

**CENTRAL CONNECTICUT SOLID WASTE AUTHORITY (CCSWA)**

**REQUEST FOR PROPOSALS #2016-SWDS**

**SOLID WASTE DISPOSAL SERVICES**

**August 8, 2016**

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**Proposal Deadline: Thursday, September 15, 2016, 2:00 pm Eastern**  
**Pre-proposal Meeting: Thursday, August 18, 2016, 10:30 am Eastern**

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**Central Connecticut Solid Waste Authority  
c/o Capitol Region Council of Governments  
241 Main Street, 4th floor  
Hartford, CT 06106**

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# **CENTRAL CONNECTICUT SOLID WASTE AUTHORITY (CCSWA)**

## **REQUEST FOR PROPOSALS**

### **SOLID WASTE DISPOSAL SERVICES**

#### **1.0 OVERVIEW**

The Central Connecticut Solid Waste Authority (CCSWA) is soliciting Solid Waste disposal services for Member Municipalities. CCSWA is open to submittals from both Private Organizations and Public Organizations, or teams comprising the two.

#### **1.1 DESIRED OUTCOMES FOR THIS RFP PROCESS**

Motivating the members of the CCSWA for this competitive procurement process are the desires for the following:

- ◆ Competitive costs, meaning the lowest price for managing waste disposal.
- ◆ Minimizing Member Municipality transportation costs to deliver waste to facilities, and resulting in the least detrimental change to current collection programs and contractual arrangements for collection.
- ◆ Complying fully with the State of Connecticut Department of Energy and Environmental Protection (DEEP) for permitting and compliance and recycling mandates.

#### **1.2 KEY DATES**

A full schedule of the RFP process appears in Section 3.1. All times shown are Eastern Time.

- |  |                               |
|--|-------------------------------|
| ◆ Non-mandatory pre-proposal conference          | August 18, 2016 at 10:30 am   |
| ◆ Final Submission of Questions & Clarifications | August 25, 2016 at 2:00 pm    |
| ◆ Submittal deadline                             | September 15, 2016 at 2:00 pm |
| ◆ Service agreements executed                    | After January 1, 2017         |
| ◆ Commence contract (see Section 3.2.2 )         | Varies by municipality        |

#### **1.3 DEFINITIONS**

Definitions may be found in Appendix A.

#### **2.0 CCSWA SERVICE AREA**

##### **2.1 BACKGROUND**

The Central Connecticut Solid Waste Authority (CCSWA) was formed in 2010 under Chapter 103b, §7-273aa through §7-273pp of the Connecticut General Statutes (CGS) as a Regional Resource Recovery Authority to provide a comprehensive, long-term Solid Waste management solution for its Member Municipalities. CCSWA is a voluntary group of 15 cities and towns in the Capitol Region urbanized area.

The CCSWA has a governing Executive Committee and an actively involved membership of municipalities. The CCSWA is staffed by employees of the Capitol Region Council of Governments (CRCOG), a regional planning organization in the Connecticut Capitol Region, through an ongoing administrative agreement for professional, legal, advisory, and administrative support.

The 15 members of the CCSWA currently contract for disposal, some with the Materials Innovation and Recycling Authority (MIRA) and some with private companies in the region.

## **2.2 CCSWA MEMBER MUNICIPALITIES PARTICIPATING IN THIS RFP**

This RFP covers waste disposal for six of the CCSWA Member Municipalities:

- ◆ Town of Cromwell,
- ◆ Town of Enfield,
- ◆ City of Hartford,
- ◆ Town of Manchester,
- ◆ Town of Simsbury, and
- ◆ Town of South Windsor.

Appendix B contains technical specifications for each of these Member Municipalities. The technical specifications contain information about the sources and historical quantities of wastes requiring disposal. The data in Appendix B is provided for informational purposes only, and has been provided to the extent it is available. CCSWA and the Member Municipalities make no guarantees that the historically reported quantities will continue to be generated in the future. CCSWA does not guarantee a minimum quantity of wastes.

## **3.0 GENERAL PROVISIONS**

### **3.1 PROCUREMENT SCHEDULE**

Table 3-1 provides the procurement schedule, although there may be revisions. All times shown are Eastern Time. Any schedule revisions will be posted at <http://crocog.org/rfprfq/>.

**Table 3-1 CCSWA RFP Schedule**

Post RFP on CRCOG Website (on or about)	August 8, 2016
Non-Mandatory Pre-Proposal Conference Lincoln Center Hearing Room 494 Main Street Manchester, CT 06045	August 18, 2016, 10:30 am
Deadline for Written Questions	August 25, 2016, 2:00 pm
Responses to Questions Issued	September 1, 2016
RFP Submittal Deadline	September 15, 2016, 2:00 pm

#### **3.1.1 POSTING**

The RFP, any addendums, questions, responses, and any changes to schedule will be posted on the CROG website: <http://crocog.org/rfprfq/>. Direct notifications will not be sent to prospective vendors.

### 3.1.2 PRE-PROPOSAL CONFERENCE

CCSWA will hold a non-mandatory pre-proposal conference for interested Vendors. The purpose of the meeting will be to offer clarification. Prospective Vendors may attend in person only.

### 3.1.3 WRITTEN QUESTIONS

The deadline for written questions from potential Vendors is August 25, 2016 at 2:00 pm. General questions should be directed to Julian Freund at:

CCSWA  
c/o Capitol Region Council of Governments  
241 Main Street, 4<sup>th</sup> Floor  
Hartford, CT 06106  
Fax: (860) 724-1274  
E-mail address: [jfrend@crcog.org](mailto:jfreund@crcog.org)

**No oral interpretations** shall be made to any respondent as to the meaning of any of the documents. Every request for an interpretation shall be made in writing, **addressed and forwarded either to the address above, faxed to (860) 724-1274 or emailed to [jfrend@crcog.org](mailto:jfreund@crcog.org).**

Staff will arrange as addenda, which shall be made a part of this Request for Proposals and any resulting contracts, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of proposals, staff will post a copy of any addenda to CRCOG's website, located at <http://crcog.org/rfprfq/> **It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the agency's website.**

### 3.1.4 DEADLINE FOR SUBMITTAL

Responses must be sealed and be received no later than 2:00 pm on September 15, 2016. Any responses received after this date and time will not be considered. Submission requirements are set forth in Section 4.1 herein.

## 3.2 SCOPE OF WORK

The CCSWA is seeking qualified Vendors to provide all facilities, equipment, labor and services required for disposal of all Municipal Solid Waste and Bulky Waste under the Direct Control of the Member Municipalities, collected by the Member Municipalities and delivered to a Disposal Acceptance Facility or Facilities. This includes:

- ◆ All materials that are collected by a Member Municipality using municipal collection crews;
- ◆ All materials that are collected by a private Authorized Hauler under contract with a Member Municipality, and which can be directed by the Municipality to a specific facility;
- ◆ All materials accepted by a Member Municipality at a municipally owned convenience center or mini-Transfer Station.

It is noted that residential waste is currently collected by licensed/registered haulers in the Towns of Cromwell and Simsbury and are therefore not directly managed by these towns. Should either town enter into a contractual agreement with one or more haulers for the collection of these materials in the future, it is possible that these wastes would be added to this Scope of Work at that time.



### **3.2.1 GENERAL**

Vendors are required to accept wastes for disposal at one or more conveniently located Disposal Acceptance Facilities. Vendors must begin accepting materials from Member Municipalities by the date of commencement listed in Section 3.2.2 of this RFP.

Disposal Acceptance Facilities shall be capable of accepting all processible and non-processible Municipal Solid Waste collected and managed by the Member Municipalities.

Disposal Acceptance Facilities shall maintain safe and efficient procedures for queuing, weighing, unloading, screening, and vehicle departure to assure efficient use of the facility by CCSWA agents. Disposal Acceptance Facilities shall accept all Acceptable Wastes caused to be delivered by Member Municipalities.

Disposal Acceptance Facilities shall have sufficient capacity for unloading, storage, transfer, or other processing of materials so as not to impair delivery of materials from CCSWA Member Municipalities.

### **3.2.2 TERM OF THE AGREEMENT**

The Term of the Agreement will be selected by each Participating Municipality from the options on the Information and Pricing Forms in Appendix D. The Term will begin on the commencement date in the Side Letter Agreement and will be for a five-year term, unless an extension is negotiated and executed in writing. Extensions of the initial term of the contract may be considered for two additional one (1) year terms.

For information purposes only, the commencement date for each municipality is assumed to be the following:

**Table 3-2 Assumed Commencement Dates**

Town of Cromwell	July 1, 2017
Town of Enfield	July 1, 2017
City of Hartford	July 1, 2017
Town of Manchester	July 1, 2017
Town of Simsbury	January 1, 2018
Town of South Windsor	November 13, 2017

### **3.2.3 DELIVERY PRACTICES**

Member Municipalities shall cause their agents, including, but not limited to, crews collecting and delivering wastes to perform their services in a responsible and efficient manner.

The Vendor shall give the CCSWA priority consideration in weighing and off-loading operations. The maximum total waiting/tipping time from arrival at a Disposal Acceptance Facility, to departure from the Disposal Acceptance Facility, is not to exceed one-half hour per truck.

It is the intent of the CCSWA to deliver wastes on the same day on which they are collected from curbside. Deliveries from Member Municipality Transfer Stations may be made less frequently. Minimally, Disposal Acceptance Facilities for wastes shall be available to receive materials Monday through Saturday from 7:00 am until 4:00 pm, with holiday observances for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

### **3.2.4 MEASUREMENT – SCALES**

Disposal Acceptance Facilities must have calibrated truck scales to record the weight of all delivered loads. Disposal Acceptance Facilities shall have a process to accurately record the weight and time of all deliveries so that material quantities can be accurately weighed and accounted for in reporting and invoicing.

### **3.2.5 INSPECTIONS**

CCSWA, its Member Municipalities, or their Authorized Representatives have the right to make periodic inspections of any Disposal Acceptance Facility.

### **3.2.6 HEALTH AND SAFETY**

Disposal Acceptance Facilities shall have emergency, health and safety policies, procedures and practices for employees and users of the facility, and shall inform Member Municipalities of these policies, procedures and practices.

### **3.2.7 REPORTING**

Vendor will maintain daily records of:

- ◆ Total Acceptable Waste and Bulky Waste tonnage delivered to the Designated Disposal Acceptance Facility (Designated Facility);
- ◆ All Acceptable Waste and Bulky Waste delivered to the Designated Facility by each Participating Member Municipality; and
- ◆ All Residue, metals and other materials leaving the Designated Facility.

Copies of all such records (which shall be in such form, including electronic form, as any Participating Member Municipality may reasonably request for the purpose of invoicing the Participating Member Municipalities and others and for statistical purposes) will be provided to each Participating Member Municipality within ten (10) days after the end of each month, including reasonably detailed monthly summary information as to all Acceptable Waste delivered to the Designated Facility (including the identity of each person delivering such Acceptable Waste), and all Residue and other materials leaving the Designated Facility.

Copies of all daily records and Weight Tickets (or their substantial equivalent) will be maintained electronically by Vendor for a period of at least two (2) years.

### **3.2.8 INVOICING**

The Vendor will provide monthly invoices to each Participating Member Municipality within ten (10) days after the end of each month. Invoices shall contain charges for disposal. Invoices will include itemized quantities of materials accepted from Member Municipality, with tonnages, dates and times of delivery and the truck identifier. CCSWA's Member Municipalities shall be solely responsible for payment of invoices with no recourse to CCSWA.

## **3.3 PROCUREMENT PROVISIONS**

### **3.3.1 GENERAL PROVISIONS**

Proposals must be signed by a duly authorized official of the Vendor. By this signature, the Vendor agrees to abide by all the instructions, terms and conditions of the RFP and all associated laws and

regulations relating thereto. Should CCSWA omit anything from this RFP or should the requirements be conflicting, then the Vendor shall request a clarification from CCSWA in writing or at the Pre-Proposal Conference Meeting in accordance with the deadlines set forth above. The Vendors may not rely on any oral clarifications or statements made by CCSWA or its representatives. All clarifications and answers to Vendors' questions will be in writing and any changes to the RFP will be through Addenda issued by posting the answers or Addenda on the Capitol Region Council of Governments website: <http://crcog.org/rfprfq/> without any further notice.

### **3.3.2 RESERVATION OF RIGHTS**

CCSWA reserves the right to waive any technical or formal errors or omissions in a proposal and to reject any and all proposals. Further, CCSWA reserves the right to award all or part of the Contract Services to one Vendor or to negotiate waste services with two or more different Vendors and to make multiple awards as CCSWA deems is in the best interest of its members. This RFP does not commit CCSWA, or the Member Municipalities to award a contract.

### **3.3.3 INCURRED COSTS**

This request for proposals does not commit the CCSWA to award a contract or to pay any costs incurred in the preparation of a response to this request. The CCSWA will not be liable in any way for any costs incurred by Vendors in replying to this RFP.

### **3.3.4 RIGHT TO CANCEL**

The CCSWA reserves the right to cancel this RFP at any time and to decide not to consider any or all of the Vendors submitting information in response to this request.

### **3.3.5 FREEDOM OF INFORMATION**

Vendors are advised that any and all materials submitted in response to this RFP shall become the sole property of the CCSWA and shall be subject to the provisions of Chapter 14, §1-210 of the CGS, regarding Freedom of Information.

### **3.3.6 CONFIDENTIALITY**

CCWSA will keep confidential a Vendor's proprietary information given to CCWSA in connection with this RFP and any subsequent negotiations provided that (1) CCWSA is not required to disclose the information under Applicable Law, (2) the information is not in the public domain, (3) the information is identified as confidential prior to disclosure and (4) if the information is written, the document is marked by the word "confidential" conspicuously on the upper right hand corner of each page thereof, and is annotated to reference the provisions of Applicable Law that authorize nondisclosure of such material and information to the public.

In addition, any information that is marked by the company as confidential is not confidential if it (a) is now in, or after the date hereof has entered, the public domain through no fault of CCSWA or its Board, (b) was known by CCWSA prior to its disclosure hereunder, (c) was obtained by a third party who is not known by CCWSA to be prohibited from disclosing such information, and (d) is required to be disclosed by CCWSA, a Member Municipality or their Board as a matter of law and or regulation.

### **3.3.7 SEVERABILITY**

If any terms or provisions of this Request for Proposal shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

### **3.3.8 COLLUSION**

By responding, the firm implicitly states: that his/her proposal has not been made in connection with any other competing firm submitting a separate response to this RFP; is in all respects fair; and has been submitted without collusion or fraud. It is further implied that the firm did not participate in the RFP development process, had no knowledge of the specific contents of the RFP before its issuance, and that no employee of CCSWA either directly or indirectly assisted in the vendor's proposal preparation. The CCSWA reserves the right to require respondents to sign a confidentiality statement as a condition to entering the negotiations phase.

### **3.3.9 ORAL PRESENTATION**

Vendors who submit a proposal in response to this RFP may be required to provide an oral presentation of their proposal to the CCSWA. This provides an opportunity for the Vendor to clarify or elaborate on the proposal. These are fact-finding and explanation sessions only and do not include negotiation. The CCSWA will schedule the time and location of these presentations. Oral presentations are an option of the CCSWA and may or may not be conducted.

### **3.3.10 FACILITY TOURS**

The CCSWA reserves the right to tour any Disposal Acceptance Facilities identified by Vendors, at any point during the evaluation process. In the event tours are conducted, information provided during the tour(s) shall be taken into consideration when evaluating the stated criteria.

### **3.3.11 AFFIRMATIVE ACTION**

The CCSWA is an equal opportunity employer and requires an affirmative action policy from all contractors and vendors as a condition of doing business, as per Federal Order 11246. By signing the proposal sheet for this RFP, all respondents and contractors agree to this condition of doing business.

### **3.3.12 SUBCONTRACTING**

The successful Vendor may utilize the services of specialty subcontractors on those portions of the work that under normal contracting practices are performed by specialty subcontractors. The successful Vendor shall not award any portion of the work to a subcontractor without **prior written approval** of the CCSWA. The acceptance of any and all subcontractors shall reside with the CCSWA, and the CCSWA decision shall be final. The successful Vendor shall be fully responsible to the CCSWA for the performance, finished products, acts, and omissions of his subcontractors and persons directly or indirectly employed thereby.

### **3.3.13 ASSIGNING/TRANSFERRING OF AGREEMENT**

Any successful firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute

such an agreement to any other person, company or corporation without prior consent and approval in writing from the CCSWA.

### **3.3.14 PRIOR EXPERIENCE AND ADDITIONAL INVESTIGATIONS**

The Vendor shall accurately represent its financial capabilities, experience and qualifications. Experiences with the members of the CCSWA and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers. The CCSWA reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Vendor submitting a proposal.

### **3.3.15 BONDS**

Vendors, excluding Public Organizations that are not eligible to obtain bonding pursuant to these provisions, will be required to issue a Performance Bond or letter of credit in the amount equal to twelve months of the contract amount and a payment bond.

### **3.3.16 INSURANCE**

The Vendor shall be required to furnish proof of the ability to obtain the insurance coverage, described in Appendix E of the RFP, in their responses.

### **3.3.17 KICKBACKS AND GRATUITIES**

No Vendor or its representative shall offer, give or agree to give any employee or representative of CCSWA or its members any gratuity or offer of employment to influence any aspect of this RFP or any decision in connection with this RFP or its subsequent negotiations.

### **3.3.18 WITHDRAWAL OF RESPONSES**

After the submittal deadline, no response submitted may be withdrawn, in whole or in part, without the written consent of CCSWA and/or CRCOG.

### **3.3.19 ASSIGNMENT OF RIGHTS AND TITLES**

The Vendor assigns to CCSWA all rights, title and interests in and to all causes of action it may have under §4 of the Clayton Act, 15 USC, §15, or under Chapter 624 of the CGS. This assignment occurs when the Contractor is awarded the contract.

### **3.3.20 COMPLIANCE WITH APPLICABLE LAWS**

Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Chapter 58, §4a-60 and §4a-60a of the CGS. The Contractor also agrees that it will hold CCSWA harmless and indemnify CCSWA from any action which may arise out of any act by the Vendor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Chapter 446c, §22a-194 through §22a-194g of the CGS, related to product packaging.

### **3.3.21 NON-DISCRIMINATION**

Resulting contracts are subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, and §16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, regarding Violence in the Workplace Prevention Policy.

### **3.3.22 CONNECTICUT GENERAL STATUTES**

The contract arising from the bid may be subject to the provisions of Chapter 14, §1-218 of the CGS, as it may be modified from time to time. In accordance with this section, each contract in excess of two million, five hundred-thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Chapter 14, §1-205 and §1-206 of the CGS.

Incorporated by reference into any contract is Chapter 814c of the CGS, which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

## **3.4 CONTRACT TERMS AND CONDITIONS**

The successful Vendor is expected to execute the Draft Service Agreement attached as Appendix C-1 for a Waste-To-Energy facility or Appendix C-2 for a Transfer Station. Public organizations may submit an alternative agreement if they are prevented from executing this agreement because of governance policies. Private Vendors must include with their proposals any exceptions to the Service Agreement. Vendor exceptions will be considered as part of the evaluation process. The successful Vendor will be deemed to have consented to the Service Agreement unless the Vendor in its Proposal provides specific exceptions to the individual provisions.

### **3.4.1 PRINCIPLE AND SIDE LETTER AGREEMENTS**

CCSWA is undertaking this procurement in order to enter into an Agreement under which Participating Member Municipalities may execute Side Letter Agreements, attached as Appendix C-1, Attachment 2 for a Waste-To-Energy facility or Appendix C-2, attachment 2 for a Transfer Station, for the disposal of Acceptable Waste. The Agreement between CCSWA and the Vendor will establish the major terms and conditions, including pricing under which the services will be performed.

Each Participating Member Municipality which chooses to participate under the Agreement between CCSWA and the Vendor will execute a Side Letter Agreement with the successful Vendor and the CCSWA, incorporating these terms and conditions, and committing the Participating Member Municipality to deliver all of the Acceptable Waste under its Direct Control to the successful Vendor at the price and for the term agreed upon in the Agreement between CCSWA and the Vendor.

There will be no recourse to CCSWA under the terms of the Participating Member Municipality Side Letter Agreement.

Since CCWSA's Member Municipalities are not required to participate under the Agreement between CCSWA and the Vendor, and due to the need of each Municipality to approve the Participating Member Municipality Side Letter Agreement, the successful Vendor may need to negotiate special provisions that are required by each Municipality and their unique circumstances.

### **3.4.2 LIQUIDATED DAMAGES**

Liquidated damages will be incorporated into the contract unless prohibited by the governance rules of a public organization. Vendors should review the liquidated damages as described in Article III, Section 3.04 of the Service Agreements in Appendix C-1 and Appendix C-2.

## **4.0 PROPOSAL FORMAT AND ORGANIZATION**

### **4.1 SUBMISSION REQUIREMENTS**

Vendors shall submit one signed original and eight (8) copies of Proposals, which are to be delivered to the CCSWA no later than **September 15, 2016 at 2:00 pm Eastern Time**. One (1) copy of the Proposal documents must be clearly labeled as the "Original" and must contain the original signature forms and other original documents. Vendors should also enclose one full copy of their Proposals on CD-ROM in .pdf format. Only hard copies of Proposals with an electronic copy in .pdf format on CD-ROM will be accepted. Faxed and e-mailed copies will not be accepted. The original hardbound Proposal shall take precedence over information on the CD-ROM. Proposals shall be addressed to:

Julian Freund  
CCSWA  
c/o Capitol Region Council of Governments  
241 Main Street, 4<sup>th</sup> Floor  
Hartford, CT 06106

The Proposals shall be in a sealed package with the following information written on the outside:

Proposal: (RFP #2016-SWDS)  
Solid Waste Disposal Services  
Due Date: September 15, 2016, 2:00 pm Eastern Time  
Submitted to: Central Connecticut Solid Waste Authority  
Submitted by: (Company Name of Vendor; Address of Vendor)  
Authorized Official: (Name of Vendor's Authorized Official)

All Proposals must be complete with all requested information, data and attachments. Proposals will not be subject to a public opening. Any Proposal received after the time above or at any other location are subject to being returned to the Vendor. Proposals may be withdrawn prior to the submission date, but any such request must be delivered to the CCSWA in writing. Modifications to the Proposal, in writing, received prior to the submission date will be accepted. In the event a Vendor opts to submit a modification, the Vendor should deliver a new, complete set of Proposals as described above; which shall replace the previous set of Proposals.

