



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR BIDS
("RFB")**

FOR

**MID-CONNECTICUT PROJECT
MUNICIPAL SOLID WASTE EXPORT
TRANSPORTATION AND DISPOSAL WORK
(RFB Number FY10-OP-004)**

BID DUE DATE – NOVEMBER 18, 2008

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

October 19, 2009

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For
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MUNICIPAL SOLID WASTE EXPORT
TRANSPORTATION AND DISPOSAL WORK
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Connecticut Resources Recovery Authority
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**REQUEST FOR BIDS
FOR
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK**

SECTION 1

**NOTICE TO CONTRACTORS
INVITATION TO BID**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO CONTRACTORS – REQUEST FOR BIDS

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 projects is the Mid-Connecticut Project which serves 70 municipalities in the central and western part of Connecticut. Among the facilities that are part of the Mid-Connecticut Project and that manage municipal solid waste (“MSW”) are the Mid-Connecticut Resource Recovery Facility (“RRF”) in Hartford, the Ellington Transfer Station in Ellington, the Essex Transfer Station in Essex, the Torrington Transfer Station in Torrington and the Watertown Transfer Station in Watertown. Normally, the MSW from the four foregoing transfer stations is shipped to the Mid-Connecticut RRF where it is processed and combusted to produce electricity. However, on occasion CRRA finds it necessary to export MSW from one or more of these facilities.

CRRA is seeking bids from qualified contractors to provide on-call transportation and disposal work for the export of MSW from one or more of the Mid-Connecticut MSW management facilities for the period from January 1, 2010 through June 30, 2011. In their bids, bidders must provide a per-ton price for the transportation portion of such work. In addition, bidders must provide CRRA with their selected disposal facilities, but the price for disposal will be provided to CRRA at the time CRRA asks a successful bidder for work during the term of the Agreement. CRRA makes no representation that any successful bidder will actually be called on to provide any of the work.

Request For Bid (“RFB”) package documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **Monday, October 19, 2009**. The documents will also be available 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 on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

CRRA encourages firms interested in this RFB to submit a Notice Of Interest Form to CRRA by 3:00 p.m., Wednesday, November 4, 2009. The Notice Of Interest Form is available on CRRA’s web site along with the other RFB documents. While not mandatory, CRRA will use the information provided on the Form to notify prospective bidders about the availability of addenda and other information related to the RFB.

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., Wednesday, November 18, 2009. 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 Connecticut's Freedom of Information Act.

All questions regarding this RFB must be submitted **in writing** to Ronald Gingerich, by e-mail (rgingerich@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., Wednesday, November 4, 2009. Subject to the discretion of CRRA, CRRA may decide to provide written responses to potential bidders no later than Friday, November 13, 2009. Any entity considering submitting a bid is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Gingerich.

**REQUEST FOR BIDS
FOR
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK**

**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE EXPORT TRANSPORTATION AND DISPOSAL WORK

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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 three resource recovery facilities, two regional recycling centers, five landfills (all of which are closed) and four transfer stations. These facilities are operated by entities that are under contract with CRRA.

One of CRRA's projects is the Mid-Connecticut Project which serves 70 municipalities in the central and western part of Connecticut. Among the facilities that are part of the Mid-Connecticut Project and that manage municipal solid waste ("MSW") are the following (hereinafter collectively referred to as the "Mid-Connecticut Project MSW Management Facilities"):

- (a) The Mid-Connecticut Resource Recovery Facility ("RRF"), located at 300 Maxim Road, Gate 70, Hartford, Connecticut 06114;

- (b) The Ellington Transfer Station, located at 217 Sadds Mill Road (Route 140), Ellington, Connecticut 06029;
- (c) The Essex Transfer Station, located at Dump Road, Essex, Connecticut 06426;
- (d) The Torrington Transfer Station, located at Vista Drive (formerly Old Dump Road), Torrington, Connecticut 06790; and
- (e) The Watertown Transfer Station, located at Echo Lake Road, Watertown, Connecticut 06795.

As used in the RFB Package Documents, "Municipal Solid Waste" means municipal solid waste generated by and collected from residential, commercial, institutional, industrial or other establishments, but does not include (i) bulky items such as construction, demolition and/or land clearing debris, (ii) non-processible items such as household furniture, mattresses, rugs, etc, (iii) solid waste which contains hazardous waste as defined in Connecticut General Statutes Sec. 22a-115, or (iv) any other waste deemed unacceptable by CRRA.

Normally, the MSW from the four transfer stations is shipped to the Mid-Connecticut RRF where it is processed and combusted to produce electricity. However, on occasion CRRA finds it necessary to export MSW from one or more of the Mid-Connecticut Project MSW Management Facilities.

Generally, MSW export work is needed during scheduled and unscheduled maintenance outages and during periods of high waste deliveries. The quantity of MSW CRRA authorizes for export varies considerably. CRRA frequently uses multiple contractors during periods when MSW exports are needed. When exports are needed, CRRA usually exports MSW from one or more of the four transfer stations (Ellington Transfer Station, Essex Transfer Station, Torrington Transfer Station and Watertown Transfer Station). On rare occasions, CRRA exports MSW from the Mid-Connecticut RRF. Table 1 on the following page presents the tonnage figures of MSW exported from each of the Mid-Connecticut Project MSW Management Facilities on a monthly basis for the past three fiscal years.

CRRA is seeking bids from qualified entities to provide on-call transportation and disposal work for the export of MSW from one or more of the Mid-Connecticut MSW management facilities for the period from January 1, 2010 through June 30, 2011. In their bids, bidders must provide a per-ton price for the transportation of MSW to be exported. In addition, bidders must provide CRRA with their selected disposal locations, but the price for disposal will be provided to CRRA at the time CRRA asks a successful bidder for work during the term of the Agreement. CRRA will adjust the per-ton transportation prices to account for changes in the price of fuel. CRRA makes no representation that any successful bidder will actually be called on to provide any of the work.

When CRRA needs to export MSW, CRRA will contact one or more of the successful bidders and obtain from each of them their then current disposal price of the MSW to be exported to their disposal facilities as detailed in their bids. A bidder must detail all of their proposed disposal facilities in its bid. CRRA, at its sole discretion, may reject any such proposed disposal facility. Based on the combined disposal price and the adjusted transpor-

tation price (the transportation prices submitted by the bidder in its bid as adjusted pursuant to Exhibit B, "Semi-Annual Fuel Price Adjustment Formula," of the Agreement) CRRA will select one of more of the successful bidders to export the MSW.

