



**REQUEST FOR BIDS
("RFB")
FOR
INSPECTION AND MAINTENANCE OF
THE SHELTON LANDFILL
ASH LEACHATE COLLECTION AND TREATMENT SYSTEM
(RFB Number FY08-EN-008)**

**BID DUE DATE
May 8, 2008**

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

April 9, 2008

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**REQUEST FOR BIDS
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**SECTION 1
NOTICE TO CONTRACTORS
INVITATION TO BID**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO CONTRACTORS – INVITATION TO BID

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 the Shelton Landfill located at 866 River Road (State Route 110) in Shelton, Connecticut. The Shelton Landfill is closed.

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the inspection and maintenance of the ash leachate collection and treatment system at the Shelton Landfill for the three-year period from July 1, 2008 through June 30, 2011.

Request for Bid (“RFB”) package documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning **Wednesday, April 9, 2008**. The documents will also be available beginning on the same date on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page.

There will be a mandatory pre-bid conference and tour of the site for all prospective bidders. **The mandatory pre-bid conference and tour will be held at the Shelton Landfill at 10:00 a.m., Thursday, April 17, 2008.** Any prospective bidder intending to participate in the tour must contact David Bodendorf, Senior Environmental Engineer, at (860) 757-7721 at least 24 hours in advance of the pre-bid conference and site tour.

Sealed bids must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Thursday, May 8, 2008. Bids received after the time and date set forth above shall be rejected. All bids shall remain open for ninety (90) days after the bid due date.

Bids will be opened at CRRA’s convenience on or after the bid due date. Note that all information submitted by a firm responding to this RFB is subject to the Freedom of Information Act.

All questions regarding this RFB must be submitted **in writing** to David Bodendorf, Senior Environmental Engineer, by e-mail (dbodendorf@crra.org), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., Thursday, April 24, 2008. Any firm considering submitting a bid is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Bodendorf.

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ASH LEACHATE COLLECTION AND TREATMENT SYSTEM**

**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

INSPECTION AND MAINTENANCE OF THE SHELTON LANDFILL ASH LEACHATE COLLECTION AND TREATMENT SYSTEM

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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, five landfills (three of which are closed) and twelve transfer stations. 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.

One of CRRA's closed landfills is the Shelton Landfill located at 866 River Road (State Route 110) in Shelton, Connecticut. The Shelton Landfill is closed. It no longer accepts shipments of waste for disposal.

Two of the areas at the Shelton Landfill are the Northeast and Southeast Lined Ash Areas. These two Areas were constructed with ash leachate collection and treatment systems. When the two Areas were closed, the two systems were combined into one ash leachate

collection and treatment system. The system continues to operate even though the Landfill is closed.

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the inspection and maintenance of the ash leachate collection and treatment system at the Shelton Landfill for the three-year period from July 1, 2008 through June 30, 2011.

2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Documents Available	Wednesday, April 9, 2008
Pre-Bid Conference and Site Tour	Thursday, April 17, 2008
Deadline for Written Questions	Thursday, April 24, 2008
Response to Written Questions	No Later Than Monday, May 5, 2008
Bids Due at CRRA	Thursday, May 8, 2008
Selection and Notice of Award Issued	Friday, May 30, 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 bids and republish this RFB. CRRA also reserves the right at its sole and absolute discretion to terminate this RFB process at any time prior to the execution of any Agreement.

3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Agreement:** The Terms And Conditions and all exhibits to the Bid Form.
- (c) **Contract Documents:**
 - (1) The Agreement;
 - (2) RFB Package Documents (defined below);
 - (3) Addenda;

- (4) Contractor's Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-bid documentation submitted prior to the Notice Of Award);
 - (5) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder]; and
 - (6) Any written amendments to the Agreement.
- (d) **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.
- (e) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (f) **Project:** The provision by the successful bidder of the services required for inspecting and maintaining the ash leachate collection and treatment system at the Shelton Landfill, in accordance with the Contract Documents.
- (g) **Property:** The certain parcel of real property located at 866 River Road (State Route 110) in Shelton, Connecticut 06484, upon which property CRRA formerly operated and now provides post-closure monitoring and maintenance for the Shelton Landfill.
- (h) **RFB Package Documents:**
- (1) Notice To Contractors – Invitation To Bid;
 - (2) Instructions To Bidders;
 - (3) Bid Form;
 - A. Scope Of Services;
 - B. Compensation Schedule [To be filled out by each bidder];
 - C. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 - D. Certification Concerning Nondiscrimination;
 - E. Contractor's Certification Concerning Gifts;
 - F. CRRA President's Certification Concerning Gifts;
 - (4) Background And Experience Form;
 - (5) References Form;
 - (6) Certification Concerning Nondiscrimination;
 - (7) Issues And Questions To Be Addressed;
 - (8) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;

- (9) Notice Of Award, with Contractor Certification Concerning Gifts attached [To be executed by successful bidder];
- (i) **Site:** Those areas of the Property upon which any of the Work is to be performed, furnished and completed by the successful bidder in accordance with the Contract Documents; and
- (j) **Terms And Conditions:** Section 4 of the Bid Form.

Terms used, but not defined, in this Instructions To Bidders shall have the same respective meanings assigned to such terms in the Agreement.

4. Communications With CRRA Staff and Board Members

Except as otherwise authorized by this Instructions To Bidders, during the period while the RFB process is active (i.e., from the date CRRA issues the RFB until the date the successful bidder accepts the Notice Of Award), contractors contemplating or preparing bids are prohibited from contacting CRRA staff or CRRA Board of Director members in an ex parte manner to discuss the RFB submission process. A contractor's RFB submission shall be rejected if any of the foregoing ex parte communications take place.

5. Scope Of Services

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the inspection and maintenance of the ash leachate collection and treatment system at the Shelton Landfill for the three-year period from July 1, 2008 through June 30, 2011 (the "Services"). The Services will include, but will not be limited to, the following:

- (a) Mobilization and demobilization;
- (b) Inspection and maintenance of all pumps, transducers, piping, valves, totalizers, lift stations, telemetry, storage tanks, PLC, chart recorders, relays, alarms, mixers and any other equipment that is part of the ash leachate collection and treatment system;
- (c) Written documentation of all inspection and maintenance activities;
- (d) Preparation and submission of monthly, semi-annual, and annual inspection reports; and
- (e) Supply and maintenance of spare parts inventory.

The Services to be conducted under the Agreement are more particularly described in **Exhibit A** of the Bid Form.

If additional work is required during the term of the Agreement at the Shelton Landfill, CRRA will issue Requests For Services to the successful bidder for the specific additional work to be performed.

6. Availability of RFB Package Documents

Complete sets of the RFB Package Documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning Wednesday, April 9, 2008.

