

**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

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

**FOR**

**SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER  
(RFP Number FY08-EN-001)**

**PROPOSAL DUE DATE  
March 26, 2008**

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

**November 15, 2007**

**REQUEST FOR PROPOSALS**  
**For**  
**SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL**  
**LIABILITY AND RISK TRANSFER**  
**(RFP Number FY08-EN-001)**

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

November 15, 2007

**TABLE OF CONTENTS**

1. Notice To Firms – Request For Proposals
2. Instructions To Proposers
3. Notice Of Interest Form
4. Proposal Form
5. Proposal Price And Payment Form
6. References Form
7. Background And Experience Form
8. Compliance History Form
9. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety
10. Affidavit Of Third Party Fees
11. Certification Concerning Nondiscrimination
12. Background Questionnaire
13. Issues And Questions To Be Addressed
14. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
15. Notice Of Award
  - A. Contractor's Certification Concerning Gifts [to be executed by successful proposer]
16. Relevant Major Environmental Permits
17. Shelton Landfill Chapter of "Annual Landfill Closure And Post-Closure Care Evaluation For GASB 18 Costs – Status As Of June 30, 2007"

**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 1**

**NOTICE TO FIRMS  
REQUEST FOR PROPOSALS**

# **CONNECTICUT RESOURCES RECOVERY AUTHORITY**

## **NOTICE TO FIRMS REQUEST FOR PROPOSALS**

### **Shelton Landfill Post-Closure Environmental Liability And Risk Transfer**

#### **Connecticut Resources Recovery Authority Shelton Landfill Shelton, Connecticut**

The Connecticut Resources Recovery Authority ("CRRA") is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. One of CRRA's facilities is a closed municipal solid waste landfill on River Road in Shelton, Connecticut (the "Shelton Landfill"). The Shelton Landfill also includes a closed hazardous waste cell.

CRRA is seeking proposals from firms that can offer to provide for the transfer of liability and risk for the statutory and regulatory driven environmental obligations associated with the post closure care and maintenance of the Shelton Landfill. Such liabilities would be transferred from CRRA to the firm. Examples of such liabilities and risks may include, but are not limited to, on-going operation and maintenance of the closed landfill; compliance with environmental permits which govern site activities, such as groundwater and surface water monitoring programs, landfill gas control and collection systems, and land surface care; regulatory and change of law uncertainties; risks associated with inflation/cost of money; unknown site conditions; and insurance requirements.

Firms interested in submitting a proposal should submit a Notice of Interest Form to CRRA by November 19, 2007. CRRA will provide all of the Request for Proposal documents to firms from which it has received a Notice of Interest Form.

This Notice to Firms and the Notice of Interest Form will be available beginning on Monday, October 22, 2007 on the World Wide Web at <http://www.crra.org> under the "Business Opportunities" page.

**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 2  
INSTRUCTIONS TO PROPOSERS**

# INSTRUCTIONS TO PROPOSERS

## SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL LIABILITY AND RISK TRANSFER

### CONTENTS

1.	Introduction .....	1
2.	RFP Projected Timeline .....	3
3.	Definitions .....	3
4.	Communications With CRRA Staff and Board Members .....	4
5.	Scope Of Services .....	5
6.	Proposal Package Documents .....	5
7.	Notice Of Interest .....	6
8.	Mandatory Pre-Proposal Conference and Site Tour.....	6
9.	Addenda And Interpretations Regarding RFP Documents .....	7
10.	Document Review .....	8
11.	Proposal Submittal Procedures.....	8
12.	Proposal Contents.....	9
13.	Proposal Opening .....	10
14.	Proposal Evaluation.....	10
15.	Project Award.....	11
16.	Contractor's Certification Concerning Gifts .....	11
17.	Proposer's Qualifications .....	12
18.	Proposal Preparation And Other Costs.....	12

#### 1. Introduction

The Connecticut Resources Recovery Authority ("CRRA") is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. CRRA has developed, constructed and now operates an integrated system of four resources recovery facilities, two regional recycling centers, one ash landfill, one MSW landfill, one bulky waste landfill and twelve transfer stations. CRRA also is responsible for three closed MSW landfills. At present, CRRA accepts more than 75% of the municipal solid waste generated in the State. These facilities are operated by entities that are under contract with CRRA. CRRA's statewide system is composed of four waste management projects (Bridgeport, Mid-Connecticut, Southeast and Wallingford). Each of the projects is based on a waste-to-energy facility.