## **4.2 FORMAT**

Submittals shall be on 8½" x 11" paper using no less than 11 point font with 1" margins. The paper shall be post-consumer recycled paper, and duplex printed, as appropriate. Materials should be submitted in a format that allows for easy removal and recycling. Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as three ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC or comb binding. Glued materials, paper clips, binder clips and staples are acceptable. Drawings or other graphic representations may be provided on 11" x 17" paper. The submittal shall include a table of contents, which identifies the major sections as outlined herein, and any illustrations, tables, charts or graphics included in the submittal.

Elaborate proposals, such as those including expensive artwork, beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

All Proposals must order the content of the response in conformance with the sections below. Appendix D-1 contains a detailed Proposal Table of Contents summarizing required content and enumeration of sections and subsections. The Proposal Form, Appendix D-2, will include the Vendor identification number.

The CCSWA may disqualify any Vendor, and may reject any Proposal, that fails to provide complete and accurate information in response to the requirements in the following sections of this RFP. In addition, Vendors are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the Vendor to organize the information required by this RFP as outlined may result in the CCSWA, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP.

### **4.2.1 TRANSMITTAL LETTER**

The submittal must include one signed transmittal letter of no more than two pages. The transmittal letter should contain the information below and should not contain additional marketing-related information nor should it contain information about the services being proposed:

- ◆ Name, title, address, phone number, fax number, and e-mail address of person who is designated to be the point of contact for receiving notices, Addenda, or other information concerning this RFP on behalf of the Vendor;
- ◆ Vendor's Tax Identification Number(s)
- ◆ The Vendor shall specify the individual authorized to bind Vendor in any negotiations or contractual activities with CCSWA.
- ◆ The transmittal letter shall conclude with the statement: "(Company or Organization name) has carefully examined all documents constituting the RFP and the Addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such Addenda, is prepared to furnish all plants, labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP and the Proposal."



#### **4.2.2 PROPOSAL FORM**

Vendors shall complete an executed Proposal Form as attached in Appendix D-2. Submittals must be signed by an officer of the corporation, partnership, limited liability company, or Public Organization who is authorized to legally bind the Vendor. Submittals by joint ventures should include signatures of each joint venture partner (with a separate Proposal Form executed for each partner).

#### **4.2.3 TABLE OF CONTENTS**

The Table of Contents is inserted in the proposal after the Proposal form.

#### **4.2.4 GENERAL QUALIFICATIONS (SECTION I)**

The Vendor shall provide detailed information to demonstrate its qualifications and ability to effectively provide the services that the CCSWA is requesting.

##### **A. DESCRIPTION OF VENDOR ORGANIZATION AND STATEMENT OF SERVICES**

The Vendor shall provide general background information about itself to describe the extent of its disposal operations and experience, as well as any other waste management industry experience and services, in Connecticut, in the Northeast Region as a whole, and company-wide.

##### **B. EXPERIENCE PROVIDING COMPARABLE CONTRACTUAL SERVICES**

Vendors shall provide three references from municipalities or public authorities/agencies where Vendor has or is currently providing waste disposal services under contract. Descriptions of relevant experience, as demonstrated through existing contracts for similar services, and reference information shall contain the information as shown in the Organizational Experience and Reference Form in Appendix D-3. Vendors must provide all information on this form for each example of relevant contracted services.

##### **C. MANAGEMENT STAFF**

Vendor shall introduce the company's senior management team and identify the designated contract manager, including contact information. Include senior management team resumes (no more than 2 pages) in this subsection.

#### **4.2.5 FINANCIAL CAPABILITY AND LEGAL STANDING (SECTION II)**

Vendors shall provide the information requested in this section to demonstrate financial capability, good legal standing, and business capability needed to assure performance.

##### **A. FINANCIAL CAPABILITY**

Vendors shall submit complete copies of annual audited financial statements for the most recent three (3) years for the Vendor. The financial statements may consist of audited statements, the most recent annual reports or 10-K reports, tax returns, or comparable reliable information. Vendors may enclose prepared financial statements separately from the bound Proposal

Vendor shall provide information on the firm's access to bank lines of credit, revolving credit agreements, or other sources of working capital funds.

Vendors who deem their financial information to be confidential information may denote this by the word "confidential" conspicuously marked on the upper right hand corner of each page thereof.

#### **B. PROOF OF BONDING CAPABILITY**

Vendors shall submit a letter from a Surety evidencing their ability to secure a Performance Bond in the amount of the average yearly cost of this Agreement for the provision of the waste disposal services described in the Proposal, unless the Vendor's status as a Public Organization precludes such bonding. Letters must be on the Surety's letterhead and state the title and number of this Request for Proposals. Public Organizations are encouraged to provide in their Proposals a discussion of alternate strategies for guaranteeing performance if awarded an agreement for services.

#### **C. PROOF OF INSURANCE**

Vendors shall submit a copy of their Certificate of Insurance (COI) evidencing that the Vendor maintains the minimum insurance coverages as required in Section 3.3.16 and Appendix E of this RFP.

#### **D. LEGAL STANDING**

Vendors shall complete the Legal Standing Checklist, Appendix D-10, and attach an explanation in writing of any affirmative responses (or else affirm negative responses).

### **4.2.6 TECHNICAL SOLUTION – DISPOSAL SERVICES (SECTION III)**

#### **A. DESCRIPTION OF OPERATIONS**

Vendors shall provide the following information for their Proposed Disposal Acceptance Facility and Backup Disposal Facility in the order shown to inform CCSWA about the expected management and operating capabilities offered by the Vendor.

1. Provide an organizational chart and one-page resumes or bios of Disposal Acceptance Facility operations management and staff illustrating the names, titles, qualifications, and chain of command.
2. Provide a brief physical description and graphical layout of the Disposal Acceptance Facility.
3. Provide a copy of the Disposal Acceptance Facility Operations Plan, including the receiving schedule, onsite traffic management procedure, waste receiving procedure, and plan for extended and additional operating hours when requested by the Member Municipalities, and access during authorized or unauthorized strikes, work stoppages, slowdowns, or other labor unrest.
4. Indicate the types of waste accepted at the Disposal Acceptance Facility, any restrictions (i.e., particle size limits, bulky material characteristics, incidental wastes, etc.), and any penalties associated with restricted items.
5. Describe the methods for managing Special Handling Waste, Hazardous Wastes, and other materials that from time to time may be delivered to the Disposal Acceptance Facility, and any penalties associated with managing Special Handling Waste. Describe any processes for removing potentially recyclable materials from the disposed wastes. How will CCSWA Member Municipalities receive recycling credit for these materials?

6. Describe procedures for screening and rejecting incoming loads of waste. Describe how the Vendor would communicate with CCSWA Member Municipalities to inform them about and work cooperatively to reduce delivery of unacceptable material in the future. Indicate any thresholds for unacceptable material.

#### **B. ENVIRONMENTAL AND OPERATING COMPLIANCE**

Vendors shall submit, for their Proposed Disposal Acceptance Facility, and Backup Disposal Facility, the following items.

1. Copies of appropriate Operating Permits under which the Disposal Acceptance Facility operates.
2. Describe the Disposal Acceptance Facility environmental controls and demonstrate compliance with Applicable Law.
3. Provide a detailed list and description of past and current enforcement cases against the Disposal Acceptance Facility, including warning letters, notices of violation, consent orders or other environmental investigations.
4. Provide a detailed list of past, current or threatened claims or lawsuits based on or related to pollution or contamination associated with the past or present activities at the Disposal Acceptance Facility.
5. Are any tests to be performed on incoming loads? If so, describe the test type and frequency.

### **4.2.7 PRICE PROPOSALS (SECTION IV)**

#### **A. DISPOSAL ACCEPTANCE FACILITIES**

For each Participating Member Municipality, the Vendor shall provide information on the proposed Disposal Acceptance Facility and any proposed Backup Disposal Facility. For each facility proposed, this information will include the name and address of the facility, the name, title and telephone number of the facility manager/contact person, the hours of operation, permit number, permitted capacity, one-way roadway distance from Municipality central address, and the estimated one-way drive time from the Central Address. This information is to be included on the Pricing Forms in Appendix D.

Include a statement of acceptance for the Draft Service Agreement (either Appendix C-1: Draft Service Agreement, Waste-To-Energy Facility; or Appendix C-2: Draft Service Agreement, Transfer Station) appropriate to your facility/facilities, and list any exceptions.

#### **B. DISPOSAL PRICING**

For one or more Participating Municipality, the Vendor shall provide prices on the appropriate Pricing Form(s) in Appendices D-4, D-5, D-6, D-7, D-8 and/or D-9. Prices are to be provided for the terms shown for each Participating Municipality. Vendors are not required to propose on all Participating Municipalities.

Initial terms are to be for a flat-rate, and there may be a Consumer Price Index (CPI) increase for any extensions, as described in the Draft Service Agreements, Appendix C-1, Waste-To-Energy Facility, or Appendix C-2, Transfer Station.

#### **4.2.8 OTHER INFORMATION (SECTION V)**

Vendors may use this section to enclose additional information not elsewhere requested

### **5.0 EVALUATION AND AWARD CRITERIA**

#### **5.1 EVALUATION PROCESS**

Proposals shall be evaluated by the CCSWA. Selection shall be made of one or more Vendors deemed to be fully qualified and best suited among those submitting proposals on the basis of the scope of services included in this Request for Proposals. Negotiations shall be conducted with the Vendor(s) so selected. After negotiations have been conducted with the Vendor(s) so selected, the CCSWA shall select the Vendor(s) which, in its opinion, has made the best proposal, and shall award the contract to that Vendor(s) if it so chooses.

Should the CCSWA determine in its sole discretion that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Vendor. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.

The CCSWA shall award an agreement by written notice to the selected Vendor(s). Participating Member Municipalities who choose to participate under the Agreement between CCSWA and the Vendor will then take up the terms of the agreement with their elected officials and will individually execute Side Letter Agreements with the Vendor and the CCSWA.

All information contained in the Proposals submitted to the CCSWA will remain confidential until the conclusion of the process. The CCSWA will, however, publish a list of Vendors who submitted a Proposal.

#### **5.2 MINIMUM QUALIFYING CRITERIA**

Proposals that do not meet the minimum qualifications may not be further evaluated by the RFP Committee. The Vendor shall provide in its Proposal all information necessary to demonstrate compliance with the minimum qualifications.

The minimum qualification requirements are as follows:

- ◆ The Proposal contains the Transmittal Letter, completed Proposal Form, Organizational Experience and Reference Form, Pricing Forms, Legal Standing Checklist; and contains all required sections of the Proposal as outlined in the Table of Contents in Appendix D-1.
- ◆ Vendor must demonstrate its ability to supply a Performance Bond and a Certificate of Insurance evidencing sufficient coverage, as described in Section 3.3.15, Section 3.3.16 and Section 4.2.5.
- ◆ Vendor must demonstrate the ability to provide guaranteed permitted capacity at its Proposed Disposal Acceptance Facility throughout the contract term.
- ◆ Vendor demonstrates that it has the corporate qualifications, assets, financial capacity and resources to perform the services if selected.

### **5.3 PROPOSAL EVALUATION CRITERIAS**

The Evaluation Criteria for Proposals are set forth in the following sections. The Vendor shall provide in its Proposal all information necessary to address the Evaluation Criteria listed below.

#### **5.3.1 OVERVIEW OF CRITERIA**

The Proposal Evaluation will include the following criteria:

- ◆ Qualifications (Experience, Financial Strength, References, Operations Plan),
- ◆ Adequacy of Legal Standing Checklist,
- ◆ Acceptance of CCSWA Contract Terms with Minimal Revisions, and
- ◆ Pricing for each Participating Member Municipality for which Vendor has proposed.

The primary consideration in selection of vendor(s) will be the best interests of the Participating Member Municipalities.

Explanations for each of the categories are in the following sections.

#### **5.3.2 QUALIFICATIONS: EXPERIENCE, FINANCIAL STRENGTH, REFERENCES**

The Vendor will be evaluated based on its qualifications and experience in providing waste services on other comparable solid waste projects, as follows:

- ◆ Commitment of experienced management staff with appropriate management structure and sufficient financial resources to assure sufficient authority to serve the needs of the CCSWA Member Municipalities.
- ◆ Adequacy of general corporate experience in providing waste capacity to municipalities in Connecticut and the New England region.
- ◆ Positive results obtained from the contacts provided for each of the reference contracts. CCSWA reserves the right to contact any and all references.
- ◆ Positive background check indicating that the Vendor has completed similar contracts with a minimum of liquidated damages or fines.

##### **5.3.2.1 Qualifications: Operations**

Vendor shall provide sufficient information to clearly describe its plans to provide Waste Disposal Services to the CCSWA. The Proposal must include its Proposed Disposal Acceptance Facility and a suitable Backup Disposal Facility.

Vendor shall also describe the transfer, transportation, conversion, processing, and other steps for ultimate disposal or incineration (or other conversion) of disposed wastes. If ash or other residue is generated at the facility, a description of how this material will be disposed should be included.

The Disposal Criteria focus on the Vendor's ability to meet the waste disposal performance requirements and provide the services described in this RFP. Operations will be evaluated based on the following:

- ◆ Convenience of the location of the Proposed Disposal Acceptance Facility.

- ◆ Proposal's compatibility with existing collection practices so that disruption to existing collection practices will be minimized.
- ◆ Likelihood of cost minimization.
- ◆ Transportation distance and mode of transportation used to move wastes from the Proposed Disposal Acceptance Facility to its final disposition.
- ◆ Ability to achieve recycling or energy recovery.
- ◆ Qualifications of key personnel assigned to manage the Proposed Disposal Acceptance Facility throughout the term of the agreement.
- ◆ Responsiveness of the Operating Plan at the facility to accommodate the delivery schedules and reporting requirements of the CCSWA Member Municipalities in a safe and reliable manner.
- ◆ Any additional services provided, at no additional cost.

### **5.3.3 LEGAL STANDING**

Vendor's completion of Legal Standing Checklist, Appendix D-10, and any written explanation of any affirmative responses (or affirmation of negative responses) will be evaluated for completeness and for satisfactory responses.

The following will be considered:

- ◆ Has the Vendor demonstrated that its facilities have remained under full regulatory compliance at all times?
- ◆ Has the Vendor recently merged or acquired any businesses? How will such merger/acquisition activity impact the performance of the services?
- ◆ Is there any pending litigation and/or concluded lawsuits and/or contract litigation that may impact the Vendor?

### **5.3.4 ACCEPTANCE OF CCSWA CONTRACT TERMS**

What exceptions, if any, did the Vendor take to the attached Draft Service Agreement? What are the advantages and disadvantages to the Member Municipalities of these exceptions? Did the Vendor take any exceptions to the Agreement which shifts unacceptable risks to the Member Municipalities?

### **5.3.5 PRICING**

While the Qualifications will be evaluated once for each Vendor, pricing will be evaluated separately for each Participating Member Municipality.

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# **APPENDIX A**

## **DEFINITIONS**



## APPENDIX A DEFINITIONS

**"Acceptable Waste"** means Municipal Solid Waste from residential, commercial and industrial sources, excluding solid waste consisting of significant quantities of hazardous waste as defined in Chapter 445, §22a-115 of the Connecticut General Statutes (CGS), land-clearing debris, demolition debris, biomedical waste, sewage sludge and scrap metal (Chapter 446d, §22a-207 (23) of the CGS), provided, however, that Acceptable Waste shall not include Acceptable Recyclables or other materials required to be recycled in accordance with Chapter 446d, §22a-241(b) of the CGS. Construction or demolition wood generated at a residence, other than wood that has been pressure-treated or that otherwise contains arsenic, furniture, mattresses and rugs or any such waste which has been crushed, chopped, shredded or otherwise processed shall be considered Municipal Solid Waste.

**"Addenda"** means the written or graphic instruments issued prior to the receipt of Proposals which clarify, correct or change the Proposal requirements or the proposed Agreement and Exhibits thereto.

**"Agreement"** means the agreement executed by and between the CCSWA and the successful Vendor governing the overall terms and conditions to which Participating Member Municipalities who sign a Side Letter Agreement will be bound during the life of the agreement.

**"Authorized Hauler"** means any hauler designated by a Participating Member Municipality, by contract or otherwise, to deliver Acceptable Waste by or on behalf of such Participating Member Municipality to the designated Disposal Acceptance Facility.

**"Authorized Representative"** means (a) in the case of CCSWA, the Chair, Vice-Chair, Secretary or Treasurer thereof, (b) in the case of Vendor, the President, any Vice President or the Treasurer of the managing partner thereof (or, if there be no managing partner, any general partner thereof), or (c) in the case of each Participating Member Municipality, the individuals listed on Attachment 1 to Appendix C-1 and C-2, Draft Service Agreements, hereto, and, when used with reference to the performance of any act, the discharge of any duty or the execution or any certificate or other document, any officer, employee, partner or other person specifically authorized in writing by one of the persons designated above to perform such act, discharge such duty or execute such certificate or other document.

**"Backup Disposal Facility"** means a facility to be provided by the Vendor as a backup should the Proposed Disposal Facility for any reason not be available for receiving Acceptable Waste.

**"Bulky Waste"** means unwanted or discarded materials delivered by or on behalf of a Participating Member Municipality which:

- (a) are of the kinds normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of a Participating Member Municipality through private or municipal collection;
- (b) in the judgment of Vendor, reasonably exercised, cannot be processed in the Designated Facility because of size or non-combustibility;
- (c) would not constitute Special Handling Waste under clause (a), (b) or (d) of the definition of such term;

(d) may be disposed of in a Landfill holding a permit issued by the Connecticut Department of Energy and Environmental Protection under Title 22a, §22a-209-1 and following of its Regulations or any successor provision; and

(e) are not too large to be deposited and stored at the Designated Facility, or transported to a Landfill

**“CCSWA”** means the Central Connecticut Solid Waste Authority.

**“CGS”** means the Connecticut General Statutes.

**“Consumer Price Index”** or **“CPI”** means the consumer price index (Series Id: CWURA101SAOLE, Not Seasonally Adjusted) for the New York- Northern New Jersey, Long Island, NYNJ-CT-PA, All items less energy for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor Statistics (Base Period 1982-1984 = 100), or a mutually agreeable alternative index if such index is no longer published or the method of computation hereof is substantially modified.

**“CRCOG”** means the Capitol Region Council of Governments.

**“DEEP”** means the Connecticut Department of Energy and Environmental Protection, or successor state regulating agency.

**“Designated Disposal Acceptance Facility”** or **“Designated Facility”** means the Solid Waste disposal/energy recovery facility, located at \_\_[facility address]\_\_\_\_\_, and constructed, operated, and maintained by Vendor to recover energy from Acceptable Waste or to receive Acceptable Waste for transfer to the final disposal destination.

**“Direct Control”** means, with respect to Acceptable Waste required to be delivered to the Designated Facility pursuant to this Agreement, all (1) municipal waste that is collected by a Participating Member Municipality either directly by municipal employees, or under a license or permit issued to a third party, or a contract with a third party, to perform such functions on behalf of a Participating Member Municipality, or (2) municipal waste or commercial waste collected through deliveries to a transfer station owned, operated, or used by a Participating Member Municipality.

**“Disposal Acceptance Facility”** means any Proposed and/or Backup Facility of the Vendor

**“Hazardous Waste”** means “any waste material which may pose a present or potential hazard to human health or the environment when improperly disposed of, treated, stored, transported, or otherwise managed, including (A) hazardous waste identified in accordance with Section 3001 of the federal Resource Conservation and Recovery Act of 1976 (42 USC 6901 et seq.), (B) hazardous waste identified by regulation by the Department of Energy and Environmental Protection, and (C) polychlorinated biphenyls in concentrations greater than fifty parts per million, but does not mean by-product material, source material or special nuclear material, as defined in section 22a-151, or scrap tires”. (Source: Chapter 445, §22a-115 (1) of the CGS)

**“Legal Holidays”** means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

**“Member Municipality”** means a municipality that is a member of the CCSWA.

**“MIRA”** means the Materials Innovation and Recycling Authority, formerly the Connecticut Resources Recovery Authority (CRRRA).

**“Municipal Solid Waste” or “MSW”** means “solid waste from residential, commercial and industrial sources, excluding solid waste consisting of significant quantities of hazardous waste as defined in section 22a-115 (1), land-clearing debris, demolition debris, biomedical waste, sewage sludge and scrap metal”. (Source: Chapter 446d, §22a-207 (23) of the CGS)

**“Participating Member Municipality”** (and together the **“Participating Member Municipalities”**) means the Cities and Towns listed on Attachment 1 to the Draft Service Agreements, as the same may be updated from time to time pursuant to this Agreement, who have executed the CCSWA Model Ordinance.

**“Permit”** means any and all permits, licenses, approvals, certificates of public convenience and necessity, franchises or authorizations that must be issued by any governmental entity having jurisdiction thereof to legally enable the Vendor to carry out the Contract Services.

**“Proposal”** means the document submitted in response to the Request for Proposals detailing the Vendor’s plan to provide the services as described herein.

**“Proposed Disposal Acceptance Facility”** means the primary facility proposed to receive Acceptable Waste for subsequent transfer, transportation, processing, incineration, conversion, or land disposal, which has received all of the necessary permits to lawfully receive and dispose of the Participating Member Municipalities’ Acceptable Waste. If the Acceptable Material is delivered to a Waste-To-Energy facility or other processing facility the Vendor must provide a disposal facility for all residues, Unprocessed Waste and bypass waste.

**“Public Organization”** means any municipal government, public authority, state agency, or other governmental unit.

**“Recycling”** means “the processing of solid waste to reclaim material therefrom”. (Source: Chapter 446d, §22a-207 (7) of the CGS)

**“Residue”** means that material remaining after incineration of Waste at the Designated Facility, including ash, fly ash, water and the non-combustible portions of Waste.

