

**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR BIDS
FOR
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM
EXHIBIT AREA
1410 HONEYSPOOT ROAD EXTENSION
STRATFORD, CONNECTICUT**

BID DUE DATE: MAY 2, 2007

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

April 2, 2007

REQUEST FOR BIDS
For
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM
EXHIBIT AREA

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

April 2, 2007

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**REQUEST FOR BIDS
FOR
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM
EXHIBIT AREA**

SECTION 1

NOTICE TO FIRMS – REQUEST FOR BIDS

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO FIRMS - INVITATION TO BID

The Connecticut Resources Recovery Authority ("CRRA") is a quasi-public agency of the State of Connecticut that is responsible for providing solid waste disposal and recycling services to more than 100 municipalities in the state. Among the facilities that CRRA has developed and operates is the Children's Garbage Museum ("the Museum") located at 1410 Honeyspot Road Extension, Stratford, Connecticut. The Museum is preparing to expand its second-floor exhibit space.

CRRA is requesting bids from qualified firms ("Bidder" or "Contractor") to **design, build, and furnish** all materials, labor, equipment, and incidentals thereto for the installation of certain exhibits and other related items for the second floor of the Museum. The goal of this Project is to expand current educational areas and develop exhibits that pertain to solid waste management.

Request for Bid ("RFB") package documents may be obtained Monday through Friday, from 8:30 a.m. to 4:00 p.m., at the offices of CRRA's Children's Garbage Museum ("the Museum") located at 1410 Honeyspot Road Extension, Stratford, Connecticut beginning **Monday, April 2, 2007**. The documents will also be available beginning on the same date on the World Wide Web at <http://www.crra.org> under the "Business Opportunities" page.

There will be a mandatory pre-bid conference and tour of the facility for all prospective bidders. **The mandatory pre-bid conference and tour will be held at the Museum on Wednesday, April 11, 2007 at 11:00 a.m., Eastern Time.** No bid will be accepted from a bidder that does not attend the pre-bid conference and tour.

Sealed bids in response to this RFB must be received no later than 3:00 p.m., Eastern Time, on Wednesday, May 2, 2007 at the following address: Connecticut Resources Recovery Authority, Children's Garbage Museum, 1410 Honeyspot Road Extension, Stratford, Connecticut 06615.

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

Any potential bidder having any questions concerning this RFB may contact Amado Budy, Architect and Construction Specialist, at (860) 757-7723.

**REQUEST FOR BIDS
FOR
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EXHIBIT AREA**

**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM EXHIBIT AREA

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1. Introduction

The Connecticut Resources Recovery Authority ("CRRA") is a quasi-public agency of the State of Connecticut that is responsible for providing solid waste disposal and recycling services to more than 100 municipalities in the state. To that end, CRRA has developed, constructed and now operates an integrated system of four resource recovery facilities, two regional recycling centers, five landfills (two of which are still in operation) and twelve transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste ("MSW") generated in Connecticut. These facilities are operated by entities that are under contract to CRRA.

Among the facilities CRRA has developed and operates is the Children's Garbage Museum ("Museum") located at 1410 Honeyspot Road Extension, Stratford, Connecticut. CRRA is preparing to expand the Museum's second-floor exhibit space. The goal of this project is to expand current educational areas and develop exhibits that pertain to solid waste management. Specifically, the exhibit area must appeal to Grades 3 and up, must be interactive and self-contained and must be built to a standard of durable use. The topics covered by the space will include Trash-to-Energy, Ash Landfills and Recycling/Resource Recovery. The space and exhibits may be used for group tours and/or public visitors. Appropriate signage to explain the exhibits for self-guided tours must be included.

The project must be completed within One Hundred Twenty (120) days of CRRA issuing to the successful Contractor a Notice To Proceed with the Project.

2. Communications With CRRA Staff And Board Members

Except as otherwise authorized by this Instructions To Bidders, during the pendency of the RFB process, firms contemplating or preparing bids are prohibited from contacting CRRA staff or CRRA Board of Directors members in an ex parte manner to discuss the RFB process. A bidder's bid shall be rejected if any of the foregoing ex parte communications take place.