All of the documents are also available in PDF format beginning on the same date on the World Wide Web at:

<http://www.crra.org> on the "Business Opportunities" page, under the "RFB: Inspection And Maintenance Of The Hartford Landfill Ash Leachate Collection And Treatment System" heading.

All of the forms included in the documents are available for downloading in Microsoft Word format at CRRA's web site. Bidders can fill out the forms by typing the answers on a computer keyboard. Bidders can then print the forms and submit them with their bids. CRRA encourages bidders to make use of the downloaded Word forms.

7. Mandatory Pre-Bid Conference And Site Tour

A mandatory pre-bid conference and tour of the Site for all prospective bidders will be conducted by CRRA staff at 10:00 a.m. Eastern Time on Thursday, April 17, 2008. Bids submitted by a bidder who did not attend the mandatory pre-bid conference and site tour shall be rejected. Alternate times for visiting the Site will not be allowed.

Prospective bidders should contact David Bodendorf, Senior Environmental Engineer, at (860) 757-7721 at least 24 hours prior to the mandatory pre-bid conference and site tour to make arrangements for participating in the tour and for directions to the Site. Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this bid solicitation.

8. Addenda And Interpretations

CRRA may issue Addenda to the Bid Package Documents that shall, upon issuance, become part of this package and binding upon all potential or actual bidders for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in this bid package must be **submitted in writing to David Bodendorf, Senior Environmental Engineer, by e-mail (dbodendorf@crra.org), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722).** To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Thursday, April 24, 2008.

Addenda, if any, issued prior to the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who picked up or requested a printed copy from CRRA of the bid package documents or who otherwise notified CRRA of their interest in the RFB. Such addenda will also be posted on CRRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFB: Inspection And Maintenance Of The Shelton Landfill Ash Leachate Collection And Treatment System" heading).

Addenda issued after the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who attended the pre-bid conference and site tour and will be posted on CRRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFB: Inspection And Maintenance Of The Shelton Landfill Ash Leachate Collection And Treatment System" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

Failure of any bidder to receive any such Addenda shall not relieve such bidder 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.**

9. Bid Submittal Procedures

Sealed bids shall be submitted no later than 3:00 p.m., Eastern Time, Thursday, May 8, 2008 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: David Bodendorf. Bids received after the time and date set forth above shall be rejected.

Each bidder must submit one (1) original and two (2) copies of its bid. The original bid shall be stamped or otherwise marked as such.

Each bid (the original and two copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For Inspection And Maintenance Of The Shelton Landfill Ash Leachate Collection And Treatment System."

Bids shall remain open and subject to acceptance for ninety (90) days after the bid due date.

The terms and conditions of the Agreement (Section 4 of the Bid Form are non-negotiable.

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

10. Bid Contents

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

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

- (a) Title page, including the title of the project, the name of the bidder and the date the bid is submitted;
- (b) The Bid Form (Section 3 of this RFB), including the Exhibits, with Addenda, if any, listed in the appropriate place (Page 3 of the Bid Form), the name and address of the contact for Notices listed in the appropriate place (Page 20 of the Bid Form), the completed agreement section (Page 20 of the Bid Form);
- (c) *The completed Compensation Schedule (Exhibit B* of the Bid Form);
- (d) The completed Background And Experience Form (Section 4 of this RFB);
- (e) The completed References Form (Section 5 of this RFB);
- (f) The completed Certification Concerning Nondiscrimination (Section 7 of this RFB), with the bidder's nondiscrimination policies and procedures attached; and
- (g) Answers to the Issues And Questions To Be Addressed (Section 8 of this RFB), with the answer to each question beginning on a new page; and
- (h) A copy of the bidder's up-to-date certificate of insurance showing all current insurance coverage.

Bidders should not include in their bids other portions of the Bid Package Documents (e.g., this Instructions To Bidders).

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

11. Bid Opening

All bids will be opened at CRRA's convenience on or after the bid due date.

CRRA reserves the right to reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process for this Project.

12. Bid Evaluation

The award of the contract for the Work will be made, if at all, to the bidder(s) whose evaluation by CRRA results in CRRA determining that such award to such bidder(s) is in the best interests of CRRA. **However, the selection of a bidder(s) 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.

CRRA will base its evaluation of the bids on price, qualifications, demonstrated skill, ability and integrity of each bidder to perform the Work 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.

13. Contract Award

If the contract is to be awarded, CRRA will issue to the successful bidder(s) a Notice Of Award within ninety (90) days after the bid due date.

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 bidder and subsequently awarding the Notice of Award to another bidder. Such action by CRRA shall not constitute a breach of this RFB by CRRA since the Notice Of Award to the initial bidder is deemed to be void ab initio and of no effect as if no Agreement ever existed between CRRA and the initial bidder.

14. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful bidder(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFB and the date the Agreement is executed. If the apparently successful Bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which the bidder 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 RFB (see Attachment A to Section 10 of the RFB).

15. Bidder's Qualifications

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

16. Bid Preparation And Other Costs

Each bidder shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its bid, 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 BIDS
FOR
INSPECTION AND MAINTENANCE OF
THE SHELTON LANDFILL
ASH LEACHATE COLLECTION AND TREATMENT SYSTEM**

**SECTION 3
BID FORM**



BID FORM

PROJECT: Bridgeport
RFB NUMBER: FY08-EN-008
CONTRACT FOR: Inspection And Maintenance Of The Shelton Landfill Ash Leachate Collection And Treatment System
BIDS SUBMITTED TO: Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

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1. DEFINITIONS

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

2. BIDDER'S OBLIGATIONS

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

- (a) To satisfy any conditions set forth in such Notice of Award to CRRA's satisfaction, including to execute and deliver to CRRA the Contractor's Certification Concerning Gifts (see **Exhibit A** to the Notice Of Award);
- (b) To comply with and be bound by the terms and conditions contained in Section 4 of this Bid Form (the "Terms And Conditions");
- (c) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents for the applicable prices, rates and/or costs set forth in this Bid (**Exhibit B** of this Bid Form) and in accordance with the terms and conditions of the Contract Documents and Agreement;
- (d) At the request of CRRA and if the successful Bidder 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*; and

- (e) To hold this Bid open and subject to acceptance for ninety (90) days after the Bid due date.

3. BIDDER’S REPRESENTATIONS

3.1 General

In submitting this Bid, Bidder accepts all terms and conditions of the Contract Documents, all of which terms and conditions are deemed to be incorporated herein by reference as if such terms and conditions had been fully set forth herein.

