

**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

**REQUEST FOR BIDS  
("RFB")  
FOR  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY  
(RFB Number 10-OP-008)**

**BID DUE DATE  
MARCH 24, 2010**

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

**February 22, 2010**

**REQUEST FOR BIDS**  
**For**  
**WASTE COMPACTION DOZER WORK**  
**AT THE MID-CONNECTICUT WASTE PROCESSING FACILITY**  
**(RFB Number 10-OP-008)**

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

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**REQUEST FOR BIDS  
FOR  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 1**

**NOTICE TO CONTRACTORS  
INVITATION TO BID**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO CONTRACTORS – INVITATION TO BID

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. One of CRRA’s facilities is the Mid-Connecticut Resource Recovery Facility (“RRF”), which is a waste-to-energy facility. The Mid-Connecticut RRF includes the Waste Processing Facility (“WPF”), which is the facility where Municipal Solid Waste (“MSW”) is converted into Refuse Derived Fuel (“RDF”). The RDF is then stored on site. At times of peak waste deliveries or machinery shutdowns, MSW and RDF storage areas become full and waste stacking and compaction are required to make room for more incoming MSW and RDF. This stacking and compaction is achieved through the use of a track bulldozer that is rotated between the MSW and RDF storage halls.

The WPF is currently operated by the Metropolitan District (the “MDC”) under contract to CRRA. The WPF is located at 300 Maxim Road, Gate 70, Hartford, Connecticut.

CRRA is seeking bids from qualified contractors to provide all personnel and labor to perform the waste stacking and compaction work at the WPF using a CRRA-supplied dozer (a D6 (Caterpillar) dozer or equivalent). Such work shall be on an on-call, as-needed basis. The successful bidder will also be responsible for providing a means for and transporting the dozer between the MSW and RDF halls when required without driving the dozer on any paved surfaces. The work shall be provided from July 1, 2010 through June 30, 2012, with the option, at CRRA’s sole and absolute discretion, of one (1) one-year extension.

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, February 22, 2010**. 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, 6<sup>th</sup> 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 by telephone (860-757-7703), by e-mail ([rgingerich@crra.org](mailto:rgingerich@crra.org)) or by fax (860-757-7742) at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at CRRA’s office. Payment should be made by check payable to “Connecticut Resources Recovery Authority.”

There will be a mandatory pre-bid conference and tour of the site for all prospective bidders. **The mandatory pre-bid conference and tour will be held at the WPF at 10:00 a.m., Wednesday, March 3, 2010.** Any prospective bidder intending to participate in the tour must contact John Romano by telephone (860-757-7760) or by e-mail ([jromano@crra.org](mailto:jromano@crra.org)) at least 24 hours in advance of the pre-bid conference and site tour (i.e., by 10:00 a.m., Tuesday March 2, 2010).

**Sealed bids must be received at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Wednesday, March 24, 2010.** 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 bidder is subject to the Connecticut Freedom of Information Act.

All questions regarding this RFB must be submitted **in writing** to Ronald Gingerich, by e-mail ([rgingerich@crra.org](mailto:rgingerich@crra.org)), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., Wednesday, March 10, 2010. Subject to the discretion of CRRA, CRRA may decide to provide written responses to contractors no later than Thursday, March 18, 2010. Any contractor 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  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 2**

**INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**

**WASTE COMPACTION DOZER WORK**  
**AT THE**  
**MID-CONNECTICUT WASTE PROCESSING FACILITY**

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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, and four transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste generated in the State. These facilities are operated by entities that are under contract with CRRA.

One of CRRA’s facilities is the Mid-Connecticut Resource Recovery Facility (“RRF”), which is a waste-to-energy facility. The Mid-Connecticut RRF includes the Waste Processing Facility (“WPF”), which is the facility where Municipal Solid Waste (“MSW”) is con-

verted into Refuse Derived Fuel (“RDF”). The RDF is then stored on site. At times of peak waste deliveries or machinery shutdowns, MSW and RDF storage areas become full and waste stacking and compaction are required to make room for more incoming MSW and RDF. This stacking and compaction is achieved through the use of a track bulldozer that is rotated between the MSW and RDF storage halls. CRRA supplies the dozer and the dozer currently in use is a D6 (Caterpillar) dozer.

The WPF is located at 300 Maxim Road, Gate 70, Hartford, Connecticut 06120 and is currently operated by the Metropolitan District (the “MDC”) under contract to CRRA.

CRRA is seeking bids from qualified contractors to provide all personnel and labor to perform the waste stacking and compaction work at the WPF using the CRRA-supplied dozer. Such work shall be on an on-call, as-needed basis. The successful bidder will also be responsible for providing a means for and transporting the dozer between the MSW and RDF halls when required without driving the dozer on any paved surfaces. The work shall be provided from July 1, 2010 through June 30, 2012, with the option, at CRRA’s sole and absolute discretion, of one (1) one-year extension.

**2. RFB Projected Timeline**

The following is the projected timeline for the RFB process:

ITEM	TIME/DATE
RFB Documents Available	Monday, February 22, 2010
Pre-Bid Conference and Site Tour	10:00 a.m., Wednesday, March 3, 2010
Deadline for Written Questions	3:00 p.m., Wednesday, March 10, 2010
Response to Written Questions	No Later Than Thursday, March 18, 2010
Bids Due at CRRA	3:00 p.m., Wednesday, March 24, 2010
Selection and Notice of Award Issued	Friday, April 30, 2010

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) Agreement For Waste Compaction Dozer Work At The Mid-Connecticut Waste Processing Facility (the "Agreement");
  - (2) RFB Package Documents (defined below);
  - (3) Addenda;
  - (4) Contractor's Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-bid documentation submitted prior to the Notice Of Award);
  - (5) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder]; and
  - (6) Any written amendments to the Agreement.
- (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 the waste compaction dozer work at the WPF in accordance with the Contract Documents.
- (f) **Property:** The certain parcel of real property located at 300 Maxim Road, Gate 70, Hartford, Connecticut, upon which property CRRA operates the WPF.
- (g) **RFB Package Documents:**
  - (1) Notice To Contractors – Invitation To Bid;
  - (2) Instructions To Bidders;
  - (3) Bid Security (Bid Bond Form);
  - (4) Bid Form;
  - (5) Bid Price Form;
  - (6) Background And Experience Form;
  - (7) References Form;
  - (8) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
  - (9) Affidavit Concerning Nondiscrimination;
  - (10) Background Questionnaire;

- (11) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
- (12) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder]; and
- (13) Agreement For Waste Compaction Dozer Work At The Mid-Connecticut Waste Processing Facility, including:
  - A. Scope Of Work;
  - B. Compensation Schedule;
  - 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; and
  - F. CRRA President's Certification Concerning Gifts.

- (h) **Site:** Those areas of the Property upon which any of the Work is to be provided, 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 provide all personnel and labor to perform waste stacking and compaction work at the WPF using a CRRA-supplied dozer (a D6 (Caterpillar) dozer or equivalent) (the "Work"). Such Work shall be on an on-call, as-needed basis. The Work shall also include the responsibility for providing a means for and transporting the dozer between the MSW and RDF halls at the WPF when required without driving the dozer on any paved surfaces. The Work shall be provided from July 1, 2010 through June 30, 2012, with the option, at CRRA's sole and absolute discretion, of one (1) one-year extension.

Specific instructions about how the above Work is to be provided are included in **Exhibit A** ("Scope Of Work") of the Agreement.

## 6. Availability Of RFB Package Documents

Complete sets of the RFB Package Documents may be obtained on the World Wide Web beginning Monday, February 22, 2010 at:

<http://www.crra.org> under the “Business Opportunities” page; select the “RFB: Waste Compaction Dozer Work At The Mid-Connecticut Waste Processing Facility” heading.

The RFB Package Documents are in PDF format. Many of the forms included in the documents are also available for downloading in Microsoft Word format on CRRA’s web site. 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, 6<sup>th</sup> 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. There is a charge of \$25.00 for anyone picking up the documents at CRRA’s office. Payment should be made by check payable to “Connecticut Resources Recovery Authority.”

