



DEPARTMENT OF FINANCE  
OFFICE OF PURCHASING

September 17, 2014

REQUEST FOR PROPOSALS – HOUSEHOLD HAZARDOUS WASTE COLLECTION		
<b>BID NUMBER</b>	<b>3481</b>	<b>Document length - 50 pages</b>
<b>DUE DATE</b>	<b>2:00 PM</b>	<b>OCTOBER 15, 2014</b>

Dear Sir/Madam: The attached request for proposals is a joint effort of eight (8) Southwestern Fairfield County communities: Darien, Greenwich, New Canaan, Norwalk, Stamford, Weston, Westport and Wilton (the TOWNS) seek proposals to collect household hazardous waste generated only by residential sources. Proposers should note that results of this solicitation will be used to set up one-day collection events for each of the TOWNS and that residents of any of the TOWNS may participate in the events of any of the other of the TOWNS. The TOWNS have executed an Inter-Municipal Agreement which is included at Attachment 1. The City of Norwalk is acting as agent for the TOWNS.

Services shall commence on January 1, 2015 and terminate on December 31, 2017 (the base period). It is intended that two one-year option periods would also be available.

RFP DOCUMENTS are available upon receipt of this invitation over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided on the internet bid page.

All questions regarding this Request For Proposal (RFP) must be directed in writing to, **Gerald J. Foley, Purchasing Agent**, via e-mail or fax number (203) 854-7817. The deadline for submission of questions is 2:00pm, Wednesday, October 1, 2014.

Businesses, without fax or Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

We would appreciate the courtesy of promptly advising us if you do not intend to respond. To properly maintain our records those firms who do not respond may be removed from our vendor records. If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Sincerely,

Gerald J. Foley  
Purchasing Agent  
Phone # (203) 854-7712,  
Fax # (203) 854-7817,  
E-Mail [gfoley@norwalkct.org](mailto:gfoley@norwalkct.org)

## SECTION 1 - RESPONSE FORMS

### SPECIAL NOTES ON RESPONDING

**ADDENDA** information is available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. **We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.**

**SUMMARIES** will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org> . The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

**AWARD NOTIFICATION** will be issued by mail.

**BUSINESSES WITHOUT FAX EQUIPMENT** or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

**PROPOSAL SUBMISSIONS** are to be delivered One (1) original plus ten (10) copies to

City of Norwalk, Norwalk City Hall  
Purchasing Department, Room 103,  
125 East Avenue, P.O. Box 5125,  
Norwalk, Connecticut 06856-5125

# 1.0 RESPONSE FORM - HOUSEHOLD HAZARDOUS WASTE COLLECTION

<b>Vendor Name -</b>		
<b>Address -</b>		
<b>Phone -</b>	<b>Fax -</b>	<b>Email -</b>
<b>Manager -</b>		<b>Fed ID#</b>

The undersigned hereby declares that he/she or they are thoroughly familiar with the specifications, the various sites, the various Municipalities' requirements, and the objectives for each element of the project item or service and understand that in signing this bid all right to plead any misunderstanding regarding the same is waived. The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the various Municipalities.

## PRICING FOR ALL COMMUNITIES

		Household	Half Household
<b>Base Period</b>	Calendar Year 2015		
	Calendar Year 2016		
	Calendar Year 2017		

<b>Option 1</b>	Calendar Year 2018		
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<b>Option 2</b>	Calendar Year 2019		
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Note 1: Enter pricing in numerical dollars and cents (i.e., \$00.00)

Note 2: "Household" equals fifteen (15) gallons or twenty (20) pounds.

Note 3: "Half Household" equals seven (7) gallons or ten (10) pounds.

Signature of Authorized Official	
Typed Name	
Title of Authorized Official	
Date	

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

**Vendor Name -**

**1.1 PROPOSER BACKGROUND INFORMATION**

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

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

**Vendor Name -**

<p>4 Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p>		
<p>5 Has the Proposer been cited for three or more willful or serious violations of any occupational safety and health act?</p> <p><i>If you answered "Yes" to Question 5, on a separate sheet of paper state the following: date and nature of the violation(s) for which cited, citing agency, penalty assessed.</i></p>		
<p>6 Has the Proposer received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the Request for Proposals?</p> <p><i>If you answered "Yes" to Question 6, on a separate sheet of paper state the following: date of conviction(s), offense(s) for which convicted, name(s) of those convicted and sentences.</i></p>		
<p>7 Has the Proposer been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the Request for Proposals?</p> <p><i>If you answered "Yes" to Question 7, on a separate sheet of paper state the following: date and nature of the violation(s) for which cited and penalty assessed.</i></p>		

Vendor Name -

**1.2 NON-COLLUSION CERTIFICATE**

**NON-COLLUSION CERTIFICATE**

**Darien, Greenwich, New Canaan, Norwalk, Stamford, Weston, Westport and Wilton  
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

(This CERTIFICATION is to be signed by an authorized officer of the Proposer.)

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

1. The prices in the proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
2. Unless otherwise required by law, the prices that have been quoted in this proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to "opening" to any other person or company;
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
4. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham bid;
5. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer for this service or over the TOWNS; and
6. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Proposer as well as to the person signing on its behalf.

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_ being fully sworn, deposes and says that he/she is the

\_\_\_\_\_ of \_\_\_\_\_,

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

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

Vendor Name -

**1.3 WAIVER OF DAMAGES FORM**

**WAIVER OF DAMAGES FORM**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

The Proposer and all its affiliates and subsidiaries understand that by submitting a proposal, the Proposer is acting at its and their own risk and the Proposer does for itself and all its affiliates and subsidiaries hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

- (1) Any action or inaction on the part of the TOWNS or any of their officials, employees or authorized agents concerning the evaluation and selection of proposals by the TOWNS or any of their officials, employees or authorized agents;
- (2) Any agreement(s) entered into for the services described in the RFP; and/or
- (3) Any award or non-award of a contract, pursuant to such RFP.

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

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

Typed Name of Official: \_\_\_\_\_

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

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

- End of Section -

## **SECTION 2.0**

### **2.1 PROPOSAL SUMMARY**

#### **2.1.A Service Requirements**

The municipalities of Darien, Greenwich, New Canaan, Norwalk, Stamford, Weston, Westport and Wilton (the TOWNS) seek proposals to collect household hazardous waste generated only by residential sources. Proposers should note that results of this solicitation will be used to set up one-day collection events for each of the TOWNS and that residents of any of the TOWNS may participate in the events of any of the other of the TOWNS. The TOWNS have executed an Inter-Municipal Agreement which is included at Attachment 1. The City of Norwalk is acting as agent for the TOWNS.

#### **2.1.B. Term**

Services shall commence on January 1, 2015 and terminate on December 31, 2015 (the base period). It is intended that two one-year option periods would also be available.

#### **2.1.C Proposal Requirements**

Sealed proposals will be received until the time, date and location noted on the invitation page of this RFP. Following this proposal submission deadline, all proposals shall be opened by the City of Norwalk and the results shared with representatives of each of the TOWNS.

The successful proposer (CONTRACTOR) shall, at its sole cost and expense, furnish all equipment, labor and materials necessary to perform the Services described in this RFP and to execute a contract with each of the TOWNS. Performance security is required.