**“Request for Proposals” or “RFP”** means the Request for Proposals for the services and any Addenda or amendments thereto.

**“RFP Committee”** means the committee appointed by the full membership of the CCSWA to develop and issue an RFP, evaluate responses, negotiate for services, and execute contracts for any and all waste management and recycling services needed by the Member Municipalities,

**“Side Letter Agreement”** means the agreement that may be executed between a Participating Member Municipality, CCSWA and the Vendor for the performance of the Solid Waste Disposal Services described in this Agreement.

**“Solid Waste”** means unwanted or discarded solid, liquid, semisolid or contained gaseous material, including, but not limited to, demolition debris, material burned or otherwise processed at a resources recovery facility or incinerator, material processed at a recycling facility and sludges or other residue from a water pollution abatement facility, water supply treatment plant or air pollution control facility.

**“Special Handling Waste”** means (a) Hazardous Waste; (b) dirt, concrete and other noncombustible construction material and demolition debris; (c) large items of machinery and equipment, such as motor vehicles and major components thereof (transmissions, rear ends, springs, fenders), agricultural equipment, trailers and marine vessels, and any other item of waste exceeding six

feet in any one of its dimensions or being in whole or in part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion, including, in the context of deliveries to the Designated Facility, Bulky Waste; and (d) explosives, ordnance materials, oil, sludges, highly inflammable substances, hazardous chemicals, tires and other materials the acceptance of which, in the judgment of Vendor, reasonably exercised, is likely to cause damage to or adversely affect the operation of the Designated Facility, constitute a threat to health or safety, or violate or cause the violation of any applicable federal, state, or local law, regulation, or judicial or administrative decision or order.

**"Subcontractor"** means any person, partnership, corporation or other entity contracting directly with Vendor, or any Affiliate of Vendor to perform or provide any part of the work, materials, supplies or equipment required of Vendor under this Agreement.

**"Ton"** means 2,000 pounds.

**"Transfer Station"** means any location or structure, whether located on land or water, where more than ten cubic yards of solid waste, generated elsewhere, may be stored for transfer or transferred from transportation units and placed in other transportation units for movement to another location, whether or not such waste is stored at the location prior to transfer. For the purposes of this Agreement, it specifically refers to any transfer station located within, and owned by a Participating Member Municipality.

**"Vendor"** means the Public Organization or Private Organization submitting a Proposal in response to the RFP.

**"Waste"** means Acceptable Waste, Bulky Waste, Special Handling Waste or any other material delivered to the Designated Facility for processing or disposal, whether or not permitted to be so delivered by the terms of this Agreement.

**"Weight Ticket"** means a form that is generated by the Vendor and submitted to the Member Municipality that contains information regarding each of the loads that is received by the Vendor from the Member Municipality and includes, at minimum, each load's: Point of Origin (documenting the Processing Location where the Participating Member Municipality delivered the [Waste, Recyclables or Organics]); date of receipt; identification number of Participating Member Municipality delivery vehicle and name of equipment operator; the full weight; the tare weight; the net weight; time weighed in; and time weighed out.

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# **APPENDIX B**

## **TECHNICAL SPECIFICATIONS FOR PARTICIPATING MEMBER MUNICIPALITIES**

B-1 Town of Cromwell

B-2 Town of Enfield

B-3 City of Hartford

B-4 Town of Manchester

B-5 Town of Simsbury

B-6 Town of South Windsor

## APPENDIX B-1

### TOWN OF CROMWELL, CT

### SPECIFICATIONS

The Town of Cromwell pays for MSW disposal from licensed haulers that service the residential sector. Currently, one hauler provides subscription service, billing households for collection service and the Town for the cost of disposal at an agreed upon rate. The Town is interested in entering into a contract for disposal of this curbside refuse where the disposal entity under contract bills the town directly on a monthly basis from scale records from Cromwell's only subscription hauler.

The Town operates a Transfer Station open to residents that accepts bulky waste, single stream recycling, yard waste, mattresses, cardboard and a few other items. Information on the transfer station can be found at: <http://cromwellct.com/dept-solidwaste.htm>.

In addition to the curbside refuse, the Town would like to see a bid price for bulky waste that would be pulled from the transfer station.

### HISTORICAL TONNAGE SUMMARY

Material	Origin	FY 2013 (tons)	FY 2014 (tons)	FY 2015 (tons)	FY 2016 (1) (tons)
Wastes	Curbside Refuse	3,118	3,170	3,142	3,122
	Bulky Waste from Drop-off (1)	810	N/A	N/A	600
	<b>Subtotal Waste</b>	<b>3,928</b>	<b>3,170</b>	<b>3,142</b>	<b>3,722</b>

(1) Curbside Refuse and Bulky Waste totals for FY 2016 estimated based on the first 11 months of data.

### CENTRAL ADDRESS FOR CALCULATION OF MILEAGE AND DRIVE TIME

Cromwell Town Hall  
41 West St.  
Cromwell, CT 06416  
(Roughly 12 miles to Murphy Rd, Hartford, CT)

Cromwell Transfer Station and Recycling Center  
100 County Line Drive  
Cromwell, CT

### DESIGNATED HAULER INFORMATION

Hauler Name: All Waste (Both Refuse and Recycling)

Collection Schedule: Weekly: Tuesday, Wednesday, Friday

Transportation Distance and Time to current tip location: Uncertain, on spot market but believe it may go to CRRA/MIRA, Murphy Rd LLC, Hartford or Murphy Rd Recycling, South Windsor

**APPENDIX B-2**  
**TOWN OF ENFIELD, CT**  
**SPECIFICATIONS**

The Town of Enfield Refuse and Resource Management Division provides curbside collection of municipal solid waste and single stream recycling to residents on a weekly basis, Monday through Thursday, in weeks with no holidays. When a holiday occurs on a collection day, collection for that day occurs the following day, and collection days for the rest of the week are delayed one day. Enfield's holidays are: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Good Friday, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and Independence Day. Municipal solid waste collected within the Town of Enfield is brought to the Covanta Energy Facility in Agawam, MA. The Town of Enfield has a contract with Covanta for municipal solid waste disposal, expiring on June 30<sup>th</sup>, 2017 but has the option of extending the contract for two, five-year terms.

The Town has a transfer station that operates five days a week, Tuesday through Saturday on non-holiday weeks, and accepts recycling and scrap metal from residents at no charge. Additional items are able to be dropped off by both residents and commercial entities for a fee. Information on the curbside program and transfer station can be found at: <http://www.enfield-ct.gov/386/Refuse-Resource-Management>.

This procurement is for disposal of both curbside-collected refuse and bulky waste from the Town's transfer station.

**HISTORICAL TONNAGE SUMMARY**

Material	Origin	FY 2014 (tons)	FY 2015 (tons)	FY 2016 (1) (tons)
Wastes	Curbside Refuse	13,278	13,416	13,609
	Curbside Bulky Waste	1,620	1,632	1,690
	<b>Total Waste</b>	<b>14,898</b>	<b>15,048</b>	<b>15,299</b>

**CENTRAL ADDRESS FOR CALCULATION OF MILEAGE AND DRIVE TIME**

223 Hazard Ave  
Enfield, CT

**DESIGNATED HAULER INFORMATION**

Hauler Name: Town of Enfield Refuse and Resource Management Division

Collection Schedule: Weekly: Monday – Thursday, except on holiday weeks as noted above



**APPENDIX B-3**  
**CITY OF HARTFORD, CT**  
**SPECIFICATIONS**

The City of Hartford offers weekly residential curbside collection of municipal solid waste, single stream recycling and bulky waste for all households residing in one to four-unit buildings. Curbside collection services are provided by the Hartford Department of Public Works and carts are used for refuse.

The City of Hartford is currently in year four (4) of a five (5) year contract with Connecticut Resource Recovery Authority (CRRRA), now Materials Innovation and Recycling Authority (MIRA) for refuse disposal.

The City also owns a Bulky Waste & Recycling Center where residents and small businesses can drop-off recyclables and bulky waste, as well as electronic wastes. The Bulky Waste & Recycling Center was open five days a week from 9 am to 2 pm, but recently cut back to two days a week. Information on the refuse, recycling and bulky waste collection and disposal can be found at <http://www.hartford.gov/doq/sanitation>.

This procurement is for disposal of both curbside-collected refuse and bulky waste from the City's Bulky Waste & Recycling Center.

**HISTORICAL TONNAGE SUMMARY**

Material	Origin	FY 2013 (tons)	FY 2014 (tons)	FY 2015 (tons)	FY 2016 (1) (tons)
<b>Wastes</b>	Curbside Refuse	31,456	29,869	28,623	28,372
	Curbside Bulky Waste (2)	1,500	1,400	1,100	1,000
	<b>Total Waste</b>	<b>32,956</b>	<b>31,269</b>	<b>29,723</b>	<b>29,372</b>

(1) Estimated for FY2016 based on nine months of data.

(2) Estimated annual data from transfer station.

**CENTRAL ADDRESS FOR CALCULATION OF MILEAGE AND DRIVE TIME**

Hartford City Hall  
550 Main Street  
Hartford, CT

**DESIGNATED HAULER INFORMATION**

Hauler Name: Hartford Department of Public Works

Collection Schedule: Weekly: Monday – Friday

Current Transport Distance and Time: 2.2 Miles; 6 Minutes

## APPENDIX B-4

### TOWN OF MANCHESTER, CT

### SPECIFICATIONS

The Town of Manchester offers residents weekly curbside collection of municipal solid waste and every other week collection of cart based single stream recycling on the same day of the week. The Town is currently in year two of a (2) year extension (ending on June 30, 2017) with Materials Innovation and Recycling Authority (MIRA) for disposal of MSW.

The Town has a call-in system for bulky waste, metal waste, appliances, used motor oil and lead-acid batteries which are collected curbside by appointment.

The Town has a Transfer Station open to residents that accepts overflow MSW, recycling, green waste, mattresses, electronics, textiles, scrap metal, motor oil, antifreeze and lead-acid batteries. Additionally, the Town of Manchester operates a landfill that currently accepts all of the Town's bulky waste and C&D Waste. Information on the curbside program and the transfer station can be found at <http://sanitation.townofmanchester.org/Sanitation/>.

This procurement is for disposal of curbside-collected refuse and disposal of limited refuse deliveries from roll-offs coming from the Town transfer station.

### HISTORICAL TONNAGE SUMMARY

Material	Origin	FY 2014 (tons)	FY 2015 (tons)	FY 2016 (1) (tons)
Wastes	Curbside Refuse	13,303	12,969	13,050
	<b>Total Waste</b>	<b>13,303</b>	<b>12,969</b>	<b>13,050</b>

(1) Refuse totals for FY 2016 estimated based on the first 10 months of data.

### CENTRAL ADDRESS FOR CALCULATION OF MILEAGE AND DRIVE TIME

41 Center Street  
Manchester, CT 06040

### DESIGNATED HAULER INFORMATION

Hauler Name:	<u>Paine's Inc.</u>
Collection Schedule:	<u>Weekly: Monday - Friday</u>
Transportation Distance and Time to current tip location:	<u>10.5 miles; 12 minutes</u>

**APPENDIX B-5**  
**TOWN OF SIMSBURY, CT**  
**SPECIFICATIONS**

The Town of Simsbury has a contract with the Materials Innovation and Recycling Authority (MIRA), formerly CRRRA, for disposal of municipal solid waste generated in the Town which expires December 31, 2017. MSW is directed to MIRA for disposal under a Town flow control ordinance. Licensed haulers are billed directly by MIRA.

Under Town ordinance, haulers must be registered in order to operate and offer trash collection services in Simsbury.

The Town operates a Transfer Station open to residents Wednesday and Saturday that accepts bulky waste, single stream recycling, and other items for recycling. Information on the transfer station can be found at: <http://www.simsbury-ct.gov/public-works/pages/bulky-waste-recycling>.

**HISTORICAL TONNAGE SUMMARY**

<b>Material</b>	<b>Origin</b>	<b>FY 2014 (tons)</b>	<b>FY 2015 (tons)</b>	<b>FY 2016 (1) (tons)</b>
<b>Bulky Wastes</b>	Transfer Station	N/A	N/A	623 est.

**CENTRAL ADDRESS FOR CALCULATION OF MILEAGE AND DRIVE TIME**

933 Hopmeadow St, Simsbury, CT 06070  
(Roughly 18 miles to Murphy Rd, Hartford, CT)

Simsbury Recycling Center  
66 Wolcott Road, Simsbury, CT 06070

**REGISTERED HAULERS (JULY 2016)**

All Waste Inc.  
CWPM LLC  
Paines Inc  
Somers Sanitation

**APPENDIX B-6**  
**TOWN OF SOUTH WINDSOR, CT**  
**SPECIFICATIONS**

The Town of South Windsor provides residents with automated weekly curbside collection of municipal solid waste and every other week collection of single stream recycling on the same day of the week through a contract with USA Hauling & Recycling. The two-year contract expires on November 12, 2017 and can be renewed for up to one year.

The Town also picks up bulky waste curbside on the first full week of each month, beginning on Monday and following the weekly curbside collection schedule. Under the current disposal contract, bulky waste must be separated from the other refuse and recyclables. Information on South Windsor's refuse and bulky waste collection program may be found at <http://www.southwindsor.org/public-works/pages/refuse-collection-information>.

Scrap metal is not part of the bulky waste collection, and is collected curbside separately with advanced notice to the Town Hall. Construction waste generated by contractors is not collected. Antifreeze, Used Oil Filters and Leaves (not brush or sticks) can be recycled weekdays via drop off at the Town Garage.

This procurement is for curbside-collected refuse and bulky waste.

**HISTORICAL TONNAGE SUMMARY**

Material	Origin	FY 2013 (tons)	FY 2014 (tons)	FY 2015 (tons)
<b>Wastes</b>	Curbside Refuse	7,338	7,338	7,267
	Curbside Bulky Waste	481	481	541
	<b>Total Waste</b>	<b>7,819</b>	<b>7,819</b>	<b>7,808</b>

**CENTRAL ADDRESS FOR CALCULATION OF MILEAGE AND DRIVE TIME**

1540 Sullivan Ave  
South Windsor, CT

**DESIGNATED HAULER INFORMATION**

Hauler Name:	<u>USA Hauling &amp; Recycling</u>
Collection Schedule:	<u>Weekly: Monday – Friday</u>
Current Transport Distance and Time:	<u>11 Miles; 16 minutes to MIRA Facility</u>

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# **APPENDIX C-1**

## **DRAFT SERVICE AGREEMENT**

## **WASTE-TO-ENERGY FACILITY**

Attachments:

- 1 – Participating Member Municipalities
- 2 – Vendor Insurance Requirements
- 3 – Company Safety Rules and Regulations
- 4 – Designated Facility Safety Rules and Regulations
  - 4a – Tipping Floor Rules for Drivers and Haulers
  - 4b – Form of Hauler Agreement
- 5 – Performance Bond
- 6 – Side Letter Agreement

**SOLID WASTE DISPOSAL AGREEMENT**  
**BETWEEN**  
**THE**  
**CENTRAL CONNECTICUT SOLID WASTE AUTHORITY**  
**ACTING ON BEHALF OF THE PARTICIPATING MEMBER MUNICIPALITIES**  
**AND**

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**DATED** \_\_\_\_\_

## SOLID WASTE DISPOSAL AGREEMENT

This Agreement is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CENTRAL CONNECTICUT SOLID WASTE AUTHORITY (hereinafter referred to as "CCSWA"), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut (hereinafter referred to as the "State"), and \_\_\_\_\_, a \_\_\_\_\_ formed under the laws of the State of \_\_\_\_\_ (hereinafter referred to as "Vendor". Capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1.01, below.

### WITNESSETH

WHEREAS, each municipality in the State has the right and obligation under §22a -220 of the Connecticut General Statutes ("CGS") to make provision for the safe and sanitary disposal and processing of solid waste generated within its corporate boundaries; and

WHEREAS, CCSWA was formed in 2010 under Chapter 103b, §7-273aa through §7-273pp of the CGS as a Regional Resource Recovery Authority to provide a comprehensive, long-term solid waste management solution for its member municipalities, and pursuant to §22a-221(c) of the CGS and pursuant to the CCSWA Model Ordinance, as adopted by the Member Municipalities, CCSWA has authorization to negotiate, execute and deliver contracts for the disposal of solid waste on behalf of the Participating Member Municipalities; and

WHEREAS, Vendor has agreed to provide for waste disposal services for the Participating Member Municipalities on the terms and conditions set forth in this Agreement; and

WHEREAS, each of the Participating Member Municipalities has authorized CCSWA to enter into this Agreement on behalf of such Participating Member Municipality, and has agreed to perform the obligations of a Participating Member Municipality described herein and in the CCSWA Model Ordinance.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.01 Specific Definitions.** As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the words and terms listed in this Section 1.01 shall have the following meanings:

**"Acceptable Waste"** means Municipal Solid Waste from residential, commercial and industrial sources, excluding solid waste consisting of significant quantities of hazardous waste as defined in Chapter 445, §22a-115 of the Connecticut General Statutes (CGS), land-clearing debris, demolition debris, biomedical waste, sewage sludge and scrap metal (Chapter 446d, §22a-207 (23) of the CGS), provided, however, that Acceptable Waste shall not include Acceptable Recyclables or other materials required to be recycled in accordance with Chapter 446d, §22a-241(b) of the CGS. Construction or demolition wood generated at a residence, other than wood that has been pressure-treated or that otherwise contains arsenic, furniture, mattresses and rugs or any such waste which has been crushed, chopped, shredded or otherwise processed shall be considered Municipal Solid Waste.



**"Affiliate"** means, with respect to any person, any other person controlling, controlled by, or under common control with, such person.

**"Agreement"** means the agreement executed by and between the CCSWA and the successful Vendor governing the overall terms and conditions to which Participating Member Municipalities who sign a Side Letter Agreement will be bound during the life of the agreement.

**"Alternative Processing Facility"** means a waste disposal location permitted to accept Acceptable Waste, Bulky Waste or Special Handling Waste, as the case may be.

**"Authorized Hauler"** means any hauler designated by a Participating Member Municipality by contract or otherwise to deliver Acceptable Waste by or on behalf of such Participating Member Municipality to the Designated Facility.

**"Authorized Representative"** means (a) in the case of CCSWA, the Chair, Vice-Chair, Secretary or Treasurer thereof, (b) in the case of Vendor, the President, any Vice President or the Treasurer of the managing partner thereof (or, if there be no managing partner, any general partner thereof), or (c) in the case of each Participating Member Municipality, the individuals listed on Attachment 1 hereto, and, when used with reference to the performance of any act, the discharge of any duty or the execution or any certificate or other document, any officer, employee, partner or other person specifically authorized in writing by one of the persons designated above to perform such act, discharge such duty or execute such certificate or other document.

**"Backup Disposal Facility"** or **"Backup Facility"** means a facility to be provided by the Vendor as a backup should the Designated Disposal Acceptance Facility for any reason not be available for receiving Acceptable Waste.

**"Base Tipping Fee"** means the tipping fee for the initial Term of this Agreement.

**"Biomedical Waste"** means infectious waste, pathological waste and chemotherapy waste generated during the administration of medical care or the performance of medical research involving humans or animals and which, because of its quantity, character or composition, has been determined by the commissioner to require special handling but excluding any solid waste which has been classified by the department as a hazardous waste pursuant to Chapter 445, §22a-115 of the CGS or is a radioactive material regulated pursuant to Chapter 446a, §22a-148 of the CGS.

**"Bulky Waste"** means unwanted or discarded materials delivered by or on behalf of a Participating Member Municipality which:

(a) are of the kinds normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of a Participating Member Municipality through private or municipal collection;

(b) in the judgment of Vendor, reasonably exercised, cannot be processed in the Designated Facility because of size or non-combustibility;

(c) would not constitute Special Handling Waste under clause (a), (b) or (d) of the definition of such term;

(d) may be disposed of in a Landfill holding a permit issued by the Connecticut Department of Environmental Protection under CGS §22a-209-1 and following of its Regulations or any successor provision; and

(e) are not too large to be deposited and stored at the Designated Facility, or transported to a Landfill.

**"CCSWA"** means the Central Connecticut Solid Waste Authority.

**"CGS"** means the Connecticut General Statutes.

**"Change in Law"** means any of the following events or conditions having or which may reasonably be expected to have an effect on either party's ability to perform its obligations under this Agreement:

(a) the adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation after the Execution Date of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was on or prior to the Execution Date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state or local governmental body, administrative agency or governmental official having jurisdiction;

(b) the order and/or judgment of any federal, state or local court, administrative agency or governmental officer or body, after the Execution Date, if such order and/or judgment is not also the result of willful or negligent action or lack of reasonable diligence of the party affected thereby, provided that the contesting in good faith or the failure to contest any such order and/or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the party affected thereby; or

(c) the denial of an application for or suspension, termination, interruption, imposition of a new condition in connection with the renewal or failure of renewal after the Execution Date of any permit, license, consent, authorization or approval essential to the performance of this Agreement, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the party affected thereby, provided that the contesting in good faith or the failure to contest any such suspension, termination, interruption or failure of renewal shall not be construed as willful or negligent action or a lack of reasonable diligence of the party affected thereby.

**"Civil Disturbance"** means an act of the public enemy, war, terrorism, blockade, insurrection, riot, general arrest or restraint of government and people, nuclear incident, civil disobedience or similar occurrence.

**"Consumer Price Index"** or **"CPI"** means the consumer price index (Series Id: CWURA101SAOLE, Not Seasonally Adjusted) for the New York- Northern New Jersey, Long Island, NYNJ- CT-PA, All items less energy for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor Statistics (Base Period 1982-1984 = 100), or a mutually agreeable alternative index if such index is no longer published or the method of computation hereof is substantially modified.

**"Contract Date"** means July 1, 2017.

**"Contract Year"** means each 12-month period under this Agreement commencing on July 1 of each year. A "full Contract Year" is any Contract Year consisting of 12 months. Obligations hereunder with respect to delivery or acceptance of specified amounts of Waste which are stated to be applicable to a full Contract Year shall be proportionately reduced in any other Contract Year.