## 7. Mandatory Pre-Bid Conference And Site Tour

**A mandatory pre-bid conference and tour of the Site for all prospective bidders will be conducted by CRRA staff at 10:00 a.m. Eastern Time on Wednesday, March 3, 2010** at the WPF, 300 Maxim Road, Gate 70, Hartford, Connecticut. Bids submitted by a bidder who did not attend the mandatory pre-bid conference and site tour shall be rejected. Alternate times for visiting the Site will not be allowed.

Any prospective bidder intending to participate in the tour must contact John Romano by telephone (860-757-7760) or by e-mail ([jromano@crra.org](mailto:jromano@crra.org)) at least 24 hours in advance of the pre-bid conference and site tour (i.e., by 10:00 a.m., Tuesday, March 2, 2010).

Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this bid solicitation.

## 8. Addenda And Interpretations

CRRA may issue Addenda to the 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](mailto:rgingerich@crra.org)), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut**

**06103-1722). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Wednesday, March 10, 2010.**

Addenda, if any, issued prior to the mandatory pre-bid conference and site tour will be posted on CRRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFB: Waste Compaction Dozer Work At The Mid-Connecticut Waste Processing Facility" heading).

Addenda issued after the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who attended the pre-bid conference and site tour and will be posted on CRRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFB: Waste Compaction Dozer Work At The Mid-Connecticut Waste Processing Facility" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than Thursday, March 18, 2010.

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, March 24, 2010** 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 two (2) copies** of its bid. The original bid shall be stamped or otherwise marked as such.

Each bid (the original and two copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For Waste Compaction Dozer Work At The Mid-Connecticut Waste Processing Facility."

## **10. Period Bids Shall Remain Open**

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

## **11. Non-Negotiability Of The Agreement**

**The terms and conditions of the Agreement (Section 13 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.** This includes, but is not limited to, the insurance requirements (Section 6 of the Agreement).

## **12. Modification/Withdrawal Of 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, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich, at any time prior to the bid due date.

## **13. Bid Security**

Each bid shall be accompanied by a Bid Security. Any bid that does not contain a Bid Security or any bid that contains a Bid Security that does not comply with the following requirements shall be rejected as non-responsive.

### **13.1 Amount of Bid Security**

The Bid Security shall be the amount of \$5,000.00 (Five Thousand Dollars).

### **13.2 Type of Security**

The following are the acceptable forms of Bid Security:

- (a) A cashier's check;
- (b) A certified check; or
- (c) A bid bond in the form included in Section 3 of the RFB Package Documents.

The Bid Security shall be made payable to CRRA.

Any bid bond submitted as Bid Security shall be in the form provided for such bid bond in Section 3 of the RFB Package Documents and such bid bond shall be executed and issued by a surety company acceptable to CRRA. Any bid that does not contain the above requisite Bid Security or any bid that contains Bid Security that does not comply with the foregoing requirements shall be rejected as non-responsive.

### **13.3 Disposition of Bid Security**

The Bid Security of the successful bidder will be retained until such bidder has executed the Agreement, furnished the required contract security and satisfied all other conditions of the Notice of Award, including execution and submission of the Contractor's Certification Concerning Gifts, whereupon such Bid Security will be returned.

If the successful bidder fails to execute and deliver the Agreement, furnish the required contract security, or satisfy all other conditions of the Notice Of Award

within ten (10) days after the issuance of such Notice Of Award, CRRA may annul the Notice Of Award and the Bid Security of that bidder shall be forfeited.

The Bid Security of other bidders whom CRRA believes to have a reasonable chance of receiving the award may be retained by CRRA until the earlier of the seventh (7<sup>th</sup>) day after the Effective Date of the Agreement or ninety (90) days after the bid due date, whereupon the Bid Security furnished by such bidders will be returned. Bid Security with bids that are not competitive will be returned within seven (7) days after the opening of such bids.

#### **14. 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 of the bid (not the title page of the RFB), including the title of the project, 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.); and
  - (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 noting any technical exceptions taken thereto.
- (c) Bid Security (cashier's check, certified check or bid bond) (see Section 13 of this Instructions To Bidders);
- (d) The Bid Form (Section 4 of this RFB), with Addenda, if any, listed in the appropriate place (Page 3), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement section (Page 7);
- (e) The completed Bid Price Form (Section 5 of the RFB Package Documents);
- (f) The completed Background And Experience Form (Section 6 of the RFB Package Documents);
- (g) The completed References Form (Section 7 of the RFB Package Documents);
- (h) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 8 of the RFB

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;

- (i) The completed Affidavit Concerning Nondiscrimination (Section 9 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (j) The completed Background Questionnaire (Section 10 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court); and
- (k) A copy of the bidder's up-to-date certificate(s) of insurance showing all coverages required by Section 6.1 of the Agreement. [Please be advised that this is the area in which bidders seem to have the most difficulty. CRRA requires that the certificate(s) submitted show evidence of exactly the insurance requirements specified in the Agreement (e.g., if Section 6.1 of the Agreement requires Business Automobile Liability insurance covering any automobile or vehicle, the certificate of insurance must have the "any" box checked)].

Bidders should not include in their bids other portions of the Bid 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.

## 15. Bid Opening

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

## 16. CRRA Right To Reject Bids

**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.**

## 17. 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 discrimi-

nate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

### **17.1 Evaluation Criteria**

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

### **17.2 Affirmative Action Evaluation Criteria**

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 8 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 8 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 8 of the RFB Package Documents)); and
- (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 12(h) of this Instructions To Bidders).

## **18. Contract Award**

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

CRRA reserves the right to correct inaccurate awards resulting from CRRA's clerical errors. This may include, in extreme circumstances, revoking a Notice Of Award already made to a bidder and subsequently awarding the Notice of Award to another bidder. Such



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

**19. 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 12 of the RFB Package Documents).

**20. 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.

**21. 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  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 3**

**BID SECURITY  
(BID BOND FORM)**

 **AIA**® Document A310™ – 1970

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and  
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety, hereinafter called  
the Surety, are held and firmly bound unto  
(Here insert full name and address or legal title of Owner)

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

as Obligee, hereinafter called the Obligee, in the sum of (\$ \_\_\_\_\_), for the payment of  
which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
(Here insert full name, address and description of project)

Waste Compaction Dozer Work at the Mid-Connecticut Waste Processing Facility  
Mid-Connecticut Waste Processing Facility  
300 Maxim Road, Gate 70  
Hartford, Connecticut 06120  
Contractor will provide waste compaction dozer work at the facility utilizing a dozer  
provided by CRRA.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the  
Principal shall enter into a Contract with the Obligee in accordance with the terms of  
such bid, and give such bond or bonds as may be specified in the bidding or Contract  
Documents with good and sufficient surety for the faithful performance of such Contract  
and for the prompt payment of labor and material furnished in the prosecution thereof, or  
in the event of the failure of the Principal to enter such Contract and give such bond or  
bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the Work covered by  
said bid, then this obligation shall be null and void, otherwise to remain in full force and  
effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_,

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Principal)* *(Seal)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Title)* *(Seal)*

## **Additions and Deletions Report for AIA<sup>®</sup> Document A310<sup>™</sup> – 1970**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:11:15 on 02/10/2010.

### **PAGE 1**

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

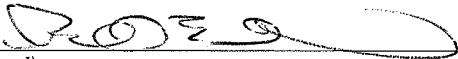
...

Waste Compaction Dozer Work at the Mid-Connecticut Waste Processing Facility  
Mid-Connecticut Waste Processing Facility  
300 Maxim Road, Gate 70  
Hartford, Connecticut 06120  
Contractor will provide waste compaction dozer work at the facility utilizing a dozer provided by CRRA.