### **2.2 - GENERAL PROJECT DESCRIPTION**

#### **2.2.1 General Service Requirements**

During the term of the contracts, each of the TOWNS will conduct one (1) household hazardous waste collection event during each calendar year. Each will be a single-day event, conducted on a Saturday at a location designated by each of the TOWNS. Events will generally be conducted between the hours of 8:00 AM and 3:00 PM. Each TOWN will coordinate the hours of its event with the CONTRACTOR and advertise the hours at its website and through other media. Residents from any of the TOWNS may participate in the collection event of any other of the TOWNS.

The CONTRACTOR will be required to obtain all regulatory permits or authorizations required to conduct the household hazardous waste collection programs. Under this RFP, the TOWNS will accept household hazardous waste generated only from residential sources. Notwithstanding the foregoing, the CONTRACTOR will be required to operate each used household hazardous waste collection event in accordance with the standards/statutes for large quantity handlers of universal waste found at 40 CFR 273.30 through 273.40 (Subpart C - Standards for Large Quantity Handlers of Universal Waste), as well as the Regulations of Connecticut State Agencies ("RCSA") 22a-449(c)-113(d)(1)(A) through (E). Any used household hazardous wastes that are generated from municipal sources shall be managed in accordance with all applicable sections of RCSA 22a-449(c)-113, Standards for Universal Waste Management.

The CONTRACTOR will be required to send bills to each TOWN individually for their residents, who participate in each of the events ten (10) business days following each household hazardous waste collection event. Refer to Attachment 7 for Household Collection Day Billing Information.

## **2.2.2 Program Schedule**

The schedule of collection events for the first calendar year of the base period is provided in Attachment 4. Schedules for succeeding years shall be established and coordinated with the CONTRACTOR prior to March 31 of each calendar year.

## **2.2.3 Program Details**

The household hazardous waste accepted for collection shall be generated only by residential sources, and shall include, but not be limited to, items listed in Attachment 5. Whether other types of household hazardous waste are included will be determined on the basis of negotiations between the TOWN and the vendor. At least one (1) TOWN (Darien) will desire to collect latex paint and at least one (1) TOWN (Norwalk) will not collect batteries and motor oils since it provides for normal collection of these materials at its transfer station.

## **2.2.4 Pricing**

Pricing shall be based on the quantity (volume) of materials delivered by each resident vehicle during the collection event. "Household" shall be equivalent to fifteen (15) gallons or twenty (20) pounds. "Half Household" shall be equivalent to seven (7) gallons or ten (10) pounds. Pricing response forms are located in section 1 – Response Forms, item # 1.0.

## **2.3 CONTRACTOR RESPONSIBILITIES**

### **2.3.1 Description of Services**

The CONTRACTOR shall be responsible for performing all the services in accordance with the terms of agreement of each of the TOWNS. The CONTRACTOR shall, at its sole cost and expense, be solely responsible for providing all personnel, labor and all equipment or materials necessary to perform the services. The requisite Services are more particularly described in Attachment #2.

The CONTRACTOR shall:

- Organize and supervise one-day household hazardous waste collection events at eight (8) locations on eight (8) separate dates during each calendar year.
- Provide all containers and other equipment needed to achieve the safe collection, storage and removal of acceptable household hazardous waste.
- Provide qualified individuals trained to oversee and supervise one-day collection programs including providing an employee or agent of the CONTRACTOR trained and properly certified in the identification and handling of all hazardous and acutely hazardous waste as defined by Federal, State, and local laws, rules, regulations and ordinances. The CONTRACTOR must provide the services in a manner convenient to participants and with as little delay as reasonably possible.
- Maintain records on a product basis, using a universally accepted computerized database compatible with most systems.
- Provide all required reporting to the State of Connecticut Department of Environmental Protection (DEP) (and to similar agencies of any other States as required) and the Environmental Protection Agency (EPA), and shall assume responsibility for continuing compliance with all Federal, State and local health, safety and environmental laws, rules, regulations and ordinances.
- Maintain each site in a clean and safe manner and coordinate any spill control measures that may be required in accordance with all relevant laws, rules, regulations and ordinances.

- In conjunction with the host community coordinator, verify and record all participants' eligibility and submit this record to the TOWNS with the CONTRACTOR's invoice within ten (10) business days following each event. Only residents of the TOWNS may participate. If the CONTRACTOR allows any entity to participate who does not reside within the TOWNS, then the CONTRACTOR shall bear all cost associated with that waste and shall not charge any of the TOWNS for such waste.

### **2.3.2 Term of Service**

Services shall commence on January 1, 2015 and terminate on December 31, 2017 (the base period). It is intended that two one-year option periods will also be offered.

### **2.3.3 Contract Requirements**

The CONTRACTOR shall be required to execute a contract with each TOWN. The form of the Norwalk contract is outlined in Attachment #6. It is anticipated that the form of contract with the other TOWNS will be similar.

### **2.3.4 Insurance**

Insurance requirements are outlined in Attachment #6. CONTRACTOR will be required to provide each TOWN with a Certificate of Insurance, with the TOWN named as an additional insured, prior to the date of its event.

### **2.3.5 Performance Security**

The TOWNS shall require performance security as follows:

- Darien - \$30,000 performance bond
- Greenwich - \$15,000 performance bond
- New Canaan - \$20,000 performance bond
- Norwalk - \$15,000 performance bond
- Stamford – no performance bond required
- Weston - no performance bond required
- Westport - \$15,000 performance bond
- Wilton - \$25,000 performance bond

Each Proposer shall submit documentation certifying that if such Proposer is successful, the bond shall be issued and maintained for the term(s) of the agreement(s).

### **2.3.6 Receiving Facilities**

The CONTRACTOR shall be required to obtain copies of applicable environmental operating permits from the owner/operator of all facilities that are to receive the household hazardous waste (Receiving Facilities) collected by the CONTRACTOR under this RFP and subsequent agreement(s). The CONTRACTOR shall arrange the collection sites directly with the TOWNS. Prior to any deliveries of the household hazardous waste to any Receiving Facilities, the CONTRACTOR shall forward copies of all permits of all Receiving Facilities to the TOWNS. When renewing or entering into new contractual arrangements with the owner/operator of any of the Receiving Facilities, the CONTRACTOR shall obtain copies of the applicable environmental permits from the owner/operator of said Receiving Facilities prior to any deliveries of household hazardous waste, and, upon its receipt, the CONTRACTOR shall forward copies of all foregoing permits to the TOWNS. The TOWNS reserve the right to prohibit the CONTRACTOR from delivering household hazardous waste to any Receiving Facilities that are deemed unsuitable in accordance with all federal, state, and/or local laws or regulations.

## **2.4 TOWN RESPONSIBILITIES**

### **2.4.1 Access to Facilities**

The TOWNS shall provide the CONTRACTOR with reasonable and necessary access to the Towns' transfer stations, facilities, recycling facilities (collectively, the "Facilities") and any other of the TOWNS' real properties or non-TOWN real properties that CONTRACTOR needs access to in order to perform the Services.

### **2.4.2 Payment**

The first business day following a collection event, the host TOWN will forward to the CONTRACTOR a completed HHW Record Form. The CONTRACTOR shall use that record to invoice the participating TOWNS. CONTRACTOR shall not be compensated for any time spent preparing any billing documentation or related materials.

