

CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

**REQUEST FOR QUALIFICATIONS
FOR
OPERATION AND MAINTENANCE OF THE
MID-CONNECTICUT RESOURCES RECOVERY
FACILITY
(RFQ Number 10-OP-002)**

**STATEMENT OF QUALIFICATIONS DUE DATE:
NOVEMBER 4, 2009**

***SERVICES OVERVIEW AND QUALIFICATIONS
SUBMITTAL REQUIREMENTS***

**CONNECTICUT RESOURCES RECOVERY AUTHORITY
100 CONSTITUTION PLAZA
HARTFORD, CONNECTICUT 06103**

DATED: SEPTEMBER 14, 2009

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1. INTRODUCTION

The Connecticut Resources Recovery Authority (“CRRA”) is issuing this Request for Qualifications (“RFQ”) to obtain Statements of Qualifications from entities interested in operating and maintaining CRRA’s Mid-Connecticut Resources Recovery Facility (“Facility”) located in the South Meadows area of Hartford, Connecticut. By mid-November 2012, or sooner, the bonds for the Facility will be retired, the municipal service agreements that supported the bonds will have expired and the contracts with the current operators of the Facility will have terminated.

Through this solicitation, CRRA will evaluate an interested entity’s qualifications in relation to two separate and distinct business models being evaluated by CRRA as described below. CRRA intends to implement the model which will provide the best value to the Connecticut municipalities that CRRA will serve. In determining which model will provide the best value, CRRA will depend on the bids submitted by entities in response to a request for bids that will be subsequent to this RFQ.

1.1 Business Model 1 – O&M of the Facility via a Management Agreement

Under Model 1, CRRA will have direct responsibility for overall management of the Facility. Planning, personnel, materials, and other items needed to operate and maintain the Facility on a daily basis will be provided by Contractor. It is estimated Contractor will need to provide between 115 and 130 employees (exclusive of sub-contract labor) to properly operate and maintain the Facility on a day-to-day basis. Contractor will be reimbursed on a cost plus fixed fee basis.

1.2 Business Model 2 – O&M of the Facility via an Executive Agreement

Under Model 2, Contractor will be solely responsible for the operation and maintenance of the Facility, including expenditures for capital projects. Under this business arrangement CRRA will reserve for its use an as yet unspecified maximum amount of tons (at a rate to be negotiated) at the Facility with the remainder available for use by the Contractor. The Contractor will receive the tip fees, electric revenues and any other revenues generated by the facility.

2. OVERVIEW OF CRRA AND THE MID-CONNECTICUT RESOURCES RECOVERY FACILITY

2.1 Connecticut Resources Recovery Authority

CRRA is a quasi-public entity, a body politic and corporate, created pursuant to Connecticut General Statutes Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the “State”). CRRA has the responsibility for implementing solid waste disposal and recycling programs throughout the State in accordance with the State Solid Waste Management Plan, and is authorized to issue and sell bonds and notes to accomplish this purpose and to enter into contractual arrangements with the private sector where such arrangements will best accomplish CRRA’s purposes. CRRA oversees a statewide

network of three resources recovery facilities, two recycling and education centers, and four transfer stations.

2.2 Mid-Connecticut Resource Recovery Facility

The Mid-Connecticut Resource Recovery Facility (the "Facility") was accepted by CRRA for operations in 1988 and is permitted to process 888,000 tons of Acceptable Solid Waste per year and currently serves the waste disposal needs of seventy (70) Connecticut municipalities and numerous businesses and private commercial waste haulers. The Facility is a refuse-derived fuel ("RDF") plant comprised of the waste processing facility (the "WPF"), the power block facility (the "PBF") and the electrical generation facility (the "EGF"). The Facility was designed by Combustion Engineering.

2.2.1 Waste Processing Facility

The WPF is located at 300 Maxim Road, (Gate 70) in the South Meadows area of Hartford, Connecticut. The WPF is comprised of a scale house, spare parts storage building, facility grounds, mobile equipment, and waste processing building. The WPF houses administrative offices, a truck maneuvering hall, a MSW tipping floor, a RDF storage floor, and several storage areas and equipment rooms. Also located on the Facility grounds are two regenerative thermal oxidizers ("RTOs") that are part of the Mid-Connecticut Air Processing System ("MCAPS" odor control system).

The WPF prepares MSW for burning by removing Non-processible Waste, Process Residue and Ferrous Metals and reducing the remaining waste to a size suitable for use as fuel/RDF, in the PBF boilers. The processing system includes six key steps: manual picking from in-feeds, coarse shredding, magnetic separation, coarse screening, fine screening and fine shredding.

The WPF layout includes two (2) conveyor feed lines to carry MSW from the receiving floor through a dual processing system to produce RDF. Each piece of equipment used to process MSW is designated by number and has a nominal and maximum capacity value. These designated values represent the operating speeds or MSW throughput capacity of each of the conveyor lines. In general, these lines are rated at a nominal capacity of 100 tons/hour and a maximum rated capacity of 150 tons/hour.

The major pieces of equipment comprising the processing trains are:

- (a) C-E Raymond Horizontal flail mill hammers,
- (b) REG Associates Electrodrum magnets,
- (c) C-E Raymond Trommel Screens, and
- (d) Williams Patent Crusher and

The major systems housed in the WPF include the compressed air systems, electrical system, and the fire detection and protection system.

Truck Deliveries. All MSW transfer vehicles are weighed on either of two 60-foot, 60-ton capacity scales located adjacent to the central scale house. All delivery trucks are pre-permitted by CRRA with registered sources, vehicle descriptions and tare weights. This information is used to produce Scale House Transaction Detail reports.

MSW Receiving and Inspection. After weighing, vehicles proceed to a staging area/queue outside of the truck maneuvering hall. A facility operator directs trucks to the bay doors at the entrance of the MSW tipping hall. Once the material is discharged onto the tip floor, the facility operator inspects the material for Non-Processible or Unacceptable Wastes. The MSW receiving hall has a holding capacity of approximately 5,000 tons of waste material. The MSW can be compacted, when necessary, to store up to 9,000 tons. MSW is staged on the tipping floor to ensure processing occurs on a first-in/first-out basis pursuant to CRRA's Connecticut Department of Environmental Protection ("CTDEP") permit.