3.2 Concerning Examination of Contract Documents

In submitting this Bid, Bidder represents that:

- (a) Bidder has thoroughly examined and carefully studied the RFB 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 Bid 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) Bidder 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) Bidder has studied and carefully correlated Bidder’s knowledge and observations with the Contract Documents and such other related data;
- (e) Bidder has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Bidder;

- (f) If Bidder has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Bidder is aware of the general nature of work to be performed by CRRA and others that relates to the Services for which this Bid is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Services for which this Bid is submitted.

3.3 Concerning Site Conditions

In submitting this Bid, Bidder acknowledges and agrees that:

- (a) All information and data included in this RFB package relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the bidders;
- (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 Site;
- (c) Bidder is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Bidder has visited the Site 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.

3.4 Concerning Information Made Available

In submitting this Bid, Bidder acknowledges and agrees that Bidder shall not use any information made available to it or obtained in any examination made by it in connection with this RFB 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.

3.5 Concerning State Of Connecticut Taxes

In submitting this Bid, Bidder acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Bidder shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Bidder's performance of this Agreement, nor shall Bidder include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Bidder 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 Bid or other submittal to CRRA in connection with this RFB.

3.6 Concerning Disclosure Of Information

In submitting this Bid, Bidder:

- (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 Bidder's Bid is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Bidder 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.

3.7 Concerning Non-Collusion

By submission of this Bid, the Bidder, together with any affiliates or related persons, 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 Bid 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 Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to "opening" to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a Bid for the purpose of restricting competition;

- (d) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the Services over any other Bidder for the Services or over CRRA.

3.8 Concerning RFB Forms

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

3.9 Waiver Of Damages

Bidder and all its affiliates and subsidiaries understand that by submitting a Bid, Bidder is acting at its and their own risk and Bidder 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 Bids/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.

3.10 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 9 [SEEC Form 11] of the RFB.

4. TERMS AND CONDITIONS

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders and the Agreement. The term "Contractor" shall mean bidder.

4.1 Contractor's Responsibilities

Contractor shall be responsible for furnishing all labor, materials, supplies, tools, equipment, parts, facilities and any other property in order to perform inspection and maintenance services for the ash leachate collection and treatment system at the Shelton Landfill (the "Landfill"), including, but not limited to, the services set forth in Exhibit A attached hereto and made a part hereof (hereinafter collectively referred to as the "Services").

4.2 Performance and Completion of Services

Contractor shall perform and complete all Services in a good workmanlike manner consistent and in accordance with:

- (a) Any and all instructions, guidance and directions provided by CRRA to Contractor;
- (b) The Contract Documents;
- (c) The Terms And Conditions of this Agreement;
- (d) All Laws And Regulations; and
- (e) The highest industry standards applicable to Contractor and its performance of the Services.

Items (a) through (e) above are hereinafter collectively referred to as the "Standards."

4.3 Direction Of Services

CRRA may, where necessary or desirable by CRRA, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Services hereunder, and Contractor shall strictly and promptly comply with such instructions, guidance and directions.

4.4 CRRA's Inspection Rights

Contractor's performance of the Services hereunder, as well as Contractor's work products resulting from such performance, are subject to inspection by CRRA. Inspections may be conducted at any time by CRRA, with or without notice to Contractor. In the event of an inspection, Contractor shall provide to CRRA any

documents or other materials that may be necessary in order for CRRA to conduct the inspection. If, after any such inspection, CRRA is unsatisfied with Contractor's performance of the Services hereunder or any of the work products resulting therefrom, Contractor shall, at the direction of CRRA, promptly render such performance or work products satisfactory to CRRA at no additional cost or expense to CRRA and without any extension of or addition to any time schedules for the remaining Services.

4.5 Change In Scope Of Services

CRRA reserves the right to determine during the term of this Agreement whether any revisions, modifications or changes to the scope of Services (i.e. non-routine and emergency services), as set forth in Section 4.1 above, are necessary. In such event, and pursuant to CRRA's request, Contractor shall promptly commence and perform the work required to accommodate such revisions, modifications or changes, which work shall be performed by Contractor in accordance with the Standards unless otherwise agreed to in writing by CRRA and Contractor. If any adjustment(s) to the I&M Contract Price (as hereinafter defined in Section 3.1) or the schedule of fees set forth in **Exhibit B** is required, or if increased or decreased compensation to the Contractor is warranted as a result of such revisions, modifications or changes, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s) or increased or decreased compensation provided that the values for the existing Services, to the extent applicable, shall be used to determine the appropriate increase or decrease for such adjustments or the amount of such modified compensation. Contractor shall promptly commence and perform any work required by such revisions, modifications or changes even if CRRA and Contractor cannot agree on the amount of such adjustment(s) or modified compensation.

4.6 Term

The term of this Agreement shall commence on July 1, 2008 (the "Effective Date") and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on June 30, 2011.

Contractor shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by CRRA for the Services hereunder and shall make them available for inspection and audit by CRRA. Contractor's obligations under this paragraph shall survive the termination or expiration of this Agreement.

4.7 Time Is Of The Essence

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance of the Services hereunder. Accordingly, Contractor shall perform and complete any Services hereunder during the term of

this Agreement in accordance with any time schedule set forth in this Agreement or mutually agreed upon by CRRA and Contractor for such Services.

4.8 Compensation

Contractor shall be paid by CRRA for the services rendered and expenses incurred under this Agreement on the basis set forth on **Exhibit B** attached hereto and made a part hereof.

The total amount of compensation to be paid to Contractor by CRRA for all the Services to be provided pursuant to this Agreement shall be in accordance with **Exhibit B**.

The I&M Contract Price for routine operations and maintenance as set forth in Section 1 of **Exhibit B** shall be payable as set forth in Section 4.9 below. Contractor acknowledges and agrees that the I&M Contract Price constitutes the full compensation to Contractor for the routine operations and maintenance Services to be performed and completed by Contractor pursuant to this Agreement and includes all expenses and costs, including but not limited to any and all costs for labor, vehicles, equipment, materials and the operation and maintenance of all vehicles and equipment, to be incurred by Contractor in performing and completing such Services.

The M&R Compensation Schedule for non-routine maintenance and repair services as set forth in Section 2 of **Exhibit B** shall be payable as set forth in Section 4.9 below.

Except for the compensation set forth above in this Section 4.8, Contractor shall not be entitled to and CRRA shall not pay to Contractor any other compensation whatsoever for performing and completing the Services hereunder.

For employees who are eligible for and are paid a higher hourly rate for overtime than the hourly rate listed in the M&R Compensation Schedule in Section 2 of **Exhibit B**, Contractor will be entitled to reimbursement for such employee overtime when such overtime is a result of more than eight (8) hours in one day and/or more than forty (40) hours in one week worked by such an employee on this Project. Such overtime will be reimbursed as provided in Section 2 of **Exhibit B**.