If the TOWNS determine that the services for which CONTRACTOR is requesting payment have been properly performed and completed in conformance with the standards, the CONTRACTOR is not in default hereunder, the TOWNS do not dispute the amounts of the payment requested and the bill contains all of the information required hereunder, then the TOWNS shall pay the amounts requested within thirty (30) calendar days after receipt of such bill. If, however, (i) the TOWNS determine that any of the services for which the CONTRACTOR has requested payment is not in conformance with standards, (ii) such bill does not contain all the requisite information, or (iii) the CONTRACTOR is in default hereunder, then the TOWNS may withhold all or a portion of the payment requested by the CONTRACTOR, and CONTRACTOR shall immediately take, at CONTRACTOR's sole cost and expense, all action necessary to render such services and/or bill in conformance with the standards, or to cure such default. The TOWNS shall have no obligation to pay for any services that have not been performed and/or completed in conformance with the standards, and the TOWNS shall have no obligation to pay CONTRACTOR any amount due CONTRACTOR if CONTRACTOR is in default hereunder. If the TOWNS dispute the amount in any written request for payment submitted by the CONTRACTOR, the TOWNS shall have the right to withhold the disputed amount until the dispute is settled.

### **2.4.3 Program Coordination**

The CONTRACTOR will coordinate scheduled collection events directly with each of the TOWNS. The TOWNS make no guarantees on the amount of household hazardous waste that will be collected through this collection program.

### **2.4.4 Promotional Support**

The TOWNS will work together to provide promotional support for household hazardous waste collection events that result from this bid solicitation, including news releases, advertising, municipal websites and direct contact with municipal and regional recycling contacts.

## **2.5 - PROPOSAL INSTRUCTIONS**

### **2.5.1 General Information and Requirements for Proposal Submission**

The City of Norwalk reserves the right, at its sole and absolute discretion, to extend any of the actual or proposed dates outlined below, and further reserves the right to reject any and all submissions and republish this RFP.

### **2.5.2 Pre-submission Proposal Inquiries**

Only written questions will be accepted regarding this RFP. Written questions must be received on or before the time and date noted on the invitation sheet of this RFP document. Responses to the written questions received will be in writing and sent to all proposers.

Oral and all other written responses, interpretations and clarifications shall not be legally effective or binding. Any Proposer who attempts to use or uses any means or method other than those set forth above, to communicate with the TOWNS, or any official, employee or agent thereof, regarding this RFP shall be subject to disqualification.

### **2.5.3 Proposal Submission Deadline and Requirements**

All proposals must be received on or before the time and date noted on the invitation sheet of this RFP. Proposers may hand-deliver their proposals, fax their proposals to (203)854-7817 or email their proposals to [gfoley@norwalkct.org](mailto:gfoley@norwalkct.org)

Each Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and the TOWNS shall have no responsibility or liability whatsoever for any such costs and expenses. Neither the TOWNS nor any of their officials, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, the proposer expressly waives: (i) any claim(s) for such costs and expenses, and (ii) any such claims or damages.

### **2.5.4 Number of Proposal Copies**

Each Proposer shall submit one (1) original and ten (10) copies of its proposal. Proposals that are faxed or emailed must be followed up by hard copy with original signatures within one (1) business day.

### **2.5.5 Acceptance of Proposals**

All proposals shall remain subject to acceptance for one hundred twenty (120) days after the deadline date for proposal submission.

### **2.5.6 Disclosure of Information**

Proposers are hereby advised that any information contained in or submitted with or in connection with their respective proposals is subject to disclosure if required by law or otherwise. By submitting a proposal, each proposer expressly waives any claim(s) that such proposer or any of its successors and/or assigns has or may have against the TOWNS or any of their officials, employees or authorized agents as a result of any such disclosure.

### **2.5.7 Evaluation Criteria**

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

## 2.5.8 Additional Rights of the TOWNS

In addition to the other rights in this RFP, the TOWNS reserve, hold and may exercise at their sole discretion, the following rights and options:

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

## 2.5.9 Proposer's Representations

Each Proposer submitting a proposal represents that:

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

## 2.5.10 Sales and Use Taxes

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

## 2.5.11 Proposal Format and Content

Proposals shall be organized and contain the following items (in order):

Letter of Transmittal - Signed by an officer of the Proposer authorized to commit the company to carry out the proposed services in accordance with the requirements of the RFP and the proposal. The letter must state that all information contained in the proposal is true and accurate.

Tab 1 - Pricing Form - Each Proposer shall complete and submit Pricing Form (Refer to section 1 – Response Forms, item # 1.0) to this RFP which details the Proposer's proposal costs. The TOWNS reserve the right to negotiate with Proposer over Proposer's prices.

Tab 2 – Plan for Providing Service – A brief and general description of how services will be provided. This description must include: number and type of staff to be provided to each event; hazardous materials, in addition to those listed in Attachment 5, that the Proposer offers to collect; equipment, in addition to that listed in Attachment 2, that Proposer intends to use; the plan for Site set-up and handling and storing

household hazardous waste to be collected; a description of all safety materials to be provided to personnel for the safe handling and storing of household hazardous waste until removed by Proposer; the plan for the proper handling, removal and disposal of household hazardous wastes that would be collected from the collection program. Descriptions no longer than three (3) pages will be appreciated.

Tab 3 - Company Background - Each Proposer shall complete and submit Proposer's Background Questionnaire (Refer to section 1 – Response Forms, item # 1.1).

Tab 4 - Security Commitment - Each Proposer shall submit with its proposal a letter from a qualified financial institution committing to the issuance of the required performance security.

Tab 5 - Non-collusion Certification - Each Proposer shall execute and submit a Non-Collusion Certificate (Refer to section 1 – Response Forms, item # 1.2).

Tab 6 - Waiver of Damages Form - Each Proposer shall execute and submit a Waiver of Damages Form (Refer to section 1 – Response Forms, item # 1.3).

- End of Section -

## Exhibit Materials

Attachment 1 – Inter-Community Agreement

Attachment 2 – Scope of Services

Attachment 3 – Household Hazardous Waste Collection Event Form

Attachment 4 - First year Schedule of Household Hazardous Waste Collection Days

Attachment 5 – Acceptable Household Hazardous Waste

Attachment 6 – Norwalk Form of Contract

Attachment 7 - Household Hazardous Waste (HHW) Collection Day Billing Information

**Attachment 1**

Inter-Community Agreement

*Please note that page numbering of this section is not sequential to other pages in this document*

INTER-COMMUNITY AGREEMENT

FOR

COOPERATION IN THE CONDUCT OF HOUSEHOLD HAZARDOUS WASTE  
COLLECTION DAYS

BY AND AMONG

THE CITIES OF NORWALK AND STAMFORD AND THE TOWNS OF DARIEN,  
GREENWICH, NEW CANAAN, WESTON, WESTPORT AND WILTON

April 2009

## INTER-COMMUNITY AGREEMENT

This INTER-COMMUNITY AGREEMENT, dated as of May 11, 2009, by and among the cities of Norwalk and Stamford and the towns of Darien, Greenwich, New Canaan, Weston, Westport and Wilton, all municipal corporations organized and existing under the laws of the State of Connecticut, hereafter referred to as the "HHW Cooperating Communities;"

### WITNESSETH:

WHEREAS, each of the HHW Cooperating Communities intends to continue conducting Household Hazardous Waste (HHW) collection days for its residents; and,

WHEREAS, each of the HHW Cooperating Communities sees value in its residents having the opportunity to participate in the HHW collection day of another HHW Cooperating Community; and,

WHEREAS, the HHW Cooperating Communities desire to enter into this Agreement to allow residents of any HHW Cooperating Community to participate in the HHW Collection Day of any other HHW Cooperating Community;

NOW, THEREFORE, in consideration of the respective representations, and the mutual agreements and undertakings hereinafter contained, the HHW Cooperating Communities, intending to be legally bound, hereby agree as follows:

#### A. DEFINITIONS

1. "Acceptable Household Hazardous Waste" means those items/materials that the contractor will collect and includes, but is not limited to the items delineated at Exhibit A.
2. "Agreement" means the Inter-Community Agreement as herein follows.
3. "HHW Cooperating Community" means each of the municipalities party to this Agreement.
4. "Host Community" means the community in which a HHW Collection Day is being conducted.