Waste Processing. Each of the two processing lines carry MSW through the WPF as processing is performed.

- ***Picking and Feed Conveyors***

The MSW is pushed from the tip floor onto the load conveyors, then to an inclined leveling conveyor, over a "waterfall" drop area and onto a horizontal conveyor, where the picking stations are located. The "waterfall" action helps to expose large objects that should be removed by picking station operators. The picking station operators use grapples to pick large or unacceptable materials from the waste stream. Rejected material is placed on the Non-Processible feed conveyor, which leads to the Non-Processible load-out conveyor and into a trailer staged to accept the material. There are typically one to four trailers loaded each processing day with rejected or Non-Processible material.

After the picking station, the waste moves up inclined conveyors to the Primary Shredder. All conveyor lines in the twin systems have a nominal rated capacity of 100 tons/hour and a maximum rated capacity of 150 tons/hour.

- ***Coarse Primary Shredding***

The remaining waste (96%-99% of the MSW received) is fed by the conveyors to flail-type shredders (bag breaker), which produce a coarse material at a rated capacity of 100 tons/hour nominal and 130 tons/hour maximum. The shredder opens plastic garbage bags, loosening and exposing all materials. Glass is broken, but not finely pulverized.

The shredders are located in separate silos to provide insulation from noise and explosions. In the event of an explosion or fire, the silos are vented through the top of the silos which are fitted with "blow away" fabric roof tents. The silo consists of four compartments that house the shredders and dust control units. Each compartment is equipped with blast doors that are kept locked to personnel when waste is being processed.

- ***Magnetic Separation***

Large drum-type magnets remove ferrous metal from the waste stream. The primary magnet is rated at a 100 tons/hour nominal capacity and 150 tons/hour maximum capacity. Removed ferrous is conveyed to a load-out area where 100-cubic yard trailers are staged for loading. When filled, the trailers are staged in the Facility yard to await transport to a recycling facility. Between two and six loads of ferrous (averaging 3.5% of the MSW stream by weight), are removed from the site each day.

Materials not removed by the magnets drop to a flow splitting conveyor, separating the waste stream onto two rubber belts that feed the two primary separators. Each belt has a 50 tons/hour nominal, 75 tons/hour maximum throughput capacity.

- ***Primary Separator***

The remaining waste (92%-97% of the original waste stream), passes through one of the two primary rotary separators. The first section of a primary separator is equipped with screens incorporating small openings to remove small pieces of non-combustible waste (sand, dirt, broken glass, etc.). The second section of the primary separator is equipped with screens incorporating larger openings that remove waste already suitable for use as RDF without additional shredding.

- ***Secondary Separator***

The waste that is already suitable for use as RDF is conveyed to the secondary separator. The secondary separator removes additional non-combustible materials or residue. The residue is conveyed directly to the residue load-out area. The remaining waste passing through the secondary separator drops onto the RDF conveyors and travels through a stationary packer and is deposited onto the RDF storage hall floor. This represents between 15-30% of the total waste stream.

The small fraction residue or "unders" comprises 10-13% of the waste stream by weight. This material is conveyed to a load-out area where it is deposited into 100-cubic yard trailers staged to accept the material. When filled, the trailers are staged in the yard for transport to a landfill by CRRA's transportation contractor.

- ***Fine Shredding***

The secondary shredder, or fine shredder, is a hammer mill designed to produce three to four inch-sized pieces of RDF. The secondary shredders have a nominal and maximum throughput rating of 50 tons/hour. Each shredder has an air sweep system to pull air through the shredder and to clean the air. Dust and other fine particles are collected in a cyclone separator and bag house and returned to the RDF stream. The RDF leaving the secondary shredder is conveyed to the RDF storage floor.

2.2.2 Power Block Facility

The PBF is located 1 Reserve Road, Hartford, Connecticut. The PBF includes all equipment and systems necessary to receive RDF from the WPF, receive, store and feed coal¹; combust these fuels to produce steam to generate electricity in the EGF; and clean the boiler combustion gases of acid gases and combustion particulates.

- ***RDF Handling***

RDF from the WPF is conveyed to the boilers on two parallel belt conveyors, each having a rated capacity of 78 tons per hour. Small metering bins located at each boiler receive the RDF and deliver it by gravity at a controlled rate through long chutes to the pneumatic RDF distributor located in the boiler wall.

- ***Boiler System***

The PBF has three (3) C-E Model VU-40 travelling grate, spreader-stoker boilers, each with a rated throughput capacity of 677 tons of RDF per day. The boilers are designed to burn RDF and coal in any proportions. These boilers are a “waterwall” furnace design. The boiler walls are constructed of closely spaced, welded steel tubes through which boiler water circulates. Steam is separated in the upper steam drum from the water heated in the boiler waterwall tubes and passes through tubular superheaters located at the top of each boiler. The steam is further heated there by combustion gases before such gases exit the boiler through flue gas ducts.

All steam from the three boilers is directed to the two (2) turbine generators in the EGF by a single pipe header. After passing through the turbine generators, the steam is condensed in water-cooled condensers and re-circulated to the boiler to be fed through the waterwall tubes once again. The rated steam capacity of each boiler when burning RDF is

¹ Note that with sufficient waste under contract to operate the boilers at or near capacity on a continuous basis, coupled with the rising costs of coal, CRRRA discontinued the practice of combusting coal in the boilers in 2005.

231,000 pounds per hour of steam at a superheater outlet temperature of 825 degrees Fahrenheit at a pressure of 880 pounds per square inch gauge (“psig”)

The travelling grates are a continuous ash discharge type which travel from the rear toward the front of the boiler in the fashion of a wide conveyor.

A feeder in the bottom of each RDF metering bin is controlled by individual boiler outlets that respond to the steam demand of the turbine generators. RDF descends through chutes to the pneumatic fuel feeders where high pressure air promotes an even feed of the RDF to the grate surface. Coal can be fed directly below the RDF feed location through pneumatic distributors. Because RDF delivered to the boiler has a range of particle sizes and densities, combustion of the RDF occurs partly in suspension and partly on the grate.