Invoices shall be accompanied by an itemization of disbursements and costs (long-distance calls, photocopying, transcripts, expert witnesses, court costs, etc.) and travel expenses shall be itemized separately to indicate travel, lodging, business meeting, meals, taxis and limousines and other expenses (specially detailed). Disbursements will be reimbursed at the firm's cost.

Contractor shall not be compensated for any time spent preparing any billing documentation, or any information requested by CRRA's in house accountants/ auditors or outside auditors, State of Connecticut auditors, or CRRA in house accounting department, or related materials.

4.9 Payment Procedure

Contractor shall submit all requests for payment for Services in writing to CRRA at monthly intervals, in accordance with this Agreement.

If CRRA determines, in its sole discretion, that

- (a) The Services for which Contractor is requesting payment have been properly performed and completed in conformance with the Standards,
- (b) Contractor is not in default hereunder,
- (c) CRRA does not dispute the amount of the payment requested, and
- (d) The bill contains all of the information required hereunder,

then CRRA shall pay the amount requested within thirty (30) calendar days after its receipt of such bill.

If, however, CRRA determines that

- (a) Any of the Services for which Contractor has requested payment is not in conformance with the Standards,
- (b) Such bill does not contain all the requisite information, or
- (c) Contractor is in default hereunder,

then CRRA may, in its sole and absolute discretion, withhold all or a portion of the payment requested by Contractor and Contractor shall, if requested by CRRA, immediately take, at Contractor's sole cost and expense, all action necessary to render such Services and/or bill in conformance with the Standards, or to cure such default.

CRRA shall have no obligation under this Agreement to pay for any Services that CRRA determines have not been performed and/or completed in conformance with the Standards, and CRRA shall have no obligation to pay Contractor any amount due Contractor under this Agreement if Contractor is in default hereunder. If CRRA disputes the amount in any written request for payment submitted by Contractor, CRRA shall have the right to withhold the disputed amount until the dispute is settled. CRRA shall notify Contractor of any disputed amount and the reason(s) for disputing such amount.

4.10 Termination

CRRA may terminate this Agreement at any time by providing Contractor with ten (10) days' prior written notice of such termination. Upon receipt of such written notice from CRRA, Contractor shall immediately cease performance of any and all

Services, unless otherwise directed in writing by CRRA. Contractor shall also, prior to the termination date, remove all of its personnel and equipment from the Property and restore any portion of the Property, any improvements thereon or any completed Services that requires restoration pursuant to subsection 6.8 below

Upon CRRA's termination of this Agreement,

- (a) CRRA shall pay Contractor for all Services performed and completed by Contractor prior to the termination date, provided:
 - (1) Such Services has been performed and completed by Contractor in conformance with the Standards;
 - (2) Payment for such Services has not been previously made or is not disputed by CRRA;
 - (3) Contractor is not in default hereunder; and,
 - (4) Contractor has performed and completed all its obligations under this subsection 6.7 and subsection 6.8 below to CRRA's satisfaction, and
- (b) CRRA shall have no further liability hereunder.

Except for the payment that may be required pursuant to the preceding sentence, CRRA shall not be liable to Contractor in any other manner whatsoever in the event CRRA exercises its right to terminate this Agreement.

4.11 Restoration

Unless otherwise directed in writing by CRRA, Contractor shall:

- (a) Restore any part of the Property or any of the improvements located or to be located thereon, other than those areas of the Property or such improvements improved by Contractor pursuant to this Agreement, disturbed or damaged by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage; and
- (b) Restore or repair any completed Services so disturbed or damaged to the condition required by the Agreement for acceptance of such Services by CRRA.

4.12 Insurance

4.12.1 Required Insurance

Contractor shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the

insurance set forth below, including any required endorsements to, and amendments of, any such insurance.

- (a) Commercial General Liability insurance alone or in combination with Commercial Umbrella insurance with a limit of not less than Five Million Dollars (\$5,000,000) each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than One Million Dollars (\$1,000,000) each accident.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) for each employee for bodily injury by disease.

4.12.2 Certificates

Within ten (10) days after CRRA issues the Notice of Award to Contractor and prior to Contractor commencing any Services, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 4.12.1 above certifying that such insurance is in full force and effect and setting forth the information required by subsection 4.12.3 below. Additionally, Contractor shall furnish to CRRA, within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 4.12.1 above, a certificate or certificates containing the information required by subsection 4.12.3 below and certifying that such insurance has been renewed and remains in full force and effect.

4.12.3 Specific Requirements

All policies for each insurance required hereunder shall:

- (a) Name CRRA as an additional insured (this requirement shall not apply to workers' compensation insurance, employers' liability insurance, or Contractor's property and equipment insurance);
- (b) Include a standard severability of interest clause;

- (c) Provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
- (d) Hold CRRA free and harmless from all subrogation rights of the insurer; and
- (e) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.

4.12.4 Issuing Companies

All policies for each insurance required hereunder shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A- VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.

4.12.5 No Limitation On Liability

No provision of the Section 4.12 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.

4.12.6 Other Conditions

CRRA shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for:

- (a) The existence, non-existence, form or legal sufficiency of the insurance described on such certificates;
- (b) The solvency of any insurer; or
- (c) The payment of losses.

4.13 Contractor's Indemnity

Contractor shall at all times defend, indemnify, and hold harmless CRRA and its board of directors, officers, agents, and employees from and against any and all claims, damages, losses, judgments, workers' compensation payments, and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death) or damage to property or other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents, or employees, or (b) Contractor or any of its directors, officers, employees, agents, subcontractors, or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions, or negligence of Contractor or any of its directors, officers, employees,

agents, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, employees, agents, subcontractors, or materialmen or by faulty, defective, or unsuitable material or equipment used by it or any of them. Contractor's obligations under this Section 6.11 shall survive the termination of this Agreement. The existence of insurance shall in no way limit the scope of this indemnification.

4.14 State of Connecticut Taxes

Pursuant to Section 22a-270 of the *Connecticut General Statutes* (as the same may be amended or superceded from time to time), 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 Bid.

Contractor 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 Bid, 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 Bid.

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.

4.15 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Services for CRRRA Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved;
- (b) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);
- (c) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Contractor’s commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and

procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*. If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

4.16 Mechanic's Liens

Contractor shall claim no interest in the Property or any equipment, fixtures or improvements located or to be located thereon, including but not limited to the Site or any part thereof. Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Property. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or interests by Contractor or any of its subcontractors or materialmen. Before any subcontractor or materialman of Contractor commences any Services hereunder, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's lien is filed against CRRA or any of its properties in connection with the Services hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its option but without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor.