#### B. TERM

1. Subject to the terms of paragraph B.2., this agreement shall remain in effect until terminated by mutual agreement of the HHW Cooperating Communities.

2. A HHW Cooperating Community may withdraw from this Agreement following notice sixty (60) days prior to the start of the calendar year in which it no longer desires to be a party to the Agreement.

#### C. SCHEDULES

1. Schedule for the first year is at Exhibit B.
2. Succeeding year schedules shall be coordinated and agreed prior to the end of February for each calendar year.

#### D. OPERATING PROCEDURES

1. Each community will execute its own agreement with the HHW collection contractor.
2. Each community shall advertise to its residents the fact of this Agreement and include in its promotional materials the date, time and location of the HHW events of each of the other communities.
3. Each community shall recommend to residents considering attendance at the event of another community that they contact that community to learn of any prohibited items.
4. The Host Community shall provide all necessary staffing and logistical support for the HHW Collection Day conducted within its jurisdiction.
5. The Cooperating Communities agree to use the HHW Record Form at Exhibit C.
6. The first business day following the conduct of an HHW Collection event, the Host Community shall forward to the contractor and each of the other Cooperating Communities a completed HHW Record Form reflecting the participation of all communities.
7. The Cooperating Communities understand and accept that the contractor will invoice them directly for participation by their residents in the HHW Collection Day of another of the Cooperating Communities.
8. The Cooperating Communities agree to pay the contractor timely.
9. Should there be a question regarding level of participation, the questioning community will follow up with the Host Community immediately on receipt of the completed Record Form.

## EXHIBIT A

### Acceptable Household Hazardous Waste

1. Aerosol cans (not empty)
2. Ammonia
3. Antifreeze
4. Arts and crafts supplies
5. Batteries
6. Bleaches
7. Brake fluid
8. Cesspool cleaners
9. Creosote
10. Drain cleaners and openers
11. Dry cleaning fluids
12. Engine and radiator flushes and cleaners
13. Floor cleaners
14. Fluorescent light bulbs
15. Herbicides
16. Household fire extinguishers
17. Insect sprays
18. Mercury thermometers
19. Metal polish
20. Moth balls
21. Muriatic acid
22. Old chemistry sets
23. Oil based paints and primers
24. Oven cleaners
25. Paint thinners
26. Pesticides
27. Photo chemicals
28. Pool chemicals
29. Propane tanks
30. Rodent killers
31. Rust preventatives
32. Sealants
33. Solvents
34. Transmission fluid
35. Used and unused motor oils
36. Wood preservatives
37. Wood strippers

## EXHIBIT B

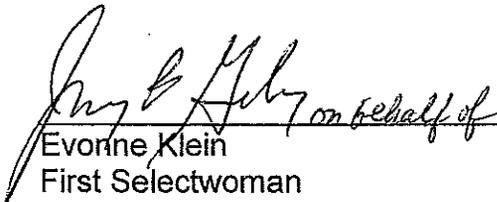
### First Year Schedule of Household hazardous Waste Collection Days (Calendar year 2009)

<u>Community</u>	<u>Date</u>	<u>Times</u>	<u>Location</u>
<b>Darien</b>	June 6	9:00AM-1:00PM	Noroton Heights RR Station (south side parking lot) Hollow Tree Ridge Road
<b>Greenwich</b>	May 9	9:00AM-2:00PM	Greenwich High School 25 Hillside Road
<b>New Canaan</b>	October 17	8:00AM-2:00PM	Wastewater Treatment Plant 394 Main Street
<b>Norwalk</b>	September 12	8:00AM-2:00PM	Norwalk High School 23 Calvin Murphy Drive
<b>Stamford</b>	July 11	9:00AM-2:00PM	Scalzi Park Bridge Street
<b>Westport</b>	October 3	9:00AM-2:00PM	Yard Waste Site 180 Bayberry Lane
<b>Weston</b>	April 25	8:30AM-12:30PM	Public Works Facility 78 Old Hyde Road
<b>Wilton</b>	October 31	9:00AM-3:00PM	Miller/Driscoll School 214 Wolfpit Road

**EXHIBIT C**  
**HHW Record Form**

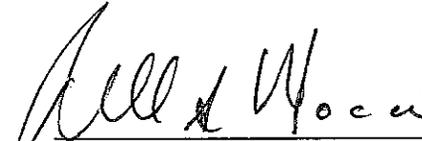


IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement by causing its name to be hereunto subscribed by its Chief Elected Official.

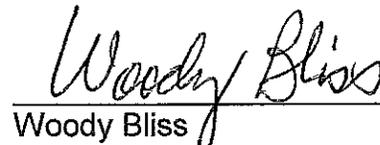
  
Evonne Klein  
First Selectwoman  
Town of Darien

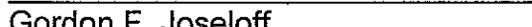
  
Peter Tesei  
First Selectman  
Town of Greenwich

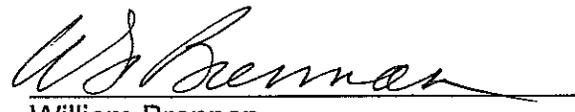
  
Jeb Walker  
First Selectman  
Town of New Canaan

  
Richard A. Moccia  
Mayor  
City of Norwalk

  
Dannel Malloy  
Mayor  
City of Stamford

  
Woody Bliss  
First Selectman  
Town of Weston

  
Gordon F. Joseloff  
First Selectman  
Town of Westport

  
William Brennan  
First Selectman  
Town of Wilton

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement by causing its name to be hereunto subscribed by its Chief Elected Official.

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Evonne Klein  
First Selectwoman  
Town of Darien

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Peter Tesei  
First Selectman  
Town of Greenwich

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Jeb Walker  
First Selectman  
Town of New Canaan

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Richard A. Moccia  
Mayor  
City of Norwalk

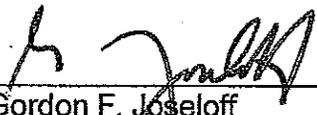
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Dannel Malloy  
Mayor  
City of Stamford

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Woody Bliss  
First Selectman  
Town of Weston

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Gordon F. Joseloff  
First Selectman  
Town of Westport

---

William Brennan  
First Selectman  
Town of Wilton

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement by causing its name to be hereunto subscribed by its Chief Elected Official.

\_\_\_\_\_  
Evonne Klein  
First Selectwoman  
Town of Darien

\_\_\_\_\_  
Peter Tesei  
First Selectman  
Town of Greenwich

\_\_\_\_\_  
Jeb Walker  
First Selectman  
Town of New Canaan

\_\_\_\_\_  
Richard A. Moccia  
Mayor  
City of Norwalk

 \_\_\_\_\_  
Dannel Malloy  
Mayor  
City of Stamford

\_\_\_\_\_  
Woody Bliss  
First Selectman  
Town of Weston

\_\_\_\_\_  
Gordon F. Joseloff  
First Selectman  
Town of Westport

\_\_\_\_\_  
William Brennan  
First Selectman  
Town of Wilton

Approved as to Form  
Corporation Counsel  
By RL  
Date 4-7-07

## Attachment 2

### **SCOPE OF SERVICES**

At the direction of the TOWNS, the CONTRACTOR must organize and supervise one-day household hazardous waste collection events at eight (8) specified sites (one in each TOWN) on eight (8) separate dates during each calendar year of the contract(s). Events will be conducted from April through October. The schedule for the first year of the base period is at Attachment 3. Schedules for succeeding years shall be established prior to March 31 of each calendar year.