TABLE 1: Tons of MSW Exported from Mid-Connecticut Project MSW Management Facilities

Month	Mid-Conn RRF	Ellington TS	Essex TS	Torrington TS	Watertown TS	TOTAL
Jul 06		904			445	1,349
Aug 06		2,480		1,583	713	4,776
Sep 06						
Oct 06		1,129		219		1,348
Nov 06		1,093				1,093
Dec 06		2,674	338	1,829	1,287	6,128
Jan 07		2,605	981	1,891		5,478
Feb 07						
Mar 07						
Apr 07		3,344	736	2,447	1,087	7,615
May 07		3,831	65	2,649	823	7,368
Jun 07		3,347	921	3,250	381	7,898
Jul 07	2,646	3,967	2,708	4,680	2,740	16,742
Aug 07	4,757	2,285	2,730	3,165	4,321	17,258
Sep 07		979				979
Oct 07		3,365	1,104	1,035	1,302	6,806
Nov 07		3,265	607	497	149	4,517
Dec 07		603	394			997
Jan 08		2,783	1,271	1,876	2,842	8,772
Feb 08	2,071	3,182	1,617	3,050	3,978	13,897
Mar 08						
Apr 08						
May 08						
Jun 08						
Jul 08		82				82
Aug 08		2,124				2,124
Sep 08		3,545				3,545
Oct 08		2,283				2,283
Nov 08						
Dec 08						
Jan 09						
Feb 09						
Mar 09						
Apr 09					459	459
May 09		3,804			1,428	5,233
Jun 09		3,194			119	3,313
TOTAL	9,474	56,867	13,473	28,170	22,076	130,060

2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Documents Available	Monday, October 19, 2009
Notice of Interest Form Due	3:00 p.m., Wednesday, November 4, 2009
Deadline for Written Questions	3:00 p.m., Wednesday, November 4, 2009
Response to Written Questions	No Later Than Friday, November 13, 2009
Bids Due at CRRA	3:00 p.m., Wednesday, November 18, 2009
Selection and Notice of Award Issued	Friday, December 18, 2009

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) **Contract Documents:**
 - (1) Mid-Connecticut Project Municipal Solid Waste Export Transportation And Disposal Work Agreement (the "Agreement");
 - (2) RFB Package Documents (defined in (g) 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];
 - (6) Notice To Proceed; and
 - (7) Any written amendments to the Agreement.

- (c) **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.
- (d) **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.
- (e) **Project:** The provision by the successful bidder of on-call transportation and disposal work for MSW from MSW management facilities in the Mid-Connecticut Project, in accordance with the Contract Documents.
- (f) **Properties:** The certain parcels of real property on which the Mid-Connecticut Project MSW Management Facilities are located.
- (g) **RFB Package Documents:**
 - (1) Notice To Contractors – Invitation To Bid;
 - (2) Instructions To Bidders;
 - (3) Notice of Interest Form;
 - (4) Bid Form;
 - (5) Bid Price Form;
 - (6) Company Information Form;
 - (7) References Form;
 - (8) Background And Experience Form;
 - (9) Disposal Facility Form;
 - (10) Subcontractor Identification Form;
 - (11) Vehicle Safety Standards Compliance Form;
 - (12) Background Questionnaire;
 - (13) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 - (14) Certification Concerning Nondiscrimination;
 - (15) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 - (16) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder]; and
 - (17) Mid-Connecticut Project Municipal Solid Waste Export Transportation And Disposal Work Agreement;
 - A. Removal And Transportation Prices;
 - B. Fuel Price Adjustment;
 - C. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 - D. Affidavit Concerning Nondiscrimination;

- E. Contractor's Certification Concerning Gifts;
- F. President's Certification Concerning Gifts;

(h) **Sites:** Those areas of the Properties upon which any of the Work is to be performed, furnished and completed by the successful bidder in accordance with the Contract Documents.

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 Work

CRRA is seeking bids from qualified contractors to furnish all labor, materials, supplies, tools, equipment, trucks and other facilities and necessary appurtenances or property for or incidental for the "Mid-Connecticut Project MSW Export Transportation and Disposal Work" (the "Work").

When, for whatever reason, CRRA needs to export MSW from one or more of the Mid-Connecticut Project MSW Management Facilities, it will, at its sole and absolute discretion, call on one or more of the successful bidders to provide their then current per-ton disposal price for the MSW to be exported to the disposal facilities detailed in their bids. A bidder must detail all of its proposed disposal facilities in its bid. CRRA, at its sole discretion, may reject any such disposal facility.

Based on the combined disposal price and the adjusted transportation price (the transportation prices submitted by the bidder in its bid as adjusted pursuant to **Exhibit B**, "Fuel Price Adjustment," of the Agreement), CRRA will select one or more of the successful bidders to export the MSW. The successful bidder(s) shall transport the MSW to and dispose of it at a properly permitted MSW disposal facility selected by the successful bidder and identified in the successful bidder's bid.

CRRA's notification to the successful bidder(s) requesting export transportation and disposal Work for a particular period shall be determined on an on-call, as-needed basis, communicated to the successful bidder(s) via telephone call, e-mail and/or fax. Direction to export is normally given by CRRA on the Thursday or Friday immediately preceding the week exports are needed. Normally, export activities are performed on a Monday through Friday schedule. The quantity of MSW to be exported by the successful bidder(s) will vary

from week-to-week and month-to-month. CRRA makes no representations or guarantees regarding the amount of MSW that might be exported by any successful bidder(s).

Trucks for the transport of MSW shall be supplied by the successful bidder(s) and meet the permit requirements of CRRA and any other governmental regulatory bodies. The trucks must be 100-cubic yard transfer trailers with open top loading. MSW loads must be covered during transport to disposal facilities to avoid spillage. All trucks must be inspected periodically by the successful bidder(s) to assure compliance with these requirements.

Payment for Work performed by the successful bidder(s) shall be based on the scale weights generated by CRRA's scales at the Mid-Connecticut Project MSW Management Facilities. When submitting invoices for payment, the successful bidder(s) shall use scale weights when calculating fees owed by CRRA for the Work. CRRA shall not pay invoices that are not based on CRRA scale weights.

Specific instructions about how the Work are to be performed are included in the Agreement. The Work will be provided in accordance with and as required by the Contract Documents.

6. Availability of RFB Package Documents

Complete sets of the RFB Package Documents may be obtained on the World Wide Web beginning Monday, October 19, 2009 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFB: Mid-Connecticut Project Municipal Solid Waste Export Transportation And Disposal Work" link.