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, Ronald E. Gingerich, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:11:15 on 02/10/2010 under Order No. 2753486866\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 1970 - Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ENVIRONMENTAL COMPLIANCE MANAGER

(Title)

2/10/10

(Dated)

**REQUEST FOR BIDS  
FOR  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 4  
BID FORM**



**BID FORM**

**PROJECT:** Mid-Connecticut

**RFB NUMBER:** 10-OP-008

**CONTRACT FOR:** Waste Compaction Dozer Work At The Mid-Connecticut Waste Processing Facility

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

**1. DEFINITIONS**

Unless otherwise defined herein, all terms that are not defined and used in this 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) Deliver to CRRA the requisite certificate(s) of insurance;



- (d) 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
- (e) Satisfy all other conditions of the Notice Of Award.

### **3. BIDDER'S OBLIGATIONS**

If this Bid is accepted by CRRA and CRRA issues a Notice Of Award to Bidder, Bidder proposes and agrees 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 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 to the State of Connecticut Department Administrative Services ("DAS"), 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 agreements 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 11 [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 Background And Experience Form;
- (c) The completed References Form;
- (d) The Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder;
- (e) The Affidavit Concerning Nondiscrimination that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (f) The Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court; and
- (g) A copy of the Bidder's up-to-date certificate(s) of insurance showing all of the insurance coverages required by Section 6.1 of the Agreement.

**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** \_\_\_\_\_, 20 10

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

**REQUEST FOR BIDS  
FOR  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 5**

**BID PRICE FORM**



**BID PRICE FORM**

In the tables below, provide the requested prices.

All Work provided shall be on an **on-call, as-needed** basis. CRRA makes no guarantee or representation regarding the minimum or maximum number of hours of stacking and compaction work will be needed on a daily, weekly, monthly or annual basis.

The Contractor shall be solely responsible for all costs and expenses of providing all personnel, labor, equipment, tools, materials, and any other items necessary for it to perform the Work as specified in the Contract Documents including, but not limited to, **Exhibit A** (Scope of Work) of the Agreement.

CRRA will be responsible for providing fuel for the dozer. Bidder shall not include the price of fuel for the dozer in any of the prices provided below.

**1. BID PRICE**

**1.1 Pricing Period 1: July 1, 2010 through June 30, 2011**

Per Hour Cost for up to 40 hours of work in a week:	\$	<b>Per Hour</b>
Per Hour Cost for over 40 hours of work in a week:	\$	<b>Per Hour</b>
Flat fee, total price for moving the dozer between the MSW and RDF halls:	\$	<b>Per Move</b>

**1.2 Pricing Period 2: July 1, 2011 through June 30, 2012**

Per Hour Cost for up to 40 hours of work in a week:	\$	<b>Per Hour</b>
Per Hour Cost for over 40 hours of work in a week:	\$	<b>Per Hour</b>
Flat fee, total price for moving the dozer between the MSW and RDF halls:	\$	<b>Per Move</b>



**1.3 Pricing Period 3 at CRRA's Sole Option: July 1, 2012 through June 30, 2013**

Per Hour Cost for up to 40 hours of work in a week:	\$	<b>Per Hour</b>
Per Hour Cost for over 40 hours of work in a week:	\$	<b>Per Hour</b>
Flat fee, total price for moving the dozer between the MSW and RDF halls:	\$	<b>Per Move</b>

**2. AFFIRMATION**

Bidder affirms that the prices in Section 1 represents the entire cost to provide 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 construction industry or this Project, 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  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 6**

**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  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 7**

**REFERENCES FORM**



<b>REFERENCES FORM</b>
------------------------

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

**REFERENCE 1**

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

**REFERENCE 2**

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

**REFERENCE 3**

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

**REQUEST FOR BIDS  
FOR  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 8**

**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.</i> <i>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 Business Enterprise based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3.</i> <i>If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor certified by DAS as a Small Business Enterprise? <sup>1</sup>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a Minority Owned 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.</i> <i>If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor certified by DAS as a Minority Owned Business Enterprise? <sup>1</sup>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? <sup>2</sup> <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5.</i> <i>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.</i> <i>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

## FOOTNOTES

- <sup>1</sup> If the Contractor answered "yes" to Question 2A and/or 3A, Contractor must attach a copy of its DAS Set-Aside Certificate to this Questionnaire.
- <sup>2</sup> If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds Fifty Thousand Dollars (\$50,000.00) in any fiscal year, and the Contractor has fifty (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 BUSINESS ENTERPRISE

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

1. Has been doing business under the same ownership or management and has maintained its principal place of business in the Connecticut for at least one year immediately prior to the issuance of the Request For Bids/ Proposals/Qualifications;
2. Has had gross revenues not exceeding fifteen million dollars (\$15,000,000) during its most recent fiscal year; and
3. At least 51% of the ownership of the Contractor is held by a person(s) who exercises the operational authority over daily affairs of the business and has the power to direct policies and management and receives beneficial interests of the business.

## SCHEDULE B CRITERIA FOR A MINORITY OWNED BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Minority Owned Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Business Enterprise;
2. At least 51% of the ownership of the Contractor by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies and receives the beneficial interests of the business;
3. A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

## CONNECTICUT GENERAL STATUTES SECTION 46a-68b

As used in this section and sections 4a-60, 4a-60a, 4a-60g, 4a-62, 46a-56 and 46a-68c to 46a-68k, inclusive: "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

**REQUEST FOR BIDS  
FOR  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 9**

**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 "Agreement for Waste Compaction Dozer Work at the Mid-Connecticut Waste Processing Facility (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 10

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

\_\_\_\_\_  
Commission Expiration Date

**REQUEST FOR BIDS  
FOR  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 10**

**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
<p>1. Has the Contractor or any of the following ever been the subject of a <b>criminal</b> investigation?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</li> </ul> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has the Contractor or any of the following ever been the subject of a <b>civil</b> investigation<sup>1</sup>?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</li> </ul> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> The phrase "civil investigation" means an investigation undertaken by a governmental entity (e.g., federal, state or municipal) that has investigative and enforcement authority (e.g., the Office of the Connecticut Attorney General, the Connecticut Ethics Commission, the Connecticut Elections Enforcement Commission, the federal Securities and Exchange Commission).

	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 <b>criminal</b> 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 <b>civil</b> investigation<sup>1</sup>?</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 \_\_\_\_\_ 20 **10**

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

**REQUEST FOR BIDS  
FOR  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 11**

**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](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

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

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

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

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

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

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

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

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

**REQUEST FOR BIDS  
FOR  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 12**

**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-008

**CONTRACT:** Agreement For Waste Compaction Dozer Work At The Mid-Connecticut Waste Processing Facility

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE OF BID] in response to CRRA's Notice To Contractors – Invitation To Bid for the above-referenced Work, which Work is more particularly described in the "Agreement for Waste Compaction Dozer Work at the Mid-Connecticut Waste Processing Facility" (the "Work").

You are hereby notified that your Bid has been accepted for the Work. The compensation for the Work is as specified in **Exhibit B** (Compensation Schedule) 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 entering the requested information in the "Notices" Section (Section 9.15, Page 20) of the Agreement, signing the Agreement (Page 22), printing the signer's name under the signature line (Page 22) and printing the signer's title following the word "Its" (Page 22);
- (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, 6<sup>th</sup> Floor  
Hartford, CT 06103  
Attention: Ronald Gingerich

Dated this \_\_ day of \_\_, 2010.

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 \_\_\_\_\_, 2010.