Prior to the first collection day, CONTRACTOR shall prepare and submit all applicable Federal, State and local permits and provide proof of same to the City of Norwalk.

On each collection day, CONTRACTOR shall collect household hazardous waste generated only by residential sources from within the TOWNS. CONTRACTOR shall remove the hazardous waste materials from each attending vehicle. After identification of the materials, CONTRACTOR shall collect, segregate, consolidate and lab pack all hazardous waste materials prior to labeling. At each event CONTRACTOR must provide equipment needed for the temporary storage and transport of collected household hazardous waste to include pallets, pallet jack, Gaylord boxes, tractor trailer with lift gate, covered back-up truck or roll-off containers, shrink wrap/sealing tape, traffic cones and other equipment as may be desirable. CONTRACTOR shall use its best efforts to maximize the reduction and recycling of all wastes. CONTRACTOR shall consolidate all hazardous waste materials to the maximum extent possible consistent with personal and public safety and cost-effective management, and, at the end of each collection day, shall remove such hazardous waste materials from each site and shall transport such wastes to the CONTRACTOR's Treatment Storage or Disposal Facility (TSDF) or other approved facility as listed on CONTRACTOR's proposal in compliance with all applicable Federal, State and local laws, regulations, rules and orders, including requirements for manifesting, packaging, labeling, marking, and placarding. Hazardous waste materials not consolidated to maximum extent possible at the sites shall be removed from each site and transported to the TSDF. CONTRACTOR expressly agrees that all Wastes shall be transported to a properly licensed facility listed in CONTRACTOR's proposal for legal and proper storage, treatment, and/or disposal in full compliance with all applicable Federal, State and local laws, rules, regulations and ordinances. Wastes may be disposed of at equivalent disposal facilities not listed on CONTRACTORs proposal only upon written notification to the TOWNS and approval of such alternative site. CONTRACTOR shall keep detailed records of all waste delivered to each facility. CONTRACTOR shall insure that any companies used for the transportation of hazardous waste are licensed and are fully insured to transport such waste. In addition, CONTRACTOR shall employ all other reasonable treatment, recycling or disposal alternatives before permitting land disposal of any hazardous waste materials and, in the event any hazardous wastes are landfilled, CONTRACTOR shall certify in writing to the TOWNS that no other reasonable alternatives were available.

CONTRACTOR shall assume "generator" status, from the point hazardous waste is accepted, as such is defined in relevant Federal, State and local laws, rules, regulations and ordinances, including, but not limited to, 40 CFR Part 261 and RCRA 22a-449(c)-102. CONTRACTOR certifies that on each collection day it shall have a valid EPA identification number for generation, transportation, and storage of hazardous wastes and acutely hazardous wastes. Title to all wastes accepted by CONTRACTOR at each site shall pass to CONTRACTOR at the time of its acceptance. Hazardous materials to be collected are reflected at Attachment 5.

CONTRACTOR shall provide technical assistance to the TOWNS by providing any reasonable requested information in developing public education programs and in carrying out other tasks associated with hazardous waste collections. CONTRACTOR agrees, upon request, to conduct a meeting with each host community's officials at a time mutually agreeable to CONTRACTOR and

such officials to discuss site-specific safety and logistical concerns prior to each collection.

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

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

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

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

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

The TOWNS will control traffic into and out of the sites. The CONTRACTOR shall provide personnel, as needed, for traffic control within the site to screen out unauthorized participants (non-residential generators and residents from non-member municipalities) and to record survey information from residents participating in the program. In conjunction with the host community coordinator, the CONTRACTOR must verify and record all participants' origin to confirm eligibility and submit this record to the host community with CONTRACTOR's invoice. Only residents from the TOWNS may participate. If the CONTRACTOR allows any entity to participate which does not reside within one of the TOWNS, then the CONTRACTOR shall bear all cost associated with that waste and shall not charge the TOWNS for such waste.

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

CONTRACTOR shall send bills to each TOWN individually for their residents, who participate in each of the events within ten (10) business days following each household hazardous waste collection event.

Within thirty (30) of days the completion of the final collection event each calendar year CONTRACTOR must provide an itemization of all household hazardous waste collected during the year and identify their disposal sites. The report will be submitted to the City of Norwalk's Waste Programs Manager.

**Attachment 3**

**HHW Record Form**



#### **Attachment 4**

### **First Year Schedule of Household Hazardous Waste Collection Days**

Calendar Year 2015

<u>Community</u>	<u>Date</u>	<u>Times</u>	<u>Location</u>
<b>Darien</b>	June 6	9:00AM-1:00PM	Noroton Heights RR Station (south side parking lot) Hollow Tree Ridge Road
<b>Greenwich</b>	May 16	9:00AM-2:00PM	Greenwich Town Hall 101 Field Point Road
<b>New Canaan</b>	September 19	8:00 AM-2:00PM	Wastewater Treatment Plant 394 Main Street
<b>Norwalk</b>	September 12	8:00AM-2:00PM	Norwalk High School 23 Calvin Murphy Drive
<b>Stamford</b>	July 18	9:00AM-2:00PM	Rippowam School 381 High Ridge Road
<b>Weston</b>	April 25	8:30AM-12:30PM	Public Works Facility 78 Old Hyde Road
<b>Westport</b>	October 3	9:00AM-2:00PM	Yard Waste Site 180 Bayberry Lane
<b>Wilton</b>	October 31	9:00AM-3:00PM	Miller/Driscoll School 214 Wolfpit Road

## **Attachment 5**

### **Acceptable Household Hazardous Waste**

1. Aerosol cans (not empty)
2. Ammonia
3. Antifreeze
4. Arts and crafts supplies
5. Batteries
6. Bleaches
7. Brake fluid
8. Cesspool cleaners
9. Creosote
10. Drain cleaners and openers
11. Dry cleaning fluids
12. Engine and radiator flushes and cleaners
13. Floor cleaners
14. Fluorescent light bulbs
15. Herbicides
16. Household fire extinguishers
17. Insect sprays
18. Mercury thermometers
19. Metal polish
20. Moth balls
21. Muriatic acid
22. Old chemistry sets
23. Old Gasoline
24. Oil based paints and primers
25. Oven cleaners
26. Paint thinners
27. Pesticides
28. Photo chemicals
29. Pool chemicals
30. Propane tanks
31. Rodent killers
32. Rust preventatives
33. Sealants
34. Solvents
35. Transmission fluid
36. Used and unused motor oils
37. Wood preservatives
38. Wood strippers

**Attachment 6**

**NORWALK FORM OF CONTRACT**

**AGREEMENT WITH INDEPENDENT CONTRACTOR**  
**BY AND BETWEEN**  
**THE CITY OF NORWALK**  
**AND**  
**«CONTRACTORName»**  
**FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (the CITY), acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», and «**CONTRACTORName**», a corporation authorized and licensed to do business in the State of «LicenseState», having a principal place of business at «CONTRACTORAddress1», «CONTRACTORAddress2», «CONTRACTORCity», «CONTRACTORState» «CONTRACTORZip», acting herein by «CONTRACTORAuthorizer», its «CONTRACTORAuthorizerTitle», duly authorized (the CONTRACTOR).

