

APPENDIX 1
DISTRIBUTION LIST FOR RFQ

**DISTRIBUTION LIST FOR RFQ
(Presented in alphabetical order)**

American Waste Management Services
24 Warren Street
Westborough, MA 01581
Jason Miller, Territory Sales Manager
Phone 508-329-1324
Fax 206-984-0107
Cell 617-794-6289
jmiller@awmsi.com

AmeriTech Environmental Services, Inc.
P.O. Box 539
393 Harold L. Dow Highway
Eliot, ME 03903
Oscar Wilkins, Vice President
Phone 877-736-8226
Fax 207-438-9302
oscarw@ameritechusa.com

Apex Sanitary Landfill
65 Central Avenue
Kearny, NJ 07032
Anthony Rizzo, Chief Operating Officer
Phone 973-344-2200
Fax 973-344-0022
Anthony@newjerseyrail.com

Casella Waste Management
798 Cascadilla Street, Suite 100
Ithaca, NY 14850
Tom Colucci, Landfill Marketing Manager
Phone 607-277-4820
Fax 607-277-0599
tom.colucci@casella.com

City Carting, Inc.
P.O. Box 17250
Stamford, CT 06907
Joe Fiorillo, Director of Operations
Phone 203-324-4090
Fax 203-327-4880
citycart@citycart.net

Clean Earth, Inc.
334 South Warminster Road
Hatboro, PA 19040
Daniel Morrow, Project Developer
Phone 215-734-1400
Fax 215-734-1416
morrowd@cleaneearthinc.com

Copes Rubbish Removal, Inc.
81 Dinunzio Road
Oakville, CT 06779
Bill Dunbar, Jr., General Manager
Phone 860-274-1444
Fax 860-417-0693
wldjr@copesrubbish.com

Covanta Energy
Reserve Road, Gate 20
Hartford, CT 06114
Cheryl L. Thibeault, Business Manager
Phone 860-240-7133
Fax 860-240-7106
cthibeault@covantaenergy.com

Cranesville Block Company, Inc.
1250 Riverfront Center
Amsterdam, NY 12010
John A. Tesiero, III, Vice President
Phone 518-684-6139
Fax 518-684-6141 or 518-684-0127
jtesierorii@cranesville.com

CWPM, LLC
P.O. Box 415
Plainville, CT 06062
Mike Calandra, Operations Manager
Phone 860-229-5368
Fax 860-793-2624
mikec@cwpm.net

DW Transport & Leasing Inc.
33 Pequot Road
Uncasville, CT 06382
David Waddington, Jr., Director of Operations
Phone 860-848-1692
Fax 860-848-2669
dwjrr@dwtransport.com

RFQ Distribution List (continued)

EPIC - "a Synagro affiliated Company"
100 Stierli Court, Suite 103
Mount Arlington, NJ 07856
Peter Sarin, Vice President – Rail Services
Phone 973-601-9212 x 208
Fax 973-601-9218
psarin@synagro.com

Green Valley Enterprises, Inc.
P.O. Box 259
South Deerfield, MA 01373
Jeff Goulet, Operations Manager
Phone 413-665-1324
Fax 413-665-1327
jeffgoulet@att.net

Interstate Waste Service
200 Sterling Mine Road
Sloatsburg, NY 10974
Robert P. Sochovka, Capital Project Manager
Phone 717-729-5227
Fax 845-753-6917
rsochovka@iswaste.com

John C. Holland Enterprises, Inc.
4801 Nansemond Parkway
Suffolk, VA 23435
John C. Holland, President
Phone 757-488-5616
Fax 757-488-5835
thealey100@earthlink.net

Kimble Companies
3596 State Route 39 NW
Dover, OH 44622
Scott Walker, Manager, Business Development
Phone 330-343-1226
Fax 330-343-7560
swalter@kimbleclay.com

MHF Logistical Solutions, Inc.
800 Cranberry Woods Drive, Suite 450
Cranberry Township, PA 16066
Pat Alcorn, Business Development Manager
Phone 724-772-9800 x 5546
Fax 724-772-9850
Patrick_alcorn@mhfls.com

Murphy Road Recycling
15 Mullen Road
Enfield, CT 06082
Jonathan Murray
Phone 860-746-3218
Fax 860-741-5927
Cell: 860-808-6047
jonathan@usarecycle.com