The RFB Package Documents are in PDF format. All of the forms included in the documents are also available for downloading in Microsoft Word format at the same place on CRRA's web site where the PDF of the RFB is located. Prospective bidders can fill the forms out by typing the answers on their computer's keyboard. The forms can then be printed and submitted with the bid. CRRA encourages firms to make use of the downloaded Word forms.

The RFB Package Documents are also available 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 on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

7. Notice of Interest

CRRA encourages entities interested in this RFB to submit a Notice Of Interest Form (Section 3 of the RFB Package Documents) to CRRA by 3:00 p.m., Wednesday, November 4, 2009. The Notice Of Interest Form is available on CRRA's web site along with the other RFB documents. While not mandatory, CRRA will use the information provided on the

form to notify prospective bidders about the availability of addenda and other information related to the RFB.

8. Addenda And Interpretations

CRRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of the RFB Package Documents and binding upon all potential or actual bidders for the Work. 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 the RFB Package Documents must be **submitted in writing to Ronald Gingerich by e-mail (rgingerich@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., Wednesday, November 4, 2009.**

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 7, above) or who picked up or requested from CRRA a printed copy of the RFB Package Documents. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: Mid-Connecticut Project Municipal Solid Waste Export Transportation And Disposal Work" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline (i.e., by Friday, November 13, 2009).

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, Wednesday, September 18, 2009 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich. Bids received after the time and date set forth above shall be rejected.

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

Each bid (the original and one copy) shall be enclosed in a sealed envelope that shall be clearly marked "Bid for Mid-Connecticut Project Municipal Solid Waste Export Transportation And Disposal Work."

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 17 of the RFB Package Documents), as attached, are non-negotiable. Any potential bidder that will be unable to execute the Agreement, as attached, should not submit a bid.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to CRRA's office 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 solicitation, the name of the bidder and the date the bid is submitted;
- (b) Cover letter, signed by a person authorized to commit the bidder to the contractual arrangements with CRRA, which includes the following:
 - (1) The name of the bidder;
 - (2) The legal structure of the bidder (e.g., corporation, joint venture, etc.);
 - (3) A clear statement indicating that the attached bid constitutes a firm and binding offer by the bidder to CRRA considering the terms and conditions outlined in the RFB; and
 - (4) The bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 12.2 of this Instructions To Bidders);
- (c) Table of Contents for the bidder's bid (i.e., not the Table of Contents for the RFB Package Documents);
- (d) The completed Bid Form (Section 4 of the RFB Package Documents), with Addenda, if any, listed in the appropriate place (Page 4 of the Bid Form), the name and address of the contact for Notices listed in the appropriate place (Page 6 of the Bid Form) and the completed agreement section (Page 6 of the Bid Form);
- (e) The completed Bid Price Form (Section 5 of the RFB Package Documents);
- (f) The completed Company Information Form (Section 6 of the RFB Package Documents);
- (g) The completed References Form (Section 7 of the RFB Package Documents);

- (h) The completed Background And Experience Form (Section 8 of the RFB Package Documents);
- (i) The completed Disposal Facility Form (Section 9 of the RFB Package Documents);
- (j) The completed Subcontractor Identification Form (Section 10 of the RFB Package Documents);
- (k) The completed Vehicle Safety Standards Compliance Form (Section 11 of the RFB Package Documents);
- (l) The completed Background Questionnaire (Section 12 of the RFP Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (m) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 13 of the RFP Package Documents), with the bidder's most recent EEO-1 data attached if the bidder wishes such data to be considered in the evaluation of its bid;
- (n) The completed Affidavit Concerning Nondiscrimination (Section 14 of the RFB Package Documents), subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
- (o) 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 RFB Package Documents (e.g., this Instructions To Bidders or the Agreement).

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.

12.1 Evaluation Criteria

CRRA will base its evaluation of bids on the following criteria, which are not necessarily presented in order of importance:

- (a) Cost;
- (b) Proven ability of the bidder to perform the Work required by the Contract Documents;
- (c) Any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

12.2 Affirmative Action Evaluation Criteria

All bids will also be rated on the bidder's demonstrated commitment to affirmative action. Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies* require CRRA to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (a) The bidder's success in implementing an affirmative action plan (see Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 13 of the RFB Package Documents));
- (b) The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (see Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 13 of the RFB Package Documents));
- (c) The bidder's promise to develop and implement a successful affirmative action plan (see Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 13 of RFB Package Documents));
- (d) - The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and

sexual composition of the work force in the relevant labor market area (See Section 10(m) of this Instructions To Bidders); and

- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (see Section 10(b) of this Instructions To Bidders).

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 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 the RFB Package Documents (see Attachment A to Section 16 of the RFB Package Documents).

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
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK**

**SECTION 3
NOTICE OF INTEREST FORM**



NOTICE OF INTEREST FORM

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

Solicitation:	Mid-Connecticut Project Municipal Solid Waste Export Transportation And Disposal Work (RFB Number FY10-OP-004)
Form Due Date/Time:	3:00 p.m., Wednesday, November 4, 2009

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

Name of Individual/Firm:	
Name of Contact Person:	
Title of Contact Person:	
Mailing Address:	
Address 2	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

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

CRRA Contact:	Ronald Gingerich
E-Mail Address:	<u>rgingerich@crra.org</u>
Fax Number:	860-757-7742
Correspondence Address:	Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103

**REQUEST FOR BIDS
FOR
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK**

**SECTION 4
BID FORM**



BID FORM

PROJECT: Mid-Connecticut

RFB NUMBER: FY10-OP-004

CONTRACT FOR: Mid-Connecticut Project Municipal Solid Waste Export Transportation And Disposal Work

BID SUBMITTED TO: Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for ninety (90) days after the bid due date.

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

- (a) Execute and deliver to CRRA the required number of counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
- (c) Execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (d) Satisfy all other conditions of the Notice Of Award.

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

4. BIDDER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB Package Documents, are non-negotiable, and Bidder is willing to and shall, if CRRA accepts its Bid for the Work and issues a Notice Of Award to Bidder, execute such Agreement. However, CRRA reserves the right to negotiate with Bidder over Bidder's price for the Work submitted on its Bid Price Form.

5. BIDDER'S REPRESENTATIONS 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 Work 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 Work;
- (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 Work 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 Work for which this Bid is submitted.

6. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Bid, Bidder acknowledges and agrees that:

- (a) All information and data included in the RFB Package Documents 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 Work.

7. BIDDER'S REPRESENTATIONS 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 Work.

8. BIDDER'S REPRESENTATIONS 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.

9. BIDDER'S REPRESENTATIONS 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.

10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this Bid, the Bidder, together with any affiliates or related persons, the guarantor, if any, 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 the "bid 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 Work over any other bidder for the Work or over CRRA.

11. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS

By submission of this Bid, the Bidder, together with any affiliates or related business entities or persons, the guarantor, if any, 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 Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

12. BID SECURITY

Bidder acknowledges and agrees that the amount of the Bid Security submitted with this Bid fairly and reasonably represents the amount of damages CRRA will suffer in the event that Bidder fails to fulfill any of its obligations set forth in the Contract Documents.

13. BIDDER'S 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 by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Work (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Work (or any part thereof) pursuant to the Contract Documents.

14. BIDDER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 15 [SEEC Form 11] of the RFB Package Documents.

15. ATTACHMENTS

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

- (a) The completed Bid Price Form;
- (b) The completed Company Information Form;
- (c) The completed References Form;
- (d) The completed Background And Experience Form;
- (e) The completed Disposal Facility Form;
- (f) The completed Subcontractor Identification Form;
- (g) The completed Vehicle Safety Standards Compliance Form;
- (h) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (i) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder;
- (j) Affidavit Concerning Nondiscrimination that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court; and
- (k) A copy of the Bidder's up-to-date certificate of insurance showing all current insurance coverage.

16. NOTICES

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

Bidder Name:	
Bidder Contact:	
Title:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

17. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 2009

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

**REQUEST FOR BIDS
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MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK**

**SECTION 5
BID PRICE FORM**



BID PRICE FORM

In the following table(s), Bidder shall provide the distance in miles from the Disposal Facility specified by the bidder to the Mid-Connecticut Project MSW Management Facility from which Bidder proposes to provide export work and the price per ton for which Bidder proposes to export such MSW. Bidder is not required to propose to provide MSW export transportation and disposal work for each Mid-Connecticut Project MSW Management Facility. Bidder may propose to provide such work from one or more such Facilities. However, Bidder will only be considered for providing MSW export transportation and disposal work for those facilities for which it has provide the mileage and price per ton information.

NOTE: If desired, Bidder may propose more disposal facilities than provided for in this Form. In such a case, Bidder should duplicate Page 2 of this Form, complete it and attach the Page to this Form.

Disposal Facility 1 (identify)	
---------------------------------------	--

Mid-Connecticut Project MSW Management Facility	Miles from MSW Management Facility to Disposal Facility	Bid Price Per Ton for Transportation
Mid-Connecticut RRF		\$ Per Ton
Ellington TS		\$ Per Ton
Essex TS		\$ Per Ton
Torrington TS		\$ Per Ton
Watertown TS		\$ Per Ton

Disposal Facility 2 (identify)	
---------------------------------------	--

Mid-Connecticut Project MSW Management Facility	Miles from MSW Management Facility to Disposal Facility	Bid Price Per Ton for Transportation
Mid-Connecticut RRF		\$ Per Ton
Ellington TS		\$ Per Ton
Essex TS		\$ Per Ton
Torrington TS		\$ Per Ton
Watertown TS		\$ Per Ton

Disposal Facility 3 (identify)	
---------------------------------------	--

Mid-Connecticut Project MSW Management Facility	Miles from MSW Management Facility to Disposal Facility	Bid Price Per Ton for Transportation
Mid-Connecticut RRF		\$ Per Ton
Ellington TS		\$ Per Ton
Essex TS		\$ Per Ton
Torrington TS		\$ Per Ton
Watertown TS		\$ Per Ton

Disposal Facility 4 (identify)	
---------------------------------------	--

Mid-Connecticut Project MSW Management Facility	Miles from MSW Management Facility to Disposal Facility	Bid Price Per Ton for Transportation
Mid-Connecticut RRF		\$ Per Ton
Ellington TS		\$ Per Ton
Essex TS		\$ Per Ton
Torrington TS		\$ Per Ton
Watertown TS		\$ Per Ton

Disposal Facility 5 (identify)	
---------------------------------------	--

Mid-Connecticut Project MSW Management Facility	Miles from MSW Management Facility to Disposal Facility	Bid Price Per Ton for Transportation
Mid-Connecticut RRF		\$ Per Ton
Ellington TS		\$ Per Ton
Essex TS		\$ Per Ton
Torrington TS		\$ Per Ton
Watertown TS		\$ Per Ton

Disposal Facility 6 (identify)	
---------------------------------------	--

Mid-Connecticut Project MSW Management Facility	Miles from MSW Management Facility to Disposal Facility	Bid Price Per Ton for Transportation
Mid-Connecticut RRF		\$ Per Ton
Ellington TS		\$ Per Ton
Essex TS		\$ Per Ton
Torrington TS		\$ Per Ton
Watertown TS		\$ Per Ton

Disposal Facility 7 (identify)	
---------------------------------------	--

Mid-Connecticut Project MSW Management Facility	Miles from MSW Management Facility to Disposal Facility	Bid Price Per Ton for Transportation
Mid-Connecticut RRF		\$ Per Ton
Ellington TS		\$ Per Ton
Essex TS		\$ Per Ton
Torrington TS		\$ Per Ton
Watertown TS		\$ Per Ton

Bidder affirms that the Bid prices above, as such prices may be adjusted pursuant to **Exhibit B** of the Agreement, represent the entire cost to complete the transportation portion of the Work 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 the transportation portion of the Work, and that each and every such claim is hereby expressly waived by Bidder.

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

**REQUEST FOR BIDS
FOR
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK**

**SECTION 6
COMPANY INFORMATION FORM**



COMPANY INFORMATION FORM

Name of Bidder:			
Address of Central Office or Headquarters:			
Name of Parent Company (if any):			
Legal structure of Bidder (Corporation, LLC, Partnership, etc.)			
If Bidder is a corporation, in what state is Bidder incorporated?			

- If Bidder is a corporation Bidder shall attach to this form a certificate of good standing from the state of incorporation and, if available, from the State of Connecticut*

Provide brief description of Bidder's organization (names of subsidiaries or partnerships and their relationship to Bidder)

	Yes	No
Is Bidder registered to do business in Connecticut?	<input type="checkbox"/>	<input type="checkbox"/>
Does Bidder intend to create a separate business entity to perform the Services contemplated by the RFB and contract documents?	<input type="checkbox"/>	<input type="checkbox"/>

**REQUEST FOR BIDS
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EXPORT TRANSPORTATION AND DISPOSAL WORK**

**SECTION 7
REFERENCES FORM**



REFERENCES FORM

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

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

**REQUEST FOR BIDS
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MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK

SECTION 8

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/SOQ submitter and which will enable CRRA to evaluate the experience and professional capabilities of the bidder/proposer/SOQ submitter.