One of the facilities associated with the CRRA Bridgeport Project is the Shelton Landfill located at 866 River Road (State Route 110), Shelton, Connecticut 06484. The Shelton

Landfill is closed. No waste has been received at the Landfill since February 1998. CTDEP certified the Landfill as closed in April 2001.

The Shelton Landfill originally served as the MSW landfill for the Town of Shelton and for several surrounding communities. CRRA acquired the facility in 1983 and used it to dispose of MSW. When the Bridgeport Resource Recovery Facility began operations in 1988, CRRA used the Landfill to dispose of MSW combustor ash from the Bridgeport Facility.

The Landfill has four adjacent, but distinct, disposal areas:

- (a) The approximately 38-acre MSW/Ash Area that was certified as closed in October 1997;
- (b) The 3.5-acre Northeast Lined Ash Area that was certified as closed in April 2001;
- (c) The 7-acre Southeast Lined Ash Area that was certified as closed in April 2001; and
- (d) The 1.7-acre Metal Hydroxide Cell that was certified as closed in Summer 1988. (Metal hydroxide sludge is a RCRA hazardous waste (Waste Code F006).)

Several systems continue to operate at the Landfill, including the gas handling system for the MSW/Ash Area and the leachate collection and pretreatment systems for the Southeast and Northeast Lined Ash Areas.

In Spring 2001, CRRA and CTDEP agreed to a scope of activity for a future (passive) use recreation plan. The Plan includes walking trails and small watercraft access to the Housatonic Lagoon (and River) from areas around the base of the Southeast Lined Ash Area.

A report summarizing a zone of influence study of the Shelton Landfill was submitted to CTDEP in March 2003. The study concluded that the plume from the Landfill has traveled southerly and then easterly to the Housatonic River Lagoon, and not westerly, across route 110. Due to tidal influences and other subsurface hydrogeologic factors, the Far Mill River is not a receptor of the groundwater discharging from the Shelton Landfill. In addition, the plume's groundwater zone of influence does not extend beyond the northern property boundaries and the plume is not degrading surface water quality below the standards established by CTDEP for that class of water body.

CRRA is now seeking proposals from firms that can offer to provide for the transfer of liability and risk for the statutory and regulatory driven environmental obligations associated with the post-closure care and maintenance of the Shelton Landfill. Such liabilities would be transferred from CRRA to the firm. Examples of such liabilities and risks may include, but are not limited to, on-going operation and maintenance of the closed landfill; compliance with environmental permits which govern site activities, such as groundwater and surface water monitoring programs, landfill gas control and collection systems, and land surface care; regulatory and change of law uncertainties; risks associated with inflation/cost of money; unknown site conditions; and insurance requirements.

## 2. RFP Projected Timeline

The following is the projected timeline for the RFP process:

ITEM	DATE
RFP Publicly Announced	Sunday, October 21, 2007
Notice of Interest Forms available	Monday, October 22, 2007
Notice of Interest Forms Due at CRRA	3:00 p.m., Monday, November 19, 2007
RFP Documents Available	No Later Than Monday, November 19, 2007
Mandatory Pre-Proposal Conference	9:30 a.m., Tuesday, December 4, 2007
Mandatory Site Tour	1:00 p.m. Tuesday, December 4, 2007
Deadline for Written Questions on RFB Documents	3:00 p.m., Friday, December 14, 2007
Response to Written Questions on RFB Documents	Friday, January 4, 2008
Deadline for Written Questions on Landfill Documents	3:00 p.m., Wednesday, March 5, 2008
Response to Written Questions on Landfill Documents	Friday, March 14, 2008
Proposals Due at CRRA	3:00 p.m., Wednesday, March 26, 2008
Interviews with Selected Proposers	Week of April 14, 2008

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

## 3. Definitions

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

- (e) **Addenda:** Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.
- (f) **Contract Documents:**



- (1) Shelton Landfill Post-Closure Environmental Liability And Risk Transfer Agreement (the "Agreement"), to be negotiated between the successful Proposer and CRRA;
- (2) Notice To Firms – Request For Proposals;
- (3) Instructions To Proposers;
- (4) Proposal Form;
- (5) Proposal Price And Payment Form;
- (6) References Form
- (7) Background And Experience Form;
- (8) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (9) Affidavit Of Third Party Fees;
- (10) Certification Concerning Nondiscrimination;
- (11) Proposer's Background Questionnaire;
- (12) Issues And Questions To Be Addressed;
- (13) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
- (14) Addenda;
- (15) Firm's Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-proposal documentation submitted prior to the Notice Of Award);
- (16) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful proposer]; and
- (17) Any written amendments to the Agreement.

(g) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.