4.17 Landfill And Subsurface Conditions

All information and data shown or indicated in this Agreement with respect to underground facilities, surface conditions, subsurface conditions or other conditions at or contiguous to the Property are furnished for information only and CRRA does not assume any responsibility for the accuracy or completeness of such information and data. Contractor acknowledges and agrees that CRRA does not assume any responsibility for such information and data and that Contractor is solely responsible for investigating and satisfying itself as to all actual and existing Property conditions, including but not limited to surface conditions, subsurface conditions and underground facilities. Contractor has carefully studied all such information and data and Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including but not limited to surface conditions, subsurface conditions and underground facilities) at or contiguous to the Property and all other conditions or factors which may affect cost, progress, performance, furnishing or completion of the Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction or performance of the Services to be employed by Contractor and safety precautions and programs incident thereto.

Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for Contractor to conclusively determine, and Contractor has so determined, that the Services can be performed, furnished and completed in accordance with the Contract Time, the Contract Price and the other terms and conditions of this Agreement. In the event that the information or data shown or indicated in this Agreement with respect to underground facilities or surface, subsurface or other conditions at or contiguous to the Property differs from conditions encountered by Contractor during performance of the Services, there shall be no increase in the Contract Price and/or no extension of the Contract Time as a result of such differing conditions, unless CRRA, in its sole and absolute discretion, agrees to such increase and/or extension.

4.18 Methane Gases

Contractor acknowledges the presence of methane gases at the Property. Contractor covenants and agrees that it and its employees, agents, sub-Contractors and materialmen shall take all necessary precautions with respect to the presence of methane gases at all times at the Property, including, but not limited to, prohibiting the presence of any open flames, sparks, smoking or any other activity which might ignite any of the methane gases present at the Property.

4.19 Access

CRRA hereby grants to Contractor access to only those areas of the Property necessary for Contractor to perform the Services hereunder, provided that:

- (a) Contractor shall not interfere with any other operations or activities being conducted on the Property by either CRRA or any other person or entity;
- (b) Contractor directly coordinates with CRRA on such access and Contractor's storage of any equipment or materials on the Property; and
- (c) Contractor is in compliance with all of the terms and conditions of this Agreement.

CRRA reserves the right to revoke the access granted to Contractor herein if Contractor fails to comply with any of the foregoing conditions of access.

4.20 Miscellaneous

4.20.1 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

4.20.2 Governing Law

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

4.20.3 Assignment

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party.

4.20.4 Modification

This Agreement may not be amended, modified or supplemented except by a writing signed by CRRA and Contractor that specifically refers to this Agreement.

4.20.5 Benefit And Burden

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of CRRA and Contractor.

4.20.6 Usage

Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require. The words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection unless the particular Section, or Subsection is specifically referenced. The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

4.20.7 Campaign Contribution And Solicitation Prohibitions

For all State contracts 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 agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **Exhibit C** [SEEC Form 11].

4.20.8 Certification Concerning Nondiscrimination

At the time the Contractor submitted its bid to CRRA, it simultaneously executed a document entitled Certification Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as **Exhibit D**.

4.20.9 Contractor's Certification Concerning Gifts

At the time of Contractor's execution of the Notice Of Award, Contractor simultaneously executed a document entitled Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit E**.

4.20.10 President's Certification Concerning Gifts

At the time of the President of CRRA's execution of this Agreement, the President of CRRA simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit F**.

5. ATTACHMENTS

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

- (a) The completed Background And Experience Form;
- (b) The completed References Form;
- (c) Certification Concerning Nondiscrimination that has been completely filled out and signed by Bidder, with the Bidder's nondiscrimination policies and procedures attached;
- (d) 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
- (e) A copy of the Bidder's up-to-date certificate of insurance showing all current insurance coverage.

6. NOTICES

Communications concerning this Bid should be addressed to Bidder at the address set forth below.

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

7. ADDITIONAL REPRESENTATION

Bidder hereby represents that the undersigned is duly authorized to submit this Bid on behalf of Bidder.

AGREED TO AND SUBMITTED ON _____, 200__

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

EXHIBIT A

To

BID FORM

SCOPE OF SERVICES

SCOPE OF SERVICES

**INSPECTION AND MAINTENANCE
OF THE SHELTON LANDFILL
ASH LEACHATE COLLECTION AND TREATMENT SYSTEM**

1. INTRODUCTION

The CRRA Shelton Landfill is located at 866 River Road Shelton, Connecticut (the "Landfill"). Ash residue was deposited in two double-lined, ash monocells on-site during the 1990's. CRRA operates an ash leachate collection and treatment system ("System") to collect and treat leachate generated in the monocells. The System is designed to continually pump leachate off of the double liner, treat it for pH and discharge it to the sanitary sewer at a prescribed daily rate. In order to ensure the System is in working order, Contractor shall inspect and perform maintenance on the System as outlined herein.

2. CONTRACTOR'S GENERAL RESPONSIBILITIES

- (a) Contractor shall be familiar with all applicable regulations, statutes, orders, permits and any other requirements to which the Facility is subject. Contractor shall be familiar with all pertinent documents including, but not limited to the Technical Manual/Operating and Maintenance Manual for CRRA Bridgeport Project Shelton Landfill Horizontal Expansion Northeast Area (1996), System & Vault Control Panel Drawings & Component Operation Manuals Shelton Landfill Horizontal Expansion.
- (b) Contractor shall assign and keep for the System at all times during the term of this Agreement a competent on-call Project Manager, who shall not be replaced without prior written notice to CRRA. The Project Manager shall be Contractor's representative at the Landfill and shall have authority to act on behalf of Contractor. All communications given to the Project Manager by CRRA or its agents shall be binding as if given to Contractor.
- (c) Contractor shall provide suitably qualified personnel to perform the Services as required by this Agreement. Contractor shall at all times maintain good discipline and order at the Landfill site.
- (d) Except in connection with the safety or protection of persons, the System or Landfill site or adjacent thereto, all Services performed at the Landfill shall be performed during the Landfill's regular business hours, and Contractor shall not permit overtime work or the performance of Services on Saturday, Sunday or any legal holiday without CRRA's prior written consent.
- (e) During the term of this Agreement, Contractor shall keep the Property free from accumulations of waste materials, rubbish and other debris resulting from Contractor's performance of the Services.

- (f) Contractor shall update as necessary all forms used for the collection and compilation of data.
- (g) Contractor shall develop a Shelton Landfill Ash Leachate System Equipment Maintenance Binder to be kept on site. Contractor shall maintain the binder with up-to-date records of all maintenance and repair work done on the System.
- (h) Contractor shall provide CRRA with reports on a monthly basis. Included in the reports shall be documentation of all inspection, maintenance, and repair activities that were completed since the previous inspection report. Reports shall be submitted to CRRA no later than 20 days after each inspection.

