a hauler is delinquent in paying any invoice to CRRA for three consecutive months, then CRRA must notify any municipality served by hauler of hauler's delinquency.

5.4 Miscellaneous

If any Permittee fails to pay any invoice under this Section 5 by the due date for such invoice, then CRRA may in its sole discretion deny such Permittee any further access to the Facility and/or suspend or revoke its permit for the same until such Permittee pays in full to CRRA all past due invoices including any interest thereon. Additionally, CRRA may at its sole discretion pursue any remedies available to it at law or in equity. In connection therewith, the Permittee shall also be liable for all costs, expenses or attorneys' fees incurred by CRRA in collecting the amounts of past due invoices owed by such Permittee to CRRA, whether or not suit is initiated.

5.5 Return Check Policy

- (a) For each check returned to CRRA, the Permittee will be charged a processing fee of fifty dollars (\$50.00). Permittee must also immediately submit a replacement check in the full amount by either a bank or certified check. In addition, Permittee may be denied access to the Facility until such payment is received and processed by CRRA.
- (b) Permittees who have two returned checks within a four (4) month billing period will be required to submit all future payments by either bank or certified check for minimum period of six (6) months.

5.6 Disputes on Billing

In the event of a dispute on any portion of any invoice, the Permittee shall be required to pay the full amount of the disputed charge(s) when due, and the Permittee shall, within thirty (30) days from the date of the disputed invoice, give written notice of its dispute to CRRA. Such notice shall identify the disputed bill/invoice, state the amount in dispute and set forth a detailed statement of the grounds on which such dispute is based. No adjustment shall be considered or made by CRRA for the disputed charge(s) until notice is given as aforesaid.

6. SANCTIONS

6.1 Sanctions

- (a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to CRRA hereunder, CRRA may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See Appendix A attached hereto for examples of violations and their applicable sanctions. However, Appendix A is not, nor is it intended to be, a complete listing of all violations and applicable sanctions.
- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at the Facility, CRRA may in its sole discretion prohibit such individual from entering the premises of all or any part of the Facility for a period to be determined by the Enforcement/ Recycling Director or his/her designee.
- (c) CRRA may in its sole discretion reduce the sanctions authorized in Appendix A if CRRA determines that the circumstances involving the offense warrant such reduction.
- (d) In addition to any other violations of these procedures, sanctions shall be imposed by CRRA for the following:
 - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and CRRA for the delivery of Acceptable Recyclables by Permittee to the Facility;
 - (2) Delivery of recyclables from a municipality and representing that such waste is from another municipality (“Misrepresentation of Waste Origin”); and
- (e) If a Permittee does not commit a violation during the six (6) month period following the Permittee’s most recent violation, the Permittee’s record may be considered clear and any subsequent violation after the six (6) month period may be considered the Permittee’s first violation.

6.2 Appeal Process

A Permittee/hauler will have the right to appeal a monetary violation imposed against it by CRRA to the Appeal Committee.

The following process must be followed to preserve the appeal rights of a Permittee/hauler:

- (a) Within 10 days of the date of the monetary violation, Permittee/hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford CT 06114 or facsimile at 860-278-

8471 to request the incident report and supporting documentation (“Incident Report”) on the violation at issue.

- (b) The Field Manager of Enforcement/Recycling will send Permittee/hauler the Incident Report via certified mail/return receipt, with a cover letter noting the date the request was received.
- (c) Within 15 days of the receipt of the Incident Report, if Permittee/hauler has contradicting evidence that provides a reasonable basis to contest the Incident Report, Permittee/hauler must send a letter to the Director of Enforcement/Recycling at 100 Constitution Plaza, Hartford CT 06103, via certified mail/return receipt, explaining the reason for the appeal with a copy of the contradicting evidence.
- (d) No appeal will be granted if Permittee/hauler has not submitted evidence which contradicts the Incident Report or that provides a reasonable basis to contest the incident report.
- (e) No appeal will be granted if Permittee/hauler has not responded in the timeframe outlined above.
- (f) The Appeal Committee shall consist of three (3) members: CRRA President or designee, CRRA Director of Legal Services or designee, and an impartial, uninvolved ad hoc hauler member selected from a list of haulers registered to use the Facility.
- (g) The Appeal Committee will review the Incident Report and Permittee/hauler Information. The Appeal Committee will notify Permittee/hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal.. This decision is final.
- (h) If an appeal is granted, the Appeal Committee, in its decision will determine by majority vote, the adjustment, if any, to the violation. If there is a tie due to abstention, no adjustment will be made. The Appeal Committee may decrease or dismiss the sanction, but at no time will a sanction be increased.