(h) **Notice Of Award:** Written notification from CRRA to the apparent successful proposer that states that CRRA has accepted such proposer's proposal and sets forth the remaining conditions that must be fulfilled by such proposer before CRRA executes the Agreement.

(i) **Project:** The transfer of post-closure environmental liability and risk for the Shelton Landfill from CRRA to the successful proposer in accordance with the Contract Documents.

#### 4. **Communications With CRRA Staff and Board Members**

Except as otherwise authorized by this Instructions To Proposers, during the period while the RFP process is active (i.e., from the date CRRA publicly advertised the Project until the date the successful proposer accepts the Notice Of Award), firms and individuals contemplating or preparing proposals are prohibited from contacting CRRA staff or CRRA

Board of Director members in an ex parte manner to discuss the RFP submission process. A firm's RFP submission shall be rejected if any of the foregoing ex parte communications take place.

## **5. Scope Of Services**

As part of a Proposal, each Proposer is required to propose a Scope Of Services for the Project (See Section 13, "Issues And Questions To Be Addressed," of this RFP).

## **6. Proposal Package Documents**

This RFP package consists of the following documents:

1. Notice To Firms – Request For Proposals;
2. Instructions To Proposers;
3. Notice Of Interest Form;
4. Proposal Form;
5. Proposal Price And Payment Form;
6. References Form;
7. Background And Experience Form;
8. Compliance History Form;
9. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
10. Affidavit Of Third Party Fees;
11. Certification Concerning Nondiscrimination;
12. Proposer's Background Questionnaire;
13. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
14. Issues And Questions To Be Addressed;
15. Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful proposer];
16. Relevant Major Environmental Permits; and
17. Shelton Landfill Chapter of "Annual Landfill Closure And Post-Closure Care Evaluation For GASB 18 Costs – Status As Of June 30, 2007."

Complete sets of the above documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning no later than Monday, November 19, 2007.

All of the documents are also available in PDF format beginning no later than the same date on the World Wide Web at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFP: Shelton Landfill Post-Closure Environmental Liability And Risk Transfer" link.

All of the forms included in the documents are available for downloading in Microsoft Word format at the same place on CRRA's web site where the PDF of the RFP is located. CRRA encourages proposers to make use of the downloaded Word forms.

CRRA will attempt to make the RFP documents available earlier than November 19, 2007. If the RFP documents are ready for distribution prior to November 19<sup>th</sup>, CRRA will post them on the CRRA web site and will notify all of the firms from which it has received Notice Of Interest Forms of the availability of the documents. Even if the documents are available prior to November 19<sup>th</sup>, CRRA does not plan to alter the other dates related to the Project contained in the RFP documents.

## **7. Notice Of Interest**

As specified in the Notice To Firms – Request For Proposals publicly advertised by CRRA on October 21, 2007, CRRA encourages prospective proposers to submit a Notice Of Interest Form to CRRA as early as they can. Prospective proposers who have already submitted a Notice Of Interest Form in response to the Notice To Firms – Request For Proposals, need not submit another Notice Of Interest Form.

For prospective proposers who have not yet submitted a Notice Of Interest Form, such Forms should be submitted no later than **3:00 p.m., Monday, November 19, 2007**. Instructions for submitting the Form are included on the Form.

CRRA will directly notify all firms from which it has received a Notice Of Interest Form of the availability of the RFP documents, if such documents are available for distribution prior to November 19, 2007. CRRA will also provide to all firms that have submitted Notice Of Interest Forms Addenda and any other information related to this RFP that CRRA makes available prior to the mandatory Pre-Proposal Conference and Site Tour.

## **8. Mandatory Pre-Proposal Conference and Site Tour**

CRRA staff will conduct a **mandatory pre-proposal conference** for all prospective proposers at the CRRA Garbage Museum, 1410 Honeyspot Road Extension, Stratford, Connecticut 06615. The pre-proposal conference will be on **Tuesday, December 4, 2007 beginning at 9:30 a.m., Eastern Time**. At the pre-proposal conference, CRRA will present information in addition to that available in the RFP documents and will solicit opinions from the attendees concerning items related to the proposal process such as the scope of environmental and other documents related to the Shelton Landfill that prospective proposers would want to have available for review in order to prepare and submit a proposal.

Beginning at **1:00 p.m., Eastern Time on Tuesday December 4, 2007**, CRRA staff will conduct a **mandatory pre-proposal site tour** for all prospective proposers at the Shelton Landfill, 866 River Road (Route 110), Shelton, Connecticut 06484.

CRRA reserves the right to reject a proposal submitted by a proposer that did not attend the mandatory pre-proposal conference and site tour. Alternate times for visiting the Site will not be allowed.