**W I T N E S S E T H:**

WHEREAS, the CITY is in need of a service provider to conduct its household hazardous waste collection and disposal program events (the Project) as a means of providing its residents with the opportunity and the means to arrange for the safe and environmentally appropriate collection and disposal of household hazardous wastes; and

WHEREAS, CONTRACTOR has represented that it is qualified and capable of providing such services under the terms and conditions set out in this Agreement;

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

1. **ENGAGEMENT OF CONTRACTOR**

A. Based on the representations of the CONTRACTOR set out in its proposal dated «ProposedDate», a copy of which is attached hereto and incorporated herein as **Exhibit** \_\_\_\_\_, the CITY hereby retains the CONTRACTOR to perform the services described herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the CITY shall be \_\_\_\_\_, Department of «Department», or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the CONTRACTOR hereunder shall be «CONTRACTORAuthorizer», «CONTRACTORAuthorizerTitle».

D. CONTRACTOR represents and warrants that its execution of this Agreement has been duly authorized and is in accordance with applicable provisions of any agreement, commitment, or law binding on it.

## 2. SERVICES TO BE PERFORMED

A. The scope and details of the services to be performed by the CONTRACTOR and the specifications to which such services should conform are described in the CITY's Bid Invitation dated \_\_\_\_\_, which is attached hereto and incorporated herein as **Exhibit** \_\_\_\_ and made a part hereof. The CONTRACTOR shall perform the required Services as set forth in this Agreement in a professional and timely manner, in order to meet the CITY's needs and requirements and in accordance with the terms and requirements of this Agreement.

B. The parties understand that CONTRACTOR is retained solely for the purposes of performing the Services described herein and only to the extent set forth in this Agreement. The CONTRACTOR'S relationship to the CITY and any of its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. As such, CONTRACTOR shall have and maintain complete control over all its employees, agents and operations. Neither the CONTRACTOR, its agents or anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the CITY. Neither the CITY, any of the communities or Municipalities, or their employees or volunteers shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the CONTRACTOR.

C. The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

D. CONTRACTOR shall accept, classify, log, separate,

handle, containerize, label, transport and dispose of, or cause to be accepted and disposed of, all household hazardous waste (hereinafter "Household Hazardous Waste" or "Wastes") as defined by the United States Environmental Protection Agency ("EPA"): solid wastes discarded from homes or similar sources as listed in applicable laws and regulations, as in either hazardous wastes or wastes that exhibit any of the following characteristics as defined in 40 C.F.R. Parts 261.21 through 261.24: ignitability, corrosivity, reactivity, and toxicity in compliance with all applicable laws, rules, regulations and ordinances. Wastes shall be accepted only from verified residents of the CITY and only in such amounts as may be permitted hereunder.

E. The CONTRACTOR shall provide at each of the Sites on designated Collection Days an employee or agent of CONTRACTOR (the "Site Chemist") trained in the identification and handling of all hazardous and acutely hazardous waste as defined by Federal, State and local laws, rules, regulations and ordinances and such additional employees or agents and such materials and equipment as are necessary to receive, classify, log, separate, handle, containerize, label, load, and transport all such wastes out from the deposit Sites listed in **Exhibit \_\_\_\_** attached (the Sites) in a manner conforming to Federal, State, and local laws, rules, regulations and ordinances and in a manner convenient to participants and with as little delay as reasonably possible. CONTRACTOR shall provide an adequate number of professional staff at each Site at such days and times required for each collection event.

F. After identification of the materials, CONTRACTOR shall collect, segregate, consolidate or lab pack all collected Household Hazardous Waste materials prior to labeling. CONTRACTOR shall use its best efforts to maximize the reduction and recycling of all Wastes. CONTRACTOR shall consolidate all Household Hazardous Waste materials to the maximum extent possible consistent with personnel and public safety and cost-effective management, and, at the end of each Collection Day, shall remove such Household Hazardous Waste materials from each Site and shall transport such Wastes to the CONTRACTOR's Treatment, Storage or Land Disposal Facility (the "TSDF") or other approved facility as listed on Schedule A attached hereto, in compliance with all applicable Federal, State and local laws, regulations, rules and orders, including requirements for manifesting, labeling, and placarding. Household Hazardous Waste materials not consolidated to the maximum extent possible at the Sites shall be removed from each Site and transported to the TSDF.

G. CONTRACTOR shall provide all Collection Vehicles, Transportable Storage Units and supplies required for collection, transportation and management of the Household

Hazardous Wastes and such Collection Vehicles and Transportable Storage Units shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances.

H. At each of the Sites and on each Collection Day, CONTRACTOR shall furnish all equipment and supplies necessary to comply with Federal, State and local laws, rules, regulations and orders, including but not limited to: a tent to cover collection tables and packing area, safety equipment, storage barrels, absorbent, labels, shipping papers, hand trucks, barrel loading equipment, first aid kits, eye wash and safety showers, fire extinguishers, identification testing equipment for use at each Site as well as an itemized list of necessary supplies and unit costs for the same.

I. CONTRACTOR shall transport all Wastes to duly licensed facilities listed on Schedule A for legal and proper disposal by environmentally sound methods in full compliance with all applicable Federal, State and local laws, rules, regulations and ordinances. Wastes may be disposed of at equivalent disposal facilities not listed on Schedule A only upon written notification to such alternative Site and with express written approval to do so from the CITY.

J. CONTRACTOR may subcontract with transportation companies licensed and fully insured for such transportation of wastes upon giving reasonable prior written notice to the CITY of its intention and upon such subcontracting CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors as it is for the acts and omissions of people directly employed by it. CONTRACTOR shall require each subcontractor approved by the CITY to agree in its contract to observe and be bound by all obligations and conditions of this Agreement to which CONTRACTOR is bound.

K. CONTRACTOR shall make every reasonable effort to employ all other reasonable and legal disposal alternatives before permitting the landfilling of any Household Hazardous Waste materials and, in the event any Household Hazardous Wastes are landfilled, CONTRACTOR shall certify in writing to the CITY that no other reasonable alternatives were available.

L. CONTRACTOR shall not use or allow the use of public or private property or any part thereof, for any purpose in violation of any Federal, State or local law, ordinance, rule, order or regulation. In the performance of this Agreement the CONTRACTOR shall comply with all Federal, State and local environmental protection, sanitary and health codes. If CONTRACTOR fails to any extent to comply with applicable requirements this Agreement shall be subject to termination without further obligation on the part of the CITY.

M. Prior to the first Collection Day, CONTRACTOR shall submit to the Director all applicable Federal, State and local

permits needed in connection with the conduct of the event as contemplated hereunder including, but not limited to, those necessary to operate any Household Hazardous Waste Collection Vehicle or Transportable Storage Unit.

N. CONTRACTOR shall provide all required reporting related to its services to the State of Connecticut Department of Environmental Protection ("DEP"), to the similar agencies of any other States as required to the CITY and the EPA, and shall assume responsibility for continuing compliance with all Federal, State and local health, safety and environmental laws, rules, regulations and ordinances. CONTRACTOR shall provide the CITY with a complete tracking report of each container of Household Hazardous Waste collected at each Site from the point of generation to the final disposal Site, including the type and methods of waste management used, with such information being broken down by product waste characteristic categories and specifying the name and address of the facility to which the material will be sent. This report shall be provided to CITY no later than six (6) months following the date of the collection. CONTRACTOR shall keep records on a product basis, using a computerized database compatible with the CITY's systems.