3. **CONTRACTOR'S SPECIFIC RESPONSIBILITIES**

Tasks 1 and 2 below describe the Contractor's responsibilities under this Agreement. The exclusion of any applicable environmental or operational requirements from these Tasks does not relieve the Contractor of its responsibility to comply with such requirements.

Task 1 Leachate Collection and Treatment System Inspection and Maintenance – Routine Services

Contractor shall provide CRRA with certain equipment inspection and maintenance services for the Landfill's Leachate Collection And Treatment System. Contractor shall be responsible for the Quarterly, Semi-Annual, and Annual inspections as outlined in Attachment 1. Contractor will not be responsible for the cleaning of traps, vaults, wetwells, chambers, or other locations designed to accumulate sediment. When cleaning is necessary for the foregoing, Contractor will notify CRRA that cleaning of the foregoing is necessary.

Task 2 Leachate Collection & Treatment System Inspection and Maintenance – Non-Routine Services

Contractor shall perform non-routine maintenance and repair work on the System as directed by CRRA. This work may include, but not be limited to, the repair or replacement of pumps, valves, piping, fittings, etc., and the reprogramming of the PLC.

Contractor shall log all non routine work in the maintenance log kept on site at the Landfill. Non-routine maintenance and repair work will be performed on a time and materials basis using the billing rates contained herein.

CRRA shall pre-approve in writing any non-routine services.

ATTACHMENT 1
SHELTON LANDFILL
ROUTINE INSPECTION & MAINTENANCE CHECKLIST
ASH LEACHATE COLLECTION & TREATMENT SYSTEM

Technician: _____ Date of Service: _____

Type of Service (circle all that apply): Monthly, Quarterly, Semi Annual, Annual

Component	Type of Service			Comments
	Quarterly (every three months)	Semi- Annually (every six months)	Annually (Each Year)	
SOUTHEAST AREA PUMPS				
Cell 1				
1 Remove primary and secondary pumps and inspect				
2 Run pumps on hand, confirm operation.				
3 Note depth of water in sump by measuring and recording length of submerged pump/piping				
4 Confirm pumps operate at prescribed time				
5 Inspect fittings and piping				
6 Inspect lifting cable				

Component	Frequency			Comments
	Quarterly (every three months)	Semi- Annually (every six months)	Annually (Each Year)	
Cell 2 North Sump				
1 Remove primary and secondary pumps and inspect				
2 Run pumps on hand, confirm operation.				
3 Note depth of water in sump by measuring and recording length of submerged pump/piping				
4 Confirm pumps operate at prescribed time				
5 Inspect fittings and piping				
6 Inspect lifting cable				
Cell 2 South Sump				
1 Remove primary and secondary pumps and inspect				
2 Run pumps on hand, confirm operation.				
3 Note depth of water in sump by measuring and recording length of submerged pump/piping				
4 Confirm pumps operate at prescribed time				
5 Inspect fittings and piping				
6 Inspect lifting cable				

Component	Frequency			Comments
	Quarterly (every three months)	Semi- Annually (every six months)	Annually (Each Year)	
Cell 3 North Sump				
1 Remove primary and secondary pumps and inspect				
2 Run pumps on hand, confirm operation.				
3 Note depth of water in sump by measuring and recording length of submerged pump/piping				
4 Confirm pumps operate at prescribed time				
5 Inspect fittings and piping				
6 Inspect lifting cable				
Cell 3 South Sump				
1 Remove primary and secondary pumps and inspect				
2 Run pumps on hand, confirm operation.				
3 Note depth of water in sump by measuring and recording length of submerged pump/piping				
4 Confirm pumps operate at prescribed time				
5 Inspect fittings and piping				
6 Inspect lifting cable				

Component	Frequency			Comments
	Quarterly (every three months)	Semi- Annually (every six months)	Annually (Each Year)	
Cell 4				
1 Remove primary and secondary pumps and inspect				
2 Run pumps on hand, confirm operation.				
3 Note depth of water in sump by measuring and recording length of submerged pump/piping				
4 Confirm pumps operate at prescribed time				
5 Inspect fittings and piping				
6 Inspect lifting cable				

Component	Frequency			Comments
	Quarterly (every three months)	Semi-Annually (every six months)	Annually (Each Year)	
SOUTHEAST AREA VAULT				
1 Check operation of vent fan				
2 Inspect interior of vault				
3 Check piping, fittings, within vault				
4 Check flow meter wiring				
5 Remove and clean flow meters in each vault, check performance of flow meters using ohm meter				
6 Remove and clean check valves				
7 Lift float and check operation of sump pump				
8 Confirm operation of Paragon Time Controller				
9 Confirm operation of Time Mark Pump Controller				
10 Confirm operation of Warrick Controller				
11 Confirm Operation of all indicator lights, change bulbs if required				

Component	Frequency			Comments
	Quarterly (every three months)	Semi- Annually (every six months)	Annually (Each Year)	
NORTHEAST AREA PUMPS				
Cell 1				
1 Check condition of vent tube.				
2 Check desiccant dryer				
3 Remove pumps and inspect				
4 Run pumps on hand, confirm operation.				
5 Note depth of water in sump by measuring and recording length of submerged pump/piping				
6 Clean transducers				
7 Confirm levels at which pumps come on/shut off, make note of setpoints				
8 Inspect fittings and piping				
9 Inspect lifting cable				

Component	Frequency			Comments
	Quarterly (every three months)	Semi- Annually (every six months)	Annually (Each Year)	
Cell 2				
1 Check condition of vent tube.				
2 Check desiccant dryer				
3 Remove pumps and inspect				
4 Run pumps on hand, confirm operation.				
5 Note depth of water in sump by measuring and recording length of submerged pump/piping				
6 Clean transducers				
7 Confirm levels at which pumps come on/shut off, make note of setpoints				
8 Inspect fittings and piping				
9 Inspect lifting cable				

Component	Frequency			Comments
	Quarterly (every three months)	Semi- Annually (every six months)	Annually (Each Year)	
Cell 3				
1 Check condition of vent tube.				
2 Check desiccant dryer				
3 Remove pumps and inspect				
4 Run pumps on hand, confirm operation.				
5 Note depth of water in sump by measuring and recording length of submerged pump/piping				
6 Clean transducers				
7 Confirm levels at which pumps come on/shut off, make note of setpoints				
8 Inspect fittings and piping				
9 Inspect lifting cable				

Component	Frequency			Comments
	Quarterly (every three months)	Semi- Annually (every six months)	Annually (Each Year)	
NORTHEAST AREA VAULT				
1 Check operation of vent fan				
2 Inspect interior of vault				
3 Check piping, fittings, valve position within vault				
4 Check flow meter wiring				
5 Remove and clean flow meters in each vault, check performance of flow meters using ohm meter				
6 Remove and clean check valves				
7 Lift float and check operation of sump pump				
8 Confirm operation of dehumidifier				
9 Confirm operation of all indicator lights / change bulbs if required				