3. Scope Of Work

The Work to be performed under the Agreement is more particularly described in **Exhibit A** of the Agreement. Specific instructions about how the Work is to be performed are included in the Agreement. The successful bidder will be required to furnish all materials, labor, equipment and incidentals thereto to design, build and install certain exhibits and other related items for the second floor of the Museum (hereinafter collectively referred to as the "Work" or "Project").

For the floor plan of the Museum, see **Schedule A** attached to this RFB.

4. RFB Package Documents

This RFB package consists of the following documents:

- (a) Notice To Firms – Invitation To Bid;
- (b) Instructions To Bidders;
- (c) Bid Form;
- (d) Lump Sum Bid Price Form;
- (e) Referenced Form
- (f) Work Experience Form;
- (g) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (h) Affidavit Of Third Party Fees;
- (i) Notice Of Award;
- (j) Notice To Proceed
- (k) Children's Garbage Museum Expansion Agreement, including:
 - (1) Scope of Work
 - (2) Contract Time

Complete sets of the above documents may be obtained during normal business hours at CRRA's Offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning Monday, April 2, 2007.

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

<http://www.crra.org> under the "Business Opportunities" page.

All of the forms included in the documents are also available for downloading in Microsoft Word format. CRRA encourages bidders to use the Microsoft Word forms.

5. **Mandatory Pre-Bid Conference and Site Tour**

A mandatory pre-bid conference and tour of the Museum for all prospective bidders will be conducted by CRRA staff at the Children's Garbage Museum on Wednesday, April 11, 2007 beginning at 11:00 a.m., Eastern Time. In particular, prospective bidders will review and investigate the Museum site and the Project to enable prospective bidders to blend their proposals for the Project with the existing exhibits at the Museum. Prospective bidders will also inspect the Museum to ascertain what electrical work, including tie-ins to the existing second floor of the Museum, would be necessary.

CRRA reserves the right to reject bids submitted by a bidder that did not attend the mandatory pre-bid conference and site tour. Alternate times for visiting the Museum will not be allowed.

Prospective bidders should contact Sotoria Montonari ((860) 757-7764 or (203) 386-9755 or smontanari@crra.org) at least 24 hours in advance of the pre-proposal conference and site tour (i.e., by 10:00 a.m., Tuesday, April 10, 2007) to make arrangements for participating in the conference and tour and for directions to the Museum. Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this RFB.

6. **Addenda and Interpretations**

CRRA may issue Addenda to this RFB package that shall, upon issuance, become part of this package and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to written requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in this RFB package or any other question must be **submitted in writing to Sotoria Montanari, Education Supervisor, by e-mail (smontanari@crra.org) or by fax ((860) 278-8471) or by letter (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722).**

To be given consideration, any such request must be received by CRRA by 3:00 p.m., on Wednesday, April 18, 2007.

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

Addenda, if any, issued after the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who attended the pre-bid conference and site tour and will be posted on CRRA's web site (<http://www.crra.org>) on the "Business Opportunities" page. Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

Failure of any bidder to receive any such Addenda shall not relieve such bidder from any conditions stipulated in such Addenda. Only questions answered or issues addressed by formal written Addenda will be binding. **All oral and other responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.**

7. Bid Submission Procedures

Sealed bids in response to this RFB must be submitted no later than 3:00 p.m., Eastern Time, Wednesday, May 2, 2007 at the following address:

**Connecticut Resources Recovery Authority
Children's Garbage Museum
ATTN: Ms. Sotoria Montanari
1410 Honeyspot Road Extension
Stratford, Connecticut 06615**

CRRA reserves the right to reject bids received after the time and date set forth above.

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

Each bid (the original and two copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For Expansion Of The Children's Garbage Museum Exhibit Area."

Bids shall remain open and subject to acceptance for sixty (60) days after the bid due date.