7. LEGAL

7.1 Consistent with State Law

It is intended that these procedures be consistent with the applicable provisions of law. If any inconsistency should nevertheless appear, the applicable provisions of the laws of the State of Connecticut shall control.

7.2 Governing Law

These Procedures shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

APPENDIX A

| Number of Violations | Safety Violations | Maintenance Violations | Hazardous Waste Violation | Unacceptable & Misrepresentation of Origin Violation |
|--|--|--|--|---|
| Examples of Violations (Not limited to) | Speeding; No back-up alarm; Unsecured door | Motor Vehicle Operation; Failure to Follow Instructions; No Tarp | Any Delivery of Hazardous Waste or medical waste to Facility | Any Delivery of Unacceptable Recyclables or Misrepresentation of Origin of Delivered Acceptable Recyclables |
| 1st | \$250.00 | Written Warning to the Permittee | \$1,000.00 | Written Warning to the Permittee |
| 2nd | \$500.00 | \$100.00 | \$1,500.00 | \$500.00 |
| 3rd | \$1,000.00 | \$250.00 | \$2,000.00 | \$1,000.00 |
| 4th | \$1,500.00 | \$750.00 | \$3,000.00 | \$1,500.00 |
| 5th | \$2,000.00 | \$1,250.00 | \$4,000.00 | \$2,000.00 |
| 6th | \$2,500.00 | \$2,500.00 | \$5,000.00 | \$2,500.00 |

Notes:

1. First, all Violations are done **By Location**.
2. Second, Violations are done **By Type**.
3. The above list does not include a complete list of violations. It is meant to illustrate the types of offenses that may constitute a violation.
4. Disposal privileges may be denied or suspended for serious or repeated violations.
5. Reloading charges may be applicable for certain waste violations and are payable to either CRRA or the facility operator, in accordance with the respective agreement.

PERMIT INFORMATION

The permits included in the Information for Proposers, will be added by CRRA prior to the execution of this Agreement. CRRA reserves the right to add any additional information regarding permits related to the Stratford IPC, as it deems necessary prior to the execution of this Agreement.



TRAVEL POLICY AND EXPENSE REPORTING

**BOARD OF DIRECTORS POLICY AND PROCEDURE
NUMBER 032**

**APPROVED BY CRRRA BOARD OF DIRECTORS
SEPTEMBER 29, 2005**

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CONNECTICUT RESOURCES RECOVERY AUTHORITY TRAVEL POLICY AND EXPENSE REPORTING

1. GENERAL STATEMENT

This Travel Policy and Expense Reporting guide presents the policies that all CRRRA employees (hereafter "employee(s)") must adhere to in the planning and conducting of their business travel and their reimbursement requests. CRRRA requires that all travel expenditures and their accountings meet the Internal Revenue Service requirements of "ordinary, necessary and reasonable" and should be conservative and consistent with the nature of the business assignment. These policies safeguard CRRRA and protect the employee from being assessed additional taxable income. All employees are expected to fully comply with the policies and instructions in this guide. Reimbursements for actual and necessary expenses made to Directors of CRRRA shall be made consistent with the provisions of this Travel Policy And Expense Reporting guide; however, as stated in the Connecticut General Statutes, Directors shall not be required to obtain pre-approval from the President for any expenses.

2. APPROVALS

Prior written approval by the President or the employee's Division Head at least one (1) week in advance is required for all overnight trips out of state, except in an emergency. It is the obligation of the employee to obtain this prior approval and no reimbursement will be made without this approval.

Prior written approval by the President or the employee's Division Head at least one (1) week in advance is required for all employee trips that are for educational seminars, professional conferences, vendor-initiated field trips, and industry organization events.

To obtain written approval, the employee must complete the overnight travel form, and, if a cash advance is requested, complete a cash advance form that estimates the out-of-pocket expenses, and submit the completed form(s) to the appropriate Division Head or President in as far in advance as possible of departure date.

3. TRANSPORTATION

Transportation expenses should be kept to a minimum. The most direct and practical route should be selected.

3.1 Rental Automobile

Rental car expenses will be paid by CRRA and whenever possible should be billed directly to CRRA to take advantage of CRRA's tax-exempt status and any other discounts available to CRRA.

3.1.1 Insurance

3.1.1.1 Business Use Of A Rental Automobile

Employees on business do not need to purchase additional insurance coverage (collision damage waiver or excess liability) from the rental company. The Corporate Insurance Program covers these risks. Please note that all vehicles must be rented in CRRA's name to have CRRA's policy cover the employee.