[Attach Additional Pages If Necessary]

[Empty space for submitting work performed/services provided]

**REQUEST FOR BIDS
FOR
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK**

**SECTION 9
DISPOSAL FACILITY FORM**



**CONTRACTOR-SELECTED
DISPOSAL FACILITY(IES) FORM**

Bidder shall list on the following pages all MSW disposal facilities that will be used in the Bidder's performance of the Work should Bidder be awarded an Agreement for the Work. Bidder shall indentify all disposal facilities (including landfill(s), transfer station(s), waste-to-energy facilities, etc.) it will use in the performance of the Work.

NOTE: If desired, Bidder may propose more disposal facilities than provided for in this Form. In such a case, Bidder should duplicate Page 2 of this Form, complete it for the additional disposal facility(ies) and attach the duplicated Page to this Form.

Disposal Facility 1

Name of Facility:						
Address of Facility:						
Name of Owner/Operator:						
Name of Facility Manager:		Telephone #:				
Name of Facility Environmental Manager:		Telephone #:				
Name of State Environmental Regulatory Contact:		Telephone #:				
Name of State Environmental Regulatory Contact:		Telephone #:				
Type of Facility: (Check appropriate box)		<input type="checkbox"/> Landfill		<input type="checkbox"/> Transfer Station		
		<input type="checkbox"/> Resource Recovery Facility		<input type="checkbox"/> Volume Reduction Facility		
		<input type="checkbox"/> Other (Specify)				
Amount of Pollution Liability Insurance Carried by Facility:		\$				
Permits Held by Facility (enter "N/A" if not applicable):		Solid Waste	No:		Date Issued:	
		Groundwater	No:		Date Issued:	
		Air	No:		Date Issued:	
			No:		Date Issued:	

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		

Disposal Facility 2 (if applicable)

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill	<input type="checkbox"/> Transfer Station	
	<input type="checkbox"/> Resource Recovery Facility	<input type="checkbox"/> Volume Reduction Facility	
	<input type="checkbox"/> Other (Specify)		
Amount of Pollution Liability Insurance Carried by Facility:		\$	
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		

Disposal Facility 3 (if applicable)

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill	<input type="checkbox"/> Transfer Station	
	<input type="checkbox"/> Resource Recovery Facility	<input type="checkbox"/> Volume Reduction Facility	
	<input type="checkbox"/> Other (Specify)		
Amount of Pollution Liability Insurance Carried by Facility:		\$	
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?	-	

Disposal Facility 4 (if applicable)

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill	<input type="checkbox"/> Transfer Station	
	<input type="checkbox"/> Resource Recovery Facility	<input type="checkbox"/> Volume Reduction Facility	
	<input type="checkbox"/> Other (Specify)		
Amount of Pollution Liability Insurance Carried by Facility:		\$	
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		

Disposal Facility 5 (if applicable)

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill	<input type="checkbox"/> Transfer Station	
	<input type="checkbox"/> Resource Recovery Facility	<input type="checkbox"/> Volume Reduction Facility	
	<input type="checkbox"/> Other (Specify)		
Amount of Pollution Liability Insurance Carried by Facility:		\$	
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		

Disposal Facility 6 (if applicable)

Name of Facility:						
Address of Facility:						
Name of Owner/Operator:						
Name of Facility Manager:		Telephone #:				
Name of Facility Environmental Manager:		Telephone #:				
Name of State Environmental Regulatory Contact:		Telephone #:				
Name of State Environmental Regulatory Contact:		Telephone #:				
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill		<input type="checkbox"/> Transfer Station			
	<input type="checkbox"/> Resource Recovery Facility		<input type="checkbox"/> Volume Reduction Facility			
	<input type="checkbox"/> Other (Specify)					
Amount of Pollution Liability Insurance Carried by Facility:			\$			
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:			Date Issued:	
	Groundwater	No:			Date Issued:	
	Air	No:			Date Issued:	
		No:			Date Issued:	

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		

Disposal Facility 7 (if applicable)

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> Landfill	<input type="checkbox"/> Transfer Station	
	<input type="checkbox"/> Resource Recovery Facility	<input type="checkbox"/> Volume Reduction Facility	
	<input type="checkbox"/> Other (Specify)		
Amount of Pollution Liability Insurance Carried by Facility:		\$	
Permits Held by Facility (enter "N/A" if not applicable):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$	
What funding mechanism is used to guarantee closure and post-closure activities?		

**REQUEST FOR BIDS
FOR
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK

SECTION 10

SUBCONTRACTOR IDENTIFICATION FORM**



SUBCONTRACTOR IDENTIFICATION FORM
--

Bidder shall list below all subcontractor(s) Bidder intends to use in the performance of Services if Bidder is selected to perform the Services and awarded the Agreement. Bidder shall include a description of the Services to be provided by the subcontractor(s).

Subcontractor 1

Company Name	
Services To Be Provided	

Subcontractor 2

Company Name	
Services To Be Provided	

Subcontractor 3

Company Name	
Services To Be Provided	

Subcontractor 4

Company Name	
Services To Be Provided	

**REQUEST FOR BIDS
FOR
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK**

**SECTION 11
VEHICLE SAFETY STANDARDS COMPLIANCE
FORM**



VEHICLE SAFETY STANDARDS COMPLIANCE FORM

Bidders for the transportation and disposal work of municipal solid waste exported from the CRRA Mid-Connecticut Project are required to be in compliance with and not limited to the following Federal Motor Carrier Safety Administration and State of Connecticut D.O.T. vehicle safety requirements.

This section must be fully completed and a **NO** answer should be addressed in writing and attached to this Form in the Bidder's Bid.

	Yes	No
1. Bidder's drivers or their sub-contracted drivers have a CDL or are licensed to drive both in and out of the State of Connecticut.	<input type="checkbox"/>	<input type="checkbox"/>
2. Bidder(s) has record on file of driver's vehicle driving record.	<input type="checkbox"/>	<input type="checkbox"/>
3. Bidder(s) has records of vehicles being used regarding transport weight capacity and compliance with Federal and Connecticut DOT safety guidelines.	<input type="checkbox"/>	<input type="checkbox"/>
4. Bidder(s) has vehicle maintenance procedures/schedules for both its and its sub-contractor vehicles.	<input type="checkbox"/>	<input type="checkbox"/>
5. Bidder(s) has safety procedures for its and its sub-contractor vehicles regarding Hand-Operated Controls, Foot Operated Controls, and Dash Board Displays as outlined in both the Federal and Connecticut State Safety Standards.	<input type="checkbox"/>	<input type="checkbox"/>

By (Signature): _____

Name (Print): _____

Bidder Name: _____

**REQUEST FOR BIDS
FOR
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK**

SECTION 12

BACKGROUND QUESTIONNAIRE



BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly 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").