- ***Dry Scrubbers***

The hot combustion gases exiting the boilers passes through an economizer, air heater and flue gas ducts to air pollution control equipment called dry scrubbers, (which consist of quench reactors and fabric filters (baghouses)) prior to discharge through a 213-foot, single-flue stack. In the quench reactors, a lime slurry is introduced through a mechanical rotary atomizer to mix the lime additive with the combustion gases to neutralize the gases. The slurry is dried by the heat of the combustion gases to form particles that are removed in a baghouse along with other combustion particulates.

- ***Ash Handling***

Bottom ash and grate siftings fall into water-filled conveyor troughs below the grate having submerged drag chain conveyors. The ash is dewatered as it travels up the inclined section of the submerged drag chain and then onto belt conveyors, later mixed with flyash in pugmills and is subsequently discharged into the ash receiving building for loading into 100-cubic yard trailers for disposal at a landfill. Flyash collected in the baghouse is conveyed to the pugmills.

2.2.3 Electric Generating Facility

The EGF is located at 1 Reserve Road, Hartford, Connecticut and consists primarily of:

- (a) two (2) 45 megawatt steam turbine-generators;
- (b) two steam condensers and related circulating water system to cool steam exhausted from the turbine-generators;
- (c) high voltage step-up transformers and switchgear; and

(d) auxiliary equipment.

The turbine-generators were manufactured by General Electric and originally installed in 1942 and 1949 and operated until 1975. These units were refurbished by the Connecticut Light and Power Company in the mid-1980s for use by CRRA.

3. CONTEMPLATED TERM

CRRA currently has two contractors operating the Facility. The Metropolitan District Commission (the "MDC") operates and maintains the WPF and Covanta Energy, Inc. ("Covanta") operates and maintains the PBF and EGF. The WPF/CRRA agreement term is December 30, 2011. The PBF/EGF/CRRA operator agreement term is May 31, 2012.

Under either business model, CRRA expects to contract with a single entity for the operation and maintenance of the entire Facility. Each of the current contractors uses discrete computerized maintenance management systems, parts inventory systems, accounting systems, personnel policies and procedures, etc. As a result, a number of important projects ("Transition Activities") will need to be completed prior to the commencement of O&M services to effectuate an efficient and orderly transition to a single contractor. CRRA believes there are benefits inherent in having the Contractor selected to perform the O&M services also take a lead role in planning and implementing the Transition Activities. Therefore, it is CRRA's goal to have the new O&M Agreement and Contractor in place on or about July 1, 2010 (approximately 18 months prior to the commencement of O&M services), thus providing CRRA and Contractor sufficient time to plan and perform the Transition Activities.

3.1 Business Model 1 – O&M of the Facility via a Management Agreement

Under Business Model 1, upon expiration of the current agreements CRRA will contract with a single entity for the operation and maintenance of the entire Facility. However, because the current agreements come to term on different dates, the selected entity (the "Contractor") will assume responsibility for O&M activities on a staggered schedule as described below:

- (a) Base term of five (5) years, six (6) months and one (1) day commencing with the O&M of the WPF at 12:00 AM, December 31, 2011 and ending 11:59 PM June 30, 2016 with up to five (5) divisible one (1) year Extension Periods with Extension Period 1 commencing July 1, 2016 and ending June 30, 2017, Extension Period 2 commencing July 1, 2017 and ending June 30, 2018 and so on for up to five (5) divisible one (1) year extension periods. All Extension Periods are exercisable at CRRA's sole and absolute discretion.
- (b) PBF and EGF O&M activities will be assumed by the Contractor at 12:00 AM June 1, 2012.

3.2 Business Model 2 – O&M of the Facility via an Executive Agreement

Under Business Model 2, upon expiration of the current agreements CRRA may contract with a single entity for the operation and maintenance of the entire Facility via an agreement. However, because the current agreements come to term on different dates, the selected entity (the “Contractor”) will assume responsibility for O&M activities on a staggered schedule as described below:

- (a) Base term of no less than ten (10) years six (6) months and one (1) day commencing with the O&M of the WPF at 12:00 AM, December 31, 2011 and ending no earlier than 11:59 PM June 30, 2021.
- (b) PBF and EGF O&M activities will be assumed by the Contractor at 12:00 AM June 1, 2012.

4. OVERVIEW OF BUSINESS MODEL 1 – O&M OF THE FACILITY VIA A MANAGEMENT AGREEMENT

4.1 Services to be Provided

CRRA is seeking the services of a qualified entity (the “Contractor”) to:

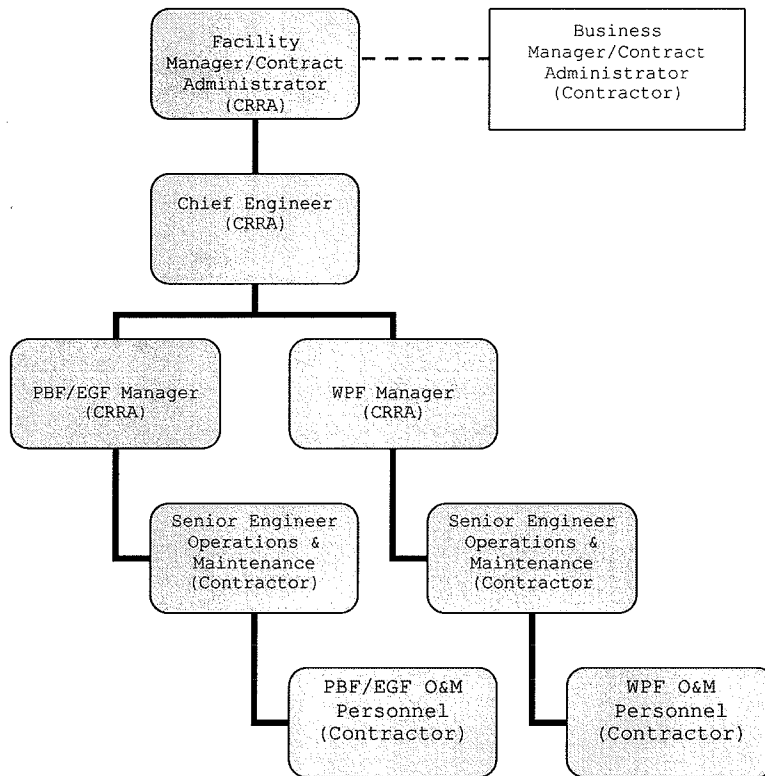
- (a) Take a lead role in the planning and implementation of the Transition Activities needed to move from two contract operators to a single operator for the O&M of the Facility. While not an exhaustive list, Transition Activities will include:
 - (1) Integration of PBF/EGF/WPF computerized Maintenance Management Systems (CMMS);
 - (2) Development of integrated PBF/EGF/WPF/CRRA financial and purchasing accounting systems;
 - (3) Development of personnel policies;
 - (4) Review and refinement as needed of the Facility’s predictive maintenance program (PdM), critical spare parts program, critical devise testing program, failure analysis program, Facility safety program, etc.; and
 - (5) Development of Facility procurement policies and procedures, etc.
- (b) Provide the labor, services, materials and other items needed to operate and maintain the Facility, including but not limited to:
 - (1) Planning, organizing, scheduling, coordinating and controlling the labor, resources, programs and activities to ensure the effective and economical management, operation and maintenance of the Facility;
 - (2) Operate and maintain all Facility electrical, mechanical, plumbing, and utility systems;
 - (3) Maintain all buildings, roads and drives, storm water systems, property signage and lighting;

- (4) Maintain an inventory of consumables and critical spare parts;
- (5) Rolling stock maintenance;
- (6) Oversight of the Facility Safety Program;
- (7) Grounds maintenance and landscaping;
- (8) Pest control;
- (9) Cleaning including pressure washing and janitorial services;
- (10) Procurement services, subject to approval of Facility Manager and in accordance with Facility procurement policies and procedures;
- (11) Participation in special project planning and implementation (capital projects) such as replacements, additions or modifications to operating systems and buildings;
- (12) Personnel training;
- (13) Compliance with all environmental and operating permits, statutes and regulations;
- (14) Maintenance of a technical library consisting of all applicable records such as "as-built" drawings, equipment warranty information, equipment manufacturer technical and maintenance information, etc.

For such services CRRA will reimburse the Contractor on a cost plus fixed fee basis.

4.2 Contemplated Management Structure and Budgetary Process

Under the new Agreement, CRRA will assume direct responsibility for overall management of the Facility. Personnel, materials, and other items needed to operate and maintain the Facility on a daily basis will be provided by Contractor. It is estimated Contractor will need to provide between 115 and 130 employees (exclusive of contract labor) to properly operate and maintain the Facility on a day-to-day basis. Illustrated below is an abbreviated table of organization of the contemplated management structure.



Each Contract Year will commence on July 1 and end on June 30 (coterminous with CRRA’s fiscal year). Prior to the commencement of each Contract Year, Contractor will submit to CRRA for review and adoption an annual operating and maintenance budget and a capital replacement budget. CRRA will pay Contractor for the actual cost of labor, services and materials provided, plus a profit markup. Actual expenditures will be reviewed jointly by CRRA and Contractor representatives in relation to the annual budget on a quarterly basis and annual budgets will be subject to CRRA revision in connection with such reviews. Throughout the term of the Agreement CRRA will retain the right to, upon reasonable notice at any time during the term of the Agreement, order Contractor to stop performance of any activity and hire or retain permanent or temporary replacement workers or sub-contractors for the Contractor in connection with the terminated activity.

5. OVERVIEW OF BUSINESS MODEL 2 – O&M OF THE FACILITY VIA AN EXECUTIVE AGREEMENT

5.1 Services to be Provided

Under this Business Model, Contractor will be solely responsible for performing all operational and maintenance activities needed to accept and process MSW up to the volume of MSW permitted by the Facility’s Connecticut Department of Environmental Protection permits to operate. The Contractor will be solely responsible for the planning, cost and implementation of capital projects.

Under this Business Model CRRA will retain some amount of the plant capacity for its own use at a price to be negotiated. The remainder of the capacity of the Facility will be available for the use of the Operator.

All revenues generated by the Facility, including, without limit, tipping fees and revenues from the sale of electricity generated by the Facility, will accrue to the Contractor.

6. OVERVIEW OF CRRA'S SOLICITATION PROCESS

Generally, CRRA's solicitation process for the selection of an entity to operate and maintain the Facility will be comprised of five (5) milestones as described below. The issuance of this RFQ is the first of the five milestones. It is important to note that the entire solicitation process will not be considered complete until a definitive agreement (the "Agreement") between CRRA and the approved Bidder has been executed.

- (a) Request for Qualifications ("RFQ"). Entities interested in operating and maintaining the Facility shall submit to CRRA a Statement of Qualifications ("SOQ") in response to this RFQ. **Entities may submit qualifications to be considered for Business Model 1 or Business Model 2 or for both business models.** Following CRRA's review of the SOQs received, CRRA may, in its sole and absolute discretion, invite some or all of the entities submitting SOQs to participate in interviews and meetings with CRRA to discuss an entity's qualifications and capabilities and CRRA's service needs.
- (b) Request for Bids and Proposals ("RFBP"). Following CRRA's evaluation (including the information obtained during meetings and interviews) of the SOQs, CRRA may invite those entities that CRRA has determined, in its sole and absolute discretion, are best qualified to perform the services to continue the solicitation process by responding to CRRA's Request for Bids and Proposals. CRRA's RFBP package will provide bidders specific information regarding the business relationship and scope of services (the "Base Services") to be provided by the selected Contractor and will include the form of the Agreements for Business Model 1 and Business Model 2. Bidders will be afforded the opportunity to submit alternative service Proposals for CRRA's consideration, however, such an alternative Proposal will be considered only if Bidder has submitted pricing for the Base Services as described by CRRA in the RFBP documents for Business Model 1 or Business Model 2 or both business models.
- (c) Agreement Discussions. Based on CRRA's evaluation of the Bids and Proposals received, CRRA may invite one or more Bidders to enter into contract discussions.
- (d) CRRA Board of Directors Approval. When a definitive agreement has been reached with the preferred Bidder, CRRA management will make its selection recommendation to CRRA's Board of Directors for approval.
- (e) Notice of Award and Execution of the Agreement. Upon approval of the preferred Bidder by the Board of Directors, CRRA will issue to the approved Bidder a Notice

of Award. Two execution copies of the definitive Agreement will accompany the Notice of Award. Upon execution of the Agreement by the selected Bidder and CRRA, the solicitation process will be deemed complete and the solicitation process closed.