The terms and conditions of the Agreement (Section 11 of this RFB), as attached, are non-negotiable. Any bidder that will be unable to execute the Agreement, as attached, should not submit a bid.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to CRRA's offices at any time prior to the bid due date.

8. Bid Contents

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

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

- (a) Cover letter, which includes the name of the bidder and the names of any subcontractors the bidder would use to complete the Work. The cover letter must be signed by an individual authorized to enter into the Agreement with CRRA;
- (b) The completed Bid Form, with Addenda, if any, listed in the appropriate place (Page 3-2), the name and address of the contact for Notices listed in the appropriate place (Page 3-6) and the completed agreement page (Page 3-7);
- (c) The completed Lump Sum Bid Price Form (Pages 4-1 through 4-2);
- (d) "Design concept" plans (sketch and narrative that provide CRRA with an outline and general description of Bidder's intent for the Project. Recycled materials or recycled content materials and/or "found" items are encouraged for the Work. Proposals should point out where these particular materials are utilized.
- (e) The completed References Form (Page 5-1);
- (f) The completed Background Form (Page 6-1). Bidder must include as part of the Background Form a resume or brochure of accomplishment applicable to the type of Work in this RFB package;
- (g) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form;
- (h) The completed Affidavit Of Third Party Fees (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);

Bidders should not include in their bids any other portions of the RFB Documents (e.g., this Instructions To Bidders or the Agreement).

9. Bid Opening

All bids will be opened privately at CRRA's convenience on or after the bid due date. **CRRA reserves the right to reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process.**

10. Bid Evaluation

The award of the contract for the Services will be made, if at all, to the bidder(s) whose evaluation by CRRA results in CRRA determining that such award to such bidder(s) is in the best interests of CRRA. **However, the selection of a bidder(s) and the award of such contract(s), while anticipated, are not guaranteed.**

CRRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. CRRA is

committed to complying with the Americans With Disability Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

10.1 Evaluation Criteria

CRRA will base its evaluation of bids on the following criteria:

- (a) Price;
- (b) Qualifications;
- (c) Demonstrated skill, ability and integrity to perform the Services required by the Contract Documents; and
- (d) Any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

10.2 Additional Evaluation Criteria

CRRA will also base its evaluation of bids on criteria including, but not limited to, the following:

- (a) The knowledge, capability and experience of the bidder in performing services similar to the Work addressed in this RFB;
- (b) The quality and appropriateness of the “design concept” plans prepared by the bidder; and
- (c) The references for the bidder.

11. Interviews

To assist in the selection process, CRRA may decide to interview bidders. Such Interviews, if they are conducted, will be held during the week of May 14, 2007.

12. Contract Award

If CRRA decides to award the contract, CRRA will issue to the successful bidder a Notice Of Award within sixty (60) days after the bid due date.

CRRA reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking a Notice Of Award already made to a bidder and subsequently awarding the Notice of Award to another bidder. Such action by CRRA shall not constitute a breach of this RFB by CRRA since the Notice Of Award to the initial bidder is deemed to be void ab initio and of no effect as if no Agreement ever existed between CRRA and the initial bidder.

13. RFB Projected Timeline

The following is the projected timeline for the RFB process:

| ITEM | DATE |
|----------------------------------|---------------------------------------|
| RFB Formally Announced | Monday, April 2, 2007 |
| Pre-Bid Conference and Site Tour | Wednesday, 11:00 AM April 11, 2007 |
| Deadline for Written Questions | Wednesday, April 18, 2007 |
| Response to Written Questions | By Friday, April 27, 2007 |
| Bids Due at CRRA | Wednesday, May 2, 2007 |

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 bidders, and further reserves the right to reject any and all bids and republish this RFB. CRRA also reserves the right at its sole and absolute discretion to terminate this RFB process at any time prior to the execution of any Agreement.

14. Bidder's Qualifications

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

15. Bid Preparation And Other Costs

Each bidder shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its bid, or incurred in connection with any interviews and negotiations with CRRA, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses. No bidder shall be compensated for its preparation costs associated with the "design concept" plans it submits as part of its bid.