Component	Frequency			Comments
	Quarterly (every three months)	Semi- Annually (every six months)	Annually (Each Year)	
SOUTHEAST LEACHATE LIFT STATION				
1 Operate pumps in hand, drain and check interior of LLS, guide rails, floats, etc.				
2 Confirm pumps alternate on successive starts				
3 Check that float switches start and stop pumps				
4 Check operation of High level float and confirm it shuts down pumps.				
5 Empty LLS				
6 Remove and inspect pumps				
7 Change oil in pumps				
8 Check insulation resistance				
9 Inspect electrical cables				
10 Inspect temperature switch and resistor sensor				
11 Inspect lifting chain/cable				

Component	Quarterly (every three months)	Semi- Annually (every six months)	Annually (Each Year)	Comments
NORTHEAST LEACHATE LIFT STATION				
1 Operate pumps in hand, drain and check interior of LLS, guide rails, floats, etc.				
2 Confirm pumps alternate on successive starts				
3 Check that float switches start and stop pumps				
4 Check operation of High level float and confirm it shuts down pumps.				
5 Empty LLS				
6 Remove and inspect pumps				
7 Change oil in pumps				
8 Check insulation resistance				
9 Inspect electrical cables				
10 Inspect temperature switch and resistor sensor				
11 Inspect lifting chain/cable				
Leachate Storage Tank				
1 Inspect interstitial space, confirm alarm is working properly				
2 Perform annual Cathodic Protection System Inspection and Maintenance				
3 Verify proper operation of liquid level indicator				

Component	Frequency			Comments
	Quarterly (every three months)	Semi- Annually (every six months)	Annually (Each Year)	
Leachate Transfer Pumps/Piping				
1 Check belt tension on transfer pumps				
2 Remove easy access elbow cover and inspect				
3 check valve, clean or replace as necessary				
4 Check shaft seal grease level, add grease if nec.				
5 Change oil in transfer pumps				
Leachate pH Adjustment Equipment				
1 Check chemical metering pump feed and suction lines, replace as needed				
2 Remove mixer, inspect shaft and propeller				
3 Remove tank pH probe, clean & calibrate				
4 Remove effluent pH probe, clean & calibrate				
5 Remove effluent cond. probe, clean & calibrate				
6 Empty pH adjustment tank, clean and inspect				

Component	Frequency			Comments
	Quarterly (every three months)	Semi-Annually (every six months)	Annually (Each Year)	
Leachate Pre Treatment System & Controls				
1 Confirm Hi/Low pH shuts down transfer pumps, note setpoints				
2 Confirm storage tank hi level shuts down Southeast leachate lift station, note setpoint				
3 Confirm storage tank hi level shuts down Northeast leachate lift station, note setpoint				
4 Confirm Southeast lift station hi level shuts down Southeast cell pumps				
5 Confirm Northeast lift station hi level shuts down Northeast cell pumps				
6 Confirm transfer pumps cycle (alternate)				
7 Confirm transfer pumps come on and shut down at proper levels, note levels				
8 Confirm transfer pumps shut down a the safety disable level, note level				
9 Confirm acid and caustic feed pump setpoints maintain pH between 6.0 and 10.0, note setpoints				
10 Calibrate pH circular chart recorder				
11 Calibrate flow circular chart recorder				
12 Check accuracy of level controller within leachate storage tank				
13 Clean flow trough and calibrate effluent flow totalizer				
14 Confirm operation of all indicator lights/change bulbs if required				

EXHIBIT B

To

BID FORM

COMPENSATION SCHEDULE



EXHIBIT B: COMPENSATION SCHEDULE

Contractor will provide the Services as specified in the Contract Documents for the inspection and maintenance of the Shelton Landfill ash leachate collection and treatment system as specified below.

1. I&M CONTRACT PRICE – ROUTINE OPERATIONS AND MAINTENANCE

In the following table, provide Contractor's lump sum contract price for routine inspection and maintenance of the Shelton Landfill ash leachate collection and treatment system for each of the years specified.

Period	Dollars	Cents
Year 1 (July 1, 2008 – June 30, 2009)		
Year 2 (July 1, 2009 – June 30, 2010)		
Year 3 (July 1, 2010 – June 30, 2011)		

Contractor affirms that the total contract price above represents the entire cost to complete the routine inspection and maintenance Services in accordance with the Contract Documents, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting this Project, and that each and every such claim is hereby expressly waived by Contractor.

Name of Contractor (Firm):	
Signature of Contractor Representative:	
Name (Type/Print):	
Title:	
Date:	

2. M&R COMPENSATION SCHEDULE – NON-ROUTINE MAINTENANCE AND REPAIR SERVICES

In the tables below, provide your rates (unit price) for non-routine maintenance and repair services for the ash leachate collection and treatment system. (Use additional pages if necessary)

2.1 Personnel Charges

In the table below, provide the hourly rate for each of the staff levels listed. For each staff level, indicate whether or not the staff level is eligible for overtime pay by placing a check mark in the box for those staff levels that are eligible for overtime pay.

Staff Level	OT	Hourly Rate		
		Year 1 (7/1/08 – 6/30/09)	Year 2 (7/1/09 – 6/30/10)	Year 3 (7/1/10 – 6/30/11)
Senior Supervisory/Senior Managers	<input type="checkbox"/>			
Professional Engineer/Senior Level	<input type="checkbox"/>			
Staff Engineering	<input type="checkbox"/>			
Project Manager	<input type="checkbox"/>			
Site Supervisor/Foreman	<input type="checkbox"/>			
Field Technicians	<input type="checkbox"/>			
Laborer	<input type="checkbox"/>			
Drafting/AutoCAD Operators	<input type="checkbox"/>			
Administrative Personnel	<input type="checkbox"/>			
Word Processing	<input type="checkbox"/>			
Other (Specify):	<input type="checkbox"/>			
Other (Specify):	<input type="checkbox"/>			

2.2 Equipment Charges

In the table below, specify each type of equipment/service that you would bill for separately and provide the hourly rate for each of the equipment/service.

Equipment	Hourly Rate		
	Year 1 (7/1/08 – 6/30/09)	Year 2 (7/1/09 – 6/30/10)	Year 3 (7/1/10 – 6/30/11)
Service Trucks and Tools (List)			
Instrumentation and Monitoring Equipment (List)			
Standby, Replacement and Temporary/Backup Equipment (List)			
Subcontracted Services (List)			

3. MARK-UP RATES

3.1 Equipment and Materials

The mark-up for overhead expenses associated with the purchase of equipment and materials is

% (fill in the percentage markup)

The Contractor will provide to CRRA copies of all applicable invoices in order to receive payment for equipment and materials purchased specifically for installation in association with the Project.