Prospective proposers should contact Ronald Gingerich ((860) 757-7703; [rgingerich@crra.org](mailto:rgingerich@crra.org)) at least 24 hours prior to the mandatory pre-proposal conference (i.e., by 10:00 a.m., Monday, December 3, 2007) to make arrangements for participating in the conference and for directions to the CRRA Garbage Museum in Stratford. Except as otherwise authorized by this Instructions To Proposers, proposers are expressly prohibited from contacting any CRRA personnel regarding this RFP.

## 9. Addenda And Interpretations Regarding RFP Documents

CRRA may issue Addenda to this proposal package that shall, upon issuance, become part of this package and binding upon all potential or actual proposers for the Project. Such Addenda may be issued in response to requests for interpretation or clarification received from potential proposers. For this RFP, CRRA will have two periods during which it will accept and respond to requests for interpretation or clarification.

The first period will be for requests for interpretation or clarification of any documents included in this proposal package (the "RFP Documents"). Requests for interpretation or clarification of RFP Documents must be **submitted in writing to Ronald Gingerich, Environmental Compliance Manager, by e-mail [rgingerich@crra.org](mailto:rgingerich@crra.org), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than 3:00 p.m. on Friday, December 14, 2007.** CRRA plans to respond by Friday, January 4, 2008 to all questions raised at the pre-proposal conference and site tour and requests for interpretation or clarification received in writing by CRRA by December 14, 2007.

The second period for requests for interpretation or clarification will be for any documents related to the Shelton Landfill (the "Landfill Documents"). As detailed in the following section, CRRA will make Landfill Documents available for review by prospective proposers beginning December 17, 2007. Requests for interpretation or clarification of Landfill Documents must be **submitted in writing to Ronald Gingerich, Environmental Compliance Manager, by e-mail [rgingerich@crra.org](mailto:rgingerich@crra.org), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than 3:00 p.m. on Wednesday, March 5, 2008.** CRRA plans to respond by Friday, March 14, 2008 to all requests for interpretation or clarification received in writing between December 15, 2007 and March 5, 2008.

Addenda, if any, released prior to the mandatory pre-proposal conference will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 7, above) or who picked up or requested from CRRA a printed copy of the RFP package documents. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFP: Shelton Landfill Post-Closure Environmental Liability And Risk Transfer" heading).

Addenda, if any, released after to the mandatory pre-proposal conference will be mailed and/or e-mailed to all persons who attended the pre-proposal conference. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportuni-

ties” page under the “RFP: Shelton Landfill Post-Closure Environmental Liability And Risk Transfer” heading).

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

## 10. Document Review

CRRA has allowed a significant amount of time between the date of the pre-proposal conference and site tour (December 4, 2007) and the date that proposals are due (March 26, 2008). CRRA has done so because it anticipates that prospective proposers will need to conduct a thorough review of environmental documentation related to the Shelton Landfill in order to prepare and submit a proposal that is responsive to this RFP.

To assist prospective proposers in their review of environmental documentation, beginning Monday, December 17, 2007, CRRA will make available a document review room for potential proposers. The room will be located at CRRA’s offices, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 and will be available during CRRA’s normal business hours (Monday through Friday from 8:30 a.m. through 5:00 p.m.). CRRA will make available in the document review room all relevant environmental documents related to the Shelton Landfill.

Potential proposers wishing to use the document review room must contact Ronald Gingerich, Environmental Compliance Manager, at (860) 757-7703 at least 48 hours in advance to make arrangements for doing so.

## 11. Proposal Submittal Procedures

**Sealed proposals shall be submitted no later than 3:00 p.m., Eastern Time, Wednesday, March 26, 2008** at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Peter Egan. Proposals received after the time and date set forth above shall be rejected.

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

Each proposal (the original and three copies) shall be enclosed in a sealed envelope that shall be clearly marked “Proposal For Shelton Landfill Post-Closure Environmental Liability And Risk Transfer.”

Proposals shall remain open and subject to acceptance for one hundred eighty (180) days after the proposal due date.