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

	Yes	No
1. Has the Contractor or any of the following ever been the subject of a criminal investigation? (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i> <i>If you answered "No" to Question 1, proceed to Question 2.</i>	<input type="checkbox"/> 	<input type="checkbox"/>
1A. Has any indictment arisen out of any such investigation? <i>If you answered "Yes" to Question 1A, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i> <i>If you answered "No" to Question 1A, proceed to Question 2.</i>	<input type="checkbox"/> 	<input type="checkbox"/>
2. Has the Contractor or any of the following ever been the subject of a civil investigation? (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i> <i>If you answered "No" to Question 2, proceed to Question 3.</i>	<input type="checkbox"/> 	<input type="checkbox"/>

	Yes	No
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a civil investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 and, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that
he/she is the _____ (Title) of
_____ (Firm Name),

the Contractor herein, that he/she has provided answers to the foregoing questions on the Contractor's
background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this _____ day of _____ 200 _____

Notary Public/Commissioner of the Superior Court

**REQUEST FOR BIDS
FOR
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK
AT THE
MID-CONNECTICUT WASTE PROCESSING FACILITY**

SECTION 13

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



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

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

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

LIST OF ACRONYMS

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

FOOTNOTE

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

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

**REQUEST FOR BIDS
FOR
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK**

SECTION 14

**AFFIDAVIT CONCERNING
NONDISCRIMINATION**



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the Mid-Connecticut Project Municipal Solid Waste Export Transportation And Disposal Services Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

**REQUEST FOR BIDS
FOR
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK**

SECTION 15

SEEC FORM 11

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

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
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK**

**SECTION 16
NOTICE OF AWARD**



NOTICE OF AWARD

TO: [NAME OF SUCCESSFUL BIDDER'S CONTACT]
[NAME OF SUCCESSFUL BIDDER]
[ADDRESS OF SUCCESSFUL BIDDER]

PROJECT: Mid-Connecticut

RFB NO.: FY10-OP-004

CONTRACT: Mid-Connecticut Project Municipal Solid Waste Export Transportation And Disposal Work Agreement

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 "Mid-Connecticut Project Municipal Solid Waste Export Transportation And Disposal Work Agreement" (the "Work").

You are hereby notified that your firm has been selected to perform the Work for the Mid-Connecticut Project from time-to-time as specifically requested by CRRA. The rate at which you will be reimbursed for the transportation portion of the Work is as specified in Exhibit A and Exhibit B of the Agreement.

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

- (a) Execute the two the attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes signing the Agreement (Page 9), printing the signer's name under the signature line (Page 9) and printing the signer's title following the word "Its" (Page 9);
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and

(e) Satisfy all other conditions set forth herein.

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

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

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103
Attention: Ronald Gingerich

Dated this __ day of __, 2009.

Connecticut Resources Recovery Authority

By: _____
Ronald Gingerich
Title: Environmental Compliance Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2009.

By:

Signature: _____

Name (print/type): _____

Title: _____

ATTACHMENT A

To

NOTICE OF AWARD

**CONTRACTORS CERTIFICATION CONCERNING
GIFTS**



**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

**MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE EXPORT
TRANSPORTATION AND DISPOSAL WORK**

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

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal for the "Mid-Connecticut Project Municipal Solid Waste Export Transportation And Disposal Work Agreement (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRRA"), has been selected by CRRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRRA; and
3. No gifts were made between July 1, 2009 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 Agreementto
 - (1) Any public official or employee of CRRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRRA 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 CRRRA (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

Michael Tracey, Director of Operations
Thomas Gaffey, Enforcement/Recycling Director
John Romano, Project Manager

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 Christopher G. Donovan, 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 9

 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.

**REQUEST FOR BIDS
FOR
MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK**

**SECTION 17
MID-CONNECTICUT PROJECT MUNICIPAL
SOLID WASTE EXPORT TRANSPORTATION AND
DISPOSAL WORK AGREEMENT**

**MID-CONNECTICUT PROJECT
MUNICIPAL SOLID WASTE EXPORT
TRANSPORTATION AND DISPOSAL
WORK AGREEMENT**

BETWEEN

**CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

AND

[NAME OF CONTRACTOR]

Dated as of _____, 2009

MID-CONNECTICUT SOLID WASTE TRANSPORTATION AND DISPOSAL WORK AGREEMENT

This **MID-CONNECTICUT SOLID WASTE TRANSPORTATION AND DISPOSAL WORK AGREEMENT** (the "Agreement") is made and entered into as of this 1st day of January, 2010 (the "Commencement Date"), by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 (hereinafter "CRRA") and _____, a _____, having its principal offices at _____ (hereinafter "Hauler").

PRELIMINARY STATEMENT

WHEREAS CRRA is the lessee of a certain parcel of real property located at Town Dump Road, Essex, Connecticut on which CRRA operates a transfer station (the "Essex Transfer Station"). CRRA is the owner of a certain parcel of real property located at Vista Drive, Torrington, Connecticut on which CRRA operates a transfer station (the "Torrington Transfer Station"). CRRA is the owner of a certain parcel of real property located at Route 140 Sadds Mill Road, Ellington, Connecticut on which CRRA operates a transfer station (the "Ellington Transfer Station"). CRRA is the owner of a certain parcel of real property located at Echo Lake Road, Watertown, Connecticut on which CRRA operates a transfer station (the "Watertown Transfer Station"). CRRA owns a certain piece or parcel of real property located at 300 Maxim Road, Gate 70 in Hartford, Connecticut upon which property CRRA owns and operates a certain solid waste resources recovery facility (the "Hartford Facility"), and the Hartford Facility together with the Essex Transfer Station, Torrington Transfer Station, Ellington Transfer Station and Watertown Transfer Station are hereinafter collectively referred to as the "Mid-Connecticut Facilities."

WHEREAS CRRA now desires to enter into this Agreement in order to have Hauler transport and dispose certain MSW from the Mid-Connecticut Facilities to certain Disposal Sites identified in Paragraph 4 herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Hauler hereby agree as follows.

1. For the purposes of this Agreement, the term "Solid Waste" shall mean unwanted and discarded solid material consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid material collected and treated in a municipal sewerage system; and the term "MSW" shall mean Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Municipality, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as CRRA's Mid-Connecticut Project Permitting, Disposal and Billing Procedures (the "Mid-Connecticut

Procedures”) for processing by and disposal at the Facility, but excluding any Solid Waste that is or may in the future be required by law or regulation to be recycled.