By:

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

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

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

**ATTACHMENT A**

**To**

**NOTICE OF AWARD**

**CONTRACTORS CERTIFICATION CONCERNING  
GIFTS**



## CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

### WASTE COMPACTION DOZER WORK AT THE MID-CONNECTICUT WASTE PROCESSING FACILITY

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

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal/statement of qualifications for the "Agreement for Waste Compaction Dozer Work at the Mid-Connecticut Waste Processing Facility" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between February 1, 2010 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/statement of qualifications 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/statement of qualifications for or the negotiation of the Agreement

to

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

4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and
5. The Contractor made the bid/proposal/statement of qualifications 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**

John Romano, Project Manager
Peter Egan, Director of Environmental Affairs and Development

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

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative 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 \_\_\_\_\_ 20 **10**

\_\_\_\_\_  
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  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 13**

**AGREEMENT FOR WASTE COMPACTION  
DOZER WORK AT THE MID-CONNECTICUT  
WASTE PROCESSING FACILITY**

**AGREEMENT  
FOR  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE  
PROCESSING FACILITY**

**BETWEEN**

**CONNECTICUT RESOURCES RECOVERY  
AUTHORITY**

**AND**

**[NAME OF CONTRACTOR]**

**Dated as of July 1, 2010**

**AGREEMENT  
FOR  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

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**EXHIBIT A:** Scope Of Work

**EXHIBIT B:** Compensation Schedule

**EXHIBIT C:** SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban

**EXHIBIT D:** Affidavit Concerning Nondiscrimination

**EXHIBIT E:** Contractor's Certification Concerning Gifts

**EXHIBIT F:** President's Certification Concerning Gifts

This **AGREEMENT FOR WASTE COMPACTION DOZER WORK AT THE MID-CONNECTICUT WASTE PROCESSING FACILITY** (the "Agreement") is made and entered into as of this 1<sup>st</sup> day of July, 2010 (the "Effective 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, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 ("CRRA") and **[NAME OF CONTRACTOR]**, a **[TYPE OF ENTITY]**, having a principal place of business at **[ADDRESS OF CONTRACTOR]** ("Contractor").

## **PRELIMINARY STATEMENT**

**WHEREAS**, CRRA is the owner of a certain Waste Processing Facility (the "Facility") located at 300 Maxim Road, Gate 70, Hartford, Connecticut that is currently operated for CRRA by the Metropolitan District Commission under a contract with CRRA and may in the future be operated by another entity under a contract with CRRA (collectively, the "Facility Operator").

**WHEREAS**, CRRA and Contractor now desire to enter into this Agreement in order to have Contractor render certain independent waste compaction dozer services for CRRA in accordance with the terms and conditions of this Agreement.

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

### **1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION**

#### **1.1 Definitions**

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

- (a) **"Act of Bankruptcy"** means that (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) Contractor shall have failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) Contractor shall have made a general assignment for the benefit of creditors, (d) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors, (e) Contractor shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in a bankruptcy or insolvency proceeding, (f) an order, judgment or decree for relief in respect of Contractor shall have been entered in an involuntary case, without

the application, approval or consent of Contractor by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for Contractor or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days, (g) Contractor shall have filed a voluntary petition in bankruptcy, (h) Contractor shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or (i) an order for relief shall have been entered against Contractor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. §301. For purposes of this definition, the term Contractor shall mean Contractor or Guarantor.

- (b) **“Addenda”** means written or graphic documents issued prior to the bid due date, which clarify, correct or change any or all of the Contract Documents.
- (c) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), Notice To Firms - Invitation To Bid, Instructions To Bidders, Addenda, Contractor’s Bid (including all documentation accompanying such bid, all other documentation submitted in connection with such bid, and all post-bid documentation submitted prior to the Notice Of Award), Notice Of Award and any written amendments to any of the Contract Documents.
- (d) **“Effective Date”** means the date set forth above in this Agreement.
- (e) **“Laws And Regulations”** means any and all applicable current or future 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.
- (f) **“Notice Of Award”** means written notification from CRRA to the apparent successful bidder which 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.
- (g) **“Site”** means those areas of the Property upon which the Work are to be performed, furnished and completed by Contractor in accordance with the Contract Documents.

## 1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;

- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) The words “herein,” “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

## **2. SCOPE OF WORK**

### **2.1 Contractor’s Responsibilities**

Contractor shall be responsible for furnishing all labor, tools, materials, equipment, vehicles and incidentals thereto to render waste compaction dozer work at the Facility, including, but not limited to, the work described in **Exhibit A** attached hereto and made a part hereof (collectively, the “Work”), as such Work may be requested from time to time by an Authorized Representative of CRRA on the terms specified in this Agreement.

### **2.2 Performance And Completion Of Work**

All Work shall be performed and completed by Contractor as an independent contractor, and in a good workmanlike manner consistent and in accordance with:

- (a) Any and all instructions, guidance and directions provided by CRRA to Contractor;
- (b) The Contract Documents;
- (c) Sound bulldozer operation and transportation practices;



- (d) The highest prevailing industry standards applicable to Contractor and its performance of the Work hereunder; and
- (e) All Laws And Regulations.

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

Contractor shall obtain any locally required building or other permits required for the Work, and Contractor shall also assist and fully cooperate with CRRA in obtaining any other applicable permits necessary to begin and complete the Work.

### **2.3 Authorized Representative Of CRRA**

Contractor will only perform Work upon request from an Authorized Representative of CRRA. For purposes of this Agreement, the terms "Authorized Representative of CRRA" or "Authorized Representative" shall mean CRRA's President (the "President"), or any person designated in writing to Contractor by the President. Any Work performed at the request of anyone who is not an Authorized Representative shall not be paid for by CRRA. CRRA and Contractor shall from time to time mutually agree on the method and manner of performing such Work.

### **2.4 Access**

CRRA hereby grants to Contractor, during the Facility's normal hours of operation or any other hours as may be approved by the Facility Operator and/or CRRA, access to only those areas of the Property necessary for Contractor to perform the Work hereunder, provided that:

- (a) Contractor shall not interfere with any other operations or activities being conducted at such Facility by CRRA, the Facility Operator or any other person or entity; and
- (b) Contractor is in compliance with all of the terms and conditions of this Agreement.

If Contractor fails to comply with any of the foregoing conditions of access, CRRA shall provide Contractor with written notice of such failure and Contractor shall have thirty (30) days from the date of such notice to cure such failure. Notwithstanding the foregoing, in the event that any failure by Contractor to comply with any of the foregoing conditions of access causes an emergency situation that either interferes with any of the operations being conducted at the Facility by either CRRA, Facility Operator or any other person or entity or presents a safety or security hazard to the Facility or to any personnel of CRRA or Facility Operator working at the Facility, then CRRA shall immediately notify Contractor of such failure and emergency situation, and, upon Contractor's receipt of such notice Contractor, shall take immediate action to cure such failure. If Contractor does not immediately cure such failure, then CRRA shall have the right, without any obligation to do so, to immediately cure such failure causing such emergency situation, and Contractor shall reimburse CRRA for any and all reasonable costs and expenses incurred by CRRA in taking such curative

action. If, within the foregoing thirty (30) day cure period: (i) Contractor does not cure such failure, (ii) Contractor does not reimburse CRRA in full for any and all reasonable costs and expenses incurred by CRRA in taking any curative action, or (iii) CRRA, by taking any curative action, is unable to cure such failure, then such failure shall constitute a Contractor default hereunder and CRRA shall have the right to revoke the access granted to Contractor herein and to terminate this Agreement in accordance with Section 7 herein. Any payment obligations of Contractor under this Section 2.4 shall survive the termination of this Agreement.

## **2.5 Direction of Work**

CRRA and/or its Authorized Representative may, where necessary or desired, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Work hereunder.

## **2.6 CRRA's Inspection Rights**

Contractor's performance of the Work hereunder is subject to inspection by CRRA. Inspections may be conducted at any time by CRRA. In the event of an inspection, Contractor shall provide to CRRA any documents or other materials that may be necessary in order for CRRA to conduct the inspection. If after any such inspection CRRA is unsatisfied with Contractor's performance of the Work hereunder, Contractor shall, at the direction of CRRA, render such performance satisfactory to CRRA at no additional cost or expense to CRRA.