During the entire solicitation process CRRA retains the right to:

- (a) Supplement, amend, or otherwise modify or cancel the solicitation process with or without substitution of another solicitation;
- (b) Issue additional or subsequent solicitations;
- (c) Investigate the qualifications of any entity under consideration (including subcontractors and parties otherwise related to a proposing entity);
- (d) Clarify the information provided pursuant to this Request for Qualifications and subsequent Request for Bids and Proposals;
- (e) Request additional evidence or documentation to support the information included in any submittal;
- (f) Appoint an evaluation committee to review submittals and use the assistance of outside professionals in submittal evaluation;
- (g) Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
- (h) Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
- (i) Enter into a final agreement with terms that vary from the terms set forth in CRRA's solicitation documents;
- (j) Visit and examine any of the facilities referenced in any submittal and others owned, operated, and/or built by a submitting entity to observe and view the operations at such facilities;
- (k) Conduct contract discussions with one or more submitting entities; and
- (l) Reject any and all submittals, or parts thereof, and/or to waive any informality or informalities in any submittal or bid, if such rejection or waiver is deemed in the best interests of CRRA.

6.1 Contractor Certification Concerning Gifts Form

The entity approved by CRRA's Board of Directors to enter into the Agreement for Services will be required to sign and notarize a **Contractor Certification Concerning Gifts Form**. This form is an attachment to the Notice of Award letter issued to the

approved Bidder. See **Exhibit 1** of this RFQ to view a sample of the *Contractor's Certification Concerning Gifts Form*. This Exhibit is provided at this time for information purposes only; do not sign and return the form with your SOQ.

Pursuant to Connecticut General Statutes Section 4-252, persons or entities who are the apparent successful Submitters or Bidder for the Services are prohibited from the giving of gifts to certain political office holders and CRRA employees who are substantial participants in the preparation of this RFQ and subsequent documents associated with this procurement, from the date CRRA began planning this procurement to the date the Agreement for services is executed.

CRRA started planning this RFQ on August 1, 2009. As of this writing, the identities of those to whom the apparent successful SOQ Submitters and Bidder may not give gifts between August 1, 2009 and the signing of the Agreement are:

- (a) Governor M. Jody Rell;
- (b) Senator Donald E. Williams, Jr., President Pro Tem of the Senate;
- (c) Senator John McKinney, Minority Leader of the Senate;
- (d) Representative Christopher G. Donovan, Speaker of the House of Representatives;
- (e) Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives;
- (f) Virginia Raymond, Senior Analyst, CRRA; and
- (g) Ronald Gingrich, Environmental Compliance Manager, CRRA

Note that a Connecticut state election will be held between now and the time CRRA anticipates that the Notice of Award will be issued, therefore the names of the office holders listed above may change between now and the time the *Contractor's Certification Concerning Gifts Form* is prepared for issuance with the Notice of Award.

6.2 SEC Form 11, Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

Pursuant to Connecticut General Statutes 9-612(g)(2), as amended by Public Act 07-1, 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 . . . shall make a contribution to, or solicit contributions on behalf of candidate exploratory committees, candidate committees, or political committees authorized to make contributions or expenditures to or for the benefit of persons

seeking election to a Connecticut executive branch office. These executive branch offices are: Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer. The complete SEC Form 11 Notice is presented in **Exhibit 2** of this RFQ.

6.3 Affidavit Concerning Nondiscrimination

As stated, following CRRA's evaluation of the SOQs (including the information obtained during meetings and interviews), CRRA will issue a RFBP package of documents to those entities CRRA has determined are best qualified to provide the Services. Included in the RFBP package of documents will be an *Affidavit Concerning Nondiscrimination* which Proposing entities will be required to sign attesting to the fact that if awarded the Agreement for Services, Contractor will abide by the nondiscrimination agreements and warranties required under Connecticut General Statutes Section 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142, and submit to CRRA a copy of Proposing entity's policies and procedures concerning nondiscrimination, which have not been modified or rescinded, adopted by the appropriate governing body or management of the Proposing entity.

Presented in **Exhibit 3** of this RFQ is a copy of the state statute which requires the provision of an *Affidavit Concerning Nondiscrimination*.

7. RFQ SUBMISSION INFORMATION, INSTRUCTIONS, AND CONTENT

7.1 Important RFQ Dates

DATE	TIME	ADDRESS/LOCATION	ACTION ITEM/ACTIVITY
Various Dates in August & September 2009	N/A	N/A	Legal Notice regarding the RFQ document availability published in various national publications serving the solid waste and power generation industries.
Monday, September 14, 2009	N/A	http://www.crra.org and CRRA, 100 Constitution Plaza, 6 th Floor, Hartford, Connecticut 06103	RFQ documents available to interested entities.
Wednesday, September 30, 2009	9:00 AM	211 Murphy Road, Hartford, CT	Pre-SOQ submittal meeting and tour of the Mid-Connecticut Resource Recovery Facility.
Tuesday, October 13, 2009	5:00 PM	vraymond@crra.org	Deadline for written inquiries from interested entities to CRRA regarding RFQ.
No Later Than Monday, October 19, 2009	5:00 PM	http://www.crra.org and via email to SOQ Submitters' contacts	CRRA issues written responses (in the form of an Addendum to the RFQ), to written inquiries received, if any, from interested entities.
Wednesday, November 4, 2009	12:00 noon	CRRA, 100 Constitution Plaza, 6 th Floor, Hartford, Connecticut, 06103	Deadline for submittal of SOQ.