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

## **12. Proposal Contents**

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

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

- (a) Title page;
- (b) Cover letter, which includes the name of the proposer and the proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 14.2(e) of this Instructions To Proposers);
- (c) Table of Contents;
- (d) The Proposal Form (Section 4 of this RFP), with Addenda, if any, listed in the appropriate place (Page 2), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement page (Page 7);
- (e) The completed Proposal Price And Payment Form (Section 5 of this RFP);
- (f) The completed References Form (Section 6 of this RFP);
- (g) The completed Background And Experience Form (Section 7 of this RFP);
- (h) The completed Compliance History Form (Section 8 of this RFP);
- (i) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 9 of this RFP), with the Proposer's most recent EEO-1 data attached if the Proposer wishes such data to be considered in the evaluation of its Proposal;
- (j) The completed Affidavit Of Third Party Fees form (subscribed and sworn before a Notary Public or Commissioner of the Superior Court) (Section 10 of this RFP);
- (k) The completed Certification Concerning Nondiscrimination (Section 11 of this RFP), with the Proposer's policies and procedures addressing nondiscrimination attached;
- (l) The completed Proposer's Background Questionnaire (Section 12 of this RFP);  
and

- (m) Answers to the Issues And Questions To Be Addressed (the answer to each question must begin on a new page) (Section 13 of this RFP);
- (n) A copy of the proposer's up-to-date certificate of insurance showing all current insurance coverage.

Proposers should not include in their proposals other portions of the Proposal Package Documents (e.g., this Instructions To Proposers).

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

### **13. Proposal Opening**

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

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

### **14. Proposal Evaluation**

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

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

#### **14.1 Evaluation Criteria**

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

#### **14.2 Affirmative Action Evaluation Criteria**

Proposals will also be rated on the proposer's demonstrated commitment to affirmative action. Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut*

*State Agencies* require CRRA to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (a) The proposer's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 10 of this RFP));
- (b) The proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 10 of this RFP));
- (c) The proposer's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 10 of this RFP));
- (d) The proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 10(i) of this Instructions To Proposers); and
- (e) The proposer's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 10(b) of this Instructions To Proposers).

## **15. Project Award**

If the Project is to be awarded, CRRA will issue to the successful proposer a Notice Of Award within one hundred eighty (180) days after the proposal due date. After the issuance of the Notice Of Award, CRRA will negotiate the terms and conditions of the Agreement and the Scope Of Services with the successful proposer.

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

## **16. Contractor's Certification Concerning Gifts**

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful Proposer must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFP and the date the Agreement is ex-



cuted. If the apparently successful Proposer does not execute the Certification, it will be disqualified for the Agreement. The dates between which the Proposer may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice of Award included in this RFP (see Section 15 of the RFP).

**17. Proposer's Qualifications**

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

**18. Proposal Preparation And Other Costs**

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

**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 3  
NOTICE OF INTEREST FORM**



<b>NOTICE OF INTEREST FORM</b>
--------------------------------

Individuals and firms that have an interest in the Connecticut Resources Recovery Authority (“CRRA”) solicitation listed below are encouraged to submit this Notice Of Interest Form to CRRA as early as they can. Forms should be submitted no later than the date specified below. Request For Proposal documents and other information released by CRRA related to the solicitation will be directly provided to those firms that have submitted this Form to CRRA by the Form Due Date.

Solicitation:	<b>Shelton Landfill Post-Closure Environmental Liability And Risk Transfer</b>
Form Due Date:	<b>3:00 p.m., Monday, November 19, 2007</b>

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

Name of Individual/Firm:	
Name of Contact Person:	
Title of Contact Person:	
Mailing Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

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

CRRA Contact:	<b>Peter Egan, Director of Environmental Affairs and Development</b>
E-Mail Address:	<b><u><a href="mailto:pegan@crra.org">pegan@crra.org</a></u></b>
Fax Number:	<b>(860) 757-7742</b>
Correspondence Address:	<b>Connecticut Resources Recovery Authority 100 Constitution Plaza, 6<sup>th</sup> Floor Hartford, CT 06103</b>

**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 4  
PROPOSAL FORM**



# PROPOSAL FORM

**PROJECT:** Bridgeport

**RFP NUMBER:** FY08-EN-001

**CONTRACT:** Shelton Landfill Post-Closure Environmental Liability And Risk Transfer

**PROPOSALS SUBMITTED TO:** Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

## 1. DEFINITIONS

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

## 2. TERMS AND CONDITIONS

The undersigned (the "Proposer") accepts and agrees to all terms and conditions of the Request For Proposals, Instructions To Proposers and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for one hundred twenty (120) days after the Proposal due date.

If CRRA issues a Notice Of Award to Proposer, Proposer shall within ten (10) days after the date thereof:

- (a) Enter into contract negotiations with CRRA on the Shelton Landfill Post-Closure Environmental Liability And Risk Transfer Agreement (the "Agreement");
- (b) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
- (c) Execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (d) Satisfy all other conditions of the Notice Of Award.