## **2.7 Change In Scope Of Work**

In the event that CRRA determines during the term of this Agreement that any revisions, modifications or changes are necessary to the Scope Of Work as set forth in Section 2.1 hereof, then pursuant to CRRA's request, Contractor shall promptly commence and perform the services required for such revisions, modifications or changes, which services shall be performed in accordance with the Standards unless otherwise specifically agreed to in writing by CRRA and Contractor. If any adjustment(s) to the Compensation Schedule is required as a result of such revisions, modifications or changes, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s). Contractor shall promptly commence and perform any services required by such revisions, modifications or changes even if CRRA and Contractor cannot agree on the amount of such adjustment(s).

## **2.8 Site And Subsurface Conditions**

All information and data shown or indicated in the Contract Documents with respect to underground facilities, surface conditions, subsurface conditions or other conditions at or contiguous to the Site are furnished for information only and CRRA does not assume any responsibility for the accuracy or completeness of such information and data. Contractor acknowledges and agrees that CRRA does not assume any responsibility for such information and data and that Contractor is solely responsible for investigating and satisfying

itself as to all actual and existing Site conditions, including but not limited to surface conditions, subsurface conditions and underground facilities. Contractor has carefully studied all such information and data and Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including but not limited to surface conditions, subsurface conditions and underground facilities) at or contiguous to the Site and all other conditions or factors which may affect cost, progress, performance, furnishing or completion of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures or performance of the Work to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for Contractor to conclusively determine, and Contractor has so determined, that the Work can be performed, furnished and completed in accordance with the Not-To-Exceed Contract Price and the other terms and conditions of the Contract Documents. In the event that the information or data shown or indicated in the Contract Documents with respect to underground facilities or surface, subsurface or other conditions at or contiguous to the Site differs from conditions encountered by Contractor during performance of the Work, there shall be no increase in the Not-To-Exceed Contract Price as a result of such differing conditions, unless CRRA, in its sole and absolute discretion, agrees in writing to such increase and/or extension.

## **2.9 Restoration**

Unless otherwise directed in writing by CRRA, Contractor shall restore any part of the Property disturbed or damaged by Contractor or any of its directors, officers, employees, agents, sub-contractors or materialmen to the same condition existing immediately prior to such disturbance or damage.

## **3. COMPENSATION AND PAYMENT**

### **3.1 Compensation Schedule**

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

CRRA makes no guarantee as to the amount of work hours provided by the Contractor or equipment movements made by the Contractor. Total hours of work required and number of equipment movement may be affected by circumstances beyond the control of CRRA or the Operator.

### **3.2 Billing And Payment**

The Contractor's dozer operator is responsible for maintaining and completing time sheets with the Facility Operator's shift supervisor and for logging all periods of time the dozer operator is not engaged in actual MSW or RDF stacking and compaction activities including

the times the dozer is down for repair, refueling or being moved around CRRA property. Contractor's Billable Hours will include only those hours the dozer is in actual use for the stacking and compaction of MSW and RDF. When the Contractor is asked to provide work on an as-needed basis, CRRA shall pay for three (3) hours minimum use of the dozer. When monthly invoices are received from the Contractor, CRRA will compare them against the time sheets kept by the Facility Operator shift supervisor. The Contractor shall not be paid for any hours not recorded on the time sheets.

Contractor shall document each time it transports the dozer between the MSW and RDF halls. When the Contractor is asked to transport the dozer, the Contractor shall be paid a flat-rate as specified in **Exhibit B** the covers the Contractor's total cost for such transportation.

On or before the tenth (10th) day of each month, Contractor shall issue to CRRA an itemized invoice for the charges due Contractor pursuant to Subsection 3.1 for all Work performed by Contractor hereunder in the immediately preceding month. The invoice shall include the date of the billing period, the contract number (to be provided by CRRA upon execution of the Agreement) and, for work provided, the following information:

- (a) The date(s) of work;
- (b) The hours work was provided;
- (c) The per hour fee;
- (d) Invoice totals for the total hours of work provided and total fees owed;
- (e) The number of times the dozer was moved from one area of CRRA property to another area of the property;
- (f) The per movement fee;
- (g) Invoice total for the total number of moves and total fees owed; and
- (h) Copies of the dozer operator's signed time sheets.

### **3.3 Payment Procedure**

If CRRA determines, in its sole discretion, that

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

then CRRA shall pay the amount requested within forty-five calendar days after its receipt of such invoice.

If, however,

- (a) CRRA determines that any of the Work for which Contractor has requested payment is not in conformance with the Standards,
- (b) Such invoice does not contain all the requisite information, or
- (c) Contractor is in default hereunder,

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

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

Invoices shall be payable at the address specified for Contractor herein or at such other address as Contractor may specify pursuant to Section 9.15.

### **3.4 Accounting Obligations**

Contractor shall maintain books and accounts of the costs incurred by Contractor in performing the Work pursuant to this Agreement by contract number and in accordance with generally accepted accounting principles and practices. CRRA, during normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.

### **3.5 Audit**

CRRA reserves the right to review the reasonableness of all bills and expenses as they are billed to CRRA by Contractor. Upon reasonable notice from CRRA, Contractor agrees to allow CRRA to audit Contractor's files pertaining to CRRA's Work assigned to Contractor. Any such audit will be conducted on Contractor's premises and Contractor will be expected to produce any pertinent file information requested including Contractor's time and expense records.

For an audit, Contractor shall provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries;
- (b) Each employee's original bills and time slips for the Work;
- (c) A list of hourly rates for each employee providing Work; and
- (d) A detailed explanation of Contractor's billing methods.

CRRA reserves the right to seek reimbursement of inappropriately billed time or expenses.

## **4. TERM OF AGREEMENT**

### **4.1 Term**

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated in accordance with the terms hereof, on June 30, 2012. CRRA shall have the absolute right, at its sole discretion, to extend the Agreement for one additional year from July 1, 2012 through June 30, 2013.

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

### **4.2 Time Is Of The Essence**

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance of the Work hereunder. Accordingly, upon Contractor's receipt of the request from the Authorized Representative to perform the Work, Contractor shall immediately commence performance of the Work requested and continue to perform the same during the term of this Agreement.

## **5. INDEMNIFICATION**

### **5.1 Contractor's Indemnity**

Contractor shall at all times protect, defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any all liabilities, actions, claims, damages losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damages to property or other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents or employees, or (b) Contractor or any of its directors, officers, employees, agents or sub-Contractors, or (c) any other person, to the extent any such

injuries, damages or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents or sub-consultants. Contractor further undertakes to reimburse CRRA for damages to property of CRRA caused by Contractor or any of its directors, officers, employees, agents or sub-Contractors. The existence of insurance shall in no way limit the scope of this indemnification.

## **5.2 Scope**

For purposes of Subsection 5.1 above, (a) the term Contractor shall mean and include Contractor, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners, and (b) the term CRRA shall mean and include Facility Operator, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners.

## **5.3 Survival**

The indemnities contained in this Section 5 of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

# **6. INSURANCE**

## **6.1 Required Insurance**

Prior to execution of this Agreement, Contractor 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 insurance alone or in combination with Commercial Umbrella insurance with a limit of not less than Three Million Dollars (\$3,000,000.00) each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any automobile or vehicle (including owned, hired and non-owned autos or vehicles) with a limit of not less than One Million Dollars (\$1,000,000.00) each accident.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of One Million Dollars (\$1,000,000.00) each accident for bodily injury by accident or One Million Dollars (\$1,000,000.00) for each employee for bodily injury by disease.

## **6.2 Certificates**

Within ten (10) days after CRRA issues the Notice Of Award, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 6.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 below. Additionally, Contractor shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 6.1 above, a certificate or certificates containing the information required by Section 6.3 below and certifying that such insurance has been renewed and remains in full force and effect.

## **6.3 Specific Requirements**

All policies for each insurance required hereunder shall:

- (a) Name CRRA as an additional insured for its vicarious liability arising from Contractor's provision of services hereunder (this requirement shall not apply to worker's compensation insurance, employers' liability insurance or professional liability insurance);
- (b) Include a standard severability of interest clause;
- (c) Provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
- (d) Contain a waiver of subrogation holding CRRA free and harmless from all subrogation rights of the insurer; and
- (e) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.