3.1.1.2 Personal Use Of A Rental Automobile

Employees are prohibited from using a CRRA rental automobile for personal use. Personal use that is incidental to CRRA business use will be covered by the CRRA insurance policy as long as the vehicle was rented in CRRA's name. Incidental usage is defined as usage of the vehicle that is directly related to business usage (e.g. mileage to get meals on a business trip).

3.2 Business Use Of Employee's Car

3.2.1 Reimbursement Rate

The reimbursement rate for an employee's use of their personal automobile for CRRA business is the IRS approved rate, as adjusted from time to time by the IRS, for employee use of their personal car on business. The above mileage reimbursement allowance for business use of an employee's vehicle is calculated in a manner that takes into account all auto-related expenses, including the cost of carrying insurance (without a deductible). Therefore, CRRA will not reimburse an employee for vehicle damage or personal liability that occurs while a personal automobile is being used on CRRA business if the employee drives their personal vehicle 2,500 miles per year or more. This includes any deductible that may apply. However, if an employee's vehicle is driven on company business 2,500 miles or less annually, and is involved in a motor vehicle accident, CRRA will reimburse the employee through the normal expense reimbursement process for their physical damage deductible up to a maximum of \$500.00 per accident. Evidence of the payment of the deductible by the employee must be provided to CRRA in order to receive reimbursement. (Traveling on business does not include any travel involved in commuting to or from work, lunch time errands or anything other than authorized business use). Before an employee seeks the foregoing reimbursement for the use of his personal automobile, the

employee shall provide CRRA with written evidence of his personal automobile insurance with limits as required by the Connecticut General Statutes. The foregoing written proof shall be kept on file in the CRRA Finance Division.

3.2.2 Mileage Calculation

In all travel away from the CRRA office, the employee will be reimbursed using the shortest distance between points. For travel from Hartford to a CRRA facility, the President shall cause the shortest distance to be determined and the President shall cause such determination to be made available to employees. Unless approved by an employee's Division Head, employees shall use the distances determined by the President in all requests for reimbursement for travel from Hartford to a CRRA facility. An employee may request and the employee's Division Head may approve distances other than those determined by the President in extraordinary circumstances when, for reasons beyond the control of the employee, the route of the shortest distance was not reasonably available for use.

In calculating mileage, the normal commute mileage to and from the employee's home to the employee's assigned place of work must be deducted from the total trip mileage. For example, if the total trip mileage equals 100 miles, and normal commute mileage equals 20 miles, CRRA will reimburse the employee for 80 miles. This is in accordance with Internal Revenue Service and State of Connecticut policy.

3.2.3 Tolls/Parking

No receipts are necessary for tolls or parking unless they exceed five (\$5.00) dollars.

3.3 Air Travel

All air travel requires prior approval from the CRRA President. For approved travel, CRRA will reimburse employees only for coach accommodations. Employees are encouraged to inquire about discount packages and to take advantage of the least costly route whenever possible. When an employee plans a trip, the reservations should be made as far in advance as practical to obtain the lowest rate. All approved air travel for the previous month shall be reported to the CRRA Board of Directors at its next Board Meeting.

3.4 Taxis

Taxi service may be used when no other form of public transportation is available or when the cost of a taxi is close to the cost of public transportation. Employees are encouraged to use courtesy cars, airport limousines, or buses whenever possible. Since some taxi services do not provide receipts, you should have the back of your business card signed, dated, and the amount of the fare indicated by the driver.

3.5 CRRA Owned Automobiles

Please refer to the CRRA Vehicle Usage Policy adopted by the CRRA Board of Directors at its November 21, 2003, Board of Directors Meeting.

4. MEALS

Permissible expenditures for meals and tips depend on location and circumstances. Only reasonable and customary charges will be allowed and reimbursed by CRRA. An exception may be granted by the President in unusual circumstances. In-state breakfast, lunch, and dinner will not be reimbursed unless they involve a business meeting.

5. LODGING

Lodging accommodations in reasonable and economically priced single occupancy rooms, including customary tips, are reimbursable if the employee has to stay away from home overnight because of unfinished business or an early morning business meeting.

Employees should request government rates at the time of making reservations.

6. INCIDENTALS

The incidentals allowance encompasses such things as gratuities and one telephone call a day of reasonable duration to the employee's home. It is anticipated that the cost of such calls generally will appear on the employee's hotel bill.