O. CONTRACTOR shall prepare, to the satisfaction of DEP and the CITY, an Operations Manual and Contingency Plan based on the permit application. The Operations Manual and Contingency Plan shall address each of the items identified in the DEP's Guidelines for Permit Applications and the operations of the Collection Program. This manual shall include but not be limited to the operation and management plan for each Site including but not limited to, the following information:

- Traffic Plan
- Management Responsibilities
- Fire Protection
- Equipment Requirements
  - Building design
  - Storage capacity
  - Secondary containment/overhead cover
  - Emergency equipment
- Record Keeping Systems
- Operational Maintenance
  - Waste management
  - Packing procedures
  - Bulking/consolidation
  - "Unknown" waste procedure
  - "Unacceptable" waste procedure
  - Pick-up and disposal procedure
  - Inspection and maintenance procedures

- Emergency and Safety Procedures
  - Emergency response plans
  - Spills, leaks and corroding containers
  - Fire and other emergencies
  - Safety procedures for personnel

P. CONTRACTOR shall provide additional technical assistance to the CITY by providing any reasonably requested information for developing public education programs and carrying out other tasks associated with the CITY's Household Hazardous Waste collection program. CONTRACTOR agrees to conduct a meeting with each Host Municipality's officials at a time mutually agreeable to CONTRACTOR and such officials to discuss Site specific safety and logistical concerns prior to each Collection Day.

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

R. CONTRACTOR shall maintain each Site in a clean and safe condition. It shall employ any necessary or required spill control measures in accordance with all relevant Federal, State and local laws, rules, regulations and ordinances.

S. CONTRACTOR shall conduct the collection on each Collection Day regardless of weather conditions except, in the event of severe weather in which case, CONTRACTOR may, with the CITY's prior written approval, postpone its performance hereunder to a date mutually agreed upon by CONTRACTOR and the CITY. In the event of a postponement, CONTRACTOR shall give advance notice to the public of the rescheduled date by every reasonable means available.

T. CONTRACTOR shall assume "generator" status as such term is defined in relevant Federal, State and local laws, rules, regulations and ordinances from the point any Household Hazardous Waste is accepted. The CONTRACTOR certifies that on each Collection Day it shall have a valid EPA identification number for generation, transportation, and storage of hazardous and acutely hazardous wastes.

U. The CONTRACTOR further certifies that any transportation companies utilized by the CONTRACTOR shall have all required permits, documentation and licenses including but not limited to the following:

1. a valid permit from DEP for transportation of hazardous and acutely hazardous wastes;
2. a vehicle identification device for each vehicle to transport wastes from the Site; and
3. all other State and Federal permits and licenses necessary legally to transport hazardous and acutely hazardous wastes.

### 3. COMPENSATION

A. The CONTRACTOR shall be compensated for its performance of this Agreement a maximum amount not to exceed the sum of «**ContractBudgetInEnglish**»(\$«**ContractBudget**») payable in accordance with the terms of **Exhibit** \_\_\_\_.

B. The CITY shall pay CONTRACTOR for its services in accordance with the prices and terms of payment set forth in Schedule \_\_\_\_ of this Agreement. Payment established for the services provided under this Agreement are set forth in Schedule \_\_\_\_\_. Any changes in this rate schedule must be agreed upon by CONTRACTOR and the CITY prior to the first Collection Day.

C. Upon completion of each separate collection, CONTRACTOR shall provide the CITY with copies of outgoing manifests identifying the loads generated at each Site and their ultimate destination. Copies of the completed manifests signed by receiving agents at the disposal facilities indicated in Schedule A shall be provided to the CITY upon availability. The CITY shall pay 95 percent of the total price due for services under this Agreement 30 days from the invoice date if proper and complete documentation supporting the invoice is provided to the CITY. The final five percent (5%) shall be paid upon receipt of the completed manifests signed by an agent of the TSDF.

D. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by the CONTRACTOR in performing this Agreement including but not limited to labor, materials, equipment and personnel, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the CITY without specific prior written approval of the Director, and authorized by a signed written Amendment hereto.

E. Acceptance by the CONTRACTOR, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which the CONTRACTOR, its successors or assigns have or may have against the CITY under the provisions of this Agreement.

4. **TIME PROVISIONS**

A. The term of this Agreement shall commence effective \_\_\_\_\_ and conclude on \_\_\_\_\_. The CONTRACTOR shall perform its Services throughout this period.

B. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the CITY, unless otherwise terminated by the parties hereto.

5. **TERMINATION**

A. The CITY may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given. In the event of such termination, the CITY shall compensate the CONTRACTOR for the Services satisfactorily performed prior to termination. Such amount shall be fixed by the CITY after consultation with the CONTRACTOR and shall be subject to audit by the Comptroller. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

B. The CONTRACTOR may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given.

6. **INSURANCE**

A. Before starting and until final completion and acceptance of its Services pursuant to this Agreement, CONTRACTOR shall procure and maintain insurance for the types and amounts specified in the Rider attached hereto and incorporated herein as **Exhibit \_\_\_\_\_**.

B. CONTRACTOR shall furnish not later than fifteen (15) days prior to the execution of this Agreement, a certificate of each insurance policy or policies, which certificates shall contain a synopsis of coverage and operations covered in accordance with the code number of each policy for each contract; a representation that such contract cannot be cancelled or amended by the insurer in less than thirty (30) days after the CITY has received written notice of cancellation or amendment by certified or registered mail; and a representation that the insurer will notify the CITY immediately of any lapse in coverage. All insurance shall be carried by an insurance company or companies duly authorized to do business in the State of Connecticut if such insurance is

issued by an insurance company not domiciled in Connecticut, the certificates of insurance and bonds must be issued through and countersigned by a licensed, registered agent of the State of Connecticut as required by Section 38-31 of the Connecticut General Statutes.

C. CONTRACTOR shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

#### 7. WARRANTIES

A. Title to all Wastes accepted by CONTRACTOR at each Site shall pass to CONTRACTOR at the time of its acceptance.

B. CONTRACTOR warrants that it understands the currently known hazards and suspected hazards to persons, property and the environment arising from the transportation, treatment and disposal of Wastes as defined herein. CONTRACTOR further warrants that, notwithstanding any other provision contained in this Agreement to the contrary, it will perform all services under this Agreement in a safe, efficient and lawful manner using industry-accepted practices, and in full compliance with all applicable Federal, State and local laws, rules, regulations and ordinances.

C. CONTRACTOR represents and warrants that its execution of this Agreement by the signature below has been duly authorized and is in accordance with applicable provisions of its corporate documents and does not contravene any other agreement, commitment, or law applicable to it.

#### 8. INDEMNIFICATION

A. CONTRACTOR, at all relevant times, shall indemnify, defend and forever save and hold harmless the CITY and its employees, servants, personnel, agents, officers, and volunteers from and against any and all liabilities, claims, demands, proceedings, awards, penalties, injury, fines, forfeitures, suits, judgments, losses, damages and the costs and expenses incident there to (including costs of defense, settlement, and reasonable attorney's fees) which may be incurred, arise out of or in connection with death, bodily

injury, sickness or disease to any person or persons, destruction or damage to any property, contamination of or adverse effects on the environment, or alleged violation of governmental laws, regulations or orders, and to the extent such damages are caused by or arise directly out of, or in any manner reasonably connected with the activities or omissions of CONTRACTOR, or the failure or inadequacy of any procedures or equipment of CONTRACTOR. The scope of such indemnity shall not be limited by any insurance coverage provided hereunder and survive the expiration or termination of the Agreement.