SCHEDULE A
FLOOR PLANS OF MUSEUM

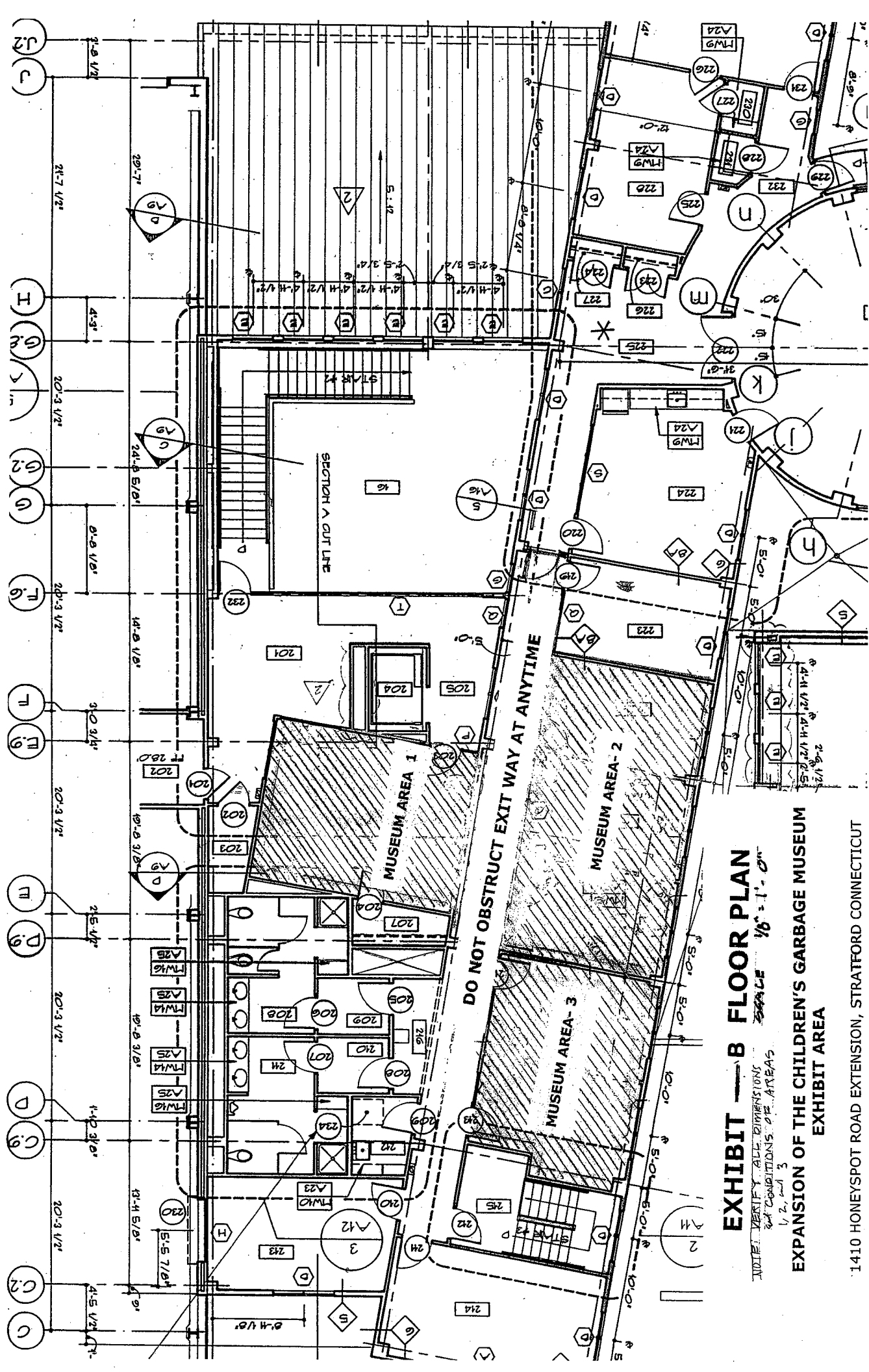


EXHIBIT B FLOOR PLAN
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM
EXHIBIT AREA