**3. PROPOSER'S OBLIGATIONS**

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

- (a) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this Proposal and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) At the request of CRRA and if the successful Proposer qualifies, to apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

**4. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this Proposal, Proposer represents that:

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

Addendum Number	Date Issued

- (b) Without exception the Proposal is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;

- (c) Proposer is fully informed and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- (d) Proposer has studied and carefully correlated Proposer's knowledge and observations with the Contract Documents and such other related data;
- (e) Proposer has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Proposer;
- (f) If Proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Proposer is aware of the general nature of work to be performed by CRRA and others that relates to the Services for which this Proposal is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the Services for which this Proposal is submitted.

**5. PROPOSER'S REPRESENTATIONS CONCERNING SHELTON LANDFILL SITE CONDITIONS**

In submitting this Proposal, Proposer acknowledges and agrees that:

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

**6. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

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

**7. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

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

**8. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Proposal, Proposer:

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

**9. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION**

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

- (a) The prices in the Proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;



- (b) Unless otherwise required by law, the prices that have been quoted in this Proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to "opening" to any other person or company;
- (c) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;
- (d) Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; and
- (e) Proposer has not sought by collusion to obtain for itself any advantage for the Services over any other Proposer for the Services or over CRRA.

#### **10. PROPOSER'S REPRESENTATIONS CONCERNING RFP FORMS**

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

#### **11. PROPOSER'S WAIVER OF DAMAGES**

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

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

#### **12. PROPOSER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement

Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 14 [SEEC Form 11] of the Contract Documents.

### **13. ATTACHMENTS**

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

- (a) The completed Proposal Price And Payment Form;
- (b) The completed References Form;
- (c) The completed Background And Experience Form;
- (d) The completed Compliance History Form;
- (e) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health and Safety that has been completely filled out by the Proposer;
- (f) Affidavit Of Third Party Fees that has been completely filled out by Proposer and signed before a Notary Public or Commissioner of the Superior Court;
- (g) Certification Concerning Nondiscrimination that has been completely filled out and signed by Proposer, with the Proposer's nondiscrimination policies and procedures attached;
- (h) Background Questionnaire that has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court;
- (i) Answers to the Issues And Questions To Be Addressed, with a written answer provided to each question and each answer beginning on a new page; and
- (j) A copy of the Proposer's up-to-date certificate of insurance showing all current insurance coverage.

### **14. NOTICES**

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

Proposer Name:	
Proposer Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

**15. ADDITIONAL REPRESENTATION**

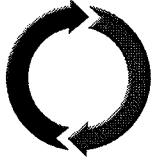
Proposer hereby represents that the undersigned is duly authorized to submit this Proposal on behalf of Proposer.

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 200\_\_

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

**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 5  
PROPOSAL PRICE FORM**



CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

## PROPOSAL PRICE AND PAYMENT FORM

Name of Proposer:

In the space below, proposer should specify the amounts, types, forms and conditions of payment that it proposes for the transfer of Shelton Landfill post-closure environmental liability and risk from CRRA to the Proposer.

CRRA recognizes that proposers may not be able to establish precise costs for certain elements of the Project at this time (e.g., insurance policies), and therefore may not be able to provide an exact payment amount for such elements at the time of RFP submittal. Regarding such elements, proposers should provide a price range for the delivery of the activity or service associated with that element, and discuss how, and when, the proposer proposes to establish the final, precise payment amount.

[Attach Additional Pages If Necessary]

**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 6  
REFERENCES FORM**



# REFERENCES FORM

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

## REFERENCE 1

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

## REFERENCE 2

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

### REFERENCE 3

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	



**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 7  
BACKGROUND AND EXPERIENCE FORM**



**BACKGROUND AND EXPERIENCE FORM**

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

[Attach Additional Pages If Necessary]

A large, empty rectangular box with a thin black border, intended for the bidder/proposer to provide a summary of their work and services.

**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 8  
COMPLIANCE HISTORY FORM**



# COMPLIANCE HISTORY FORM

Fill out the Form below. If you answer "yes" to any of the questions, you must complete the Table Of Enforcement Actions on the following page.