## **6.4 Issuing Companies**

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

## **6.5 Contractor's Sub-Contractors**

Contractor shall either have its sub-contractors covered under the insurance required hereunder, or require such sub-contractors to procure and maintain the insurance that Contractor is required to procure and maintain under this Agreement.



## **6.6 Umbrella Insurance Liability Coverage**

Contractor may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability insurance and employers' liability insurance.

## **6.7 No Limitation On Liability**

No provision of this Article 6 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.

## **6.8 Other Conditions**

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

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

## **7. DEFAULT AND TERMINATION; DAMAGES**

In the event Contractor fails to perform any of its obligations hereunder, CRRA shall provide Contractor with written notice of such failure and Contractor shall have thirty (30) days from the date of Contractor's receipt of such notice to cure such failure; provided, however, that in the event such failure disrupts the performance of Work hereunder, then CRRA shall have the right to immediately cure such failure causing such disruption, and Contractor shall reimburse CRRA for any and all reasonable costs and expenses incurred by CRRA in taking such curative action within thirty (30) days after the receipt by Contractor of an invoice from CRRA for such costs and expenses.

If:

- (a) Contractor does not cure such failure within the foregoing thirty (30) day period,
- (b) Contractor breaches or defaults under any material representation, warranty, agreement or covenant contained herein or
- (c) Contractor commits an Act of Bankruptcy,

CRRA may terminate this Agreement by written notice to Contractor of such intention and/or pursue any and all other rights and/or remedies that CRRA may have against Contractor at law or in equity or hereunder. Any payment obligations of Contractor under this Subsection 7 shall survive the cancellation, expiration or termination of this Agreement.

## 8. MISCELLANEOUS

### 8.1 Non-Discrimination

Contractor agrees to the following:

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

- (f) If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

## **8.2 Contingent, Management Service And Placement Commissions**

Contractor warrants that during its performance under this Agreement it will not receive, or direct to any third parties, any contingent commissions, management service agreement commissions, or any other form of placement commissions, with the exception of wholesale commissions which are customary in the industry. Contractor warrants that it will disclose to CRRA any wholesale commissions it receives from third parties during and related to Contractor's performance of this Agreement.

## **8.3 Withholding Taxes And Other Payments**

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the Work to be performed hereunder by Contractor, or any of Contractor's employees or sub-Contractors. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.5 and Contractor hereby agrees to indemnify CRRA and hold CRRA harmless against any and all such taxes, insurance or payments, or similar costs which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent Contractor.

## **8.4 State of Connecticut Taxes**

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

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

Contractor should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Work (“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 Contractor 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.

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

#### **8.5 Sub-Contractors**

Contractor shall consult with CRRA before hiring any sub-contractors to perform any Work hereunder. Contractor shall require all of its sub-contractors to abide by the terms and conditions of this Agreement. Moreover, Contractor’s subcontracts with such sub-contractors shall specifically provide that, in the event of a default by Contractor thereunder or under this Agreement, CRRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide CRRA with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also Contractor’s subcontracts with its sub-contractors shall specifically include CRRA as a third party beneficiary and shall provide that such sub-contractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

#### **8.6 Status Of Contractor**

CRRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Work for CRRA hereunder and that Contractor shall perform such Work in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship, an employer-employee relationship or any other relationship between CRRA and Contractor other than that of an owner and an independent Contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of CRRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever.

**8.7 Contractor's Employees**

All persons employed by Contractor shall be subject and responsible solely to the direction of Contractor and shall not be deemed to be employees of CRRA.

**8.8 Restrictions On Parties**

This Agreement shall not be construed to restrict either CRRA or Contractor from entering into other agreements similar to this one with other parties, provided however Contractor shall not render services to another which would either be in conflict with the interests of CRRA or prevent Contractor from performing hereunder. Contractor shall not assign this Agreement or subcontract any of the Work to be performed hereunder without the prior written consent of the Authorized Representative.

**8.9 Entire Agreement**

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

**8.10 Governing Law**

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

**8.11 Assignment**

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

**8.12 No Waiver**

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of CRRA or Contractor thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

**8.13 Mechanic's Liens**

Contractor shall claim no interest in the Property or any equipment, fixtures or improvements located or to be located thereon. Contractor shall not file any mechanic's liens or other liens

or security interests against CRRA or any of its properties, including but not limited to the Property. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or interests by Contractor or any of its sub-consultants or materialmen. Before any sub-consultant or materialman of Contractor commences any Work hereunder, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such sub-consultant or materialman. If any mechanic's lien is filed against CRRA or any of its properties in connection with the Work hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its option but without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor.

#### **8.14 Modification**

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.

#### **8.15 Notices**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below.

(a) If to CRRA:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: Environmental Engineer

With a copy to:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: President

(b) If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

**8.16 Benefit and Burden**

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

**8.17 Severability**

CRRA and Contractor hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

**8.18 Small Contractor Application**

At the request of CRRA and if Contractor qualifies, Contractor shall apply with the State of Connecticut Department of Economic and Community Development, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

**8.19 Whistleblower Protection**

If any officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Contractor shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state Contractors.

## **8.20 Counterparts**

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

## **8.21 Campaign Contribution And Solicitation Prohibitions**

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **Exhibit D** [SEEC Form 11].

## **8.22 Affidavit Concerning Nondiscrimination**

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

## **8.23 Contractor's Certification Concerning Gifts**

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

## **8.24 President's Certification Concerning Gifts**

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the day and year first written above.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: \_\_\_\_\_  
Thomas D. Kirk  
Its President  
Duly Authorized

[NAME OF CONTRACTOR]

By: \_\_\_\_\_  
\_\_\_\_\_  
[Print/Type Name]  
Its \_\_\_\_\_  
[Title]  
Duly Authorized

**EXHIBIT A**

**To**

**AGREEMENT**

**FOR**

**WASTE COMPACTION DOZER WORK**

**AT THE**

**MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SCOPE OF WORK**

## SCOPE OF WORK

The Connecticut Resources Recovery Authority "CRRA" is the owner of the Mid-Connecticut Resource Recovery Facility ("RRF"), which is a waste-to-energy facility. The Mid-Connecticut RRF includes the Waste Processing Facility ("WPF"), which is the facility where Municipal Solid Waste ("MSW") is converted into Refuse Derived Fuel ("RDF"). The WPF is located at 300 Maxim Road, Gate 70, Hartford, Connecticut 06120. The WPF is currently operated by the Metropolitan District ("MDC") under contract to CRRA. The MDC or any other entity retained by CRRA to operate the WPF is referred to in this Scope Of Work as the "WPF Operator."

The RDF is combusted at the Mid-Connecticut RRF to produce steam and generate electricity. However, prior to combustion, the RDF is stored on site. At times of peak waste deliveries or machinery shutdowns, the MSW and RDF storage areas become full and waste stacking and compaction are required to make room for more incoming MSW and RDF. This stacking and compaction is achieved through the use of a track bulldozer that is rotated between the MSW and RDF storage halls.

The Contractor shall be solely responsible for all costs and expenses of providing all personnel, labor, equipment, tools, materials, and any other items necessary for it to perform the foregoing stacking and compaction work consistent with the physical layout of the WPF. CRRA shall provide the track bulldozer required for the Work. The Contractor is also responsible for all costs and expenses of providing all personnel, labor, equipment, tools, materials, and any other items necessary for it to move the track bulldozer between the MSW and RDF storage areas as required (See Section 6.3 below).

The Contractor shall provide the stacking and compaction work and the dozer movement work on **an on-call, as-needed basis**. CRRA makes no guarantee or representation regarding the minimum or maximum number of hours stacking and compaction work will be needed on or the number of times the dozer will have to be moved on a daily, weekly, monthly or annual basis.