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline applicable to all entities.

7.2 RFQ Availability

Complete sets of the RFQ package may be obtained on the World Wide Web beginning Monday, September 14, 2009 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFQ: Operations and Maintenance of the Mid-Connecticut Resource Recovery Facility" link.

The RFQ Package Documents are in PDF format. All of the forms included in the documents are also available for downloading in Microsoft Word format at the same place on CRRA's web site where the PDF of the RFQ is located. Prospective SOQ submitters can complete the forms by typing the answers on their computer's

keyboard. The forms can then be printed and submitted with the SOQ. CRRA encourages entities to make use of the downloaded Word forms.

If for any reason the RFQ or the SOQ forms do not properly download for printing, please contact Virginia Raymond at 860-757-7730.

7.3 Pre-SOQ Submittal Meeting and Tour

On Wednesday, September 30, 2009 CRRA will host a SOQ pre-submittal meeting and tour of the Mid-Connecticut Resource Recovery Facility. The meeting will convene at 9:00 AM at 211 Murphy Road, Hartford, Connecticut. Immediately following the meeting portion of the agenda, attendees will drive approximately ½ mile to the Facility for a guided tour.

7.4 Pre-SOQ Submission Inquiries

All inquiries regarding this RFQ or CRRA's procurement process shall be submitted in writing using one of the following methods:

- (a) U.S. Postal Service to CRRA, 100 Constitution Plaza, 6th Floor, Hartford, CT 06103, Attention Virginia Raymond;
- (b) FAX to 860-757-7742, Attention Virginia Raymond; and/or
- (c) Email to vraymond@crra.org, Attention Virginia Raymond.

Any SOQ Submitter who attempts to use or uses any means or method other than those set forth above to communicate with CRRA or any director, officer, employee or agent thereof, regarding this RFQ shall be subject to disqualification from the procurement process.

7.5 SOQ Submission Deadline

Sealed SOQs must be received no later than 12:00 Noon, Eastern Time, on November 4, 2009 at:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Virginia Raymond

SOQs received after the time and date set forth above shall be rejected.

7.6 SOQ Copies

One (1) original and two (2) copies of each SOQ must be submitted. Each copy thereof shall comply with all submittal requirements of this RFQ. The original SOQ shall be stamped or otherwise marked as the "Original." The original SOQ shall

contain all required Proposal documents containing original signatures (as applicable) in ink and original notary seals (as applicable).

The original and the two copies of the SOQ shall be enclosed in a sealed box or envelope clearly marked "*SOQ for Mid-Connecticut Resource Recovery Facility Operation and Maintenance Services.*"

7.7 SOQ Opening

SOQs received will be opened at CRRA's convenience on or after the SOQ due date.

CRRA reserves the right to reject any and all SOQs, or parts thereof, and/or to waive any informality or informalities in any of the SOQs or the RFQ process if such rejection or waiver is deemed in the best interests of CRRA.

7.8 SOQ Evaluation Criteria

CRRA will consider the following criteria in evaluating a SOQ:

- (a) The proven knowledge, capabilities and experience of the SOQ Submitter to provide the Services required;
- (b) The financial health and soundness of the SOQ Submitter (including any parent and affiliate(s) providing the Services, if applicable);
- (c) The completeness of the information regarding SOQ Submitter's general approach to the management, operation and maintenance of the Facility; and
- (d) Any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of the proposals.

Please note that in the event a SOQ Submitter intends to have an affiliate or subsidiary enter into and execute the Agreement and such affiliate or subsidiary is awarded an Agreement to perform Services, CRRA may require that such the SOQ Submitter provide to CRRA a parent guaranty or letter of credit to assure the Submitter's performance under the Agreement. The letter of credit or parent guaranty and the provider thereof must be acceptable to CRRA which may, in its sole discretion require, changes or reject the same. CRRA may, at its sole discretion, interview the SOQ Submitters.

Neither CRRA nor any of its officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection or non-selection, of any RFQ submitted in response to this RFQ.

7.9 Disclosure of Information

All RFQs will become the property of CRRA and will not be returned. SOQ Submitters are hereby advised that any information contained in or submitted with or

in connection with its RFQ is subject to the Connecticut Freedom of Information Statutes. CRRA will use its best efforts to prevent the unauthorized disclosure of proprietary information, provided same is properly identified as proprietary and/or confidential. By submitting a SOQ, each Submitter expressly waives any claim(s) that such Submitter 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.

7.10 SOQ Costs

SOQ Submitter shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its SOQ, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses. Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of SOQs. By submitting a SOQ, Submitter expressly waives: (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

8. SOQ FORMAT AND CONTENT

SOQs shall be submitted on forms provided by CRRA as part of the RFQ Package Documents. All of the forms must be completed with the appropriate information required and all blanks on such forms filled in. Where applicable, forms shall be signed in ink with the original contained in the Submitter's copy of its SOQ that is clearly stamped or marked as the "Original". Copies of these forms shall be presented in the copies (two (2) copies) of the original SOQ that Submitter is required to provide.

The SOQ must consist of the following and be in the following order:

- (a) **Title page**, including the title of the solicitation, the name of the SOQ Submitter and the date the SOQ is submitted;
- (b) **Table of Contents** for the SOQ (not the Table of Contents included in the RFQ Package Documents);
- (c) A completed **Statement of Qualifications Form (Exhibit 4 of the RFQ Package Documents)**, with the Business Model(s) for which the SOQ is submitted indicated by checking the appropriate box (Page 1), Addenda, if any, listed in the appropriate place (Page 2), the name and address of the Submitter's primary contact to receive all communications issued by CRRA related to this procurement listed in the appropriate place (Page 4 of the Form) and the completed agreement section (Page 4 of the Form);
- (d) A completed **Background Questionnaire (Exhibit 5 of the RFQ Package Documents)**, subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
- (e) A completed **References Form (Exhibit 6 of the RFQ Package Documents)**;

- (f) A completed **Background and Experience Form (Exhibit 7 of the RFQ Package Documents)**; and
- (g) Answers to the **Issues and Questions to Be Addressed (Exhibit 8 of the RFQ Package of Documents)**.