## 9. GENERAL PROVISIONS

A. By this Agreement the CITY intends to secure the professional Services of qualified, experienced employees of the CONTRACTOR. Failure of the CONTRACTOR for any reason to make a sufficient number of such employees available to the CITY to the extent necessary to perform the Services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

B. The CITY's and CONTRACTOR's obligations under this Agreement may be suspended by either party in the event of: act of God, war, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw material, labor, containers, or transportation facilities, compliance with governmental requests, laws, regulations, orders or actions; revocation or modification of government permits or other required licenses or approvals not within CONTRACTOR's control and for reasons unrelated to CONTRACTOR's negligence; breakage or failure of machinery or apparatus; relational defense requirements or any other event beyond the reasonable control of such party; labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); which event prevents the delivery, transportation, acceptance, treatment, incineration, recycling or disposal of the Waste.

C. The CONTRACTOR shall not assign this Agreement or subcontract any portion of the Services to be performed hereunder without prior consent of the CITY in writing.

D. When the CITY shall have reasonable grounds for believing that:

(1) The CONTRACTOR will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the CONTRACTOR or the CITY arising out of the negligent,

willful or wanton acts, errors or omissions of the CONTRACTOR, its agents, servants or employees, or the CONTRACTOR's breach of any provision of this Agreement;

then the CITY may withhold payment of any amount otherwise due and payable to the CONTRACTOR hereunder. Any amount so withheld may be retained by the CITY for such period as it may deem advisable to protect the CITY against any loss, expense or damage and may, after written notice to the CONTRACTOR, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the CITY, and no person shall have any right or claim against the CITY by reason of the CITY'S failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the CITY.

E. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the CITY.

F. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the CITY; and the

CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Agreement. The CONTRACTOR further covenants that he has no prior personal or business relationship with the CITY's architect, general CONTRACTOR, or their consultants, subcontractors, agents, or employees.

G. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

H. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

I. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, sexual orientation or national origin.

J. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

K. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

L. The products of the services performed under this Agreement shall become and remain the property of the CITY. This shall include all partially completed services in the event that the Agreement is terminated before completion of its term for any reason.

M. If any provision of this Agreement is held invalid, the remaining provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws in full force and effect and shall be construed so as to affect the purpose and intent of this Agreement.

N. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

**To the CITY:**                    «Departmenthead», «DepartmentheadTitle»  
Department of «Department»  
P.O. Box 5125  
Norwalk, CT 06856-5125

**With a Copy to:**           Corporation Counsel  
The City of Norwalk  
P.O. Box 798  
Norwalk, Connecticut 06856-0798

**To the CONTRACTOR:** «CONTRACTORAuthorizer»,  
«CONTRACTORAuthorizerTitle»  
«CONTRACTORName»  
«CONTRACTORAddress1»  
«CONTRACTORAddress2»  
«CONTRACTORCity», «CONTRACTORState»  
«CONTRACTORZip»

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when they are sent by registered mail with proper postage.

O. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

P. The CONTRACTOR represents to the CITY as follows:

That the CONTRACTOR is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

that the CONTRACTOR has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder; and

that this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Norwalk, Connecticut, the     day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered  
in the Presence of:

**Witnesses' signatures:**

**THE CITY OF NORWALK**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
«ContractAuthorizer»  
Its «ContractAuthorizerTitle»  
Duly Authorized

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

**Witnesses' signatures:**

**«CONTRACTORName»**

\_\_\_\_\_

\_\_\_\_\_

«CONTRACTORAuthorizerTitle»

By: \_\_\_\_\_  
«CONTRACTORAuthorizer»  
Its  
Duly Authorized

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

APPROVED AS TO FORM:  
OFFICE OF CORPORATION COUNSEL

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

APPROVED AS TO  
AVAILABILITY OF FUNDS:

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

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

## INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the CITY from requiring additional limits and coverage to be provided under the Contractor's policies.

### A. Minimum Scope and Limits of Insurance:

**Workers' Compensation insurance:** With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, One Million (\$1,000,000.00) policy limit coverage for disease.

**Commercial General Liability:** With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of Five Million Dollars (\$5,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement.

The annual aggregate limit shall not be less than Ten Million Dollars (\$10,000,000.00).

**Automobile Liability:** With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing Five Million Dollars (\$5,000,000.00) coverage per accident for bodily injury and property damage. Because the Contractor is a hazardous Waste hauler (trucker) or responsible for the removal of hazardous materials, Automobile Liability shall include coverage in the amount of Five Million Dollars (\$5,000,000.00) combined single limit for hazardous waste transportation.

**Environmental Liability:** With respect to the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation insurance or Contractor's

Pollution Legal Liability in the amount of Five Million Dollars (\$5,000,000.00) per claim limit and Ten Million Dollars (\$10,000,000.00) annual aggregate limit. **The policy shall be written on a follow form coverage wording to its underlying Schedule of Insurance.**

**Errors and Omissions/Professional Liability:** With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the Contractor shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

**"Tail" Coverage:** If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

**Acceptability of Insurers:** The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the CITY.

**Subcontractors:** The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the CITY's Corporation Counsel as required herein.

**Aggregate Limits:** Any aggregate limits must be declared to and be approved by the CITY. It is agreed that the Contractor shall notify the CITY whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the CITY. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

**Notice of Cancellation or Nonrenewal:** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

**Waiver of Governmental Immunity:** Unless requested otherwise by the CITY, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the CITY.

**Additional Insured:** The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the CITY as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**Certificate of Insurance:** As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The CITY reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, P. O. Box 798, Norwalk, Connecticut 06856-0798.

**Waiver of requirements:** The Corporation Counsel may vary the those insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the CITY's interests will be adequately protected by the provision of different types or other amounts of coverage.

**Attachment 7**

**HHW Collection Day Billing Information**

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<u>Town of Darien</u>	Department of Public Works 2 Renshaw Road Darien, CT 06820 Attn: Darren Oustafine	(203) 656-7365 (203) 656-7485 Fax
<u>Town of Greenwich</u>	DPW Waste Disposal 101 Field Point Road Greenwich, CT 06830 Attn: Patrick Collins	(203) 869-6910 (203) 618-0653 Fax
<u>Town of New Canaan</u>	Department of Public Works 77 Main Street New Canaan, CT 06840 Attn: Jim Rogers	(203) 594-3700 (203) 594-3702 Fax
<u>City of Norwalk</u>	Department of Public Works 15 South Smith Street Norwalk, CT 06851 Attn: Jessica C. Paladino	(203) 854-3215 (203) 854-3224 Fax
<u>City of Stamford</u>	Office of Operations – 10 <sup>th</sup> Floor 888 Washington Blvd P.O. Box 10152 Stamford, CT 06904-2152 Attn: Dan Colleluori	(203) 977-4117 (203) 977-4002 Fax
<u>Town of Weston</u>	Department of Public Works 78 Old Hyde Road Weston, CT 06883 Attn: Joe Lametta	(203) 222-2662 (203) 222-2661 Fax
<u>Town of Westport</u>	Department of Public Works 110 Myrtle Avenue Westport, CT 06880 Attn: Steve Edwards	(203) 341-1125 (203) 454-5783 Fax
<u>Town of Wilton</u>	Department of Public Works 238 Danbury Road Wilton, CT 06897 Attn: Tom Thurkettle	(203) 563-0180 (203) 563-0284 Fax