NOTE: VERIFY ALL DIMENSIONS
 AND CONDITIONS OF AREAS
 1, 2, and 3

1410 HONEYSPOUT ROAD EXTENSION, STRATFORD CONNECTICUT

**REQUEST FOR BIDS
FOR
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM
EXHIBIT AREA**

**SECTION 3
BID FORM**

BID FORM

PROJECT: Bridgeport

CONTRACT NUMBER: _____ (To be filled in later by CRRA)

CONTRACT FOR: Children's Garbage Museum Expansion

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for sixty (60) days after the bid due date.

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

- (a) Execute the required number of counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (c) Satisfy all other conditions of the Notice Of Award.

3. BIDDER'S OBLIGATIONS

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

- (a) To enter into and execute the Agreement included in the Contract Documents;
- (b) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement; and

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

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

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

5. BIDDER’S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Bid, Bidder represents that:

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

| Addendum Number | Date Issued |
|-----------------|-------------|
| | |
| | |
| | |
| | |

- (b) Without exception the Bid is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Bidder is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- (d) Bidder has studied and carefully correlated Bidder’s knowledge and observations with the Contract Documents and such other related data;

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

6. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Bid, Bidder acknowledges and agrees that:

- (a) All information and data included in this RFB package relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the bidders;
- (b) CRRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site(s);
- (c) Bidder is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Work.

7. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Bid, Bidder acknowledges and agrees that Bidder shall not use any information made available to it or obtained in any examination made by it in connection with this RFB in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between

information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Work.

8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

In submitting this Bid, Bidder acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Bidder shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Bidder's performance of this Agreement, nor shall Bidder include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Bidder represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in its Bid or any other submittal to CRRA in connection with this RFB.

9. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Bid, Bidder:

- (a) Recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with Bidder's Bid is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Bidder or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

- (a) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, other than CRRA;
- (b) The prices in the Bid have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices with any other person or company;
- (c) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to "opening" to any other person or company;

- (d) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a Bid for the purpose of restricting competition;
- (e) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; and
- (f) Bidder has not sought by collusion to obtain for itself any advantage for the Services over any other Bidder for the Services or over CRRA.

11. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS

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

12. BIDDER'S WAIVER OF DAMAGES

Bidder and all its affiliates and subsidiaries understand that by submitting a Bid, Bidder is acting at its and their own risk and Bidder does for itself and all its affiliates, subsidiaries, successors and assigns hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all Bids by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Services (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

13. ATTACHMENTS

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

- (a) The completed Lump Sum Bid Price Form;
- (b) The Bidder's "design concept" plans for the Project;
- (c) The completed References Form;

- (d) The completed Work Experience Form, including a resume and/or brochure of accomplishment applicable to type of Work in this RFB;
- (e) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety, which has been completely filled out by Bidder; and
- (f) Affidavit Of Third Party Fees, which has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court.

14. NOTICES

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

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

15. ADDITIONAL REPRESENTATION

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

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

AGREED TO AND SUBMITTED ON _____, 200 7

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

**REQUEST FOR BIDS
FOR
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM
EXHIBIT AREA**

SECTION 4

LUMP SUM BID PRICE FORM

LUMP SUM BID PRICE FORM

| | |
|------------------------|--|
| Name of Bidder (Firm): | |
|------------------------|--|

Each bidder shall submit a Lump Sum Bid Price Form as part of its bid. Bidders should carefully review the Scope Of Work for the Project (**Exhibit A** to the Agreement) prior to preparing the Lump Sum Bid Price Form. The lump sum bid price for each Component of the Work shall include all necessary design work, all work needed to build the exhibits and all necessary labor and incidentals necessary for the installation of the four exhibits in the second floor of the Museum.

