

ADDENDUM NO. 4  
TO  
REQUEST FOR QUALIFICATIONS  
FOR  
TRANSPORTATION AND DISPOSAL OF ASH  
FOR  
MID-CONNECTICUT RESOURCE RECOVERY FACILITY  
HARTFORD, CONNECTICUT,  
WALLINGFORD RESOURCE RECOVERY FACILITY  
WALLINGFORD, CONNECTICUT,  
AND  
DISPOSAL OF ASH FROM  
THE PRESTON RESOURCE RECOVERY FACILITY

RFQ No. FY08EN003

ISSUED BY:

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, CT 06103

MARCH 10, 2008



**[PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN  
SUBMITTING YOUR SOQ BY COMPLETING RFQ FORM 1]**

**ADDENDUM NO. 4  
TO  
RFQ NO. FY08EN003  
TRANSPORTATION AND DISPOSAL OF ASH  
MID-CT, WALLINGFORD AND PRESTON RESOURCE RECOVERY FACILITIES**

**RESPONSE TO QUESTIONS**

(Received from March 4 to March 7, 2008)

1. **Question:** After reviewing the RFQ for CRRA, I came across a question in the Addendum regarding the consumption of fuel being tax free when purchased in Connecticut. If we were allowed to purchase fuel tax free in Connecticut, then how would we proceed in getting a credit for the tax we paid on the fuel we purchased out of state while servicing a contract with CRRA?

**Response:** Pursuant to Section 22a-270 of the Connecticut General Statutes, CRRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the Service Fees, and Contractor shall not charge or pass through any Connecticut Taxes to CRRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

CRRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Services contemplated by this RFQ.

Proposer should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services (DRS) and any other applicable tax authority, with regard to such tax authorities' policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Services contemplated by this RFQ, and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this RFQ.

Information provided herein updates that provided in Section 5.10 of the RFQ. See attached. In addition, SOQ Form 1 has been revised to accommodate this language. Please use the revised form, attached, when responding to the RFQ.

**REVISED SECTION 5.10 OF RFQ**  
**March 10, 2008**

**5.10 Sales and Use Tax Exemption**

Pursuant to Section 22a-270 of the Connecticut General Statutes, CRRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the Service Fees, and Contractor shall not charge or pass through any Connecticut Taxes to CRRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

CRRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Services contemplated by this RFQ.

Proposer should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services (DRS) and any other applicable tax authority, with regard to such tax authorities' policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Services contemplated by this RFQ, and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this RFQ.

Contractor and CRRA agree that Contractor is and shall act as an independent contractor. Notwithstanding Contractor's status as an independent contractor, but without limiting Contractor's obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Services, for the sole purpose of allowing CRRA to benefit from the aforesaid exemption, CRRA shall designate, and Contractor has agreed to act, as CRRA's agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Services hereunder for the account of CRRA, and with funds provided as reimbursement therefor by CRRA.

**SOQ FORM 1**  
**SOQ FORM**  
**(Revised March 10, 2008)**

**PROJECT:** Mid-Connecticut Project, Wallingford Project, and Southeast Project

**RFQ NUMBER:** FY08EN003

**CONTRACT FOR:** Ash Transportation and Disposal Services, Mid-Connecticut and Wallingford Resource Recovery Facilities; Disposal Services for Preston Resource Recovery Facility

**SOQ 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 SOQ Form (a "SOQ") shall have the same respective meanings assigned to such terms in the Request for Qualification (RFQ) made part of the RFQ.

**2. TERMS AND CONDITIONS**

Except as otherwise identified and described, the undersigned (the "Proposer") accepts and agrees to all terms and conditions of the RFQ, and any Addenda to the RFQ. This SOQ shall remain open and subject to acceptance for one hundred eighty (180) days after the SOQ due date.