**"CPI<sub>B</sub>"** means CPI published as of May 1 of the final year of the initial Term of this Agreement.

**"CPI<sub>X</sub>"** means CPI as of May 1 in the computation year.

**"Designated Disposal Acceptance Facility"** or **"Designated Facility"** means the Solid Waste disposal and Energy Recovery Facility, located at \_\_[facility address]\_\_\_\_\_, and constructed, operated, and maintained by Vendor to recover energy from Acceptable Waste.

**"Direct Control"** means, with respect to Acceptable Waste required to be delivered to the Designated Facility pursuant to this Agreement, all (1) municipal waste that is collected by a Participating Member Municipality either directly by municipal employees, or under a license or permit issued to a third party, or a contract with a third party, to perform such functions on behalf of a Participating Member Municipality, or (2) municipal waste or commercial waste collected through deliveries to a transfer station owned, operated, or used by a Participating Member Municipality.

**"Disposal Fees"** means the amounts Vendor is entitled to receive from the Participating Member Municipalities under Article III.

**"Disposal Fee Adjustments"** means any adjustments to the Base Tipping Fee at the commencement of a contract extension, as provided in this Agreement.

**"Energy Recovery Facility"** means a facility utilizing processes to reclaim energy from Municipal Solid Waste.

**"Execution Date"** means the date this Agreement is signed by all parties to this Agreement.

**"Force Majeure Event"** means:

(a) a Change in Law;

(b) a Civil Disturbance;

(c) a Non-\_\_\_\_\_ [Vendor name] \_\_\_\_\_.Strike;

(d) an Act of God, landslide, lightning, hurricane, tornado, very high wind, blizzard, ice storm, drought, or flood (but not including weather conditions for the geographic area of the Designated Disposal Acceptance Facility that should have been reasonably anticipated); or

(e) any other event or circumstance, including fire or explosion, which prevents either party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Execution Date and is not within the reasonable control of, and without fault or negligence of the party claiming Force Majeure with respect to such event or circumstance, and which by the exercise of due diligence the party claiming Force Majeure is unable to overcome or cause to be avoided; provided, that a Force Majeure Event shall not include: (i) a lack of funds or other adverse financial event; or (ii)

economic hardship resulting from the performance of or compliance with any of the covenants or obligations contained in this Agreement.

**"Hazardous Waste"** "means any waste material which may pose a present or potential hazard to human health or the environment when improperly disposed of, treated, stored, transported, or otherwise managed, including (A) hazardous waste identified in accordance with Section 3001 of the federal Resource Conservation and Recovery Act of 1976 (42 USC 6901 et seq.), (B) hazardous waste identified by regulation by the Department of Energy and Environmental Protection, and (C) polychlorinated biphenyls in concentrations greater than fifty parts per million, but does not mean by-product material, source material or special nuclear material, as defined in section 22a-151, or scrap tires". (Source: Chapter 445, §22a-115 (1) of the CGS)

**"Incremental Transportation Cost"** means the difference between the transportation cost incurred by a Municipality to transport waste to the Designated Facility or Backup Facility and the cost incurred to transport waste to the Vendor-designated alternative facility, as provided in Section 2.09 of this Agreement.

**"Landfill"** means one or more landfill disposal facilities utilized by Vendor that is legally available for the disposal of Unprocessed Waste, Special Handling Waste, Residue and Bulky Waste.

**"Legal Holidays"** means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

**"Member Municipality"** means any Connecticut municipality that has executed the CCSWA Model Ordinance, as written.

**"Municipal Solid Waste" or "MSW"** "means solid waste from residential, commercial and industrial sources, excluding solid waste consisting of significant quantities of hazardous waste as defined in section 22a-115 (1), land-clearing debris, demolition debris, biomedical waste, sewage sludge and scrap metal". (Source: Chapter 446d, §22a-207 (23) of the CGS)

**"Non-\_\_\_ [Vendor's name] \_\_\_ Strike"** means a strike, lockout, or similar industrial or labor action not directed solely at Vendor, another Vendor's Affiliate, a Subcontractor, or at the operation or maintenance of the Designated Facility. If Vendor is able and willing to accept and process Acceptable Waste at the Designated Facility, a refusal by drivers delivering any Acceptable Waste (and not employed by Vendor, another Vendor's Affiliate, or a Subcontractor), to cross picket lines at the Designated Facility shall constitute a Non-\_\_\_ [Vendor's name] \_\_\_ Strike, whether or not the existence of such picket lines also would constitute a Non-\_\_\_ [Vendor's name] \_\_\_ Strike.

**"Participating Member Municipality"** (and together the "Participating Member Municipalities") means the Cities and Towns listed on Attachment 1 to this Agreement, as the same may be updated from time to time pursuant to this Agreement, who have executed the CCSWA Model Ordinance.

**"Permit"** means any and all permits, licenses, approvals, certificates of public convenience and necessity, franchises or authorizations that must be issued by any governmental entity having jurisdiction thereof to legally enable the Vendor to carry out the Contract Services.

**"Recycling"** "means the processing of solid waste to reclaim material therefrom". (Source: Chapter 446d, §22a-207 (7) of the CGS)

**"Residue"** means that material remaining after incineration of Waste at the Designated Facility, including ash, fly ash, water and the non-combustible portions of Waste.

**"Side Letter Agreement"** means the agreement between CCSWA and the Participating Member Municipality attached, as Attachment 6, to this Solid Waste Disposal Agreement between CCSWA and Vendor.

**"Solid Waste"** means unwanted or discarded solid, liquid, semisolid or contained gaseous material, including, but not limited to, demolition debris, material burned or otherwise processed at a resources recovery facility or incinerator, material processed at a recycling facility and sludges or other residue from a water pollution abatement facility, water supply treatment plant or air pollution control facility.

**"Special Handling Waste"** means (a) Hazardous Waste; (b) dirt, concrete and other noncombustible construction material and demolition debris; (c) large items of machinery and equipment, such as motor vehicles and major components thereof (transmissions, rear ends, springs, fenders), agricultural equipment, trailers and marine vessels, and any other item of waste exceeding six feet in any one of its dimensions or being in whole or in part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion, including, in the context of deliveries to the Designated Facility, Bulky Waste; and (d) explosives, ordnance materials, oil, sludges, highly inflammable substances, hazardous chemicals, tires and other materials the acceptance of which, in the judgment of Vendor, reasonably exercised, is likely to cause damage to or adversely affect the operation of the Designated Facility, constitute a threat to health or safety, or violate or cause the violation of any applicable federal, state, or local law, regulation, or judicial or administrative decision or order.

**"Subcontractor"** means any person, partnership, corporation or other entity contracting directly with Vendor, or any Affiliate of Vendor to perform or provide any part of the work, materials, supplies or equipment required of Vendor under this Agreement.

**"Taxes"** means all taxes, fees, assessments or other charges, direct or indirect.

**"Tipping Fee"** means the Disposal Fee Vendor is entitled to receive under this Agreement.

**"Ton"** means 2,000 pounds.

**"Transfer Station"** means any location or structure, whether located on land or water, where more than ten cubic yards of solid waste, generated elsewhere, may be stored for transfer or transferred from transportation units and placed in other transportation units for movement to another location, whether or not such waste is stored at the location prior to transfer. For the purposes of this Agreement, it specifically refers to any transfer station located within, and owned by a Participating Member Municipality.

**"Unprocessed Waste"** means Acceptable Waste which Vendor cannot process or store at the Designated Facility and that is therefore diverted from the Designated Facility to a Landfill for ultimate disposal.

**"Waste"** means Acceptable Waste, Bulky Waste, Special Handling Waste or any other material delivered to the Designated Facility for processing or disposal, whether or not permitted to be so delivered by the terms of this Agreement.

**"Weight Ticket"** means a form that is generated by the Vendor and submitted to the Member Municipality that contains information regarding each of the loads that is received by the Vendor from the Member Municipality and includes, at minimum, each load's: Point of Origin (documenting the Processing Location where the Participating Member Municipality delivered the [Waste, Recyclables or Organics]); date of receipt; identification number of Participating Member Municipality delivery vehicle and name of equipment operator; the full weight; the tare weight; the net weight; time weighed in; and time weighed out.

**Section 1.02 General Definitions and Construction.** As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;
- (b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles in the United States of America;
- (c) the words "herein," "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; and
- (d) the words "include" and "including" shall be deemed to be followed by the words "without limitation."

## **ARTICLE II**

### **DELIVERY OF ACCEPTABLE WASTE TO AND OPERATION OF THE DESIGNATED FACILITY**

#### **Section 2.01 Commitment to Deliver Waste**

(a) **Delivery of Acceptable Waste.** During the Term of this Agreement, as defined in Section 6.01, each Participating Member Municipality, which has executed the Side Letter Agreement, shall deliver or cause to be delivered to the Designated Facility all Acceptable Waste over which it has Direct Control, in accordance with the terms of this Agreement. No Participating Member Municipality shall have any commitment to deliver any minimum amount of Acceptable Waste.

(b) **Impact of Recycling Programs.** Vendor and CCSWA agree that no provision of this Agreement is intended either to discourage or prohibit Recycling.

#### **Section 2.02 Commitment to Accept Acceptable Waste**

(a) Vendor will accept, and process and/or dispose of, in accordance with the terms hereof, on and after the Contract Date, all Acceptable Waste, delivered to the Designated Facility pursuant to the terms of this Agreement.

(b) Notwithstanding any contrary provisions contained in this Agreement, Vendor shall not be obligated hereby to accept any Waste which, in its judgment reasonably exercised, would result in the violation of any judicial decision, statute, or governmental rule, regulation, order or requirement, including the Resource Conservation and Recovery Act of 1976, or would adversely affect the operation of the Designated Facility, provided that Vendor shall be obligated to take alternative action consistent with the terms hereof to permit the performance by Vendor of its obligations hereunder in a manner which would avoid any such violation.

**Section 2.03 Additional Acceptable Waste.** Vendor shall not at any time solicit or accept Acceptable Waste generated within any Participating Member Municipality other than from the Participating Member Municipality or Authorized Hauler of such Participating Member Municipality, except Vendor may accept non-residential Waste generated within a Participating Member Municipality that does not have a "flow control" ordinance applicable to such Waste in effect at such time.

**Section 2.04 Operation of Designated Facility.**

(a) Vendor shall operate and maintain the Designated Facility in such manner as to ensure that the Designated Facility is able on a continuous basis to receive and process Acceptable Waste, except as provided in Section 2.09 hereof.

(b) Vendor shall maintain the Designated Facility in good condition, including necessary repairs and replacement, consistent with good Solid Waste handling and good energy recovery plant practices. Vendor will maintain the safety of the Designated Facility at a level consistent with applicable law and good boiler, engineering and electrical generating plant and good solid waste disposal practices. Vendor shall provide, at its expense, all necessary labor, materials, and equipment for the proper operation and maintenance of the Designated Facility, and shall comply with the insurance requirements set forth on Attachment 2.

(c) Vendor shall maintain, and when necessary update, the Company Safety Rules and Regulations provided by the Vendor and included as Attachment 3 to this Agreement.

(d) As a condition to Vendor accepting any Acceptable Waste from a Participating Member Municipality, each Participating Member Municipality shall comply, and shall cause all Authorized Haulers delivering Acceptable Waste to the Designated Facility on behalf of a Participating Member Municipality to comply, with (i) the Designated Facility rules set forth on Attachments 4 and 4-A, as provided by the Vendor. The Vendor may modify the Designated Facility rules from time to time upon notice to CCSWA and each Participating Member Municipality.

(e) Acceptable Waste delivered by or on behalf of the Participating Member Municipalities shall only be delivered by Authorized Haulers. Each Authorized Hauler shall execute the Hauler Agreement, provided by the Vendor, substantially in the form attached as Attachment 4-B.

**Section 2.05 Receiving and Operating Hours.**

(a) Vendor will keep the Designated Facility open for the receiving of Acceptable Waste from 7:00 a.m. until at least 4:00 p.m. Monday through Saturday, excluding Legal Holidays.

(b) The Vendor shall give the CCSWA priority consideration in weighing and off-loading operations. The maximum total waiting/tipping time from arrival at the Designated Facility, to departure from the Designated Facility, is not to exceed thirty (30) minutes per truck.

(c) Vendor may request and accept the delivery of Acceptable Waste at times other than the normal receiving times at no additional cost to the Participating Member Municipalities. Should Vendor request any such deliveries, Vendor will pay all additional operating costs reasonably incurred by the Participating Member Municipality delivering such Waste as a result of such request by Vendor, upon submission of properly documented invoices.

(d) CCSWA may request Vendor to accept deliveries of Acceptable Waste at times other than the normal receiving times upon seven (7) days' prior written notice. If Vendor accepts delivery of Acceptable Waste pursuant to this paragraph (d) at hours other than the normal receiving hours, the delivering Participating Member Municipalities will pay all additional operating costs reasonably incurred by Vendor as a result of such additional hours of operation on a pro-rata basis (based on volumes delivered during such period) with any other persons making deliveries during such hours upon submission of properly documented invoices.

#### **Section 2.06 Weighing Records.**

(a) Vendor will operate and maintain motor truck scales at the Designated Facility, calibrated to the accuracy required by the State for public weighing facilities, to weigh all vehicles delivering Acceptable Waste or removing Acceptable Waste or other materials. Each Participating Member Municipality shall cause each Authorized Hauler's vehicle delivering Acceptable Waste pursuant to this Agreement to display a decal with a permit number referencing a permit issued by the Participating Member Municipality authorizing the delivery of Acceptable Waste to the Designated Facility, and other identification (including the name of each Participating Member Municipality or other entity whose Waste is being delivered) and tare weight permanently indicated and conspicuously displayed in a location designated by Vendor. Vendor will not accept the delivery of Acceptable Waste being delivered to the Designated Facility in a vehicle that does not display a decal referencing a valid permit issued by the Participating Member Municipality. Each vehicle delivering Acceptable Waste or removing Acceptable Waste or other materials will be weighed before entering (and, at Vendor's election or when CCSWA or a Participating Member Municipality shall reasonably request, after leaving) the Designated Facility, with the time, truck identification and gross weight (for loaded vehicles) or tare weight (for unloaded vehicles) to be entered on a weight record. The scale records will be used as a basis for calculating fees, charges and credits under this Agreement. CCSWA or a Participating Member Municipality may, at its own expense, have an Authorized Representative present at the scales operated by Vendor whenever they are operated in order to verify scale accuracy, vehicle identity and permit validity.

(b) If all weighing facilities at the Designated Facility are incapacitated or otherwise out of service, then Vendor in consultation with and with the consent of CCSWA will estimate in good faith the quantity of Acceptable Waste and other materials delivered on the basis of truck volumes, estimated data obtained through historical information, and contemporaneous data from Transfer Station scales. These estimates will be the basis for records during the scale outage and shall take the place of actual weighing records during the scale outage.

(c) If at any time testing of the weighing facilities indicates that the scales did not meet the accuracy requirements of the State, CCSWA and Vendor will negotiate in good faith an adjustment to the



scale records actually recorded during or for any period in question. In addition, at the request of CCSWA, Vendor, at Vendor's cost and expense, shall cause such scales to be recalibrated to meet the accuracy requirements of the State.

(d) Vendor will maintain daily records of:

(1) total Acceptable Waste and Bulky Waste tonnage delivered to the Designated Facility;

(2) all Acceptable Waste and Bulky Waste delivered to the Designated Facility by each Participating Member Municipality; and

(3) all Residue, metals and other materials leaving the Designated Facility. Copies of all such records (which shall be in such form, including electronic form, as any Participating Member Municipality may reasonably request for the purpose of invoicing the Participating Member Municipalities and others and for statistical purposes) will be provided to each Participating Member Municipality within ten (10) days after the end of each month, including reasonably detailed monthly summary information as to all Acceptable Waste delivered to the Designated Facility (including the identity of each person delivering such Acceptable Waste), and all Residue and other materials leaving the Designated Facility. Copies of all daily records and Weight Tickets (or their substantial equivalent) will be maintained electronically by Vendor for a period of at least two (2) years.

**Section 2.07 Residue Disposal.** Vendor shall cause all Residue to be delivered to a Landfill in a timely manner and at its expense.

**Section 2.08 Special Handling Waste.**

(a) Participating Member Municipalities are prohibited from delivering, or causing to be delivered, Special Handling Waste to the Designated Facility. Nothing in this Agreement is intended, however, to constitute a guarantee by a Participating Member Municipality of the composition of any Waste delivered to the Designated Facility or to make the Participating Member Municipality responsible (except as expressly provided in Section 2.08 (c) below) for the results of any delivery of any Special Handling Waste. Each Participating Member Municipality shall use its commercially reasonable efforts, to take all necessary or appropriate action to ensure that no part of the Designated Facility shall become classified as a hazardous or toxic materials storage or processing facility.

(b) Each Participating Member Municipality and Vendor will also use commercially reasonable efforts to, and Vendor may, deny admission to the Designated Facility of any vehicle carrying Special Handling Waste or other Waste which may leak, spill or allow Waste to be blown or scattered before unloading at any part of the Designated Facility. Vendor will cause any Special Handling Waste which is discovered in the Designated Facility to be promptly removed and delivered to a disposal site within or outside the State acceptable to Vendor and, if any part of the cost of handling, transporting and disposal of such Special Handling Waste is to be paid by a Participating Member Municipality pursuant to Section 2.08 (c), acceptable to the Participating Member Municipality.

(c) Any cost incurred by Vendor in handling, transporting or disposing of such Special Handling Waste shall be the responsibility of the Authorized Hauler delivering such Special Handling Waste as provided by its Hauler Agreement. If such Authorized Hauler fails to reimburse Vendor for such costs, the Participating Member Municipality which delivered, or on whose behalf there was delivered, any

Special Handling Waste will pay or reimburse Vendor for all fines and penalties incurred by Vendor, and all costs reasonably incurred by Vendor in connection with the handling, transport and disposal of any Special Handling Waste delivered to the Designated Facility by or on behalf of such Participating Member Municipality and not processed at the Designated Facility.

(d) Title to all Acceptable Waste shall pass to Vendor upon delivery thereof to the tip floor of the Designated Facility. At no time after title passes to Vendor shall title to Acceptable Waste revert back to any Participating Member Municipality or be deemed to reside with CCSWA.

#### **Section 2.09 Diversion of Acceptable Waste from Designated Facility.**

(a) Vendor shall have the right, at any time and from time to time upon prior notice to the Municipality, to divert one or more deliveries of Acceptable Waste hereunder to a facility other than the Designated Facility or Backup Facility, and the Municipality shall deliver or cause to be delivered such diverted Acceptable Waste to the Vendor-designated alternative facility; provided, however, that: (i) Vendor shall give at least five (5) days' prior written notice to the Municipality of a diversion of any Acceptable Waste pursuant to this provision; and (ii) Vendor may only exercise the right to divert such Acceptable Waste pursuant to this provision up to an aggregate of thirty (30) days each Contract Year. For each delivery that is so diverted and accepted at the Vendor-designated alternative facility, (1) Vendor shall pay the Incremental Transportation Cost, if any, for each Ton of Acceptable Waste diverted and accepted by Vendor, and such payment shall be made by Vendor to the Authorized Hauler(s) who incurred such Incremental Transportation Cost, and (2) the diverted Tons of Acceptable Waste shall be deemed to have been delivered and accepted at the Designated Facility by Vendor for purposes of this Agreement. Vendor's right to divert deliveries under this Subsection (a) is in addition to its right under Article V to arrange for the delivery of Acceptable Solid Waste to another location, or facility during an Event of Force Majeure.

(b) If Vendor determines that continued operation of the Designated Facility is uneconomic for any reason, Vendor shall provide prior written notice to CCSWA of its intent to cease operation of the Designated Facility. Upon provision of such notice, and if the Participating Member Municipalities agrees in writing, Vendor shall thereafter be entitled to direct the Participating Member Municipalities to deliver all Acceptable Waste to an Alternative Processing Facility designated by Vendor. In such circumstances, (i) the Alternative Processing Facility shall be considered to be the "Designated Facility" for all purposes under this Agreement, and (ii) Vendor shall be responsible for any incremental tipping fees above the Disposal Fees, and for any actual reasonable documented incremental cost incurred by any Participating Member Municipality for transportation of the Acceptable Waste to the Alternative Processing Facility.

Notwithstanding the foregoing, if (i) the reason that the continued operation of the Designated Facility is uneconomic is due to a Change in Law that becomes effective during the Term of this Agreement and (ii) the direction of Acceptable Waste to an Alternative Processing Facility is, at the cessation of Designated Facility operations, or thereafter becomes, uneconomic to Vendor, then Vendor may terminate this Agreement upon not less than twelve (12) months' prior written notice to CCSWA. Prior to exercising any right to terminate this Agreement pursuant to this Section 2.09, Vendor shall reasonably demonstrate the basis for its determination that the continued operation of the Designated Facility and/or the Alternative Processing Facility has become uneconomic.

### **ARTICLE III PAYMENTS**

In consideration for its services and expenditures hereunder, and in addition to any other payments to be made to Vendor under this Agreement (but without duplication), Vendor shall be entitled to receive from each Participating Member Municipality delivering Acceptable Waste under this Agreement, and each Participating Member Municipality shall pay, the Disposal Fees and other payments determined as set forth in this Article III. Except as otherwise expressly provided in this Agreement, Vendor shall be solely responsible for the cost of performing its obligations under this Agreement.

### **Section 3.01 Disposal Fees.**

(a) For each Contract Year, the Disposal Fee shall equal the Tipping Fee for that Contract Year multiplied by the number of Tons of Acceptable Waste delivered by or on behalf of a Participating Member Municipality and accepted by Vendor at the Designated Facility or otherwise disposed of by or at the direction of Vendor for that Contract Year plus or minus any Disposal Fee Adjustments.

(b) The actual Disposal Fees and Disposal Fee Adjustments shall be calculated each month.

### **Section 3.02 Tipping Fee.**

(a) Base Tipping Fee. Except as otherwise provided herein, each Participating Member Municipality shall pay Vendor a base tipping fee of \$\_\_\_\_\_ per Ton of Acceptable Waste delivered by or on behalf of such Participating Member Municipality hereunder (the "Base Tipping Fee" or "BTF"), as adjusted pursuant to this Section 3.02 (the "Tipping Fee" or "TF"). There will be no adjustment to the BTF for the initial Term of this Agreement.