When on the premises of the WPF, the Contractor's personnel shall work under the direction of CRRA and the WPF Operator. The Contractor's personnel shall perform its Work in accordance with all rules, regulations, policies, and procedures of CRRA and the WPF Operator with respect to on-site activities, including but not limited to, traffic flow, loading and unloading activities, work inspections, health and safety requirements, and all state and federal laws and regulations.

The Contractor shall operate the CRRA dozer on the Property in a commercially reasonable manner at all times and shall at all times comply with the "Connecticut Resources Recovery Authority Mid-Connecticut Project Dozer Operation Standard Operating Procedure," which Procedure is attached to a made a part of this Scope Of Work.

The Contractor shall be responsible for securing and maintaining all local, state and federal permits, licenses, certificates, insurance, etc. necessary to provide the described Work during the term of the Agreement

The Contractor agrees to cooperate fully in establishing and maintaining a schedule for Work during the entire term of the Agreement.

**1. Vehicle Requirements**

The track bulldozer to be supplied by CRRA shall be a D6 (Caterpillar) dozer or equivalent.

**2. Experience Requirement**

The Contractor and all of its staff who would operate the dozer are required to have extensive track bulldozer experience working with and on MSW and/or RDF in similar operations (i.e. landfill or waste-to-energy operations).

**3. Equipment Wear and Tear**

The track bulldozer is to be operated by a qualified, licensed employee of the Contractor. The Contractor is required to inspect the dozer prior to use and notify CRRA or the WPF Operator whether or not the dozer is in suitable condition to perform the Work. The Contractor's operator must be pre-qualified by CRRA and/or the WPF Operator to operate the dozer. In the event the dozer cannot perform when needed or breaks down during operations, operator shall contact the WPF Operator for any repairs. The WPF Operator shall be responsible for all routine maintenance of CRRA's track bulldozer to be used by Contractor to perform the Work under this Agreement.

**4. Fuel**

Fuel used by the Contractor shall be supplied by the WPF Operator and the cost of fuel shall not be included in per hour operator charge.

**5. Insurance**

CRRA shall provide all necessary insurance coverage for its track bulldozer. The Contractor shall provide all insurance coverage specified in Section 6.1 of the Agreement.

**6. Working at the Mid-Connecticut Waste Processing Facility**

When working on site at the WPF, there are limitations specific to each area of the site as described herein.

**6.1 MSW Hall**

In the MSW hall, MSW is unloaded from tractor-trailers, roll-offs and other self-unloading vehicles (approximately 350 vehicles per day), between the hours of 6:00 AM and 11:00 PM. Pay-loaders operate in this area during all processing hours, pushing the waste and stacking it, or pushing it onto the processing line feed conveyors. Stacking, due to overhead obstructions, is limited to 22 feet above the

floor slab elevation. The inside perimeter of the MSW hall contains a concrete push-wall that extends 18 feet up the wall.

When a dozer operates in the MSW hall, a minimum of one foot of waste shall be maintained between the floor slab and the machine at all times to prevent contact of the dozer's cleats with the floor. The dozer will not be allowed on any paved areas. When loading or unloading a bulldozer on site, the trailer is to either be driven or backed in through the entrance area. The bulldozer can then be unloaded inside the building onto a minimum of one foot of waste.

## **6.2 RDF Hall**

In the RDF hall, loads of processed RDF may be unloaded from time-to-time from trailers and roll-offs and other self-unloading vehicles that enter through the side doors. RDF processed on-site enters the room through an entrance in the concrete push-wall (south wall) in the center of the room. Pay-loaders push the RDF and stack it or push it onto feed conveyors located at the north wall of the hall. The perimeter of the hall has concrete push-walls that extend approximately 18 feet up the wall along with large vertical support columns that are encased by concrete and steel. RDF is stored against these walls.

Stacking in the areas along the walls in the RDF hall is limited to 22 feet above the floor slab elevation. The size of the RDF hall is much smaller than the MSW hall and, therefore, can become a concern when moving the material with a dozer. RDF may get wedged into the dozer track chains, into the belly pan, and may become a fire hazard.

A minimum one-foot layer of RDF must be maintained between the floor slab and the dozer to prevent contact of the dozer's cleats with the floor. The dozer is not allowed on any paved areas. When loading or unloading the dozer, the trailer is to be either driven or backed in through the entrance door of the RDF hall. The dozer can then be unloaded inside the hall onto a minimum of one foot of RDF.

## **6.3 Between the MSW and RDF Halls**

The Contractor must provide the means for transporting the dozer between the MSW and RDF halls without driving the dozer on any paved surfaces. The Contractor is responsible for all costs of transporting the dozer between the MSW and RDF halls, including, but not limited to, the cost of a trailer to carry the dozer, a tractor move the trailer, the driver of the tractor, fuel for the tractor and operation and maintenance costs of the tractor and trailer. CRRA will pay the Contractor for the cost of transporting the dozer on a flat-fee, per-move basis. At the Contractor's request, CRRA will provide an area on site for storage of the transport trailer.

## **7. Safety**

The Contractor's dozer operator shall wear a hard hat, safety glasses, shirt, long pants, safety vest and steel toed work boots when working at the WPF. CRRA is responsible for

ensuring that the dozer in use is equipped with a fire suppression unit mounted on the vehicle. The Contractor's dozer operator is responsible for inspecting the fire suppression unit. In any case, the dozer operator is responsible for the dozer at all times. When working in the MSW and RDF halls, the Contractor's dozer operator must stay on the machine at all times and shall not walk around freely in either hall (emergency situations excepted). Absolutely no waste picking is allowed at any time. Waste picking is the removal of any materials or item(s) from the waste stream for your own or others' personal use. The Contractor and its employees shall abide by all applicable OSHA Standards when working at the plant. When safety concerns arise, the Contractor or its employees shall contact the WPF Operator's plant shift supervisor on duty at the time.

## **8. Coordination With Other Vehicles**

When working on CRRRA Property, the Contractor's dozer operator shall be required to coordinate the stacking and compacting activities with those of the loader operators as follows:

- (a) As trucks unload waste in the MSW hall, the loader operator will push the MSW over to the bulldozer and place it in front of the blade. The Contractor's dozer operator shall then form a ramp out of the MSW and push the MSW up to form a storage pile in the areas specified by the WPF Operator's shift supervisor. The Contractor's dozer operator shall then cycle back into a position that allows the loader operator to push more MSW in front of the dozer blade. The Contractor's dozer operator must coordinate a plan of action with the WPF Operator's shift supervisor and the loader operator prior to commencing work. This shall be done to familiarize the Contractor's dozer operator with the scope of work to be performed that day and to coordinate work efforts with the loader operators.
- (b) As processed waste enters the RDF hall through the push-wall in the RDF hall, the loader operator will push the material over to the dozer and place it in front of the blade. The Contractor's dozer operator will then push the RDF up to form a ramp out of the RDF. The Contractor's dozer operator will then push the RDF up to form a storage pile in the area specified by the WPF Operator's shift supervisor. The Contractor's dozer operator shall then cycle back into a position that allows the loader operator to push more RDF in front of the dozer blade. The Contractor's dozer operator must always coordinate a plan of action with the WPF Operator's shift supervisor and loader operator prior to commencing work. This shall be done to familiarize the Contractor's dozer operator with the scope of work to be performed that day and to coordinate work efforts with the loader operator.

## **9. Communications and Time Sheets**

Whenever on CRRRA Property performing work, the Contractor's dozer operator shall be required to maintain time sheets in conformance with Section 3.2 of the Agreement. Completed time sheets shall be signed by the dozer operator and submitted with the Contract-

tor's invoices for payment for work. CRRA shall not pay for hours billed by the Contractor that are not supported by a signed time sheet.

Whenever the Contractor's dozer operator arrives on site, the operator is required to check in with the WPF Operator's shift supervisor. At this time the shift supervisor will log in the start time of the Contractor's dozer operator. When problems occur during work hours or when breaks are taken (such as work stoppages, equipment breakdown, emergencies, lunch breaks, etc.), the Contractor's dozer operator is required to contact the WPF Operator's shift supervisor immediately.