PMC Recycling Corp.
2014 Hering Avenue
Bronx, NY 10461
Thomas Roga, President
Phone 718-518-9800
Fax 718-518-9888
pmc-mercury@hotmail.com

Project Management Associates LLC
P.O. Box 271777
West Hartford, CT 06127
David Brown, President
Phone 860-561-5211
Fax 860-561-2111
dbrown@consultpma.net

Riccelli Enterprises, Inc.
P.O. Box 6418
Syracuse, NY 13217
Richard J. Riccelli, Vice President
Phone 315-433-5115 x 203
Fax 315-433-1920
Cell 315-559-6300
richr@riccellitrucking.com

Rustick, LLC (also see Mainland Technologies)
19 Ness Lane
Kane, PA 16735
Randy Hendricks, Chief Financial Officer
Phone 215-513-2970
Fax 215-513-2974
randy@swsolutionsllc.com

Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Mischelle Mische, Civil Engineer
Phone 562-908-4288 x 2488
mmische@lacsdsd.org

RFQ Distribution List (continued)

Santaro Development LLC
6755 Manlius Center Road (13057)
East Syracuse, NY 13057
Louis Santaro, President
Phone 315-413-0495
Fax 315-413-0262
Cell 315-952-4720
dumpstersantaro@aol.com

Seneca Meadows, Inc.
1786 Salcman Road
Waterloo, NY 13165
Robert (Rocky) LaRocca, Business Development
Manager
Phone 315-539-5624
Fax 315-539-3097
rlarocca@iesi.com

Solid Waste Services Inc.
d/b/a J.P. Mascaro & Sons
2650 Audubon Road
Audubon, PA 19403
Dennis McVeigh, Director of Transportation
Phone 267-933-6020
Fax 267-933-6021
eileenh@jpmascaro.com

Transload America Inc.
76 South Orange Avenue, Suite 208
South Orange, NJ 07079
Sherry Mulhearn, Regional Vice President
Phone 973-762-6060
Fax 973-762-6169
Cell 401-413-6213
smulhearn@transloadamerica.com

Transload of North America
318 Ashland Road
Middlesex, NJ 08846
Phil Embrascia, Vice President of Operations
Phone 732-271-7055
Fax 732-271-7097
pembrascia@aol.com

Trinity Transportation Corp.
214 Blydenburgh Road
Islandia, NY 11749
Mike Avery, General Manager
Phone 613-342-9673
Fax 613-342-9676
mikea@ttcli.com

Tully Environmental, Inc.
127-50 Northern Boulevard
Flushing, NY 11368
Jonathan Kondash, Project Engineer
Phone 718-446-7000 x 233
Fax 718-458-5199
jkondash@tullyenvironmental.com

Waste Management of New Hampshire
30 Rochester Neck Road
P.O. Box 7065
Rochester, NH 03839
Ken Verhelle, Industrial Account Manager
Phone 603-770-3387
Fax 603-330-2198
kverhelle@wm.com

Waste Solutions Group
111 Brook Street, 3rd Floor
Scarsdale, NY 10583
William Gay, Executive Vice President
Phone 914-713-0671
Fax 914-713-0672
bill@wastesolutionsgroup.com

Wheelabrator Technologies Inc.
331 Southwest Cutoff Road
Millbury, MA 01527
Robert P. Jacques
Phone 508-612-5114
Fax 508-845-4932
Cell 508-612-5114
rjacques@wm.com

Willimantic Waste Paper Co. Inc.
P.O. Box 239
Willimantic, CT 06226
Tim DeVivo, Treasurer
Phone 860-423-4527
Fax 860-456-7551
tdevivo@williwaste.com

APPENDIX 2
SOQ FORMS

SOQ FORM 1
SOQ FORM

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, 6th 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;
- (b) To execute and deliver to CRRRA the Contractor's Certification concerning gifts; and
- (c) 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):

- (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) Proposer agrees that, pursuant to Conn. Gen. Stat § 22a 270 (as the same may be amended or superseded from time to time) CRRA has an exemption from all Connecticut State taxes and the payment thereof. Without limiting the scope of the preceding sentence, pursuant to Section 12-412(92) of the Connecticut General Statutes, the sale of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut State sales and use tax. Accordingly, Contractor hereby represents that no Connecticut State tax is or will be included in the Service Fees, and Contractor shall not charge or pass through any such tax to CRRA, regardless of whether Contractor has incurred any Connecticut State Tax in its performance of the Contract. Contractor also represents that all funds provided by CRRA as reimbursement for services provided hereunder shall be used or consumed in connection with the use and operation of the Facilities.