		Yes	No
1.	During the five years immediately preceding submission of this Bid/Proposal, has the Bidder/Proposer been convicted in any jurisdiction of a criminal violation of any environmental law?	<input type="checkbox"/>	<input type="checkbox"/>
2.	During the five years immediately preceding submission of this Bid/Proposal, has a civil penalty been imposed upon the Bidder/Proposer in any state, including Connecticut, or federal judicial proceeding for any violation of an environmental law?	<input type="checkbox"/>	<input type="checkbox"/>
3.	During the five years immediately preceding submission of this Bid/Proposal, has a civil penalty exceeding five thousand dollars been imposed on the Bidder/Proposer in any state, including Connecticut, or federal administrative proceeding for any violation of an environmental law?	<input type="checkbox"/>	<input type="checkbox"/>
4.	During the five years immediately preceding submission of this Bid/Proposal, has any state, including Connecticut, or federal court issued any order or entered any judgment to the Bidder/Proposer concerning a violation of any environmental law?	<input type="checkbox"/>	<input type="checkbox"/>
5.	During the five years immediately preceding submission of this Bid/Proposal, has any state, including Connecticut, or federal administrative agency issued any order to the Bidder/Proposer concerning a violation of any environmental law?	<input type="checkbox"/>	<input type="checkbox"/>

**TABLE OF ENFORCEMENT ACTIONS**

Type Of Action	Date	Jurisdiction	Case/Docket Number	Description Of Violation

This Form may be duplicated if additional space is required.

**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 9  
QUESTIONNAIRE CONCERNING AFFIRMATIVE  
ACTION, SMALL BUSINESS CONTRACTORS  
AND OCCUPATIONAL HEALTH AND SAFETY**



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

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

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

## LIST OF ACRONYMS

- RCSA – Regulations of Connecticut State Agencies  
CHRO – State of Connecticut Commission on Human Rights and Opportunities  
DAS – State of Connecticut Department of Administrative Services  
MWDP – Minority/Women/Disabled Person

## FOOTNOTE

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

## SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

1. Has been doing business and has maintained its principal place of business in the State for a period of at least one year immediately preceding the issuance of the Request For Bids/Proposals/Qualifications;
2. Has had gross revenues not exceeding ten million dollars in the most recently completed fiscal year;
3. Is headquartered in Connecticut; and,
4. At least 51% of the ownership of the Contractor is held by a person or persons who are active in the daily affairs of the business and have the power to direct the management and policies of the business.

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

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

1. Satisfies all of the criteria in Schedule A for a Small Contractor;
2. 51% or more of the business and/or its assets must be owned by a person or persons who are minorities as defined in Connecticut General Statutes Section 32-9n (please see below) or is an individual with a disability;
3. The Minority/Woman/Disabled Person must have the power to change policy and management of the business; and,
4. The Minority/Woman/Disabled Person must be active in the day-to-day affairs of the business.

## CONNECTICUT GENERAL STATUTES SECTION 32-9n

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



**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 10  
AFFIDAVIT OF THIRD PARTY FEES**



# AFFIDAVIT OF THIRD PARTY FEES (Form A2)

All Bidders/Proposers must complete and properly execute this Affidavit of Third Party Fees. The purpose of this Affidavit is to ascertain if the Bidder/Proposer has made or promised any payment to a third party attributable to this Agreement. If no such payment has been made or promised, Bidder/Proposer should write "None" in the first box in the table and execute this Affidavit. For purposes of the Affidavit, Bidder's/Proposer's subcontractors, if any, are not considered third parties.

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. The Consultant seeks to enter into the Shelton Landfill Post-Closure Environmental Liability And Risk Transfer Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

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

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

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

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

Signed: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

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

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



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

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

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

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

**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 11  
CERTIFICATION CONCERNING  
NONDISCRIMINATION**



**CERTIFICATION CONCERNING  
NONDISCRIMINATION**

(This certification must be executed by an individual or business entity submitting a bid/proposal to the Connecticut Resources Recovery Authority regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.).

I, \_\_\_\_\_, a duly authorized officer and/or representative  
of \_\_\_\_\_ (firm name),  
(the "Consultant"), hereby certify that:

1. Consultant seeks to enter into the Shelton Landfill Post-Closure Environmental Liability And Risk Transfer Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. In carrying out its obligation under the Agreement, Consultant will abide by the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142; and
3. Attached are the policies and procedures concerning nondiscrimination, which have not been modified or rescinded, adopted by the appropriate governing body or management of Consultant; and
4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief.