By submitting this Lump Sum Bid Price Form, Bidder affirms that the lump sum bid prices provided below represents the entire cost to complete the Work in accordance with the RFB, and that no claim will be made by Bidder on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this Project, and that each and every such claim is hereby expressly waived by Bidder.

1. Component 1 – Hands-On Trash To Energy Area Exhibit (Museum Area 1)

Bidder will complete Component 1 – Hands-On Trash To Energy Area Exhibit (Museum Area 1) for the following lump sum bid price:

| |
|---------------|
| |
| (Use Words) |
| \$ |
| (Use Figures) |

2. Component 2 – Recycling and Resource Recovery Area Exhibit (Museum Area 2)

Bidder will complete Component 2 – Recycling and Resource Recovery Area Exhibit (Museum Area 2) for the following lump sum bid price:

| |
|---------------|
| |
| (Use Words) |
| \$ |
| (Use Figures) |

3. Component 3 – “Mock” Conveyor Belt Activity Room Exhibit (Museum Area 3)

Bidder will complete Component 3 – “Mock” Conveyor Belt Activity Room Exhibit (Museum Area 3) for the following lump sum bid price:

| |
|-------------|
| |
| (Use Words) |

| |
|---------------|
| \$ |
| (Use Figures) |

4. Component 4 – Portable Exhibits

Bidder will complete Component 4 – Portable Exhibits for the following lump sum bid price:

| |
|-------------|
| |
| (Use Words) |

| |
|---------------|
| \$ |
| (Use Figures) |

5. Component 5 – Additional Items

Bidder will complete Component 5 – Additional Items for the following lump sum bid price:

| |
|-------------|
| |
| (Use Words) |

| |
|---------------|
| \$ |
| (Use Figures) |

6. Total of Components 1 through 5

Bidder will complete Components 1 through 5 for the following Total lump sum bid price:

| |
|-------------|
| |
| (Use Words) |

| |
|---------------|
| \$ |
| (Use Figures) |

**REQUEST FOR BIDS
FOR
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM
EXHIBIT AREA**

**SECTION 5
REFERENCES FORM**

REFERENCES FORM

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

**REQUEST FOR BIDS
FOR
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM
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**SECTION 6
WORK EXPERIENCE FORM**

WORK EXPERIENCE FORM

In the space below, summarize work of a similar nature to that specified in the Contract Documents which has been performed by Bidder and which will enable CRRA to evaluate the experience and professional capabilities of Bidder. Bidder must attach a resume or brochure of accomplishment applicable to the type of Work in this RFB Package.

**REQUEST FOR BIDS
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EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM
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**SECTION 7
QUESTIONNAIRE CONCERNING AFFIRMATIVE
ACTION, SMALL BUSINESS CONTRACTORS
AND OCCUPATIONAL HEALTH AND SAFETY**



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

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

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

LIST OF ACRONYMS

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

FOOTNOTE

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

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

**REQUEST FOR BIDS
FOR
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM
EXHIBIT AREA**

**SECTION 8
AFFIDAVIT OF THIRD PARTY FEES**



AFFIDAVIT OF THIRD PARTY FEES (Form A2)

All Bidders/Proposers must complete and properly execute this Affidavit of Third Party Fees. The purpose of this Affidavit is to ascertain if the Bidder/Proposer has made or promised any payment to a third party attributable to this Agreement. If no such payment has been made or promised, Bidder/Proposer should write "None" in the first box in the table and execute this Affidavit. For purposes of the Affidavit, Bidder's/Proposer's subcontractors, if any, are not considered third parties.

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. _____ (firm name) seeks to enter into the "Agreement" which is the subject of this Request For Bids/Proposals/Qualifications with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

| Name Of Payee | Dollar Amount Paid Or Value Of Non-Cash Compensation <u>AND</u> Date | Fee Arrangement | Specific Services Performed Or To Be Performed By Payee ¹ |
|---------------|--|-----------------|--|
| | | | |
| | | | |
| | | | |

(Attach additional copies of this page as necessary.)