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:	



PROPOSER'S (BIDDER'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 criminal investigation?</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the 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 civil investigation?</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the 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 criminal investigation?</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<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 civil investigation?</p> <p><i>If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No



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.

	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, ship to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor registered with the DECD 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 Request for Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violation from the State of Connecticut Ethics Commission during the three-year period preceding the 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

- ¹ 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.



**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.)

Attached are the policies and procedures, which have not been modified or rescinded, adopted by the appropriate governing body or management of _____ *[Name of entity]*.

In carrying out its obligations under the Agreement for Transportation and Disposal of Ash for the Mid-Connecticut Resource Recovery Facility and the Wallingford Resource Recovery Facility, and for Disposal of Ash from the Preston Resource Recovery Facility, _____ *[Name of entity]*.

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.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of _____, 20 ____.

By: *[Signature]* _____

Print Name: _____

Title: _____



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), 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. _____ (firm name) seeks to enter into the "Agreement" which is the subject of this Request For Bids/Proposals/Qualifications 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 ¹

(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

¹ 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.

**SOQ FORM 6
BID BOND**

FINAL

STATEMENT OF QUALIFICATIONS BOND FORM

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

PROPOSER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

--	--

OWNER (Name and Address):

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

PROPOSAL

DUE DATE:	
AMOUNT:	
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	Ash Transportation and Disposal Services for the Mid-Connecticut Resource Recovery Facility and Wallingford Resource Recovery Facility and Ash Disposal Services for the Preston Resource Recovery Facility

BOND

BOND NUMBER:	
DATE <small>(Not later than Bid/Proposal Due Date):</small>	
PENAL SUM:	One Hundred Thousand DOLLARS (\$100.000.00)

IN WITNESS WHEREOF, Surety and Bidder/Proposer, intending to be legally bound hereby, subject to the terms printed on Page 2 hereof, do each cause this Bid/Proposal Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER/PROPOSER

SURETY

--

(SEAL)

--

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

SIGNATURE:		SIGNATURE:	
NAME AND TITLE:		NAME AND TITLE:	

TERMS AND CONDITIONS TO BID/PROPOSAL BOND

1. Bidder/Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder/Proposer any difference between the total amount of Bidder's/Proposer's bid/proposal and the total amount of the bid/proposal of the next lowest, responsible and responsive bidder/proposer as determined by Owner for the Work/Service required by the Contract Documents, provided that:
 - 1.1 If there is no such next lowest, responsible and responsive bidder/proposer, and Owner does not abandon the Project, then Bidder/Proposer and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's/Proposer's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder/Proposer shall occur upon the failure of Bidder/Proposer to deliver within the time required by the Bid/Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement and related documents required by the Bid/Proposal Documents and any performance and payment bonds required by the Bid/Proposal Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's/Proposer's bid/proposal and bidder/proposer delivers within the time required by the Bid/Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement and related documents required by the Bid/Proposal Documents and any performance and payments bonds required by the Bid/Proposal Documents and Contract Documents, or
 - 3.2 All bids/proposals are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder/ Proposer within the time specified in the Bid/Proposal Documents (or any extension thereof agreed to in writing by Bidder/Proposer and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder/Proposer and within 30 calendar days after receipt by Bidder/Proposer and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder/Proposer, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid/Proposal Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder/Proposer and Surety and in no case later than one year after Bid/Proposal Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder/Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

ASH TRANSPORTATION AND DISPOSAL SERVICES FOR THE MID-CONNECTICUT RESOURCE RECOVERY FACILITY AND WALLINGFORD RESOURCE RECOVERY FACILITY AND ASH DISPOSAL SERVICES FOR THE PRESTON RESOURCE RECOVERY FACILITY

(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/statement of qualifications submitter 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 statement of qualifications ("SOQ") for the Agreement that is the subject of this RFQ (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful submitter 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 SOQ 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 SOQ for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the SOQ 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 SOQ 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.

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

entity or nonprofit organization that is the state contractor or prospective state contractor.