IN WITNESS WHEREOF, the undersigned has executed this certificate this

\_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 12  
BACKGROUND QUESTIONNAIRE**



**BIDDER'S/PROPOSER'S BACKGROUND QUESTIONNAIRE**

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

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

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

5. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?  
*If you answered "Yes" to Question 5, on a separate sheet of paper please explain.*

Signature: \_\_\_\_\_  
Name (print/type): \_\_\_\_\_  
Title: \_\_\_\_\_  
State Of: \_\_\_\_\_  
County Of: \_\_\_\_\_

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

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



**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 13  
ISSUES AND QUESTIONS TO BE ADDRESSED**

## ISSUES AND QUESTIONS TO BE ADDRESSED

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

1. Describe in detail the proposed process and schedule to get from the Notice Of Award to the actual transfer of post-closure environmental liability and risk from CRRA to proposer.
2. Describe in detail the post-closure environmental liabilities and risks for the Shelton Landfill that proposer proposes to be transferred from CRRA to proposer. Also describe in detail the post-closure environmental liabilities and risks for the Shelton Landfill the proposer proposes not to be transferred from CRRA to proposer.

Examples of liabilities and risks for consideration may include, but should not necessarily be limited to:

- On-going operation and maintenance of the closed landfill;
  - Compliance with environmental permits which govern site activities (including, but not limited, to groundwater and surface water monitoring programs, landfill gas control and collection systems, land surface care, and ash leachate management);
  - Regulatory and change of law uncertainties;
  - Inflation/cost of money;
  - Unknown site conditions; and
  - Insurance and financial assurance obligations.
3. The 30 year post-closure obligations will extend, at a minimum, through October 2027 for the MSW/Ash Area and through April 2031 for the Northeast and Southeast Lined Ash Areas. Provide the length of time that the proposer proposes to accept the liabilities and risks presented in the response to Question #1 above.
  4. Discuss the financial and/or insurance mechanisms that the proposer intends to use to guarantee proposer's performance.
  5. Discuss and propose how proposer will manage and comply with state and federal financial assurance obligations for post-closure care pursuant to the Resource Conservation and Recovery Act and associated state and federal regulations.
  6. Provide a proposed agreement (contract) that would implement the transfer of post-closure environmental liabilities and risks for the Shelton Landfill that proposer proposes. Include in the proposed agreement a proposed scope of services. Also include a summary of the key terms and conditions of the proposed agreement.
  7. Identify the individuals who would be assigned to undertake the work required to meet the operational and monitoring requirements of the relevant environmental permits for the

Shelton Landfill. Provide a brief description of their proposed areas of responsibility. Provide a brief description of the background of each individual.

**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 14  
SEEC FORM 11  
NOTICE TO EXECUTIVE BRANCH STATE  
CONTRACTORS AND PROSPECTIVE STATE  
CONTRACTORS OF CAMPAIGN CONTRIBUTION  
AND SOLICITATION BAN**

## SEEC FORM 11

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

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

#### **Campaign Contribution and Solicitation Ban**

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

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

#### **Duty to Inform**

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

#### **Penalties for Violations**

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

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

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

#### **Contract Consequences**

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

**REQUEST FOR PROPOSALS  
FOR  
SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL  
LIABILITY AND RISK TRANSFER**

**SECTION 15  
NOTICE OF AWARD**



## NOTICE OF AWARD

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

**PROJECT:** Bridgeport

**RFP NUMBER:** FY08-EN-001

**CONTRACT:** Shelton Landfill Post-Closure Environmental Liability And Risk Transfer

The Connecticut Resources Recovery Authority ("CRRA") has considered the Proposal submitted by you dated [DATE] in response to CRRA's Notice To Firms – Invitation To Propose for the above-referenced Services (the "Services").

You are hereby notified that your Proposal has been accepted for the Services from time to time as the same may be requested by CRRA.

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

- (a) Enter into contact negotiations with CRRA on the Shelton Landfill Post-Closure Environmental Liability And Risk Transfer Agreement;
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA all other Contract Documents attached to the Notice Of Award;  
and
- (d) Satisfy all other conditions set forth herein.

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

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (e) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Proposal as abandoned and termi-



nated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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

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

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Peter W. Egan

Title: Director of Environmental Affairs and Development

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

By:

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

Name (print/type): \_\_\_\_\_

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

**ATTACHMENT A**

**To**

**NOTICE OF AWARD**

**CONTRACTORS CERTIFICATION CONCERNING  
GIFTS**



**CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

**SHELTON LANDFILL POST-CLOSURE ENVIRONMENTAL LIABILITY AND RISK TRANSFER**

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

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal for the Shelton Landfill Post-Closure Environmental Liability And Risk Transfer Agreement (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between October 1, 2007 and the date of execution of the Agreement, by
  - (a) The Contractor,
  - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
  - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement

to

  - (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
  - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and

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

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

Peter Egan, Director of Environmental Affairs and Development

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

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative James A. Amann, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

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

Name (type/print): \_\_\_\_\_

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

State Of: \_\_\_\_\_

County Of: \_\_\_\_\_

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

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

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

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

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

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

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

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

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