7. PERSONAL EXPENSES

Some travel expenses are considered personal and CRRA will not reimburse them. The following, while not all inclusive, lists examples of such personal expenses that are not reimbursable expenses: amusements, athletic events, barbers, books for personal reading, athletic court or gym costs, damage to luggage, fines, hair stylists, magazines, newspapers, movies, and saunas.

8. OTHER BUSINESS EXPENSES

With prior approval of the President, CRRA will reimburse an employee for the incidental costs necessary to further an important CRRA business purpose. Any foregoing expense must be reported to the Board at the Board's next Board of Directors meeting. Any such expense must be documented by showing the following:

- The name(s) of the person or persons and the location and nature of the expense.
- The business relationship with CRRA.
- The specific business reason for the expense.
- The actual business conducted.

CRRA will not reimburse the cost of home entertaining.

9. EXPENSE REPORTING

All expense reporting must be submitted to CRRA using the CRRA expense reimbursement form(s) within twenty working days after the day the employee returns from his/her trip.

10. RECEIPTS

Employees shall obtain receipts for all travel expenses, exclusive of mileage reimbursement. This includes receipts for all meals, airfare, bus fare, taxi, toll or parking charges in excess of \$5.00 dollars, limousine, hotel, and registration fees. Travel expenses in excess of the stated guidelines herein will be reimbursed only if all receipts accompany expense vouchers. Expenses submitted without a receipt, except for gratuity and certain transfer charges, may not be reimbursed.

Original receipts are required for all entertainment.

11. EXCEPTIONS

Exceptions to these travel and expense guidelines will be authorized only upon the prior authorization of President when the circumstances warrant. Any such exception to these travel and expense guidelines should be documented and the President should notify the CRRA Board of Directors of such exception at the Board's next Board Meeting.

ORIGINAL

Approved by: Board of Directors
Effective Date: 05/20/04

REVISION 1

Prepared by: Jim Bolduc, Chief Financial Officer
Approved by: Board of Directors
Effective Date: 09/29/05



Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Redesign, Upgrade, And Operation and Maintenance Services
Stratford Intermediate Processing Center
1410 Honeyspot Road Extension
Stratford, CT 06615

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

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

OWNER (Name and Address):

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

AGREEMENT

| | |
|---|--|
| DATE: | |
| AGREEMENT NUMBER: | |
| AMOUNT: | |
| PROJECT DESCRIPTION <small>(Including Name and Location):</small> | |

BOND

| | |
|--|---------------------|
| BOND NUMBER: | |
| DATE: (Not earlier than Agreement Date) | |
| AMOUNT: | DOLLARS (\$ _____) |

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

CONTRACTOR AS PRINCIPAL

SURETY

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

(SEAL)

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

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

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

TERMS AND CONDITIONS TO CONSTRUCTION PAYMENT BOND

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Agreement, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Agreement, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Agreement shall be used for the performance of the Agreement and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Agreement are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Agreement. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or

Redesign, Upgrade, and Operation & Maintenance Services
at CRRA's Stratford Intermediate Processing Center
Form of Agreement Exhibit K

equipment were furnished by anyone under the Agreement, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or

equipment for use in the performance of the Agreement. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Agreement, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished,

- 15.2 Agreement: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

SCHEDULE OF PREVAILING WAGES

[The "Schedule of Prevailing Wages" will be added by CRRRA after it is received from the Connecticut Department of Labor]

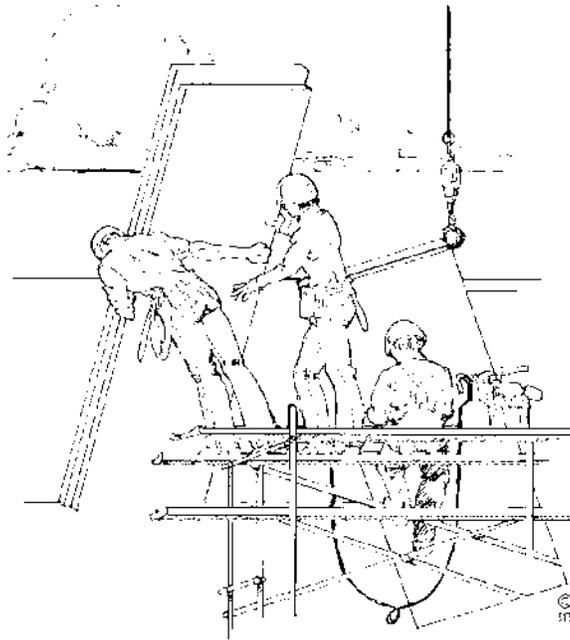
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____



**AFFIRMATION CONCERNING THE
STATE OF CONNECTICUT ETHICS LAW**

Pursuant to Section 1-101qq of the Connecticut General Statutes, this Affirmation shall be completed and properly executed by the chief official or other duly authorized representative of the business entity (the "Contractor") submitting a bid or proposal (a "Proposal") to the Connecticut Resources Recovery Authority for a large state construction or procurement contract, as defined in Section 1-101mm(3) of the Connecticut General Statutes.