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

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

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

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

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

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

--	--

OWNER (Name and Address):

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

AGREEMENT

DATE:	
AMOUNT:	
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	Ash Transportation and Disposal Services for the Mid-Connecticut Resource Recovery Facility and Wallingford Resource Recovery Facility and Ash Disposal Services for the Preston Resource Recovery Facility

BOND

BOND NUMBER:	
DATE: <small>(Not earlier than Agreement Date)</small>	
AMOUNT:	DOLLARS (\$ _____)

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

CONTRACTOR AS PRINCIPAL

SURETY

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

SIGNATURE:		SIGNATURE:	
NAME AND TITLE:		NAME AND TITLE:	

TERMS AND CONDITIONS TO PERFORMANCE BOND

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the foregoing Agreement, the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.
2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
 - 3.3. The Owner has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Agreement in accordance with the terms of the agreement with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement;
or
 - 4.2. Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a
qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or
- 4.4. Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
 - 6.2. Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Agreement Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.
 - 12.2. Agreement: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.
 - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any of the terms of the Agreement.
 - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

LETTER OF INTENT FROM SURETY TO PROVIDE PERFORMANCE BOND

(to be typed on Surety's Letterhead)

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

Dear Mr. Egan:

_____ (the "Proposer") has submitted a SOQ in response to the Connecticut Resources Recovery Authority's ("CRRRA") Request for Qualifications to Provide Ash Transportation and Disposal Services for the Mid-Connecticut Resource Recovery Facility and Wallingford Resource Recovery Facility, and Ash Disposal Services for the Preston Resource Recovery Facility, January 2008 (the "RFQ").

We have reviewed the Proposer's SOQ which will form the basis of the contract(s). We hereby certify that we intend to provide required Performance Bonding set forth in this RFQ in the event the Proposer is selected for final negotiations and execution of the contract(s). Further, be advised that Performance Bonding of \$12,000,000 or more is available to the Proposer, if required. **[If said amount is not available, please state the amount (\$_____) that is available.]**

Name of Surety

Name of Authorized Signatory

Signature

Title

LETTER OF CREDIT
To Be Issued By a Connecticut Bank Or By a National Banking Association

Irrevocable Standby Letter Of Credit No.	[LETTER OF CREDIT #]		
Issuance Date:	[DATE]	Expiration Date:	[DATE]
Beneficiary:	Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103		

Gentlemen:

We hereby establish our Irrevocable Standby Letter Of Credit No. **[Letter Of Credit #]** in favor of the "Beneficiary," Connecticut Resources Recovery Authority ("CRRA"), at the request and for the account of **[Name of Contractor]**, for the sum or sums up to the aggregate amount of **[amount of Letter Of Credit]** available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at this office not later than our close of business on **[Date]** or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter Of Credit No. **[Letter Of Credit #]**."

Drafts must be accompanied by a certified statement from the Beneficiary that **[name of Contractor]** has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Agreement concerning Ash Transportation and Disposal Services for the Mid-Connecticut Resource Recovery Facility and Wallingford Resource Recovery Facility and Ash Disposal Services for the Preston Resource Recovery Facility between **[name of Contractor]** and CRRA, dated as of **[Date]**.

Partial drawings hereunder are permitted.

We hereby agree with you that drafts drawn under and in compliance with the above terms of this Letter Of Credit shall be duly and promptly honored on due presentation and delivery to us on or before the above-referenced expiration date or any duly extended expiration date.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of **[name of the issuing Connecticut Bank or National Banking Association]** under this Letter of Credit is the individual obligation of **[name of the issuing Connecticut Bank or National Banking Association]** and is in no way contingent upon reimbursement with respect thereto.

It is a condition of this Letter Of Credit that it is deemed to be automatically extended without amendment for one (1) year from the expiration date stated above, or any future expiration date, unless not later than ninety (90) days prior to the expiration date stated above or the then current expiration date we notify you by registered mail that we elect not to renew this Letter Of Credit for any such additional period.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter Of Credit shall be duly honored by us at your first demand, notwithstanding any contestation or dispute between you and **[name of Contractor]**, if presented to us in accordance with the provisions hereof.

This Letter of Credit is subject to and governed by the laws of the State of Connecticut, the decisions of the courts of that state, and the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500 and in the event of any conflict, the laws of the State of Connecticut and the decisions of the courts of that state will control. If this Letter Of Credit expires during an interruption of business of this bank as described in Article 17 of said Publication 500, **[name of issuing Connecticut Bank or National Banking Association]** hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business from such interruption.