At the end of the workday, the Contractor's dozer operator shall notify the WPF Operator's shift supervisor and sign-out for the day before leaving the property.

Equipment downtime shall be logged by the Contractor's dozer operator and reported to the WPF Operator's shift supervisor immediately.

The Contractor's dozer operator shall immediately report to the WPF Operator's shift supervisor all equipment failures. Should the equipment fail in either the MSW or RDF halls and, therefore, interfere with the operations of the WPF, the Contractor shall make every attempt to move the equipment to an area acceptable to the WPF Operator's shift supervisor.

In the event the Contractor fails to move failed equipment in an expeditious manner, CRRA or the WPF Operator shall have the right to take whatever action is necessary to remove the equipment.

On occasion, highly flammable materials, such as propane tanks, are commingled with the MSW delivered by haulers to the WPF. These materials are considered to be unacceptable waste and are not supposed to be delivered to the WPF. However, these wastes will routinely be discovered in the waste stream and are considered to be part of normal operating conditions. When highly dangerous or flammable materials are identified in the waste by the Contractor's dozer operator, the dozer operator shall immediately make a WPF Operator employee aware of the location of the material so that it can be safely removed from the waste stream.

## **10. Storage of Dozer on Site**

CRRA's dozer will not be allowed to be parked inside the RFD or MSW halls at any time.

CRRA's dozer is to be parked and/or stored on the concrete pads located near the west door of the RDF hall or next to bay door #1 of the MSW hall or on the concrete pad outside of the RDF hall.

Prior to removing the dozer from the MSW or RDF halls, Contractor must clean the dozer (including the deck of the trailer) of waste material.

# **CONNECTICUT RESOURCES RECOVERY AUTHORITY MID CONNECTICUT PROJECT DOZER OPERATION STANDARD OPERATING PROCEDURE (“SOP”)**

The Connecticut Resources Recovery Authority (“CRRA”) is the owner of the Mid-Connecticut Waste Processing Facility (“WPF”) located at 300 Maxim Road, Hartford, Connecticut, which is currently operated by the Metropolitan District Commission (“MDC”) under a contract with CRRA. The MDC or any other entity retained by CRRA to operate the WPF is referred to in this SOP as the “WPF Operator.”

At the WPF Municipal Solid Waste (“MSW”) is converted into refuse-derived fuel (“RDF”). The RDF is stored on site. At times of peak waste deliveries, machinery shutdowns and planned and unplanned outages, MSW and RDF storage areas may become full and waste stacking and compaction are required to make room for more incoming MSW and RDF. This stacking and compaction is achieved through the use of a track bulldozer provide by CRRA that is rotated between the adjacent MSW and RDF storage halls.

In order to achieve this needed stacking and compaction work, CRRA contracts for the operation of its dozer. CRRA provides the necessary equipment to perform this work and, in this case, provides the use of a D6 Caterpillar dozer or its equivalent.

The contracted dozer operator (“Dozer Operator”) is required to have extensive track bulldozer experience working with and on MSW and/or RDF or similar operations (i.e. landfill or waste-to-energy operations).

## **Dozer Compaction - Standard Operating Procedure (“SOP”)**

1. Dozer Operator must be qualified and licensed to operate the track dozer and meet all CRRA and WPF Operator expectations.
2. Dozer Operator, before commencing compaction services, must participate in a WPF safety review and acquire PPE gear. This is managed through the WPF Operator.
3. Dozer Operator shall follow all WPF safety procedures as established by the WPF Operator.
4. Dozer Operator shall wear, at a minimum, hard hat, safety glasses, shirt, long pants, safety vest and steel toed work boots when working at the WPF.
5. Dozer Operator shall check in at the WPF administration office with the designated WPF Operator supervisor at the beginning of each shift.
6. WPF Operator’s shift supervisor will direct the compaction requirements for the day.



7. Dozer Operator shall check out at the end of each shift with the WPF Operator supervisor.
8. Each day Dozer Operator shall complete an equipment review of the dozer including fuel, lubricants, and alarms and clean out of waste material buildup around key areas (i.e. radiator, belly pan, transmission, track chains etc.) NOTE: fuel for dozer is provided by the WPF Operator.
9. Dozer Operator shall be in full communication with the WPF Operator's loader operators in both the MSW and RDF halls.
10. Dozer Operator shall not drive the dozer on any paved areas. A minimum of one foot of waste shall be maintained between the floor slab and the machine at all times to prevent contact of dozer cleats with the floor operating in the MSW and RDF halls.
11. Stacking and compaction in the MSW and RDF halls is limited to 22 feet above the floor slab.
12. As trucks unload waste in the MSW hall, a WPF Operator's loader operator pushes MSW towards the dozer.
13. Dozer Operator forms a ramp using MSW to access, push and compact an area specified by WPF Operator's shift supervisor.
14. In RDF hall, a WPF Operator's loader operator pushes RDF towards the dozer.
15. Dozer Operator forms a ramp using RDF to access and create storage piles as directed by the WPF Operator's shift supervisor.
16. Dozer Operator shall use compaction methods that create a stable work area at all times.
17. Dozer Operator shall transport dozer between the MSW and RDF halls on an on-call, as-needed basis without driving on any paved surfaces.
18. Dozer Operator is required to contact the WPF Operator's shift supervisor immediately to report problems (work stoppages, equipment breakdown, emergencies, etc) or when breaks are taken, (lunch, etc).
19. Dozer Operator shall blow down the dozer radiator and/or other areas that may contribute to overheating of the dozer.
20. Dozer Operator shall never operate the dozer in overheated mode or with any fuel or lubricant leaks.
21. Dozer Operator shall park or store dozer on concrete pad outside west door of RDF hall or next to bay door #1 of the MSW hall when not in use. The dozer shall never be parked or stored inside any enclosed area.

**EXHIBIT B**  
**To**  
**AGREEMENT**  
**FOR**  
**WASTE COMPACTION DOZER WORK**  
**AT THE**  
**MID-CONNECTICUT WASTE PROCESSING FACILITY**  
**COMPENSATION SCHEDULE**

## COMPENSATION SCHEDULE

[The Contractor's "Bid Price Form" that was submitted by the Contractor with the Contractor's Bid, as such Form may be modified based on negotiations between CRRA and Contractor over prices, will be added by CRRA.]

**EXHIBIT C**

**To**

**AGREEMENT**

**FOR**

**WASTE COMPACTION DOZER WORK**

**AT THE**

**MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SEEC FORM 11**

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

SEEC FORM 11

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

**EXHIBIT D**

**To**

**AGREEMENT**

**FOR**

**WASTE COMPACTION DOZER WORK**

**AT THE**

**MID-CONNECTICUT WASTE PROCESSING FACILITY**

**AFFIDAVIT CONCERNING NONDISCRIMINATION**

# **AFFIDAVIT CONCERNING NONDISCRIMINATION**

[The Contractor's "Affidavit Concerning Nondiscrimination" that was submitted by the Contractor with the Contractor's Bid will be added by CRRA.]



**EXHIBIT E**

To

**AGREEMENT**

**FOR**

**WASTE COMPACTION DOZER WORK**

**AT THE**

**MID-CONNECTICUT WASTE PROCESSING FACILITY**

**CONTRACTOR'S CERTIFICATION CONCERNING  
GIFTS**

# CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

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

**EXHIBIT F**

**To**

**AGREEMENT**

**FOR**

**WASTE COMPACTION DOZER WORK**

**AT THE**

**MID-CONNECTICUT WASTE PROCESSING FACILITY**

**CRRA PRESIDENT'S CERTIFICATION**

**CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION  
CONCERNING GIFTS**

**AGREEMENT  
FOR  
WASTE COMPACTION DOZER WORK  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**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 "Agreement for Waste Compaction Dozer Work at the Mid-Connecticut Waste Processing Facility" 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 \_\_\_\_\_ 20 **10**

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