I, the undersigned, am _____ (title) of
_____ (firm name), an entity duly
formed and existing under the laws of _____ (name of state or commonwealth)
("Contractor").

I affirm, as follows:

1. Contractor seeks to submit a Bid/Proposal for the "REDESIGN, UPGRADE, AND OPERATION & MAINTENANCE SERVICES AT CRRA'S STRATFORD INTERMEDIATE PROCESSING CENTER" (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. Pursuant to Section 1-101qq(a) of the Connecticut General Statutes, Contractor hereby affirms (i) its receipt of the summary of state ethics laws entitled "Guide to the Code of Ethics for Current or Potential State Contractors – 2010" (the "Summary"), and (ii) that the key employees of Contractor listed in TABLE A below have read and understand the Summary, and agree to comply with the provisions of State of Connecticut ethics law; and
3. Pursuant to Section 1-101qq(b) of the Connecticut General Statutes, Contractor agrees that it (i) shall provide the Summary to each subcontractor (a "Subcontractor") or consultant (a "Consultant") of Contractor on the Agreement, (ii) shall obtain the written affirmation ("Affirmation") in the form attached hereto from each such Subcontractor or Consultant, and (iii) timely provide each such Affirmation to the Connecticut Resources Recovery Authority.

| TABLE A: | Key Employees (with Title) of Contractor that Have Read and Understand the Summary, and Agree to Comply with the Provisions of the State Ethics Law |
|----------|---|
| | |
| | |
| | |
| | |
| | |

By (Signature): _____
Name (Print): _____
Title: _____

AFFIDAVIT CONCERNING NONDISCRIMINATION

[The successful Proposer's Affidavit Concerning Nondiscrimination (that was submitted with the successful Proposer's Proposal) will be added by CRRRA.]



**AFFIDAVIT CONCERNING
CONSULTING FEES**

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

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

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

1. Contractor seeks to enter into the "Agreement for Redesign, Upgrade, and Operation & Maintenance Services at CRRRA's Stratford Intermediate Processing Center" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of CRRRA, whether or not direct contact with CRRRA, a CRRRA official, a CRRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

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

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

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")

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

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date



**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

**AGREEMENT FOR REDESIGN, UPGRADE, AND OPERATION & MAINTENANCE
SERVICES AT CRRA'S STRATFORD INTERMEDIATE PROCESSING CENTER**

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

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal for the Agreement For The Redesign, Upgrade, And Operation & Maintenance Services At CRRA's Stratford Intermediate Processing Facility (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between February 2012 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreementto
 - (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
 - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and

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

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

| |
|--|
| Thomas Gaffey, Director of Recycling and Enforcement |
| Peter Egan, Director of Operations and Environmental Affairs |
| Roger Guzowski, Contract and Procurement Manager |
| |

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

| |
|---|
| Governor Dannel P. Malloy |
| Senator Donald E. Williams, Jr., President Pro Tempore of the Senate |
| Senator John McKinney, Minority Leader of the Senate |
| Representative Christopher G. Donovan, Speaker of the House of Representatives |
| Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives |

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

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

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

Sworn to before me this _____ day of _____ 20 12

Notary Public/Commissioner of the Superior Court

Redesign, Upgrade, and Operation & Maintenance Services
at CRRA's Stratford Intermediate Processing Center
Form of Agreement Exhibit S

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

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

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

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

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

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

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



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**AGREEMENT FOR REDESIGN, UPGRADE, AND OPERATION & MAINTENANCE
SERVICES AT CRRA'S STRATFORD INTERMEDIATE PROCESSING CENTER**

Awarded To

[NAME OF PROPOSER]

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

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the Agreement For Redesign, Upgrade, And Operation & Maintenance Services At CRRA's Stratford Intermediate Processing Center was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: Thomas D. Kirk

Title: President

State Of: Connecticut

County Of: Hartford

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

Sworn to before me this _____ day of _____ 2012__

Notary Public/Commissioner of the Superior Court