CRRA collects certain MSW for disposal at the Mid-Connecticut Facilities. At certain times during the term of this Agreement, CRRA may need to have excess MSW removed from its Mid-Connecticut Facilities and Hauler shall be responsible for removing the MSW in trucks from the Mid-Connecticut Facilities and transporting it to the Disposal Sites identified in Paragraph 4 herein. Hauler shall be responsible for furnishing all labor, materials, supplies, tools, equipment, trucks, and other facilities and necessary appurtenances or property for or incidental to the performance and completion of said transportation and disposal of the MSW to the Disposal Sites (the “Work”). Trucks for the transport of MSW shall be supplied by Hauler and meet the permit requirements of CRRA and any other governmental regulatory bodies. The trucks shall be 100 cubic yard transfer trailers with open top loading. MSW loads shall be covered during transport to Disposal Sites to avoid spillage. All trucks will be inspected periodically by Hauler to assure compliance with these requirements. Hauler shall be responsible for any fines, penalties, enforcement actions and associated costs of such action and all costs associated with clean-up or correction of spills resulting from the transportation of the MSW in Hauler’s hauling vehicles.

2. CRRA or its agents shall be responsible for assuring that Hauler’s trucks are properly loaded at the Mid-Connecticut Facilities and that the Hauler’s trucks have proper access to the Mid-Connecticut Facilities. Hauler recognizes that there will be some delays in the loading of its trucks associated with the normal business operations of the Mid-Connecticut Facilities.
3. All Work shall be performed and completed by Hauler in a good workmanlike manner consistent with: (i) any and all instructions, guidance and directions provided by CRRA to Hauler; (ii) the highest industry standards applicable to Hauler and its performance of the Work hereunder; (iii) performance that minimizes negative impact on the daily operation and functions of CRRA at its Mid-Connecticut Facilities; (iv) any of the terms of, where applicable, CRRA’s Mid-Connecticut Procedures, and (v) all Laws and Regulations related to Hauler’s performance of the Work (hereinafter collectively referred to as the “Standards”).
4. **[Disposal locations to be inserted from the terms of Hauler’s bid submission and after CRRA’s approval of said disposal location(s) at CRRA’s sole and absolute discretion.]** In its performance of the Work, Hauler shall be authorized to transport the MSW to only the following sites: (1) the _____ located in _____; (2) the _____ located in _____; (3) _____ located in _____; or (4) any other disposal site or facility approved in writing by CRRA prior to any disposal by Hauler at said site or facility (the “Disposal Sites”). All such Disposal Sites must be currently permitted disposal facilities operating in accordance with, and pursuant to, all applicable governmental regulations, statutes, permitting requirements, and any other such requirement. Prior to its transportation and disposal of any MSW, Hauler shall provide CRRA with written evidence of its authorization to dispose MSW at the Disposal Sites that is deemed satisfactory to CRRA at its sole and absolute discretion. At CRRA’s discretion, Hauler shall coordinate and obtain the permission of the owner/operator of

the Disposal Sites to allow CRRA, or its agents, to inspect the Disposal Sites at any time during the term of this Agreement.

5. The term of this Agreement shall commence on January 1, 2010 (the "Commencement Date") and shall terminate on June 30, 2011, unless otherwise terminated or extended in accordance with the terms and conditions hereof. At its sole and absolute discretion, CRRA may extend the term of this Agreement an additional one year from July 1, 2011, through June 30, 2012. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA's Board of Directors. CRRA and Hauler hereby acknowledge and agree that time is of the essence with respect to Hauler's performance and completion of the Work hereunder. Accordingly, Hauler shall perform and complete any Work hereunder during the term of this Agreement in accordance with the needs of CRRA to operate its Mid-Connecticut Facilities properly and efficiently.
6. In accordance with the terms of this Agreement, CRRA shall pay Hauler for each ton of MSW removed and transported from the Mid-Connecticut Facilities and disposed at the Disposal Sites during the term of this Agreement. Hauler's total compensation for its MSW removal, transportation, and disposal costs under this Agreement shall be determined as follows: (a) in accordance with the per ton removal and transportation price quotes provided to CRRA by Hauler in its bid submission, Hauler shall be compensated for its removal and transportation costs by the per ton removal and transportation prices to each Disposal Site identified in Paragraph 4 herein and detailed in **Exhibit A**; and (b) from time to time during the term of this Agreement, CRRA shall be authorized to solicit price quotations from Hauler seeking Hauler's then market cost for its per ton MSW disposal costs and, if CRRA agrees to accept said foregoing disposal price quotation, Hauler shall receive said compensation for Hauler's disposal costs [See Paragraph 7 below]. Hauler's foregoing total MSW per ton compensation shall be subject to a semi-annual fuel price adjustment based upon a certain consumer price index; see **Exhibit B** for a description of said fuel price adjustment formula. Payments under this Agreement shall be based upon the scale weight data generated by CRRA's scales. This shall be the total compensation to Hauler for its performance of the Work hereunder. For each ton of MSW removed, transported, and disposed at a Disposal Site by Hauler, Hauler shall provide CRRA with a bill of lading from said receiving Disposal Site.
7. After the execution of this Agreement and on an as needed basis without any guarantee of MSW tonnage, CRRA shall contact Hauler via telephone, facsimile, and/or e-mail to inquire about Hauler's then current per ton market price for Hauler's MSW disposal costs under this Agreement; Hauler shall, within two (2) hours, provide CRRA in writing its foregoing per ton price and duration of its foregoing price offering. On or before the tenth (10th) day of each month in which Hauler provided CRRA with Work, Hauler shall issue to CRRA an itemized invoice for the charges due Hauler for all MSW loaded, transported and disposed of by Hauler hereunder in the immediately preceding month, which invoice shall include, at a minimum, the following information: (i) billing period; (ii) for each load of MSW transported: the date of transportation, truck number, tonnage amount, the weight ticket number issued by the Mid-Connecticut Facility for such load, a copy of the weight ticket issued by the Mid-Connecticut Facility and/or Disposal Site(s) for such load; and (iii) the amount(s) of the applicable per Ton Service Fees due. The MSW tonnage set forth on all invoices to be prepared and submitted by

Hauler hereunder shall be based upon weight tickets issued by the applicable Mid-Connecticut Facility operator, or the operator of another scale approved by CRRA. Except as otherwise set forth herein, all of Hauler's invoices submitted under this Agreement shall be paid by CRRA not later than forty-five (45) days from the date of CRRA's receipt thereof. In the event CRRA disputes all or any portion of any invoice, CRRA may withhold payment of the disputed amount. Invoices shall be payable at the address specified for Hauler herein or at such other address as Hauler may specify.