(b) CPI Adjustment. Commencing July 1 of the final year of the contract, the TF shall be adjusted on July 1st for each Contract Year for the duration of any extensions of the Term of this Agreement in accordance with the following formula:

$$TF = BTF \times [1 + (.75) \times \frac{(CPI_x - CPI_b)}{CPI_b}]$$

TF = Tipping Fee as adjusted for contract extension year

BTF = Base Tipping Fee

CPI<sub>b</sub> = CPI published as of May 1 of the final year of the initial Term of this Agreement.

CPI<sub>x</sub> = CPI as of May 1 in the computation year

### **Section 3.03 Monthly Statements.**

(a) Not more than ten (10) days following the end of each calendar month during a Contract Year, Vendor shall provide to each Participating Member Municipality a statement for the portion of the Disposal Fees payable by such Participating Member Municipality for such calendar month. Each such monthly statement shall provide for the payment of the Tipping Fee for such calendar month multiplied by the actual number of Tons of Acceptable Waste delivered to the Designated Facility and accepted by Vendor by or on behalf of such Participating Member Municipality during such month.

(b) Each Disposal Fee Adjustment that is to be made shall take effect and be reflected in monthly statements as soon as the estimated amount of such Disposal Fee Adjustment can be calculated pursuant to the applicable provision of this Article III.

(c) Within 30 days after receipt of a statement from Vendor, the Participating Member Municipality shall pay Vendor the net amount due shown on such statement.

**Section 3.04 Liquidated Damages.** In the event of certain violations of this Agreement, liquidated damages may be assessed as follows:

Violation of Section 2.02 or Section 2.05 (a), failure to accept a load of Acceptable Waste during scheduled receiving hours	\$500 per load
Violation of Section 2.05 (b), failure to provide vehicle turnaround time of 30 minutes	\$100 per occurrence

In the event of a violation of Section 2.02 or Section 2.05 (a), resulting in the failure of the Vendor to accept a load of Acceptable Waste delivered during scheduled receiving hours, the Participating Member Municipality will withhold from payment for services, as liquidated damages, \$500.00 per load not accepted. Prior to withholding liquidated damages, the Participating Member Municipality will notify Vendor in writing.

In the event of a violation of Section 2.05 (b), resulting in the failure of the Vendor to provide vehicle turnaround time of 30 minutes, the Participating Member Municipality will withhold from payment for services, as liquidated damages, \$100.00 per occurrence. Prior to withholding liquidated damages, the Participating Member Municipality will notify Vendor in writing.

In the case of a dispute regarding either of these violations, the CCSWA will make the determination as to the validity of the violation.

#### **ARTICLE IV FURTHER AGREEMENTS**

**Section 4.01 Licenses, Approvals and Permits.** Vendor will provide and maintain all licenses, approvals and Permits necessary for the performance of this Agreement and CCSWA will use good faith efforts, at no cost to CCSWA, to cooperate as may reasonably be requested by Vendor in connection with the providing and maintaining of such licenses, approvals and Permits.

#### **Section 4.02 Performance Bond.**

Simultaneous with the execution of this Agreement, Vendor shall provide a Performance Bond as security for the performance of this Agreement. Said surety bond must be in the amount of the average yearly cost of this Agreement. The Performance Bond will be attached as Attachment 5 hereto. Premium for the Performance Bond described above shall be paid by the Vendor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the Performance Bond shall be a corporate surety company duly authorized to do business in the State.

Maintenance of said bond and the performance by Vendor of all of the obligations under this paragraph shall not relieve the Vendor of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The Performance Bond may be called in the event of any default hereunder by the Vendor. The calling of the Performance Bond shall in no manner restrict or preclude any additional or further remedies available to the CCSWA against the Vendor for breach, default or damages hereunder.

#### **Section 4.03 Obligations of the Parties.**

(a) So long as CCSWA and the Participating Member Municipalities are in compliance with their respective Waste delivery and payment obligations under this Agreement, Vendor's obligation under this Agreement, including its obligation to make payments expressly provided for by the terms of this Agreement, shall not be affected by any set-off, counterclaim or recoupment which Vendor may have against CCSWA, the Participating Member Municipalities or any other entity for any reason whatsoever.

(b) So long as Vendor is in compliance with its Waste acceptance and payment obligations under this Agreement, CCSWA's and the Participating Member Municipalities' obligation under this Agreement, including the obligations to make payments expressly provided for by the terms of this Agreement, shall not be affected by set-off, counterclaim or recoupment which CCSWA or the Participating Member Municipalities may have against Vendor or any other entity for any reason whatsoever.

(c) Neither party's nor any of the Participating Member Municipality's obligations under the Agreement shall be affected by any defense (other than the defense of noncompliance with the Waste delivery or acceptance or payment obligations) which such party or the Participating Member Municipalities may have against any party until after the final resolution of any dispute over such defense (provided that such resolution may have retroactive effects).

(d) Each party, and each Participating Member Municipality, waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel or rescind this Agreement, except for any such rights conferred upon it by the terms and conditions of this Agreement.

Nothing in this Section 4.03 shall constitute or be asserted to be a waiver by each party of any rights, remedies or defenses available to it under the express terms and conditions of this Agreement.

**Section 4.04 Host Community Benefits.** Vendor shall be solely responsible for all host community benefits, whether in the form of Taxes, impositions, charges, fees, tariffs, in-kind benefits or otherwise.

#### **ARTICLE V FORCE MAJEURE EVENTS**

The performance of either party hereunder and any Participating Member Municipality shall be excused if such party or Participating Member Municipality is reasonably precluded from performance by the occurrence of a Force Majeure Event. Such excuse of performance shall be only to the minimum extent reasonably forced on such party by such event and such party shall continue to perform all other responsibilities hereunder. In addition, Vendor shall be excused, without cost or liability to CCSWA or any Participating Member Municipality, for failure or delay in performance of any obligation set forth in this Agreement including its obligation to accept Acceptable Waste at the Designated Facility by reason of a Force Majeure Event; provided, however, that Vendor shall not be excused from its obligations in Section 2.09 of this Agreement by reason of a Force Majeure Event. Such failure or delay shall be excused at any time during which performance is prevented by such Force Majeure Event, and during such period thereafter as may be reasonably necessary for the party to correct the adverse effect of such Force Majeure Event.

The provisions of this Article V shall not relieve a party or a Participating Member Municipality affected by a Force Majeure Event from using reasonable efforts to overcome or remove a Force Majeure Event. The party, or CCSWA in the case of a Participating Member Municipality relying on a Force Majeure Event shall provide prompt notice of a Force Majeure Event to the other party and shall attempt to remedy with all reasonable dispatch the cause or causes constituting a Force Majeure Event; provided, however, the settlement of strikes, lock-outs, work slowdowns, and other similar industrial or labor actions, or legal actions or administrative proceedings, shall be entirely in the discretion of the party or the Participating Member Municipality relying on a Force Majeure Event and such party or such Participating Member Municipality shall not be required to make settlement of strikes, lockouts, work slow-downs and other similar industrial or labor actions or legal actions or administrative proceedings when such settlement is unfavorable, in the judgment of such party. Without limiting the foregoing provisions of this Article V but to eliminate doubt, and except as otherwise provided in Section 2.09 of this Agreement, no Disposal Fee Adjustments shall be made by reason of a Change in Law or other Force Majeure Event, and neither party nor a Participating Member Municipality shall be excused with respect to any accrued payment obligations existing as of the date of any Force Majeure Event, by reason thereof.

## **ARTICLE VI MISCELLANEOUS**

### **Section 6.01 Term.**

(a) **Contract Date.** This Agreement will become effective on execution and, subject to the provisions of Section 6.01(b), will expire on \_\_\_\_\_ (the "Term" or "Term of this Agreement").

(b) **Agreement Renewal.** Upon mutual agreement, the parties may renew this Agreement for up to two (2) one (1)-year periods. An extension must be requested in writing by either party no later than six (6) months prior to the expiration date of this Agreement. The requested extension must be approved, through a written amendment to this Agreement, no later than three (3) months prior to the expiration date of this Agreement.

### **Section 6.02 Termination for Breach; Limitation of Liability.**

(a) In the event there should occur any material breach or material default in the performance of any covenant or obligation of Vendor hereunder which has not been remedied within 60 days after receipt of written notice from CCSWA specifying such breach or default, CCSWA may, if such breach or default is continuing, terminate this Agreement upon 30 days' written notice to Vendor, provided that if such default is not a payment default and can be cured, and Vendor shall have commenced to take appropriate, as determined by CCSWA, steps to cure such breach or default within a reasonable period of time, the same shall not constitute a breach or default hereunder for so long as Vendor is continuing to take appropriate, as determined by CCSWA, steps to cure such default or breach.

(b) In the event there should occur any material breach or material default in the performance of any covenant or obligation of CCSWA hereunder which has not been remedied within 60 days after receipt of written notice from Vendor specifying such breach or default, Vendor may, if such breach or default is continuing, terminate this Agreement upon 30 days' written notice to CCSWA, provided that if such default is not a payment default and can be cured, and CCSWA shall have commenced to take steps to cure such breach or default within a reasonable period of time, the same shall not constitute a breach or default hereunder for so long as CCSWA is continuing to take steps to cure such default or breach.

(c) In the event there should occur any material breach or material default in the performance of any covenant or obligation of a Participating Member Municipality hereunder which has not been remedied within 60 days after receipt of written notice from Vendor to CCSWA and such Participating Member Municipality specifying such breach or default, Vendor may, if such breach or default is continuing, terminate this Agreement solely with respect to such Participating Member Municipality upon 30 days' written notice to CCSWA and such Participating Member Municipality, provided that if such default is not a payment default and can be cured, and CCSWA or the Participating Member Municipality shall have commenced to take steps to cure such breach or default within a reasonable period of time, the same shall not constitute a breach or default hereunder for so long as CCSWA or such Participating Member Municipality is continuing to take steps to cure such default or breach. If this Agreement is terminated with respect to any defaulting Participating Member Municipality, Vendor and CCSWA shall make such adjustments as may be equitably and reasonably required to reflect the current composition of the Participating Member Municipalities.

(d) The rights of termination provided hereunder are not exclusive of and may be exercised without prejudice to any rights provided by law to any party hereunder for any breach or default by any other party, provided that neither party may exercise such right of termination for a default which is not a payment default if damages would provide an adequate remedy. Termination of this Agreement with respect to a Participating Member Municipality shall not relieve the Participating Member Municipality of any liability or damages for failure to perform its obligations during the unexpired Term of this Agreement, providing that in the opinion of CCSWA, the Participating Member Municipality is in default of this Agreement and it is not a payment default.

(e) In no event shall either party be liable or obligated in any manner to pay special, consequential, punitive, incidental or similar damages on claims arising out of the performance or nonperformance by such party of its obligations under this Agreement or the transactions contemplated hereby, or resulting from down-time at the Designated Facility, whether such claims are based upon contract, tort, warranty or some other legal theory, or are asserted directly against the liable party or by third parties against the other party. Each party's obligations hereunder shall be limited to those expressly set out and assumed by such party under this Agreement. Except in the instance of CCSWA's own gross negligence or intentional misconduct, the sole remedy for a CCSWA default under Section 6.02(b) of this Agreement shall be termination of this Agreement, and Vendor shall have no right to seek monetary damages with respect to such CCSWA default.

**Section 6.03 Disputes.** All disputes, differences, controversies or claims pertaining to or arising out of or relating to this Agreement, or the breach hereof, which the parties (i.e., CCSWA and the Participating Member Municipalities, on the one hand, and Vendor or an Affiliate, on the other) are unable to resolve themselves shall be resolved by a court of competent jurisdiction in Connecticut, unless the parties agree to do so by arbitration or mediation. Any arbitration or mediation proceedings shall be held in Hartford, Connecticut. The parties and the Participating Member Municipalities shall continue to perform all of their obligations under this Agreement during the pendency of any proceeding under this Section 6.03.

#### **Section 6.04 Additional Participating Member Municipalities.**

This bid and Agreement is anticipated for use by other Member Municipalities who have executed the CCSWA Model Ordinance. By commitment on the pricing form, the Vendor agrees to make the same bid terms and price available to other such Member Municipalities, up to \_\_\_\_ tons of disposal capacity.

The CCSWA will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of this Agreement by such Member Municipalities.

**Section 6.05 Relationship of the Parties.** Except as otherwise explicitly provided herein, no party to this Agreement will have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement will be deemed to constitute any party a partner, agent or legal representative of any other party or to create any fiduciary relationship between or among the parties.

**Section 6.06 Notices.** Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, as follows:

If to Vendor:

\_\_\_\_\_

\_\_\_\_\_

If to CCSWA:

\_\_\_\_\_

\_\_\_\_\_

If to the Participating Member Municipalities, to the addresses and individuals specified on Attachment 1 to this Agreement.

Changes in the respective addresses to which such notices may be directed, may be made from time to time by any party by notice to the other parties.

**Section 6.07 Assignment; Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Vendor and CCSWA, together with their respective successors and assigns. This Agreement may not be assigned or encumbered by any party without the consent of the other parties, except that CCSWA shall not unreasonably withhold its consent to an assignment by Vendor of its rights and obligations hereunder (a) to another Affiliate; or (b) to a successor-in-interest to Vendor or the Designated Facility.

**Section 6.08 Waiver; Amendment.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver or amendment hereof must be in writing and signed by the party against whom such waiver or amendment is to be enforced. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

**Section 6.09 Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Vendor agrees to submit to service of process in,



and to the jurisdiction of the courts of, the State of Connecticut in connection with any claim or controversy arising out of the interpretation, application or enforcement of this Agreement.

**Section 6.10 References and Headings and Attachments.** All references herein to Sections, Articles and Attachments are to sections and articles of and attachments to this Agreement. All Attachments are hereby incorporated into and made a part of this Agreement. Section and article headings herein have been inserted for convenience of reference only and will not limit, expand or otherwise affect the construction of this Agreement.

**Section 6.11 Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument.

**Section 6.12 Entire Agreement.** This Agreement with its Attachments constitutes the entire agreement among the parties with respect to the operation and maintenance of the Designated Acceptance Facility and contains all of the terms and conditions thereof, all prior agreements and understandings whether oral or written having been merged herein.

**Section 6.13 Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

**Section 6.14 Representations and Warranties of CCSWA.** CCSWA represents and warrants to Vendor as follows:

(a) CCSWA is a Regional Resource Recovery Authority formed to provide a comprehensive, long-term solid waste management solution for its member municipalities, and pursuant to the CCSWA Model Ordinance, as adopted by the Member Municipalities, CCSWA has authorization to negotiate, execute and deliver contracts for the disposal of solid waste on behalf of the Participating Member Municipalities, and has full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by CCSWA and constitutes a legal, valid and binding obligation of CCSWA, enforceable against CCSWA in accordance with its terms.

**Section 6.15 Representations and Warranties of Vendor.** Vendor represents and warrants to CCSWA as follows:

(a) It is duly organized and validly existing under the laws of the state of its jurisdiction or organization, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms. The execution, delivery and performance of this Agreement by Vendor have been duly authorized by Vendor.

(c) Neither the execution nor delivery by it of this Agreement, nor the performance by it of its obligation in connection with the transactions contemplated hereby or the fulfillment by it of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any constitution, law, or governmental regulation applicable to it, or (ii) conflicts with, violates, or results in a breach of any term or condition of any order, judgment or decree, or any agreement or instrument, to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder.

(d) No approval, authorization, order or consent of, or declaration, registration or filing with any governmental authority is required for the valid execution and delivery of this Agreement by it, except such as have been duly obtained or made.

(e) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority pending or, to the best of its knowledge, threatened against it, which might materially adversely affect the performance by it of its obligations hereunder or under the transactions contemplated hereby, or which, in any way, questions the validity, legality or enforceability of this Agreement, or any other agreement or instrument entered into by it in connection with the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the date and year first above written.

[VENDOR]

By: [Name of contracting entity]

By: \_ [signature] \_\_\_\_\_  
Name:  
Title:

CENTRAL CONNECTICUT SOLID WASTE AUTHORITY

By: \_ [signature] \_\_\_\_\_  
Name:  
Title:

**ATTACHMENT 1**

Participating Member Municipalities

(a) Town of

[Address]

Attention: \_\_\_\_\_

## **ATTACHMENT 2**

### **VENDOR INSURANCE REQUIREMENTS**

*[Provided in RFP Appendix E]*

### **ATTACHMENT 3**

#### **COMPANY SAFETY RULES AND REGULATIONS**

*[To be provided by Vendor]*

## ATTACHMENT 4

### DESIGNATED FACILITY SAFETY RULES AND REGULATIONS

*[To be provided by Vendor]*

**ATTACHMENT 4-A**

**TIPPING FLOOR RULES FOR DRIVERS AND HAULERS**

*[To be provided by Vendor]*

**ATTACHMENT 4-B**

**FORM OF HAULER AGREEMENT**

*[To be provided by Vendor]*



**ATTACHMENT 5**

**PERFORMANCE BOND**

*[To be provided by Vendor]*

## ATTACHMENT 6

### SIDE LETTER AGREEMENT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Member Name and Address)

**Re:** Agreement concerning Solid Waste Disposal Services to be administered by the Central Connecticut Solid Waste Authority (CCSWA); and provided by \_\_\_\_\_.

This letter ("Letter Agreement") is intended to confirm the agreement of <vendor> (the "Vendor"), CCSWA and the Town/Agency of <town> (the "Member").

Member hereby acknowledges that CCSWA conducted a bidding process for a provider of Solid Waste Disposal Services and made an award on the Member's behalf.

To that end, the parties agree that Vendor will provide the services required by the Member listed in the Solid Waste Disposal Services Agreement and any and all attachments thereto (the "Agreement"), during the term of the Agreement and under the terms and conditions contained in the Agreement to be attached to this Letter Agreement and incorporated herein as Exhibit A.

Member hereby agrees to participate in the Solid Waste Disposal Services Agreement and is therefore eligible to purchase services at the agreed-to prices subject to and in accordance with the terms and conditions of the Agreement for five (5) years from the commencement date of the first Solid Waste Disposal Services Agreement or the expiration of any extension term of the Agreement.

The parties acknowledge that CCSWA's role under the Agreement is limited to acting as the administrator of the Agreement with Vendor. Such administrative tasks include the duties to manage any renewal options or other ministerial tasks that exist under the terms of the Agreement. Acting as the administrator does not include any project or job management tasks including but not limited to: job ordering, delivery schedules, billing arrangements, or responsibility for any payments owed to Vendor under the Agreement.

If Member fails to meet its obligations under this Letter Agreement or the Agreement, the parties acknowledge that Vendor shall pursue its legal and equitable remedies against the Member and shall have no legal or equitable remedies whatsoever against CCSWA.

Please acknowledge your acceptance of the terms contained in this Letter Agreement by **signing three copies** of this letter where indicated below, **retaining one original for your file, and returning two to my attention.**

Sincerely,

\_\_\_\_\_

Chair, CCSWA

**Vendor Acceptance:**

Company: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

**Member Acceptance:**

Member: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

# **APPENDIX C-2**

## **DRAFT SERVICE AGREEMENT**

### **TRANSFER STATION**

Attachments:

- 1 – Participating Member Municipalities
- 2 – Vendor Insurance Requirements
- 3 – Company Safety Rules and Regulations
- 4 – Designated Facility Safety Rules and Regulations
  - 4a – Tipping Floor Rules for Drivers and Haulers
  - 4b – Form of Hauler Agreement
- 5 – Performance Bond
- 6 – Side Letter Agreement

**SOLID WASTE DISPOSAL AGREEMENT**  
**BETWEEN**  
**THE**  
**CENTRAL CONNECTICUT SOLID WASTE AUTHORITY**  
**ACTING ON BEHALF OF THE PARTICIPATING MEMBER MUNICIPALITIES**  
**AND**

---

**DATED** \_\_\_\_\_

## SOLID WASTE DISPOSAL AGREEMENT

This Agreement is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CENTRAL CONNECTICUT SOLID WASTE AUTHORITY (hereinafter referred to as "CCSWA"), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut (hereinafter referred to as the "State"), and \_\_\_\_\_, a \_\_\_\_\_ formed under the laws of the State of \_\_\_\_\_ (hereinafter referred to as "Vendor". Capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1.01 below.

### WITNESSETH:

WHEREAS, each municipality in the State has the right and obligation under §22a -220 of the Connecticut General Statutes (the "CGS") to make provision for the safe and sanitary disposal and processing of solid waste generated within its corporate boundaries; and

WHEREAS, CCSWA was formed in 2010 under Chapter 103b (CGS §7-273aa to §7- 273pp) as a Regional Resource Recovery Authority to provide a comprehensive, long-term solid waste management solution for its member municipalities, and pursuant to §22a-221(c) of the CGS and pursuant to the CCSWA Model Ordinance, as adopted by the Member Municipalities, CCSWA has authorization to negotiate, execute and deliver contracts for the disposal of solid waste on behalf of the Participating Member Municipalities; and

WHEREAS, Vendor has agreed to provide for waste disposal services for the Participating Member Municipalities on the terms and conditions set forth in this Agreement; and

WHEREAS, each of the Participating Member Municipalities has authorized CCSWA to enter into this Agreement on behalf of such Participating Member Municipality, and has agreed to perform the obligations of a Participating Member Municipality described herein and in the CCSWA Model Ordinance.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.01 Specific Definitions.** As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the words and terms listed in this Section 1.01 shall have the following meanings:

**"Acceptable Waste"** means Municipal Solid Waste from residential, commercial and industrial sources, excluding solid waste consisting of significant quantities of hazardous waste as defined in Chapter 445, §22a-115 of the Connecticut General Statutes (CGS), land-clearing debris, demolition debris, biomedical waste, sewage sludge and scrap metal (Chapter 446d, §22a-207 (23) of the CGS), provided, however, that Acceptable Waste shall not include Acceptable Recyclables or other materials required to be recycled in accordance with Chapter 446d, §22a-241(b) of the CGS. Construction or demolition wood generated at a residence, other than wood that has been pressure-treated or that

otherwise contains arsenic, furniture, mattresses and rugs or any such waste which has been crushed, chopped, shredded or otherwise processed shall be considered Municipal Solid Waste.