SOQ Submitters should not include in their SOQs any other portions of the RFQ Package of Documents.

An SOQ Submitter may include additional information as an appendix to its SOQ if the SOQ Submitter believes that it will assist CRRA in evaluating the Submitter's SOQ. An SOQ Submitter should not include information that is not directly related to the subject matter of this solicitation.

EXHIBIT 1



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS (SAMPLE)

[NAME OF PROJECT]

(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 [Name of Agreement] Agreement (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/firm for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between [Date started planning project] and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreementto
 - (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
 - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

EXHIBIT 1

5. The Contractor made the bid/proposal for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

[Name and Title]

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

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Christopher G. Donovan, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 200__

Notary Public/Commissioner of the Superior Court

EXHIBIT 1

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.

EXHIBIT 2

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

EXHIBIT 2

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 3

Substitute Senate Bill No. 1127

Public Act No. 09-158

AN ACT CONCERNING CERTAIN STATE CONTRACTING NONDISCRIMINATION REQUIREMENTS.

[Additions are in blue and are underlined. [Deletions] are in red and are bracketed.]

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 4a-60 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such 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; [. The] 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - (2) [the] The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the commission;
 - (3) [the] The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers’ representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

EXHIBIT 3

- (4) [the] The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and
 - (5) [the] The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) (1) Prior to entering into [the] a contract valued at less than fifty thousand dollars for each year of the contract, the contractor shall provide the state or such political subdivision of the state with [documentation] a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.
- (2) Prior to entering into a contract valued at fifty thousand dollars or more for any year of the contract, such contractor shall provide the state or such political subdivision of the state with any one of the following:
- (A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor [to support] that complies with the nondiscrimination agreement and warranty under subdivision (1) of [this] subsection (a) of this section;
 - (B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the agency of the state or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section, or
 - (C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

EXHIBIT 3

- (d) For the purposes of this section, “contract” includes any extension or modification of the contract, [and] “contractor” includes any successors or assigns of the contractor, “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders. For the purposes of this section, “contract” does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in section 1-120, (3) any other state, as defined in section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in subparagraph (1), (2), (3), (4) or (5) of this subsection.
- [(b)] (e) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- [(c)] (f) Determination of the contractor’s good faith efforts shall include but shall not be limited to the following factors: The contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- [(d)] (g) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- [(e)] (h) The contractor shall include the provisions of [subsection] subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any

EXHIBIT 3

such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Section 2. Section 4a-60a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) [the] The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) [the] The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
 - (4) [the] The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- (b) ~~(1)~~ (1) Prior to entering into [the] a contract valued at less than fifty thousand dollars for each year of the contract, the contractor shall provide the state or such political subdivision of the state with [documentation] a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.
- ~~(2)~~ (2) Prior to entering into a contract valued at fifty thousand dollars or more for any year of the contract, such contractor shall provide the state or such political subdivision of the state with any of the following:
 - (A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor [to support] that complies with

EXHIBIT 3

the nondiscrimination agreement and warranty under subdivision (1) of [this] subsection (a) of this section;

- (B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the agency of the state or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section, or
- (C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

- (3) For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor. For the purposes of this section, "contract" does not include a contract where each contractor is (A) a political subdivision of the state, including, but not limited to, a municipality, (B) a quasi-public agency, as defined in section 1-120, (C) any other state, as defined in section 1-267, (D) the federal government, (E) a foreign government, or (F) an agency of a subdivision, agency, state or government described in subparagraph (A), (B), (C), (D) or (E) of this subdivision.

[(b)] (c) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Section 3. Subsection (a) of section 4a-60g of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

EXHIBIT 3

- (a) As used in this section and sections 4a-60h to 4a-60j, inclusive, the following terms have the following meanings:
- (1) "Small contractor" means any contractor, subcontractor, manufacturer or service company (A) that has been doing business under the same ownership or management and has maintained its principal place of business in the state, for a period of at least one year immediately prior to the date of application for certification under this section, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) at least fifty-one per cent of the ownership of which is held by a person or persons who exercise operational authority over the daily affairs of the business and have the power to direct the management and policies and receive the beneficial interests of the business, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of this subdivision.
 - (2) "State agency" means each state board, commission, department, office, institution, council or other agency with the power to contract for goods or services itself or through its head.
 - (3) "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons (i) who exercise operational authority over the daily affairs of the enterprise, (ii) who have the power to direct the management and policies and receive the beneficial interest of the enterprise, and (iii) who are members of a minority, as such term is defined in subsection (a) of section 32-9n, (B) who is an individual with a disability, or (C) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, and (ii) have the power to direct the management and policies of the enterprise are members of a minority, as defined in this subsection, or are individuals with a disability.
 - (4) "Affiliated" means the relationship in which a person directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another person.
 - (5) "Control" means the power to direct or cause the direction of the management and policies of any person, whether through the ownership of voting securities, by contract or through any other direct or indirect means. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing, twenty per cent or more of any voting securities of another person.
 - (6) "Person" means any individual, corporation, limited liability company, partnership, association, joint stock company, business trust, unincorporated organization or other entity.

EXHIBIT 3

- (7) “Individual with a disability” means an individual (A) having a physical or mental impairment that substantially limits one or more of the major life activities of the individual, which mental impairment may include, but is not limited to, having one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or (B) having a record of such an impairment.
- (8) “Nonprofit corporation” means a nonprofit corporation incorporated pursuant to chapter 602 or any predecessor statutes thereto.

Approved June 30, 2009

EXHIBIT 4



STATEMENT OF QUALIFICATIONS FORM

PROJECT: Mid-Connecticut
RFQ NUMBER: FY10-OP-002
CONTRACT FOR: Operation & Maintenance of the Mid-Connecticut Resource Recovery Facility
SOQ SUBMITTED TO: Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

1. BUSINESS MODEL(S) FOR WHICH STATEMENT OF QUALIFICATIONS SUBMITTED

In the table below, place a check mark in the box for each Business Model for which the entity submitting this Statement Of Qualifications (“SOQ”) wishes to be considered. (The Scope Of Services for each Model is described in **Services Overview And Qualifications Submittal Requirements**.)