**3. PROPOSER'S OBLIGATIONS**

Proposer agrees to the following:

- (a) To enter into and execute a contract (Agreement) consistent with the Contract Principles included in Section 5 of the RFQ;

To execute and deliver to CRRA the Contractor's Certification concerning gifts; and

To perform, furnish and complete all the services as specified or indicated in the RFQ consistent with the Contract Principles included in Section 5 of the RFQ.

**4. PROPOSER'S REPRESENTATIONS**

In submitting this SOQ, Proposer represents that:

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

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- (b) Proposer 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.
- (c) Proposer understands and agrees that the RFQ contains information and estimates with regard to historical amounts of ash that is to be handled and/or processed by the successful Proposer selected pursuant to this procurement. CRRA makes no warranty or representation that the historical quantities of ash accurately reflect future quantities of such material or future requirements of the Mid-Connecticut Resource Recovery Facility or the Wallingford Resource Recovery Facility or the Preston Resource Recovery Facility, or the services to be performed. It is understood and agreed that any successful Proposer or Contractor shall not use any information or estimates made available to it or otherwise obtained by it 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 the available or obtained information and the actual conditions, quantities or other circumstances encountered or experienced during the performance of the services. By submitting a SOQ, each Proposer expressly waives each and every such claim or demand.
- (d) 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.
- (e) Proposer acknowledges that CRRA does not assume responsibility for the accuracy or completeness of the information and data, if any, shown or indicated in the RFQ.
- (f) Proposer is aware of the nature of the work to be performed by CRRA and others at the site that relates to the services for which this SOQ is submitted.

- (g) Proposer has given CRRA written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the RFQ and the written resolution thereof by CRRA is acceptable to Proposer or, if Proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the RFQ, such failure shall be deemed by both Proposer and CRRA to be a waiver to assert these issues and claims in the future. The RFQ is generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the services for which this SOQ is submitted.
- (h) Pursuant to Section 22a-270 of the Connecticut General Statutes, CRRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the Service Fees, and Contractor shall not charge or pass through any Connecticut Taxes to CRRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

CRRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Services contemplated by this RFQ.

Proposer should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services (DRS) and any other applicable tax authority, with regard to such tax authorities' policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Services contemplated by this RFQ, and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this RFQ.

Contractor and CRRA agree that Contractor is an independent contractor. However, notwithstanding Contractor's status as an independent contractor, for the sole purpose of allowing CRRA to benefit from the aforesaid exemption, CRRA shall designate, and Contractor has agreed to act, as CRRA's agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the services hereunder for the account of CRRA, and with funds provided as reimbursement therefor by CRRA.

- (i) 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 SEEC Form 11 (SOQ Form 8).
- (j) In submitting this SOQ, Proposer:
  - (1) 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 SOQ is subject to disclosure if required by law or otherwise; and
  - (2) 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.
- (k) By submission of this SOQ and subsequent participation in negotiations, 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:
  - (1) the prices negotiated 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 during negotiations 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 Proposal 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 SOQ; and

- (5) 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.
  
- (l) By submission of this SOQ, 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 the forms included in the SOQ that are submitted to CRRA as part of its SOQ are identical in form and content to the preprinted forms in the SOQ except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.
  
- (m) Proposer and all its affiliates and subsidiaries understand that by submitting a SOQ, 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:
  - (1) 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 SOQs by CRRA or any of its directors, officers, employees or authorized agents;
  - (2) any agreement entered into for services (or any part thereof); and/or
  - (3) any award or non-award of a contract for services (or any part thereof) pursuant to this procurement.

## **5. ATTACHMENTS**

All SOQ Forms and other information submitted by the Proposer are made a part of this SOQ.



**6. NOTICES**

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

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

**7. ADDITIONAL REPRESENTATIONS**

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

**AGREED TO AND SUBMITTED ON** , 2008.

Name of Proposer:	
Signature of Proposer Representative:	
Name and Title:	
Address:	
Telephone:	
Fax:	
E-Mail:	