**"Affiliate"** means, with respect to any person, any other person controlling, controlled by, or under common control with, such person.

**"Agreement"** means the agreement executed by and between the CCSWA and the successful Vendor governing the overall terms and conditions to which Participating Member Municipalities who sign a Side Letter Agreement will be bound during the life of the agreement.

**"Alternative Processing Facility"** means a waste disposal location permitted to accept Acceptable Waste, Bulky Waste or Special Handling Waste, as the case may be.

**"Authorized Hauler"** means any hauler designated by a Participating Member Municipality by contract or otherwise to deliver Acceptable Waste by or on behalf of such Participating Member Municipality to the Designated Facility.

**"Authorized Representative"** means (a) in the case of CCSWA, the Chair, Vice-Chair, Secretary or Treasurer thereof, (b) in the case of Vendor, the President, any Vice President or the Treasurer of the managing partner thereof (or, if there be no managing partner, any general partner thereof), or (c) in the case of each Participating Member Municipality, the individuals listed on Attachment 1 hereto, and, when used with reference to the performance of any act, the discharge of any duty or the execution or any certificate or other document, any officer, employee, partner or other person specifically authorized in writing by one of the persons designated above to perform such act, discharge such duty or execute such certificate or other document.

**"Backup Disposal Facility" or "Backup Facility"** means a facility to be provided by the Vendor as a backup should the Designated Disposal Acceptance Facility for any reason not be available for receiving Acceptable Waste.

**"Base Tipping Fee"** means the tipping fee for the initial Term of this Agreement.

**"Biomedical Waste"** means infectious waste, pathological waste and chemotherapy waste generated during the administration of medical care or the performance of medical research involving humans or animals and which, because of its quantity, character or composition, has been determined by the commissioner to require special handling but excluding any solid waste which has been classified by the department as a hazardous waste pursuant to Chapter 445, §22a-115 of the CGS or is a radioactive material regulated pursuant to Chapter 446a, §22a-148 of the CGS.

**"Bulky Waste"** means unwanted or discarded materials delivered by or on behalf of a Participating Member Municipality which:

(a) are of the kinds normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of a Participating Member Municipality through private or municipal collection;

(b) in the judgment of Vendor, reasonably exercised, cannot be processed in the Designated Facility because of size or non-combustibility;

(c) would not constitute Special Handling Waste under clause (a), (b) or (d) of the definition of such term;

(d) may be disposed of in a Landfill holding a permit issued by the Connecticut Department of Environmental Protection under CGS §22a-209-1 and following of its Regulations or any successor provision; and

(e) are not too large to be deposited and stored at the Designated Facility, or transported to a Landfill.

**"CCSWA"** means the Central Connecticut Solid Waste Authority.

**"CGS"** means the Connecticut General Statutes.

**"Change in Law"** means any of the following events or conditions having or which may reasonably be expected to have an effect on either party's ability to perform its obligations under this Agreement:

(a) the adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation after the Execution Date of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was on or prior to the Execution Date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state or local governmental body, administrative agency or governmental official having jurisdiction;

(b) the order and/or judgment of any federal, state or local court, administrative agency or governmental officer or body, after the Execution Date, if such order and/or judgment is not also the result of willful or negligent action or lack of reasonable diligence of the party affected thereby, provided that the contesting in good faith or the failure to contest any such order and/or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the party affected thereby; or

(c) the denial of an application for or suspension, termination, interruption, imposition of a new condition in connection with the renewal or failure of renewal after the Execution Date of any permit, license, consent, authorization or approval essential to the performance of this Agreement, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the party affected thereby, provided that the contesting in good faith or the failure to contest any such suspension, termination, interruption or failure of renewal shall not be construed as willful or negligent action or a lack of reasonable diligence of the party affected thereby.

**"Civil Disturbance"** means an act of the public enemy, war, terrorism, blockade, insurrection, riot, general arrest or restraint of government and people, nuclear incident, civil disobedience or similar occurrence.

**"Consumer Price Index"** or **"CPI"** means the consumer price index (Series Id: CWURA101SAOLE, Not Seasonally Adjusted) for the New York- Northern New Jersey, Long Island, NYNJ- CT-PA, All items less energy for Urban Wage Earners and Clerical Workers, as published by the United States Department



of Labor Statistics (Base Period 1982-1984 = 100), or a mutually agreeable alternative index if such index is no longer published or the method of computation hereof is substantially modified.

**"Contract Date"** means July 1, 2017.

**"Contract Year"** means each 12-month period under this Agreement commencing on July 1 of each year. A "full Contract Year" is any Contract Year consisting of 12 months. Obligations hereunder with respect to delivery or acceptance of specified amounts of Waste which are stated to be applicable to a full Contract Year shall be proportionately reduced in any other Contract Year.

**"CPI<sub>B</sub>"** means CPI published as of May 1 of the final year of the initial Term of this Agreement.

**"CPI<sub>x</sub>"** means CPI as of May 1 in the computation year.

**"Designated Disposal Acceptance Facility" or "Designated Facility"** means the Solid Waste disposal Facility, located at \_\_[facility address]\_\_\_\_\_, and constructed, operated, and maintained by Vendor to receive Acceptable Waste for transfer to the final disposal destination.

**"Direct Control"** means, with respect to Acceptable Waste required to be delivered to the Designated Facility pursuant to this Agreement, all (1) municipal waste that is collected by a Participating Member Municipality either directly by municipal employees, or under a license or permit issued to a third party, or a contract with a third party, to perform such functions on behalf of a Participating Member Municipality, or (2) municipal waste or commercial waste collected through deliveries to a transfer station owned, operated, or used by a Participating Member Municipality.

**"Disposal Fees"** means the amounts Vendor is entitled to receive from the Participating Member Municipalities under Article III.

**"Disposal Fee Adjustments"** means any adjustments to the Base Tipping Fee at the commencement of a contract extension, as provided in this Agreement.

**"Execution Date"** means the date this Agreement is signed by all parties to this Agreement.

**"Force Majeure Event"** means:

(a) a Change in Law;

(b) a Civil Disturbance;

(c) a Non-\_\_\_\_\_ [Vendor name] \_\_\_\_\_.Strike;

(d) an Act of God, landslide, lightning, hurricane, tornado, very high wind, blizzard, ice storm, drought, or flood (but not including weather conditions for the geographic area of the Designated Disposal Acceptance Facility that should have been reasonably anticipated); or

(e) any other event or circumstance, including fire or explosion, which prevents either party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Execution Date and is not within the reasonable control of, and without fault or negligence of the party claiming Force Majeure with respect to such event or circumstance, and which by the exercise

of due diligence the party claiming Force Majeure is unable to overcome or cause to be avoided; provided, that a Force Majeure Event shall not include: (i) a lack of funds or other adverse financial event; or (ii) economic hardship resulting from the performance of or compliance with any of the covenants or obligations contained in this Agreement.

**"Hazardous Waste"** "means any waste material which may pose a present or potential hazard to human health or the environment when improperly disposed of, treated, stored, transported, or otherwise managed, including (A) hazardous waste identified in accordance with Section 3001 of the federal Resource Conservation and Recovery Act of 1976 (42 USC 6901 et seq.), (B) hazardous waste identified by regulation by the Department of Energy and Environmental Protection, and (C) polychlorinated biphenyls in concentrations greater than fifty parts per million, but does not mean by-product material, source material or special nuclear material, as defined in section 22a-151, or scrap tires". (Source: Chapter 445, §22a-115 (1) of the CGS)

**"Incremental Transportation Cost"** means the difference between the transportation cost incurred by a Municipality to transport waste to the Designated Facility or Backup Facility and the cost incurred to transport waste to the Vendor-designated alternative facility, as provided in Section 2.09 of this Agreement.

**"Landfill"** means one or more landfill disposal facilities utilized by Vendor that is legally available for the disposal of Unprocessed Waste, Special Handling Waste, Residue and Bulky Waste.

**"Legal Holidays"** means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

**"Member Municipality"** means any Connecticut municipality that has executed the CCSWA Model Ordinance, as written.

**"Municipal Solid Waste" or "MSW"** "means solid waste from residential, commercial and industrial sources, excluding solid waste consisting of significant quantities of hazardous waste as defined in section 22a-115 (1), land-clearing debris, demolition debris, biomedical waste, sewage sludge and scrap metal". (Source: Chapter 446d, §22a-207 (23) of the CGS)

**"Non-\_\_\_ [Vendor's name] \_\_\_ Strike"** means a strike, lockout, or similar industrial or labor action not directed solely at Vendor, another Vendor's Affiliate, a Subcontractor, or at the operation or maintenance of the Designated Facility. If Vendor is able and willing to accept and process Acceptable Waste at the Designated Facility, a refusal by drivers delivering any Acceptable Waste (and not employed by Vendor, another Vendor's Affiliate, or a Subcontractor), to cross picket lines at the Designated Facility shall constitute a Non-\_\_\_ [Vendor's name] \_\_\_ Strike, whether or not the existence of such picket lines also would constitute a Non-\_\_\_ [Vendor's name] \_\_\_ Strike.

**"Participating Member Municipality"** (and together the "Participating Member Municipalities") means the Cities and Towns listed on Attachment 1 to this Agreement, as the same may be updated from time to time pursuant to this Agreement, who have executed the CCSWA Model Ordinance.

**"Permit"** means any and all permits, licenses, approvals, certificates of public convenience and necessity, franchises or authorizations that must be issued by any governmental entity having jurisdiction thereof to legally enable the Vendor to carry out the Contract Services.

**"Recycling"** "means the processing of solid waste to reclaim material therefrom". (Source: Chapter 446d, §22a-207 (7) of the CGS)

**"Side Letter Agreement"** means the agreement between CCSWA and the Participating Member Municipality attached, as Attachment 6, to this Solid Waste Disposal Agreement between CCSWA and Vendor.

**"Solid Waste"** means unwanted or discarded solid, liquid, semisolid or contained gaseous material, including, but not limited to, demolition debris, material burned or otherwise processed at a resources recovery facility or incinerator, material processed at a recycling facility and sludges or other residue from a water pollution abatement facility, water supply treatment plant or air pollution control facility.

**"Special Handling Waste"** means (a) Hazardous Waste; (b) dirt, concrete and other noncombustible construction material and demolition debris; (c) large items of machinery and equipment, such as motor vehicles and major components. thereof (transmissions, rear ends, springs, fenders), agricultural equipment, trailers and marine vessels, and any other item of waste exceeding six feet in any one of its dimensions or being in whole or in part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion, including, in the context of deliveries to the Designated Facility, Bulky Waste; and (d) explosives, ordnance materials, oil, sludges, highly inflammable substances, hazardous chemicals, tires and other materials the acceptance of which, in the judgment of Vendor, reasonably exercised, is likely to cause damage to or adversely affect the operation of the Designated Facility, constitute a threat to health or safety, or violate or cause the violation of any applicable federal, state, or local law, regulation, or judicial or administrative decision or order.

**"Subcontractor"** means any person, partnership, corporation or other entity contracting directly with Vendor, or any Affiliate of Vendor to perform or provide any part of the work, materials, supplies or equipment required of Vendor under this Agreement.

**"Taxes"** means all taxes, fees, assessments or other charges, direct or indirect.

**"Tipping Fee"** means the Disposal Fee Vendor is entitled to receive under this Agreement.

**"Ton"** means 2,000 pounds.

**"Transfer Station"** means any location or structure, whether located on land or water, where more than ten cubic yards of solid waste, generated elsewhere, may be stored for transfer or transferred from transportation units and placed in other transportation units for movement to another location, whether or not such waste is stored at the location prior to transfer. For the purposes of this Agreement, it specifically refers to any transfer station located within, and owned by a Participating Member Municipality.

**"Waste"** means Acceptable Waste, Bulky Waste, Special Handling Waste or any other material delivered to the Designated Facility for processing or disposal, whether or not permitted to be so delivered by the terms of this Agreement.

**"Weight Ticket"** means a form that is generated by the Vendor and submitted to the Member Municipality that contains information regarding each of the loads that is received by the Vendor from

the Member Municipality and includes, at minimum, each load's: Point of Origin (documenting the Processing Location where the Participating Member Municipality delivered the [Waste, Recyclables or Organics]); date of receipt; identification number of Participating Member Municipality delivery vehicle and name of equipment operator; the full weight; the tare weight; the net weight; time weighed in; and time weighed out.

**Section 1.02 General Definitions and Construction.** As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;
- (b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles in the United States of America;
- (c) the words "herein," "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; and
- (d) the words "include" and "including" shall be deemed to be followed by the words "without limitation."

## **ARTICLE II DELIVERY OF ACCEPTABLE WASTE TO AND OPERATION OF THE DESIGNATED FACILITY**

### **Section 2.01 Commitment to Deliver Waste**

(a) **Delivery of Acceptable Waste.** During the Term of this Agreement, as defined in Section 6.01, each Participating Member Municipality, which has executed the Side Letter Agreement, shall deliver or cause to be delivered to the Designated Facility, all Acceptable Waste over which it has Direct Control, in accordance with the terms of this Agreement. No Participating Member Municipality shall have any commitment to deliver any minimum amount of Acceptable Waste.

(b) **Impact of Recycling Programs.** Vendor and CCSWA agree that no provision of this Agreement is intended either to discourage or prohibit Recycling.

### **Section 2.02 Commitment to Accept Acceptable Waste**

(a) Vendor will accept, and process and/or dispose of, in accordance with the terms hereof, on and after the Contract Date, all Acceptable Waste, delivered to the Designated Facility pursuant to the terms of this Agreement.

(b) Notwithstanding any contrary provisions contained in this Agreement, Vendor shall not be obligated hereby to accept any Waste which, in its judgment reasonably exercised, would result in the violation of any judicial decision, statute, or governmental rule, regulation, order or requirement, including the Resource Conservation and Recovery Act of 1976, or would adversely affect the operation of the Designated Facility, provided that Vendor shall be obligated to take alternative action consistent with the terms hereof to permit the performance by Vendor of its obligations hereunder in a manner which would avoid any such violation.

**Section 2.03 Additional Acceptable Waste.** Vendor shall not at any time solicit or accept Acceptable Waste generated within any Participating Member Municipality other than from the Participating Member Municipality or Authorized Hauler of such Participating Member Municipality, except Vendor may accept non-residential Waste generated within a Participating Member Municipality that does not have a "flow control" ordinance applicable to such Waste in effect at such time.

**Section 2.04 Operation of Designated Facility.**

(a) Vendor shall operate and maintain the Designated Facility in such manner as to ensure that the Designated Facility is able on a continuous basis to receive and process Acceptable Waste, except as provided in Section 2.10 hereof.

(b) Vendor shall maintain the Designated Facility in good condition, including necessary repairs and replacement, consistent with good Solid Waste handling. Vendor will maintain the safety of the Designated Facility at a level consistent with applicable law and good solid waste transfer and disposal practices. Vendor shall provide, at its expense, all necessary labor, materials, and equipment for the proper operation and maintenance of the Designated Facility, and shall comply with the insurance requirements set forth on Attachment 2.

(c) Vendor shall maintain, and when necessary update, the Company Safety Rules and Regulations provided by the Vendor and included as Attachment 3 to this Agreement.

(d) As a condition to Vendor accepting any Acceptable Waste from a Participating Member Municipality, each Participating Member Municipality shall comply, and shall cause all Authorized Haulers delivering Acceptable Waste to the Designated Facility on behalf of a Participating Member Municipality to comply, with (i) the Designated Facility rules set forth on Attachments 4 and 4-A. Vendor may modify the Designated Facility rules from time to time upon notice to CCSWA and each Participating Member Municipality.

(e) Acceptable Waste delivered by or on behalf of the Participating Member Municipalities shall only be delivered by Authorized Haulers. Each Authorized Hauler shall execute the Hauler Agreement substantially in the form attached as Attachment 4-B.

**Section 2.05 Receiving and Operating Hours.**

(a) Vendor will keep the Designated Facility open for the receiving of Acceptable Waste from 7:00 a.m. until at least 4:00 p.m. Monday through Saturday, excluding Legal Holidays.

(b) The Vendor shall give the CCSWA priority consideration in weighing and off-loading operations. The maximum total waiting/tipping time from arrival at the Designated Facility, to departure from the Designated Facility, is not to exceed thirty (30) minutes per truck.

(c) Vendor may request and accept the delivery of Acceptable Waste at times other than the normal receiving times at no additional cost to the Participating Member Municipalities. Should Vendor request any such deliveries, Vendor will pay all additional operating costs reasonably incurred by the Participating Member Municipality delivering such Waste as a result of such request by Vendor, upon submission of properly documented invoices.

(d) CCSWA may request Vendor to accept deliveries of Acceptable Waste at times other than the normal receiving times upon seven (7) days' prior written notice. If Vendor accepts delivery of Acceptable Waste pursuant to this paragraph (d) at hours other than the normal receiving hours, the delivering Participating Member Municipalities will pay all additional operating costs reasonably incurred by Vendor as a result of such additional hours of operation on a pro-rata basis (based on volumes delivered during such period) with any other persons making deliveries during such hours upon submission of properly documented invoices.

#### **Section 2.06 Weighing Records.**

(a) Vendor will operate and maintain motor truck scales at the Designated Facility, calibrated to the accuracy required by the State for public weighing facilities, to weigh all vehicles delivering Acceptable Waste or removing Acceptable Waste or other materials. Each Participating Member Municipality shall cause each Authorized Hauler's vehicle delivering Acceptable Waste pursuant to this Agreement to display a decal with a permit number referencing a permit issued by the Participating Member Municipality authorizing the delivery of Acceptable Waste to the Designated Facility, and other identification (including the name of each Participating Member Municipality or other entity whose Waste is being delivered) and tare weight permanently indicated and conspicuously displayed in a location designated by Vendor. Vendor will not accept the delivery of Acceptable Waste being delivered to the Designated Facility in a vehicle that does not display a decal referencing a valid permit issued by the Participating Member Municipality. Each vehicle delivering Acceptable Waste or removing Acceptable Waste or other materials will be weighed before entering (and, at Vendor's election or when CCSWA or a Participating Member Municipality shall reasonably request, after leaving) the Designated Facility, with the time, truck identification and gross weight (for loaded vehicles) or tare weight (for unloaded vehicles) to be entered on a weight record. The scale records will be used as a basis for calculating fees, charges and credits under this Agreement. CCSWA or a Participating Member Municipality may, at its own expense, have an Authorized Representative present at the scales operated by Vendor whenever they are operated in order to verify scale accuracy, vehicle identity and permit validity.

(b) If all weighing facilities at the Designated Facility are incapacitated or otherwise out of service, then Vendor in consultation with and with the consent of CCSWA will estimate in good faith the quantity of Acceptable Waste and other materials delivered on the basis of truck volumes, estimated data obtained through historical information, and contemporaneous data from Transfer Station scales. These estimates will be the basis for records during the scale outage and shall take the place of actual weighing records during the scale outage.

(c) If at any time testing of the weighing facilities indicates that the scales did not meet the accuracy requirements of the State, CCSWA and Vendor will negotiate in good faith an adjustment to the scale records actually recorded during or for any period in question. In addition, at the request of CCSWA, Vendor, at Vendor's cost and expense, shall cause such scales to be recalibrated to meet the accuracy requirements of the State.

(d) Vendor will maintain daily records of:

(1) total Acceptable Waste and Bulky Waste tonnage delivered to the Designated Facility;

(2) all Acceptable Waste and Bulky Waste delivered to the Designated Facility by each Participating Member Municipality; and

(3) all, metals and other materials leaving the Designated Facility. Copies of all such records (which shall be in such form, including electronic form, as any Participating Member Municipality may reasonably request for the purpose of invoicing the Participating Member Municipalities and others and for statistical purposes) will be provided to each Participating Member Municipality within ten (10) days after the end of each month, including reasonably detailed monthly summary information as to all Acceptable Waste delivered to the Designated Facility (including the identity of each person delivering such Acceptable Waste), and all and other materials leaving the Designated Facility. Copies of all daily records and Weight Tickets (or their substantial equivalent) will be maintained electronically by Vendor for a period of at least two (2) years.

#### **Section 2.07 Special Handling Waste.**

(a) Participating Member Municipalities are prohibited from delivering, or causing to be delivered, Special Handling Waste to the Designated Facility. Nothing in this Agreement is intended, however, to constitute a guarantee by a Participating Member Municipality of the composition of any Waste delivered to the Designated Facility or to make the Participating Member Municipality responsible (except as expressly provided in Section 2.07(c) below) for the results of any delivery of any Special Handling Waste. Each Participating Member Municipality shall use its commercially reasonable efforts, to take all necessary or appropriate action to ensure that no part of the Designated Facility shall become classified as a hazardous or toxic materials storage or processing facility.

(b) Each Participating Member Municipality and Vendor will also use commercially reasonable efforts to, and Vendor may, deny admission to the Designated Facility of any vehicle carrying Special Handling Waste or other Waste which may leak, spill or allow Waste to be blown or scattered before unloading at any part of the Designated Facility. Vendor will cause any Special Handling Waste which is discovered in the Designated Facility to be promptly removed and delivered to a disposal site within or outside the State acceptable to Vendor and, if any part of the cost of handling, transporting and disposal of such Special Handling Waste is to be paid by a Participating Member Municipality pursuant to Section 2.09(c), acceptable to the Participating Member Municipality.

(c) Any cost incurred by Vendor in handling, transporting or disposing of such Special Handling Waste shall be the responsibility of the Authorized Hauler delivering such Special Handling Waste as provided by its Hauler Agreement. If such Authorized Hauler fails to reimburse Vendor for such costs, the Participating Member Municipality which delivered, or on whose behalf there was delivered, any Special Handling Waste will pay or reimburse Vendor for all fines and penalties incurred by Vendor, and all costs reasonably incurred by Vendor in connection with the handling, transport and disposal of any Special Handling Waste delivered to the Designated Facility by or on behalf of such Participating Member Municipality and not processed at the Designated Facility.

(d) Title to all Acceptable Waste shall pass to Vendor upon delivery thereof to the tip floor of the Designated Facility. At no time after title passes to Vendor shall title to Acceptable Waste revert back to any Participating Member Municipality or be deemed to reside with CCSWA.