<input type="checkbox"/>	Business Model 1 – O&M of the Facility via a Management Agreement
<input type="checkbox"/>	Business Model 1 – O&M of the Facility via an Executive Agreement

2. SUBMITTER’S REPRESENTATIONS CONCERNING EXAMINATION OF RFQ DOCUMENTS

In submitting this SOQ, Submitter represents that:

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

EXHIBIT 4

Addendum Number	Date Issued

3. SUBMITTER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

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

4. SUBMITTER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this SOQ, Submitter:

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

5. SUBMITTER'S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this SOQ, the Submitter, together with any affiliates or related persons, the guarantor and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, to the best of its knowledge and belief:

- (c) No attempt has been made or will be made by the Submitter to induce any other person, partnership or corporation to submit, or not to submit, an SOQ for the purpose of restricting competition;
- (d) Submitter has not directly or indirectly induced or solicited any other entity to submit a false or sham SOQ; and

EXHIBIT 4

- (e) Submitter has not sought by collusion to obtain for itself any advantage for the Services over any other submitter for the Services or over CRRA.

6. SUBMITTER'S REPRESENTATIONS CONCERNING RFQ FORMS

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

7. SUBMITTER'S WAIVER OF DAMAGES

Submitter and all its affiliates and subsidiaries understand that by submitting a SOQ, Submitter is acting at its and their own risk and Submitter 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 SOQS by CRRA or any of its directors, officers, employees or authorized agents.

8. SUBMITTERS 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 Exhibit 2 [SEEC Form 11] of the RFQ Documents.

9. ATTACHMENTS

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

- (a) The completed Statement of Qualifications Form (Exhibit 4 to the RFQ Package Documents) ;
- (b) The completed Background Questionnaire (Exhibit 5 to the RFQ Package Documents) ;
- (c) The completed References Form (Exhibit 6 to the RFQ Package Documents);

EXHIBIT 4

- (d) The completed Background and Experience (Exhibit 7 to the RFQ Package Documents); and
- (e) The completed Issues and Questions to Be Addressed (Exhibit 8 to the RFQ Package Documents).

10. NOTICES

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

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

11. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 2009

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

EXHIBIT 5



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

EXHIBIT 5

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

EXHIBIT 5

CERTIFICATION

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that
he/she is the _____ (Title) of
_____ (Firm Name),
the Contractor herein, that he/she has provided answers to the foregoing questions on the Contractor's
background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this _____ day of _____ 200 _____

Notary Public/Commissioner of the Superior Court

EXHIBIT 6



REFERENCES FORM

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

REFERENCE 1

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

REFERENCE 2

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

EXHIBIT 6

REFERENCE 3

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

EXHIBIT 7



BACKGROUND AND EXPERIENCE FORM

In the space below, summarize work performed/services provided of a similar nature to that contemplated by this RFQ which has been performed by the Submitter and which will enable CRRA to evaluate the experience and professional capabilities of the Submitting entity.

[Attach Additional Pages If Necessary]

A large, empty rectangular box with a thin black border, intended for the submitter to provide a summary of their work and services.

EXHIBIT 8



ISSUES AND QUESTIONS TO BE ADDRESSED FORM

Submitter shall respond in the spaces on the following pages (add additional sheets of paper as necessary) to the particular issues and questions posed in this form. The Submitter's response should be in sufficient detail to provide CRRA an understanding of Submitter's resources and capabilities to perform the services contemplated by this procurement process.

EXHIBIT 8

1. Describe in detail Submitter's business structure and organization. Submitter shall identify and name all principals, owners, officers, parents and directors of Submitter, and all stockholders holding more than 10% of the stock of Submitter. If Submitter or any member of the Submitter's team that will be involved in the provision of the Services contemplated by this RFQ, including any Guarantor, is a partnership or joint venture, Submitter shall provide full and complete information concerning the nature and structure of the partnership or joint venture, including:
 - Date of formation of the joint venture or partnership together with copies of joint venture or partnership agreements plus all amendments; and
 - A description of the obligations of the partners to CRRA, specifically addressing if the agreement between members comprising the partnership or joint venture make each jointly and severally liable for contractual obligations to provide the Services contemplated by this RFQ.

EXHIBIT 8

2. Clearly indicate the organization, ownership, and financial relationships which exist or will be proposed between Submitter and affiliated companies.

EXHIBIT 8

3. Describe any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three (3) years, including comparable information for related companies and actual and pending litigation in which Submitter is involved.

EXHIBIT 8

4. Submitter shall provide an appendix or as a separate document to its SOQ audited financial statements for the last two (2) years for both the Submitter (including submitter affiliate or subsidiary that will be designated by Submitter to execute the Agreement, if awarded) and, if applicable any parent entity of the Submitter. Note that if Submitter is a publically held company and financial statements are available on the World Wide Web, Submitter may simply provide here the web address/link at which the financial statements can be found.

EXHIBIT 8

CRRA appreciates that Submitter does not currently have a comprehensive description of the Facility or a detailed Scope of Services, however, CRRA asks that Submitter provide in the spaces on the following pages (add additional sheets of paper as necessary) its preliminary thoughts and ideas regarding the following issues identified.

5. Describe Submitter's general approach to the staffing of the Facility including approach to recruiting qualified personnel (as stated CRRA anticipates the selected Contractor will need to provide somewhere between 115 to 130 employees to properly operate and maintain the Facility).

EXHIBIT 8

6. Describe submitter's general management plan. If Submitter has multiple divisions with multiple offices, which offices and who within those offices would have direct responsibility for overseeing and managing the Agreement/Services if awarded the Agreement for Services.

EXHIBIT 8

7. Submitter's general approach and ideas regarding how the Transition Activities will be organized and/or accomplished (please reference Section 4.0 of the RFQ).

[Empty response area for Submitter's general approach and ideas regarding how the Transition Activities will be organized and/or accomplished.]