8. CRRA may terminate this Agreement at any time by giving Hauler ten (10) days written notice of such termination. Upon receipt of such written notice from CRRA, Hauler shall immediately cease the Work, unless otherwise directed in writing by CRRA. Hauler shall also, prior to the termination date, remove all of its personnel and equipment from the Mid-Connecticut Facilities and restore the Mid-Connecticut Facilities, or any improvements located thereon, disturbed or damaged by Hauler or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage.
9. Hauler shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:
 - (a) Commercial general liability (CGL) insurance alone or in combination with Commercial Umbrella insurance with a limit of not less than five million (\$5,000,000.00) dollars per occurrence and aggregated 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 five million (\$5,000,000.00) dollars per accident, and including pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90) shall be attached.
 - (c) Contractor's pollution liability (CPL) insurance with a limit of not less than five million (\$5,000,000.00) dollars. CPL coverage to include endorsement for transportation coverage, as well as disposal locations to which MSW is taken as "non-owned disposal sites" (also known as NODS coverage). Provide such endorsements as evidence this coverage has been procured.
 - (d) Workers' compensation with statutory limits and Employers' Liability insurance limits of not less than one million (\$1,000,000.00) dollars each accident for bodily injury by accident or one million (\$1,000,000.00) dollars for each employee for bodily injury by disease.

All policies for each insurance required hereunder shall: (i) name CRRA as an additional insured (this requirement shall not apply to workers' compensation/employers' liability); (ii) include a standard severability of interest clause; (iii) 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; (iv) hold CRRA free and harmless from all subrogation rights of the insurer; and (v) provide that such required insurance hereunder is primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.

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 of A- VII or better, or are otherwise deemed acceptable by CRRA in its sole discretion.

Hauler shall either have its subcontractors covered under the insurance required hereunder, or require such subcontractors to procure and maintain the insurance that Hauler is required to procure and maintain under this Agreement.

None of the provisions contained herein shall be construed or deemed to limit Hauler's obligations under this agreement to pay damages or other costs and expenses.

CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for: (i) the existence, non-existence, form or legal sufficiency of the insurance described on such certificate, (ii) the solvency of any insurer, or (iii) the payment of losses.

10. Hauler shall at all times defend, indemnify and hold harmless CRRA and its 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), damage to property or any other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, employees, agents or other Haulers, (b) Hauler 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 Hauler or any of its directors, officers, employees, agents, subcontractors or materialmen. Hauler further undertakes to reimburse CRRA for damage to property of CRRA caused by Hauler 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. Hauler's obligations under this Paragraph 10 shall survive the termination or expiration of this Agreement. The existence of insurance shall in no way limit the scope of this indemnification.
11. 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, Hauler shall not include in the fees, and Hauler 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 Hauler 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 Work contemplated by this Agreement.

Hauler 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 Work contemplated by this Agreement, and whether or not there is a mechanism available to Hauler for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Work contemplated by this Agreement.

Hauler and CRRA agree that Hauler is and shall act as an independent contractor.

12. This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof and supersedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
13. This agreement shall be governed by and construed 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.
14. This Agreement may not be amended, modified, or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this agreement unless this Agreement is formally amended, modified, or supplemented.
15. This Agreement may not be assigned in whole or in part by the Hauler except upon the express written consent of the CRRA or such assignment shall be void.
16. Hauler agrees to the following:
 - (a) Hauler agrees and warrants that, in the performance of the Work for CRRA, Hauler will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Hauler that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Hauler 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, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Hauler that such disability prevents performance of the Work involved;
- (b) Hauler agrees, in all solicitations or advertisements for employees placed by or on behalf of Hauler, 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) Hauler agrees to provide each labor union or representative of workers with which Hauler has a collective bargaining agreement or other contract or understanding and each vendor with which Hauler has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Hauler’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) Hauler 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) Hauler 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 Hauler as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*.
 - (f) If this Agreement is a public works contract, Hauler 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.
17. For all State of Connecticut/CRRA 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].
18. Simultaneously with its execution of this Agreement, Hauler executed a document entitled Affidavit Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as **Exhibit D**.

- 19. Simultaneously with its execution of this Agreement, Hauler 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**.
- 20. Simultaneously with his execution of this Agreement, the President of CRRA 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**.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year first written above.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

[HAULER]

By: _____

[Print/Type Name]
Its _____
[Title]
Duly Authorized

EXHIBIT A

To

**MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK
AGREEMENT**

REMOVAL AND TRANSPORTATION PRICES

REMOVAL AND TRANSPORTATION PRICES

[The successful bidder's per ton MSW Removal and Transportation Prices, as submitted on the successful bidder's Bid Price Form, will be added by CRRA.]

EXHIBIT B

To

**MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK
AGREEMENT**

FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT

The fuel prices, as specified in Exhibit A, "Removal And Transportation Prices," will be adjusted semi-annually based on the following formula to reflect (100%) of the semiannual change in the Northeast Urban Automotive Diesel Fuel (Series ID Number APU010074717) as published monthly by the U.S. Department of Labor, Bureau of Labor Statistics.

FORMULA:

Adjusted Fuel Price = Bid Fuel Price x (CPI Current Fuel Price / CPI Fuel Base Price)

HYPOTHETICAL EXAMPLE:

Contract Date	=	January 1, 2010
Bid Fuel Price	=	\$2.90
CPI Rate for January 2010	=	2.955
CPI Rate for July 2010	=	3.235
Fuel Price	=	2.90 x (3.235 / 2.955)
Adjusted Fuel Price	=	\$3.175

EXHIBIT C

To

**MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK
AGREEMENT**

**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

**MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK
AGREEMENT**

AFFIDAVIT CONCERNING NONDISCRIMINATION

AFFIDAVIT CONCERNING NONDISCRIMINATION

[The successful bidder's Affidavit Concerning Nondiscrimination that was that was submitted with the successful proposer's Notice Of Award will be added by CRRA.]

EXHIBIT E

To

**MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK
AGREEMENT**

**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

**MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE
EXPORT TRANSPORTATION AND DISPOSAL WORK
AGREEMENT**

**CRRA PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**MID-CONNECTICUT PROJECT MUNICIPAL SOLID WASTE EXPORT
TRANSPORTATION AND DISPOSAL WORK AGREEMENT
Awarded To**

[NAME OF CONTRACTOR]

(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 ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Mid-Connecticut Project Municipal Solid Waste Export Transportation And Disposal Work 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