### **Section 2.08 Diversion of Acceptable Waste from Designated Facility.**

Vendor shall have the right, at any time and from time to time upon prior notice to the Municipality, to divert one or more deliveries of Acceptable Waste hereunder to a facility other than the Designated Facility or Backup Facility, and the Municipality shall deliver or cause to be delivered such diverted Acceptable Waste to the Vendor-designated alternative facility; provided, however, that: (i) Vendor shall give at least five (5) days' prior written notice to the Municipality of a diversion of any Acceptable Waste pursuant to this provision; and (ii) Vendor may only exercise the right to divert such Acceptable Waste pursuant to this provision up to an aggregate of thirty (30) days each Contract Year. For each delivery that is so diverted and accepted at the Vendor-designated alternative facility, (1) Vendor shall pay the Incremental Transportation Cost, if any, for each Ton of Acceptable Waste diverted and accepted by Vendor, and such payment shall be made by Vendor to the Authorized Hauler(s) who incurred such Incremental Transportation Cost, and (2) the diverted Tons of Acceptable Waste shall be deemed to have been delivered and accepted at the Designated Facility by Vendor for purposes of this Agreement. Vendor's right to divert deliveries under this Subsection (a) is in addition to its right under Article V to arrange for the delivery of Acceptable Solid Waste to another location, or facility during an Event of Force Majeure.

## **ARTICLE III PAYMENTS**

In consideration for its services and expenditures hereunder, and in addition to any other payments to be made to Vendor under this Agreement (but without duplication), Vendor shall be entitled to receive from each Participating Member Municipality delivering Acceptable Waste under this Agreement, and each Participating Member Municipality shall pay, the Disposal Fees and other payments determined as set forth in this Article III. Except as otherwise expressly provided in this Agreement, Vendor shall be solely responsible for the cost of performing its obligations under this Agreement.

### **Section 3.01 Disposal Fees.**

(a) For each Contract Year, the Disposal Fee shall equal the Tipping Fee for that Contract Year multiplied by the number of Tons of Acceptable Waste delivered by or on behalf of a Participating Member Municipality and accepted by Vendor at the Designated Facility or otherwise disposed of by or at the direction of Vendor for that Contract Year plus or minus any Disposal Fee Adjustments.

(b) The actual Disposal Fees and Disposal Fee Adjustments shall be calculated each month.

### **Section 3.02 Tipping Fee.**

(a) Base Tipping Fee. Except as otherwise provided herein, each Participating Member Municipality shall pay Vendor a base tipping fee of \$\_\_\_\_\_ per Ton of Acceptable Waste delivered by or on behalf of such Participating Member Municipality hereunder (the "Base Tipping Fee" or "BTF"), as adjusted pursuant to this Section 3.02 (the "Tipping Fee" or "TF"). There will be no adjustment to the BTF for the initial Term of this Agreement.

(b) CPI Adjustment. Commencing July 1 of the final year of the contract, the TF shall be adjusted on July 1st for each Contract Year for the duration of any extensions of the term of the contract in accordance with the following formula:



$$TF = BTF \times [1 + (.75) \times \frac{(CPI_x - CPI_B)}{CPI_B}]$$

TF = Tipping Fee as adjusted for contract extension year

BTF = Base Tipping Fee

CPI<sub>B</sub> = CPI published as of May 1 of the final year of the initial Term of this Agreement

CPI<sub>x</sub> = CPI as of May 1 in the computation year

### **Section 3.03 Monthly Statements.**

(a) Not more than ten (10) days following the end of each calendar month during a Contract Year, Vendor shall provide to each Participating Member Municipality a statement for the portion of the Disposal Fees payable by such Participating Member Municipality for such calendar month. Each such monthly statement shall provide for the payment of the Tipping Fee for such calendar month multiplied by the actual number of Tons of Acceptable Waste delivered to the Designated Facility and accepted by Vendor by on behalf of such Participating Member Municipality during such month.

(b) Each Disposal Fee Adjustment that is to be made shall take effect and be reflected in monthly statements as soon as the estimated amount of such Disposal Fee Adjustment can be calculated pursuant to the applicable provision of this Article III.

(c) Within 30 days after receipt of a statement from Vendor, the Participating Member Municipality shall pay Vendor the net amount due shown on such statement.

**Section 3.04 Liquidated Damages.** In the event of certain violations of this Agreement, liquidated damages may be assessed as follows:

Violation of Section 2.02 or Section 2.05 (a), failure to accept a load of Acceptable Waste during scheduled receiving hours	\$500 per load
Violation of Section 2.05 (b), failure to provide vehicle turnaround time of 30 minutes	\$100 per occurrence

In the event of a violation of Section 2.02 or Section 2.05 (a) of this Agreement, resulting in the failure of the Vendor to accept a load of Acceptable Waste delivered during scheduled receiving hours, the Participating Member Municipality will withhold from payment for services, as liquidated damages, \$500.00 per load not accepted. Prior to withholding liquidated damages, the Participating Member Municipality will notify Vendor in writing.

In the event of a violation of Section 2.05 (b) of this Agreement, resulting in the failure of the Vendor to provide vehicle turnaround time of 30 minutes, the Participating Member Municipality will withhold from payment for services, as liquidated damages, \$100.00 per occurrence. Prior to withholding liquidated damages, the Participating Member Municipality will notify Vendor in writing.

In the case of a dispute regarding either of these violations, the CCSWA will make the determination as to the validity of the violation.

## **ARTICLE IV FURTHER AGREEMENTS**

**Section 4.01 Licenses, Approvals and Permits.** Vendor will provide and maintain all licenses, approvals and Permits necessary for the performance of this Agreement and CCSWA will use good faith efforts, at no cost to CCSWA, to cooperate as may reasonably be requested by Vendor in connection with the providing and maintaining of such licenses, approvals and Permits.

**Section 4.02 Performance Bond.**

Simultaneous with the execution of this Agreement, Vendor shall provide a Performance Bond as security for the performance of this Agreement. Said surety bond must be in the amount of the average yearly cost of this Agreement. The Performance Bond will be attached as Attachment 5 hereto. Premium for the Performance Bond described above shall be paid by the Vendor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the Performance Bond shall be a corporate surety company duly authorized to do business in the State.

Maintenance of said bond and the performance by Vendor of all of the obligations under this paragraph shall not relieve the Vendor of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The Performance Bond may be called in the event of any default hereunder by the Vendor. The calling of the Performance Bond shall in no manner restrict or preclude any additional or further remedies available to the CCSWA against the Vendor for breach, default or damages hereunder.

**Section 4.03 Obligations of the Parties.**

(a) So long as CCSWA and the Participating Member Municipalities are in compliance with their respective Waste delivery and payment obligations under this Agreement, Vendor's obligation under this Agreement, including its obligation to make payments expressly provided for by the terms of this Agreement, shall not be affected by any set-off, counterclaim or recoupment which Vendor may have against CCSWA, the Participating Member Municipalities or any other entity for any reason whatsoever.

(b) So long as Vendor is in compliance with its Waste acceptance and payment obligations under this Agreement, CCSWA's and the Participating Member Municipalities' obligation under this Agreement, including the obligations to make payments expressly provided for by the terms of this Agreement, shall not be affected by set-off, counterclaim or recoupment which CCSWA or the Participating Member Municipalities may have against Vendor or any other entity for any reason whatsoever.

(c) Neither party's nor any of the Participating Member Municipality's obligations under the Agreement shall be affected by any defense (other than the defense of noncompliance with the Waste delivery or acceptance or payment obligations) which such party or the Participating Member Municipalities may have against any party until after the final resolution of any dispute over such defense (provided that such resolution may have retroactive effects).

(d) Each party, and each Participating Member Municipality, waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel or rescind this Agreement, except for any such rights conferred upon it by the terms and conditions of this Agreement.

Nothing in this Section 4.03 shall constitute or be asserted to be a waiver by each party of any rights, remedies or defenses available to it under the express terms and conditions of this Agreement.

**Section 4.04 Host Community Benefits.** Vendor shall be solely responsible for all host community benefits, whether in the form of Taxes, impositions, charges, fees, tariffs, in-kind benefits or otherwise.

## **ARTICLE V FORCE MAJEURE EVENTS**

The performance of either party hereunder and any Participating Member Municipality shall be excused if such party or Participating Member Municipality is reasonably precluded from performance by the occurrence of a Force Majeure Event. Such excuse of performance shall be only to the minimum extent reasonably forced on such party by such event and such party shall continue to perform all other responsibilities hereunder. In addition, Vendor shall be excused, without cost or liability to CCSWA or any Participating Member Municipality, for failure or delay in performance of any obligation set forth in this Agreement including its obligation to accept Acceptable Waste at the Designated Facility by reason of a Force Majeure Event; provided, however, that Vendor shall not be excused from its obligations in Section 2.08 by reason of a Force Majeure Event. Such failure or delay shall be excused at any time during which performance is prevented by such Force Majeure Event, and during such period thereafter as may be reasonably necessary for the party to correct the adverse effect of such Force Majeure Event.

The provisions of this Article V shall not relieve a party or a Participating Member Municipality affected by a Force Majeure Event from using reasonable efforts to overcome or remove a Force Majeure Event. The party, or CCSWA in the case of a Participating Member Municipality relying on a Force Majeure Event shall provide prompt notice of a Force Majeure Event to the other party and shall attempt to remedy with all reasonable dispatch the cause or causes constituting a Force Majeure Event; provided, however, the settlement of strikes, lock-outs, work slowdowns, and other similar industrial or labor actions, or legal actions or administrative proceedings, shall be entirely in the discretion of the party or the Participating Member Municipality relying on a Force Majeure Event and such party or such Participating Member Municipality shall not be required to make settlement of strikes, lockouts, work slow-downs and other similar industrial or labor actions or legal actions or administrative proceedings when such settlement is unfavorable, in the judgment of such party. Without limiting the foregoing provisions of this Article V but to eliminate doubt, and except as otherwise provided in Section 2.08, no Disposal Fee Adjustments shall be made by reason of a Change in Law or other Force Majeure Event, and neither party nor a Participating Member Municipality shall be excused with respect to any accrued payment obligations existing as of the date of any Force Majeure Event, by reason thereof.

## **ARTICLE VI MISCELLANEOUS**

### **Section 6.01 Term.**

(a) **Contract Date.** This Agreement will become effective on execution and, subject to the provisions of Section 6.01(b), will expire on \_\_\_\_\_ (the "Term" or "Term of this Agreement").

(b) **Agreement Renewal.** Upon mutual agreement, the parties may renew this Agreement for up to two (2) one (1)-year periods. An extension must be requested in writing by either party no later than six (6) months prior to the expiration date of this Agreement. The requested extension must

be approved, through a written amendment to this Agreement, no later than three (3) months prior to the expiration date of this Agreement.

#### **Section 6.02 Termination for Breach; Limitation of Liability.**

(a) In the event there should occur any material breach or material default in the performance of any covenant or obligation of Vendor hereunder which has not been remedied within 60 days after receipt of written notice from CCSWA specifying such breach or default, CCSWA may, if such breach or default is continuing, terminate this Agreement upon 30 days' written notice to Vendor, provided that if such default is not a payment default and can be cured, and Vendor shall have commenced to take appropriate, as determined by CCSWA, steps to cure such breach or default within a reasonable period of time, the same shall not constitute a breach or default hereunder for so long as Vendor is continuing to take appropriate, as determined by CCSWA, steps to cure such default or breach.

(b) In the event there should occur any material breach or material default in the performance of any covenant or obligation of CCSWA hereunder which has not been remedied within 60 days after receipt of written notice from Vendor specifying such breach or default, Vendor may, if such breach or default is continuing, terminate this Agreement upon 30 days' written notice to CCSWA, provided that if such default is not a payment default and can be cured, and CCSWA shall have commenced to take steps to cure such breach or default within a reasonable period of time, the same shall not constitute a breach or default hereunder for so long as CCSWA is continuing to take steps to cure such default or breach.

(c) In the event there should occur any material breach or material default in the performance of any covenant or obligation of a Participating Member Municipality hereunder which has not been remedied within 60 days after receipt of written notice from Vendor to CCSWA and such Participating Member Municipality specifying such breach or default, Vendor may, if such breach or default is continuing, terminate this Agreement solely with respect to such Participating Member Municipality upon 30 days' written notice to CCSWA and such Participating Member Municipality, provided that if such default is not a payment default and can be cured, and CCSWA or the Participating Member Municipality shall have commenced to take steps to cure such breach or default within a reasonable period of time, the same shall not constitute a breach or default hereunder for so long as CCSWA or such Participating Member Municipality is continuing to take steps to cure such default or breach. If this Agreement is terminated with respect to any defaulting Participating Member Municipality, Vendor and CCSWA shall make such adjustments as may be equitably and reasonably required to reflect the current composition of the Participating Member Municipalities.

(d) The rights of termination provided hereunder are not exclusive of and may be exercised without prejudice to any rights provided by law to any party hereunder for any breach or default by any other party, provided that neither party may exercise such right of termination for a default which is not a payment default if damages would provide an adequate remedy. Termination of this Agreement with respect to a Participating Member Municipality shall not relieve the Participating Member Municipality of any liability or damages for failure to perform its obligations during the unexpired Term of this Agreement, providing that in the opinion of CCSWA, the Participating Member Municipality is in default of this Agreement and it is not a payment default.

(e) In no event shall either party be liable or obligated in any manner to pay special, consequential, punitive, incidental or similar damages on claims arising out of the performance or nonperformance by such party of its obligations under this Agreement or the transactions contemplated hereby, or resulting from down-time at the Designated Facility, whether such claims are based upon contract, tort, warranty or some other legal theory, or are asserted directly against the liable party or by third parties against the other party. Each party's obligations hereunder shall be limited to those expressly set out and assumed by such party under this Agreement. Except in the instance of CCSWA's own gross negligence or intentional misconduct, the sole remedy for a CCSWA default under Section 6.02(b) shall be termination of this Agreement, and Vendor shall have no right to seek monetary damages with respect to such CCSWA default.

**Section 6.03 Disputes.** All disputes, differences, controversies or claims pertaining to or arising out of or relating to this Agreement, or the breach hereof, which the parties (i.e., CCSWA and the Participating Member Municipalities, on the one hand, and Vendor or an Affiliate, on the other) are unable to resolve themselves shall be resolved by a court of competent jurisdiction in Connecticut, unless the parties agree to do so by arbitration or mediation. Any arbitration or mediation proceedings shall be held in Hartford, Connecticut. The parties and the Participating Member Municipalities shall continue to perform all of their obligations under this Agreement during the pendency of any proceeding under this Section.

**Section 6.04 Additional Participating Member Municipalities.** This bid and Agreement is anticipated for use by other Member Municipalities who have executed the CCSWA Model Ordinance. By commitment on the pricing form, the Vendor agrees to make the same bid terms and price available to other such Member Municipalities, up to \_\_\_\_ tons of disposal capacity. The CCSWA will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of this Agreement by such Member Municipalities.

**Section 6.05 Relationship of the Parties.** Except as otherwise explicitly provided herein, no party to this Agreement will have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement will be deemed to constitute any party a partner, agent or legal representative of any other party or to create any fiduciary relationship between or among the parties.

**Section 6.06 Notices.** Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, as follows:

If to Vendor:

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

If to CCSWA:

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

If to the Participating Member Municipalities, to the addresses and individuals specified on Attachment 1. Changes in the respective addresses to which such notices may be directed, may be made from time to time by any party by notice to the other parties.

**Section 6.07 Assignment; Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Vendor and CCSWA, together with their respective successors and assigns. This Agreement may not be assigned or encumbered by any party without the consent of the other parties, except that CCSWA shall not unreasonably withhold its consent to an assignment by Vendor of its rights and obligations hereunder (a) to another Affiliate; or (b) to a successor-in-interest to Vendor or the Designated Facility.

**Section 6.08 Waiver; Amendment.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver or amendment hereof must be in writing and signed by the party against whom such waiver or amendment is to be enforced. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

**Section 6.09 Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Vendor agrees to submit to service of process in, and to the jurisdiction of the courts of, the State of Connecticut in connection with any claim or controversy arising out of the interpretation, application or enforcement of this Agreement.

**Section 6.10 References and Headings and Attachments.** All references herein to Sections, Articles and Attachments are to sections and articles of and attachments to this Agreement. All Attachments are hereby incorporated into and made a part of this Agreement. Section and article headings herein have been inserted for convenience of reference only and will not limit, expand or otherwise affect the construction of this Agreement.

**Section 6.11 Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument.

**Section 6.12 Entire Agreement.** This Agreement with its Attachments constitutes the entire agreement among the parties with respect to the operation and maintenance of the Designated Acceptance Facility and contains all of the terms and conditions thereof, all prior agreements and understandings whether oral or written having been merged herein.

**Section 6.13 Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

**Section 6.14 Representations and Warranties of CCSWA.** CCSWA represents and warrants to Vendor as follows:

(a) CCSWA is a Regional Resource Recovery Authority formed to provide a comprehensive, long-term solid waste management solution for its member municipalities, and pursuant to the CCSWA Model Ordinance, as adopted by the Member Municipalities, CCSWA has authorization to negotiate, execute and deliver contracts for the disposal of solid waste on behalf of the Participating Member Municipalities, and has full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by CCSWA and constitutes a legal, valid and binding obligation of CCSWA, enforceable against CCSWA in accordance with its terms.

**Section 6.15 Representations and Warranties of Vendor.** Vendor represents and warrants to CCSWA as follows:

(a) It is duly organized and validly existing under the laws of the state of its jurisdiction or organization, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms. The execution, delivery and performance of this Agreement by Vendor have been duly authorized by Vendor.

(c) Neither the execution nor delivery by it of this Agreement, nor the performance by it of its obligation in connection with the transactions contemplated hereby or the fulfillment by it of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any constitution, law, or governmental regulation applicable to it, or (ii) conflicts with, violates, or results in a breach of any term or condition of any order, judgment or decree, or any agreement or instrument, to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder.

(d) No approval, authorization, order or consent of, or declaration, registration or filing with any governmental authority is required for the valid execution and delivery of this Agreement by it, except such as have been duly obtained or made.

(e) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority pending or, to the best of its knowledge, threatened against it, which might materially adversely affect the performance by it of its obligations hereunder or under the transactions contemplated hereby, or which, in any way, questions the validity, legality or enforceability of this Agreement, or any other agreement or instrument entered into by it in connection with the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the date and year first above written.

[VENDOR]

By: [Name of contracting entity]

By: \_ [signature] \_\_\_\_\_  
Name:  
Title:

CENTRAL CONNECTICUT SOLID WASTE AUTHORITY

By: \_ [signature] \_\_\_\_\_  
Name:  
Title:



**ATTACHMENT 1**

Participating Member Municipalities

(a) Town of

[Address]

Attention: \_\_\_\_\_

## **ATTACHMENT 2**

### **VENDOR INSURANCE REQUIREMENTS**

*[Provided in RFP Appendix E]*

### **ATTACHMENT 3**

#### **COMPANY SAFETY RULES AND REGULATIONS**

*[To be provided by Vendor]*

## **ATTACHMENT 4**

### **DESIGNATED FACILITY SAFETY RULES AND REGULATIONS**

*[To be provided by Vendor]*

**ATTACHMENT 4-A**

**TIPPING FLOOR RULES FOR DRIVERS AND HAULERS**

*[To be provided by Vendor]*

**ATTACHMENT 4-B**

**FORM OF HAULER AGREEMENT**

*[To be provided by Vendor]*

**ATTACHMENT 5**

**PERFORMANCE BOND**

*[To be provided by Vendor]*

## ATTACHMENT 6

### SIDE LETTER AGREEMENT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Member Name and Address)

**Re:** Agreement concerning Solid Waste Disposal Services to be administered by the Central Connecticut Solid Waste Authority (CCSWA); and provided by \_\_\_\_\_.

This letter ("Letter Agreement") is intended to confirm the agreement of <vendor> (the "Vendor"), CCSWA and the Town/Agency of <town> (the "Member").

Member hereby acknowledges that CCSWA conducted a bidding process for a provider of Solid Waste Disposal Services and made an award on the Member's behalf.

To that end, the parties agree that Vendor will provide the services required by the Member listed in the Solid Waste Disposal Services Agreement and any and all attachments thereto (the "Agreement"), during the term of the Agreement and under the terms and conditions contained in the Agreement to be attached to this Letter Agreement and incorporated herein as Exhibit A.

Member hereby agrees to participate in the Solid Waste Disposal Services Agreement and is therefore eligible to purchase services at the agreed-to prices subject to and in accordance with the terms and conditions of the Agreement for five (5) years from the commencement date of the first Solid Waste Disposal Services Agreement or the expiration of any extension term of the Agreement.

The parties acknowledge that CCSWA's role under the Agreement is limited to acting as the administrator of the Agreement with Vendor. Such administrative tasks include the duties to manage any renewal options or other ministerial tasks that exist under the terms of the Agreement. Acting as the administrator does not include any project or job management tasks including but not limited to: job ordering, delivery schedules, billing arrangements, or responsibility for any payments owed to Vendor under the Agreement.

If Member fails to meet its obligations under this Letter Agreement or the Agreement, the parties acknowledge that Vendor shall pursue its legal and equitable remedies against the Member and shall have no legal or equitable remedies whatsoever against CCSWA.

Please acknowledge your acceptance of the terms contained in this Letter Agreement by **signing three copies** of this letter where indicated below, **retaining one original for your file, and returning two to my attention.**

Sincerely,

\_\_\_\_\_



Chair, CCSWA

**Vendor Acceptance:**

Company: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

**Member Acceptance:**

Member: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

# **APPENDIX D**

## **REQUIRED PROPOSAL FORMS**

- D-1 Proposal Table of Contents
- D-2 Proposal Form
- D-3 Organizational Experience Form
- D-4 Town of Cromwell Pricing Form
- D-5 Town of Enfield Pricing Form
- D-6 City of Hartford Pricing Form
- D-7 Town of Manchester Pricing Form
- D-8 Town of Simsbury Pricing Form
- D-9 Town of South Windsor Pricing Form
- D-10 Legal Standing Checklist

## APPENDIX D-1

### CENTRAL CONNECTICUT SOLID WASTE AUTHORITY (CCSWA) REQUEST FOR PROPOSALS #2016-SWDS SOLID WASTE DISPOSAL SERVICES

#### REQUIRED TABLE OF CONTENTS FOR VENDOR PROPOSALS

Vendors shall follow this Table of Contents in preparing their Proposals in response to RFP #2016-SWDS, as described in Section 4.2 of the RFP. Subsections should be enumerated as shown.