3.2 Sub-Contractors

The mark-up for overhead expenses associated with sub-contractor work on the Project is

% (fill in the percentage markup)

The Contractor will provide to CRRA copies of all applicable invoices in order to receive payment for sub-consultant work performed on the Project.

4. OVERTIME RATES

For employees who are eligible for and are paid a higher hourly rate for overtime than the hourly rate listed on Page 2, the Contractor will be entitled to reimbursement for such employee overtime when such overtime is a result of more than 8 hours in one day and/or more than 40 hours in one week worked on this project by such an employee.

Below, specify the proposed rate for overtime (i.e., the percentage by which the hourly rates specified on the preceding page would be multiplied to arrive at the overtime rate).

% (fill in the percentage rate for overtime)

EXHIBIT C

To

BID FORM

**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. 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.

EXHIBIT D

To

BID FORM

**CERTIFICATION CONCERNING
NONDISCRIMINATION**

CERTIFICATION CONCERNING NONDISCRIMINATION

[The successful bidder's Certification Concerning Nondiscrimination that was submitted with the successful bidder's bid will be added by CRRA.]

EXHIBIT E

To

BID FORM

**CONTRACTOR'S CERTIFICATION CONCERNING
GIFTS**

CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

[The successful bidder's Contractor's Certification Concerning Gifts that was submitted with the successful bidder's Notice Of Award will be added by CRRA.]

EXHIBIT F

To

BID FORM

**CRRA PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**INSPECTION AND MAINTENANCE OF THE SHELTON LANDFILL ASH
LEACHATE COLLECTION AND TREATMENT SYSTEM AGREEMENT**

(This CERTIFICATION is to be signed by the President of CRRA
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the Agreement was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: Thomas D. Kirk

Title: President

State Of: Connecticut

County Of: Hartford

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Connecticut Resources Recovery Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this _____ day of _____ 200__

Notary Public/Commissioner of the Superior Court

**REQUEST FOR BIDS
FOR
INSPECTION AND MAINTENANCE OF
THE SHELTON LANDFILL
ASH LEACHATE COLLECTION AND TREATMENT SYSTEM**

**SECTION 4
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/firm and which will enable CRRA to evaluate the experience and professional capabilities of the bidder/proposer/firm.

[Attach Additional Pages If Necessary]

**REQUEST FOR BIDS
FOR
INSPECTION AND MAINTENANCE OF
THE SHELTON LANDFILL
ASH LEACHATE COLLECTION AND TREATMENT SYSTEM**

**SECTION 5
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/Firm. 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 BIDS
FOR
INSPECTION AND MAINTENANCE OF
THE SHELTON LANDFILL
ASH LEACHATE COLLECTION AND TREATMENT SYSTEM**

**SECTION 6
CERTIFICATION CONCERNING
NONDISCRIMINATION**



**CERTIFICATION CONCERNING
NONDISCRIMINATION**

This certification must be executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor") 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 "Contractor"), hereby certify that:

- 1. Contractor seeks to enter into the Inspection And Maintenance Of The Shelton Landfill Ash Leachate Collection And Treatment System Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
- 2. In carrying out its obligation under the Agreement, Contractor 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 Contractor; 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 BIDS
FOR
INSPECTION AND MAINTENANCE OF
THE SHELTON LANDFILL
ASH LEACHATE COLLECTION AND TREATMENT SYSTEM**

**SECTION 7
ISSUES AND QUESTIONS TO BE ADDRESSED**

ISSUES AND QUESTIONS TO BE ADDRESSED

INSTRUCTIONS: Complete, written answers must be provided to each of these questions and each answer must begin on a new page. For firms proposing the use of sub-consultants to complete required Services (including, but not limited to, analytical laboratories), Issues And Questions Numbers 1 through 4 inclusive must also be addressed for each sub-consultant.

1. Describe how the Services will be implemented. Describe in detail the Bidder's inspection and maintenance approach and the plan for the ash leachate collection and treatment.
2. Describe staffing and management plans. Identify the senior managers, engineers, project managers and site supervisors who would be assigned to work with CRRA. Indicate their probable areas of responsibility. Identify the persons who would be the key contacts at your firm(s) for field services. Of the total amount of time your firm will spend on the project, indicate the percentage that would be spent by each of the senior managers, engineers, project managers and site supervisors who would be assigned to work with CRRA
3. Provide brief resumes (no more than two pages per person) of each of the senior managers, engineers, project managers and site supervisors who would be assigned to work with CRRA.
4. Describe the types and numbers of vehicles, equipment and supplies to be provided by the Bidder.

**REQUEST FOR BIDS
FOR
INSPECTION AND MAINTENANCE OF
THE SHELTON LANDFILL
ASH LEACHATE COLLECTION AND TREATMENT SYSTEM**

**SECTION 8
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. 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 BIDS
FOR
INSPECTION AND MAINTENANCE OF
THE SHELTON LANDFILL
ASH LEACHATE COLLECTION AND TREATMENT SYSTEM**

**SECTION 9
NOTICE OF AWARD**



NOTICE OF AWARD

TO: [NAME OF SUCCESSFUL BIDDER]
[ADDRESS OF SUCCESSFUL BIDDER]

PROJECT: Bridgeport

RFB NO.: FY08-EN-008

CONTRACT: Inspection And Maintenance Of The Shelton Landfill Ash Leachate
Collection And Treatment System

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE] in response to CRRA's Notice To Contractors – Invitation To Bid for the above-referenced Work, which Work is more particularly described in the Bid Form (the "Work").

You are hereby notified that your Bid has been accepted for the Work. The amount of the award for the Routine Inspection And Maintenance Work is \$[CONTRACT PRICE] for the three year term of the Work.

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

- (a) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (b) Deliver to CRRA the requisite certificates of insurance;
- (c) Deliver to CRRA all other Contract Documents attached to the Notice Of Award;
and
- (d) Satisfy all other conditions set forth herein.

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 Bid as abandoned and terminated.

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: _____
[NAME OF CRRA OFFICIAL]
Title: [TITLE OF CRRA OFFICIAL]

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

INSPECTION AND MAINTENANCE OF THE SHELTON LANDFILL ASH LEACHATE COLLECTION AND TREATMENT SYSTEM

(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 bid/proposal/statement of qualifications for the Inspection And Maintenance Of The Shelton Landfill Ash Leachate Collection And Treatment System Agreement (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/firm for the Agreement and is prepared to enter into the Agreement with CRRA; and
- 3. No gifts were made between February 1, 2008 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

David Bodendorf, Senior Environmental Engineer

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.