NOTE: For each third party fee arrangement described above (if any), complete the attached Form A2a.

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 200 ____

Notary Public/Commissioner of the Superior Court

¹ Please attach documents evidencing the terms of the fee arrangement and services.



**ADDENDUM TO
AFFIDAVIT OF THIRD PARTY FEES
(Form A2a)**

For each third party fee arrangement disclosed in the attached Affidavit, please explain whether and how each such payment falls within one or more of the following categories of compensation:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
- (5) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

Attach additional pages as necessary.

**REQUEST FOR BIDS
FOR
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM
EXHIBIT AREA**

**SECTION 9
NOTICE OF AWARD**

NOTICE OF AWARD

TO:

PROJECT: Bridgeport

CONTRACT NUMBER: _____

CONTRACT FOR: Children's Garbage Museum Expansion

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [Date of the Proposal] in response to CRRA's Notice To Firms – Invitation To Bid for the above-referenced Work, which Work is more particularly described in the Children's Garbage Museum Agreement (the "Work").

You are hereby notified that your Bid has been accepted for the Work totaling the amount of [Amount of Bid].

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

- (a) Execute the required number of the attached counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other attached Contract Documents along with the requisite certificates of insurance; and
- (c) Satisfy all other conditions set forth herein.

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

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (c) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Proposal as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

You are required to acknowledge your receipt of this Notice Of Award by signing below and returning the same to CRRA.

Dated this _____ day of _____, 2007.

Connecticut Resources Recovery Authority

By: _____
Michael Tracey, P.E.
Title: Operations Manager
Duly Authorized

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2007.

By: _____ (Signature)
_____ (Typed/Printed Name)
Title: _____
Duly Authorized

**REQUEST FOR BIDS
FOR
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM
EXHIBIT AREA**

**SECTION 10
NOTICE TO PROCEED**

NOTICE TO PROCEED

TO:

PROJECT: Bridgeport

CONTRACT NUMBER: _____

CONTRACT FOR: Children's Garbage Museum Expansion

You are hereby notified to commence the Work in accordance with the Agreement, dated [Date of Agreement], and that the Contract Time under the Agreement will commence to run on [Date Contract Time Commences]. By this date, you are to start performing the Work required by the Contract Documents. Pursuant to the Agreement, the date for completing all of the Work and having such Work ready for CRRA's acceptance is as follows:

Completion Date: [Completion Date].

You are required to acknowledge your receipt of this Notice To Proceed by signing below and returning such receipted Notice To Proceed to CRRA.

Connecticut Resources Recovery Authority

By: _____
Michael Tracey, P.E.
Title: Operations Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 2007.

By: _____ (Signature)
_____ (Typed/Printed Name)
Title: _____

**REQUEST FOR BIDS
FOR
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM
EXHIBIT AREA**

SECTION 11

**CHILDREN'S GARBAGE MUSEUM EXPANSION
AGREEMENT**

CHILDREN'S GARBAGE MUSEUM EXPANSION AGREEMENT

This **CHILDREN'S GARBAGE MUSEUM EXPANSION AGREEMENT** (the "Agreement") is made and entered into as of this ____ day of _____, 2007 (the "Effective Date"), by and among the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1702 (hereinafter "CRRA") and __[**SUCCESSFUL BIDDER**], a _____ corporation, having its principal offices at _____ (hereinafter "Contractor").

PRELIMINARY STATEMENT

CRRA is the owner of a certain parcel of real property located at 1410 Honeyspot Road Extension, Stratford, Connecticut, upon which CRRA operates a Children's Garbage Museum ("Museum"). The Museum is open to the public and provides tours and educational activities pertaining to solid waste management. CRRA now desires to enter into this Agreement with Contractor in order to have Contractor design, build, and furnish all materials, labor, equipment, and incidentals necessary for the installation of certain exhibits and other related items for the second floor of the Museum (the "Project").