Very truly yours,

Authorized Signature for

[name of issuing Connecticut Bank or National Banking Association]

INSURANCE COMPANY LETTER OF INTENT

(to be typed on Insurance Company's Letterhead)

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

Dear Mr. Egan:

_____ (the "Proposer") has submitted a SOQ in response to the Connecticut Resources Recovery Authority's ("CRRRA") Request for Qualifications to Provide Ash Transportation and Disposal Services for the Mid-Connecticut Resource Recovery Facility and Wallingford Resource Recovery Facility, and Ash Disposal Services for the Preston Resource Recovery Facility, January 2008 (the "RFQ").

The Insurance Company has reviewed the Proposer's SOQ which will form the basis of the contract(s). The Insurance Company hereby certifies that it intends to provide all Required Insurance set forth in this RFQ in the event the Proposer is selected for final negotiations and execution of the contract(s).

Name of Insurance Company

Name of Authorized Signatory

Signature

Title

SOQ FORM 1

(To be completed if Proposer is a publicly traded or private company)

FINANCIAL RESOURCES DATA

(To be completed for Proposer, Guarantor and Major Participating Firms*)

Name of company completing form

Name of individual completing form

Signature

1. Bond Information

Current bond ratings on two most recent senior debt issues.

	Issue Description	Moody's Rating	S&P's Rating
Issue 1			
Issue 2			

2. Financial Indicators

Please complete the following table.

Fiscal Year End: _____

		1	2	3
		2004	2005	2006
A.	Total Revenues	\$	\$	\$
B.	Net Income	\$	\$	\$
C.	Total Assets	\$	\$	\$
D.	Current Assets	\$	\$	\$
E.	Total Liabilities	\$	\$	\$
F.	Current Liabilities	\$	\$	\$
G.	Equity (C-E)	\$	\$	\$

* Major Participating Firms include those whose participation amounts for 15% or more of the Annual Service Fee.

Using the information provided in the table, calculate:

A. Revenue Growth Percentages.

2005: $(A2-A1)/A1$ _____ %
 2006: $(A3-A2)/A2$ _____ %

B. Profitability Percentages.

Return on Revenue

2004: $B1/A1$ _____ %
 2005: $B2/A2$ _____ %
 2006: $B3/A3$ _____ %

Return on Assets

2004: $B1/C1$ _____ %
 2005: $B2/C2$ _____ %
 2006: $B3/C3$ _____ %

C. Leverage Ratio

2004: $E1/G1$ _____
 2005: $E2/G2$ _____
 2006: $E3/G3$ _____

D. Net Worth

2004: $C1-E1$ \$ _____
 2005: $C2-E2$ \$ _____
 2006: $C3-E3$ \$ _____

E. Liquidity Ratio

2004: $D1/F1$ _____
 2005: $D2/F2$ _____
 2006: $D3/F3$ _____

3. Dunn and Bradstreet Rating (Private Companies Only)

Provide a copy of the D&B rating for the most recent year it was prepared.

CRRA VEHICLE SAFETY STANDARDS COMPLIANCE

Proposers for the transportation and disposal of ash from the CRRA Mid Connecticut Resource Recovery Facility and Wallingford Resource Recovery Facility are required to be in compliance with and not limited to the following Federal Motor Carrier Safety Administration and State of Connecticut D.O.T. vehicle safety requirements.

This section must be fully completed and a **NO** answer should be addressed in writing and attached to the Proposal.

Proposer’s drivers or their sub contracted drivers have a CDL or are licensed to drive both in and out of the State of Connecticut.

Yes _____ No _____

Proposers have record on file of driver's vehicle driving record.

Yes _____ No _____

Proposers have records of vehicles being used regarding transport weight capacity and compliance with Federal and CT. D.O.T. safety guidelines.

Yes _____ No _____

Proposers have vehicle maintenance procedures / schedules for both theirs and that of their sub contractor vehicles.

Yes _____ No _____

Proposers have safety procedures for theirs and that of their sub contractor vehicles regarding (Hand-Operated Controls, Foot Operated Controls, and Dash Board Displays) as outlined in both the Federal and CT State Safety Standards.

Yes _____ No _____

By: _____
(Signature)

(Printed Name)

(Proposer)