*Cover*

*Transmittal Letter*

*Proposal Form (Appendix D-2)*

*Table of Contents*

**I. General Qualifications**

- A. Description of Vendor Organization
- B. Experience Providing Comparable Contractual Services (include Appendix D-3, Organizational Experience and Reference Forms here)
- C. Management Staff (resumes should be inserted at the end of this subsection)

**II. Financial and Business Capability**

- A. Financial Capability (Vendors may enclose prepared financial statements separately from the bound Proposal)
- B. Proof of Bonding Capability
- C. Proof of Insurance
- D. Legal Standing Checklist (Appendix D-10)

**III. Technical Solution – Disposal Services**

- A. Description of Operations (Vendors shall provide enumerated responses A.1 through A.6, as shown in Section 4.2.6 of the RFP)
- B. Environmental and Operating Compliance (Vendors shall provide enumerated responses B.1 through B.5 as shown in Section 4.2.6 of the RFP)

**IV. Price Proposals**

- A. Disposal Acceptance Facilities. This information is to be included on the Pricing Forms in Appendix D, as described in Section 4.2.7 of the RFP. Include a statement of acceptance for the Draft Service Agreement (either Appendix C-1: Draft Service Agreement, Waste-To-Energy Facility; or Appendix C-2: Draft Service Agreement, Transfer Station) appropriate to your facility (ies), and list any exceptions.
- B. Disposal Pricing (complete the forms in Appendix D: Pricing Forms) for one or more Participating Municipalities.

**V. Other Information** (for use by Vendors to enclose additional information not elsewhere requested)

**APPENDIX D-2**

**CENTRAL CONNECTICUT SOLID WASTE AUTHORITY  
REQUEST FOR PROPOSALS #2016-SWDS**

**SOLID WASTE DISPOSAL SERVICES**

**PROPOSAL FORM**

Central Connecticut Solid Waste Authority (CCSWA)

**DATE ADVERTISED:**  
August 5, 2016

**DATE / TIME DUE:** September 15, 2016  
By 2:00 pm Eastern

**NAME OF PROPOSAL**

CCSWA Solid Waste Disposal Services

---

Type or Print Name of Individual

---

Doing Business as (Trade Name)

---

Signature of Individual

---

Street Address

---

Title

---

City, State, Zip Code

---

Date

---

Telephone Number / Fax Number

---

E-mail Address

---

SS # or TIN#

## APPENDIX D-3

### CENTRAL CONNECTICUT SOLID WASTE AUTHORITY REQUEST FOR PROPOSALS #2016-SWDS

#### SOLID WASTE DISPOSAL SERVICES

#### ORGANIZATIONAL EXPERIENCE AND REFERENCE CONTENT REQUIREMENTS

##### Contract Information

Municipal Client Name	_____
Project Location (city, state)	_____
Facility Type (landfill, transfer station, etc.)	_____
Annual Quantity Managed	_____
Annual Contract Dollar Amount	_____
Contract Start Date	_____
Contract Duration and Extension Terms	_____
Current Year of Service	_____

##### Description of Contract Services:

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

##### Vendor's Role and Other Team Members:

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

##### Annual Price History (\$/ton charged plus any surcharges):

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

##### Contract Compliance History (permit compliance, disputes, resolutions, performance guarantees):

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

##### Contact Information

Name, Title	_____
Address	_____
City, State, Zip	_____
Phone	_____
E-mail	_____

## Appendix D-4 Disposal Acceptance Facility Information and Pricing Form

### Town of Cromwell

CCSWA Municipality: Town of Cromwell

Vendor Name: \_\_\_\_\_

RFP # 2016-SWDS

#### Proposed Disposal Acceptance Facility

Facility Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permitted Capacity of MSW: \_\_\_\_\_

Copy of permit is  
attached. (check one) ☐ Yes ☐ No

Hours of Operation: \_\_\_\_\_

One-way roadway distance from Municipality Central Address: \_\_\_\_\_ miles

Estimated one-way drive time from Central Address: \_\_\_\_\_ minutes

Peak-Time Wait Time Per Truck: \_\_\_\_\_ minutes

#### Backup Disposal Facility for the Above Named Acceptance Facility

Facility Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permitted Capacity of MSW: \_\_\_\_\_

Copy of permit is  
attached. (check one) ☐ Yes ☐ No

One-way roadway distance from Municipality Central Address: \_\_\_\_\_ miles

Estimated one-way drive time from Central Address: \_\_\_\_\_ minutes

Peak-Time Wait Time Per Truck \_\_\_\_\_ minutes

**Appendix D-4 Disposal Acceptance Facility Information and Pricing Form**  
**Town of Cromwell**

**CCSWA Municipality:** Town of Cromwell

**Vendor Name:** \_\_\_\_\_

**RFP #** 2016-SWDS

**Price Proposal**

**For five (5) year term with up to two (2) one-year extensions:**

Proposed Cost per Ton for disposing of MSW for the  
contract term of July 1, 2017 through June 30, 2022: \_\_\_\_\_ \$/ton

If you are proposing a different price for bulky wastes delivered  
in separate truckloads, enter the incremental price decrease or  
increase for bulky items (may be positive or negative): \_\_\_\_\_ \$/ton

*Example: If you want to charge \$50 per ton for MSW and  
\$55 per ton for bulky wastes, enter "\$5.00" here. If you do not  
intend to charge different prices, enter "\$0.00" here.*

Check here to confirm that the prices shown above are all-  
inclusive, and that there are no surcharges in addition to the  
prices shown above. ☐ No surcharges

You may add a separate sheet if you are offering prices for disposal of other materials.

## Appendix D-5 Disposal Acceptance Facility Information and Pricing Form

### Town of Enfield

**CCSWA Municipality:** Town of Enfield

**Vendor Name:** \_\_\_\_\_

**RFP #** 2016-SWDS

#### Proposed Disposal Acceptance Facility

Facility Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permitted Capacity of MSW: \_\_\_\_\_

Copy of permit is  
attached. (check one) ☐ **Yes** ☐ **No**

Hours of Operation: \_\_\_\_\_

One-way roadway distance from Municipality Central Address: \_\_\_\_\_ miles

Estimated one-way drive time from Central Address: \_\_\_\_\_ minutes

Peak-Time Wait Time Per Truck: \_\_\_\_\_ minutes

#### Backup Disposal Facility for the Above Named Acceptance Facility

Facility Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permitted Capacity of MSW: \_\_\_\_\_

Copy of permit is  
attached. (check one) ☐ **Yes** ☐ **No**

One-way roadway distance from Municipality Central Address: \_\_\_\_\_ miles

Estimated one-way drive time from Central Address: \_\_\_\_\_ minutes

Peak-Time Wait Time Per Truck \_\_\_\_\_ minutes



**Appendix D-5 Disposal Acceptance Facility Information and Pricing Form**  
**Town of Enfield**

**CCSWA Municipality:** Town of Enfield

**Vendor Name:** \_\_\_\_\_

**RFP #** 2016-SWDS

**Price Proposal**

**For five (5) year term with up to two (2) one-year extensions:**

Proposed Cost per Ton for disposing of MSW for the  
contract term of July 1, 2017 through June 30, 2022: \_\_\_\_\_ \$/ton

If you are proposing a different price for bulky wastes delivered  
in separate truckloads, enter the incremental price decrease or  
increase for bulky items (may be positive or negative): \_\_\_\_\_ \$/ton

*Example: If you want to charge \$50 per ton for MSW and  
\$55 per ton for bulky wastes, enter "\$5.00" here. If you do not  
intend to charge different prices, enter "\$0.00" here.*

Check here to confirm that the prices shown above are all-  
inclusive, and that there are no surcharges in addition to the  
prices shown above. ☐ No surcharges

You may add a separate sheet if you are offering prices for disposal of other materials.

## Appendix D-6 Disposal Acceptance Facility Information and Pricing Form

### City of Hartford

**CCSWA Municipality:** City of Hartford

**Vendor Name:** \_\_\_\_\_

**RFP #** 2016-SWDS

#### Proposed Disposal Acceptance Facility

Facility Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permitted Capacity of MSW: \_\_\_\_\_

Copy of permit is  
attached. (check one) ☐ **Yes** ☐ **No**

Hours of Operation: \_\_\_\_\_

One-way roadway distance from Municipality Central Address: \_\_\_\_\_ miles

Estimated one-way drive time from Central Address: \_\_\_\_\_ minutes

Peak-Time Wait Time Per Truck: \_\_\_\_\_ minutes

#### Backup Disposal Facility for the Above Named Acceptance Facility

Facility Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permitted Capacity of MSW: \_\_\_\_\_

Copy of permit is  
attached. (check one) ☐ **Yes** ☐ **No**

One-way roadway distance from Municipality Central Address: \_\_\_\_\_ miles

Estimated one-way drive time from Central Address: \_\_\_\_\_ minutes

Peak-Time Wait Time Per Truck \_\_\_\_\_ minutes

**Appendix D-6 Disposal Acceptance Facility Information and Pricing Form**  
**City of Hartford**

**CCSWA Municipality:** City of Hartford

**Vendor Name:** \_\_\_\_\_

**RFP #** 2016-SWDS

**Price Proposal**

**For five (5) year term with up to two (2) one-year extensions:**

Proposed Cost per Ton for disposing of MSW for the  
contract term of July 1, 2017 through June 30, 2022: \_\_\_\_\_ \$/ton

If you are proposing a different price for bulky wastes delivered  
in separate truckloads, enter the incremental price decrease or  
increase for bulky items (may be positive or negative): \_\_\_\_\_ \$/ton

*Example: If you want to charge \$50 per ton for MSW and  
\$55 per ton for bulky wastes, enter "\$5.00" here. If you do not  
intend to charge different prices, enter "\$0.00" here.*

Check here to confirm that the prices shown above are all-  
inclusive, and that there are no surcharges in addition to the  
prices shown above. ☐ No surcharges

You may add a separate sheet if you are offering prices for disposal of other materials.

## Appendix D-7 Disposal Acceptance Facility Information and Pricing Form

### Town of Manchester

**CCSWA Municipality:** Town of Manchester

**Vendor Name:** \_\_\_\_\_

**RFP #** 2016-SWDS

#### Proposed Disposal Acceptance Facility

Facility Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permitted Capacity of MSW: \_\_\_\_\_

Copy of permit is  
attached. (check one) ☐ **Yes** ☐ **No**

Hours of Operation: \_\_\_\_\_

One-way roadway distance from Municipality Central Address: \_\_\_\_\_ miles

Estimated one-way drive time from Central Address: \_\_\_\_\_ minutes

Peak-Time Wait Time Per Truck: \_\_\_\_\_ minutes

#### Backup Disposal Facility for the Above Named Acceptance Facility

Facility Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permitted Capacity of MSW: \_\_\_\_\_

Copy of permit is  
attached. (check one) ☐ **Yes** ☐ **No**

One-way roadway distance from Municipality Central Address: \_\_\_\_\_ miles

Estimated one-way drive time from Central Address: \_\_\_\_\_ minutes

Peak-Time Wait Time Per Truck \_\_\_\_\_ minutes

**Appendix D-7 Disposal Acceptance Facility Information and Pricing Form**  
**Town of Manchester**

**CCSWA Municipality:** Town of Manchester

**Vendor Name:** \_\_\_\_\_

**RFP #** 2016-SWDS

**Price Proposal**

**For five (5) year term with up to two (2) one-year extensions:**

Proposed Cost per Ton for disposing of MSW for the  
contract term of July 1, 2017 through June 30, 2022: \_\_\_\_\_ \$/ton

If you are proposing a different price for bulky wastes delivered  
in separate truckloads, enter the incremental price decrease or  
increase for bulky items (may be positive or negative): \_\_\_\_\_ \$/ton

*Example: If you want to charge \$50 per ton for MSW and  
\$55 per ton for bulky wastes, enter "\$5.00" here. If you do not  
intend to charge different prices, enter "\$0.00" here.*

Check here to confirm that the prices shown above are all-  
inclusive, and that there are no surcharges in addition to the  
prices shown above. ☐ No surcharges

You may add a separate sheet if you are offering prices for disposal of other materials.

**Appendix D-8 Disposal Acceptance Facility Information and Pricing Form**

**Town of Simsbury**

**CCSWA Municipality:** Town of Simsbury

**Vendor Name:** \_\_\_\_\_

**RFP #** 2016-SWDS

**Proposed Disposal Acceptance Facility**

Facility Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permitted Capacity of MSW: \_\_\_\_\_

Copy of permit is  
attached. (check one)      ☐ **Yes**                      ☐ **No**

Hours of Operation: \_\_\_\_\_

One-way roadway distance from Municipality Central Address: \_\_\_\_\_ miles

Estimated one-way drive time from Central Address: \_\_\_\_\_ minutes

Peak-Time Wait Time Per Truck: \_\_\_\_\_ minutes

**Backup Disposal Facility for the Above Named Acceptance Facility**

Facility Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permitted Capacity of MSW: \_\_\_\_\_

Copy of permit is  
attached. (check one)      ☐ **Yes**                      ☐ **No**

One-way roadway distance from Municipality Central Address: \_\_\_\_\_ miles

Estimated one-way drive time from Central Address: \_\_\_\_\_ minutes

Peak-Time Wait Time Per Truck \_\_\_\_\_ minutes

**Appendix D-8 Disposal Acceptance Facility Information and Pricing Form**  
**Town of Simsbury**

**CCSWA Municipality:** Town of Simsbury

**Vendor Name:** \_\_\_\_\_

**RFP #** 2016-SWDS

**Price Proposal**

**For five (5) year term with up to two (2) one-year extensions:**

Proposed Cost per Ton for disposing of MSW for the  
contract term of January 1, 2018 through December 30, 2023: \_\_\_\_\_ \$/ton

If you are proposing a different price for bulky wastes delivered  
in separate truckloads, enter the incremental price decrease or  
increase for bulky items (may be positive or negative): \_\_\_\_\_ \$/ton

*Example: If you want to charge \$50 per ton for MSW and  
\$55 per ton for bulky wastes, enter "\$5.00" here. If you do not  
intend to charge different prices, enter "\$0.00" here.*

Check here to confirm that the prices shown above are all-  
inclusive, and that there are no surcharges in addition to the  
prices shown above.

☐ No surcharges

You may add a separate sheet if you are offering prices for disposal of other materials.

**Appendix D-9 Disposal Acceptance Facility Information and Pricing Form**  
**Town of South Windsor**

**CCSWA Municipality:** Town of South Windsor

**Vendor Name:** \_\_\_\_\_

**RFP #** 2016-SWDS

**Proposed Disposal Acceptance Facility**

Facility Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permitted Capacity of MSW: \_\_\_\_\_

Copy of permit is  
attached. (check one) ☐ **Yes** ☐ **No**

Hours of Operation: \_\_\_\_\_

One-way roadway distance from Municipality Central Address: \_\_\_\_\_ miles

Estimated one-way drive time from Central Address: \_\_\_\_\_ minutes

Peak-Time Wait Time Per Truck: \_\_\_\_\_ minutes

**Backup Disposal Facility for the Above Named Acceptance Facility**

Facility Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name, Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permitted Capacity of MSW: \_\_\_\_\_

Copy of permit is  
attached. (check one) ☐ **Yes** ☐ **No**

One-way roadway distance from Municipality Central Address: \_\_\_\_\_ miles

Estimated one-way drive time from Central Address: \_\_\_\_\_ minutes

Peak-Time Wait Time Per Truck: \_\_\_\_\_ minutes



**Appendix D-9 Disposal Acceptance Facility Information and Pricing Form**  
**Town of South Windsor**

**CCSWA Municipality:** Town of South Windsor

**Vendor Name:** \_\_\_\_\_

**RFP #** 2016-SWDS

**Price Proposal**

**For five (5) year term with up to two (2) one-year extensions:**

Proposed Cost per Ton for disposing of MSW for the  
contract term of November 13, 2017 through November 12, 2022: \_\_\_\_\_ \$/ton

If you are proposing a different price for bulky wastes delivered  
in separate truckloads, enter the incremental price decrease or  
increase for bulky items (may be positive or negative): \_\_\_\_\_ \$/ton

*Example: If you want to charge \$50 per ton for MSW and  
\$55 per ton for bulky wastes, enter "\$5.00" here. If you do not  
intend to charge different prices, enter "\$0.00" here.*

Check here to confirm that the prices shown above are all-  
inclusive, and that there are no surcharges in addition to the  
prices shown above.

☐ No surcharges

You may add a separate sheet if you are offering prices for disposal of other materials.

**APPENDIX D-10**  
**CENTRAL CONNECTICUT SOLID WASTE AUTHORITY**  
**REQUEST FOR PROPOSALS #2016-SWDS**

**SOLID WASTE DISPOSAL SERVICES**

**LEGAL STANDING CHECKLIST**

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Failure to Complete a Contract, Current Organization:</b> Has there been any contract for disposal services that was awarded in the last 10 years that failed to be completed? If yes, provide a description of the circumstances and the resolution of each situation.  <a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Criminal Conduct:</b> Has any officer or partner of your organization or person listed in previous sections ever been convicted of any criminal conduct or been found in violation of any state or local statute or regulations? If yes, state name of individual and reason thereof.  <a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Debarment.</b> Has your firm, or any officer or partner of your organization, or person listed in the previous sections, ever been barred from bidding on contracts in this or any other state under any state law or federal law? If yes, explain.  <a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Litigation:</b> Is there any current or pending litigation against the Vendor, or actions filed in the last 5 years? If yes, please attach a list of all such litigation.  <a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Bankruptcy Proceedings:</b> Have there been any bankruptcy filings or proceedings within the last five years? If yes, detail the circumstances and status of such filings.  <a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Regulatory and Environmental Compliance:</b> Have any of the Acceptance Facilities in this Proposal or any downstream facilities that would be receiving [ <i>wastes, recyclables, organics</i> ] from any of the Acceptance Facilities included in your Proposal received notice of regulatory or environmental non-compliance in the last five years? If yes, explain.  <a href="#">Click here to enter text.</a>

Yes      No

☐☐

**Conflict of Interest:**

Affirm, by checking, "Yes," that the Vendor has reviewed all of the engagements and pending engagements of the Vendor, and no potential exists for any conflict of interest or unfair advantage.

☐☐

**Unlawful Agents:**

Affirm, by checking, "Yes," that no person or selling agency has been employed or retained to solicit the award of an agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Vendor.

☐☐

**Non-Collusion:**

The Vendor certifies, by checking, "Yes," under penalties of perjury that the Proposal has been prepared and is submitted in good faith without collusion, fraud or any other action with any other person taken in restraint of free and open competition for the services contemplated by the RFP.

☐☐

**Affirmative Statement:**

Affirm, by checking, "Yes," that all information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the CCSWA and its Member Communities will rely on such information and statements in selecting the preferred Vendor for subsequent negotiations.

Choose to complete form by hand or electronically.

**By Hand**

1. Print out checklist
2. Check boxes by hand.
3. Scan and save the form as a .pdf and attach to Proposal.
4. If necessary, type explanations in a new file, clearly labeled "Legal Standing Checklist Explanations," and identify each explanation by the bolded category of the Legal Standing Checklist form. No hand-written explanations will be accepted.

**Electronically**

1. Open the form in MS Word 2010 or 2013.
2. Save the file. Your computer's default file type may be set to .dotm or dot. Please change the file type to .docx.
3. Click on the appropriate radio boxes. When a box is selected, an X will appear in the box.
4. If an explanation is required for any item, click anywhere within the box labeled with gray type, "Click here to enter text."
5. When the form is complete, save the file and include in your Proposal.

# **APPENDIX E**

## **INSURANCE REQUIREMENTS**

**APPENDIX E**

**CENTRAL CONNECTICUT SOLID WASTE AUTHORITY**  
**REQUEST FOR PROPOSALS #2016-SWDS**  
**SOLID WASTE DISPOSAL SERVICES**  
**VENDOR INSURANCE REQUIREMENTS**

At all times during the Term of this Agreement, Vendor shall, at its sole cost and expense, procure and maintain for the duration of this Agreement, and any extension thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder performed by Vendor, its agents, employees or Subcontractors, as follows:

- **Comprehensive General Liability** Including Contractual Liability, Products Completed Operations Insurance, as applicable, with limits not less than two million dollars (\$2,000,000) for all damages because of bodily injury sustained by each person as the result of any occurrence and two million dollars (\$2,000,000) bodily injury aggregate per policy year and limits of two million dollars (\$2,000,000) for all property damage sustained by each person as a result of any one occurrence and two million dollars (\$2,000,000) property damage aggregate per policy year or a combined single limit of two million dollars (\$2,000,000). All, if any, deductibles are the sole responsibility of the Contractor to pay and/or indemnify.
- **Automobile Liability Insurance** including non-owned and hired vehicles in the same limits as indicated above.
- **Workers' Compensation Insurance** at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.
- **Pollution Liability/Environmental Impairment Insurance** with limits up to \$2,000,000 aggregate limit.
- **Excess Insurance Coverage.** Vendor must secure a total umbrella insurance policy of not less than five million dollars (\$5,000,000).

The CCSWA and the Member Municipalities shall be named as an Additional Insured as its interest may appear on the appropriate coverage.

**Indemnification.** Vendor shall at all times defend, indemnify and save harmless the CCSWA and its Member Municipalities and their officers, officials, employees and volunteers from and against all claims, suits, actions, liability, loss, damages expense and costs, including attorney fees, arising directly or indirectly from any act or failure to act by Vendor, Vendor employees, officials and subcontractors which may occur during or which may arise out of the performance of this contract. This provision shall survive termination of this agreement.

**Waiver of Subrogation.** The Vendor shall require the carriers of required coverages to waive all rights of subrogation against the CCSWA and its Member Municipalities, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Vendor and Vendor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Vendor hereby waives all rights of subrogation against the CCSWA and its Member Municipalities.