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

ARTICLE 1. DEFINITIONS

1.1 Specific Terms

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

- (a) **Acceptance Date** - The date on which CRRA determines that the work set forth in subsections (a), (b) (c) (d), and (e) of Section 2.1 hereof (the "Work") has been completed by Contractor in accordance with the Contract Documents.
- (b) **Contract Documents** - This Agreement (including all exhibits attached hereto), the Notice To Proceed (as defined herein), any written amendments to any of the Contract Documents and any change order issued pursuant to Section 2.7 hereof.
- (c) **Contract Time** - The number of days or the date, as set forth in **Exhibit B** of this Agreement, to perform and complete the Work.

- (d) **Effective Date** - The date set forth above in this Agreement.
- (e) **Laws and Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.

ARTICLE 2. SCOPE OF WORK

2.1 Contractor's Responsibilities

Contractor shall:

- (a) Design, build, and furnish all materials, labor, equipment, and incidentals necessary for the installation of certain exhibits and other related items for the second floor of the Museum more particularly described in **Exhibit A** attached hereto;
- (b) Perform all other work required for the Project in accordance with and as required by the Contract Documents;
- (c) Furnish all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to the Project and the performance and completion of the Work (as hereinafter defined);
- (d) Procure all of the local, state and federal permits required for the Work hereunder, and
- (e) Restore any part of the Museum improvements thereon, or the Work (as hereinafter defined) that require restoration pursuant to the terms and conditions in Section 4.4 hereof.

Subsections (a) through (e) of this Section 2.1 are hereinafter collectively referred to as the "Work."

2.2 Performance and Completion of Work

All Work shall be performed and completed by Contractor in a good workmanlike manner consistent with:

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

- (d) The highest industry standards applicable to Contractor and its performance of the Work hereunder;
- (e) Performance that minimizes negative impact on the daily operation and functions of CRRA and its Museum;
- (f) The schedule for the Work set forth in **Exhibit B** attached hereto and made a part hereof and any schedule for any other Work mutually agreed upon in writing by CRRA and Contractor; and
- (g) All Laws and Regulations.

Subsections (a) through (g) of this Section 2.2 are hereinafter collectively referred to as the "Standards."

2.3 CRRA's Responsibilities

CRRA shall be responsible for administering this Agreement, accepting the Work that is performed and completed by Contractor in accordance with the Contract Documents, and receiving and paying invoices for such Work.

2.4 Direction of Work

CRRA may, where necessary or desired, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Work hereunder. CRRA reserves the right to determine whether Contractor will, upon completion of any phase of the Work, proceed to any or all remaining phases of the Work. If CRRA determines that Contractor shall not proceed with the remaining Work, CRRA shall terminate this Agreement in accordance with Section 4.3 hereof. Upon termination, CRRA shall pay Contractor for all Work performed by Contractor prior to such termination that is in conformance with the Standards, and CRRA shall have no further liability hereunder.

2.5 CRRA's Inspection Rights

Contractor's performance of the Work hereunder as well as Contractor's work products resulting from such performance are subject to inspection by CRRA. Inspections may be conducted at any time by CRRA. In the event of an inspection, Contractor shall provide to CRRA any documents or other materials that may be necessary in order for CRRA to conduct the inspection. If after any such inspection CRRA is unsatisfied with Contractor's performance of the Work hereunder or the work products resulting therefrom, Contractor shall, at the direction of CRRA, render such performance or work products satisfactory to CRRA at no additional cost or expense to CRRA and without any extension of or addition to any Contract Time for the remaining Work.

2.6 Access

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

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

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

2.7 Change in Scope of Work

In the event that CRRA determines during the term of this Agreement that any revisions, modifications or changes are necessary to the scope of Work as set forth in Section 2.1 hereof, then pursuant to CRRA's request and the written mutual agreement of the parties hereto upon the cost and time schedule for the work required for such revisions, modifications or changes, Contractor shall perform such work. If any adjustment(s) to the Contract Price and/or any of the Contract Times is required as a result of such revisions, modifications or changes, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s) provided that the schedule of values approved by CRRA for the Project, to the extent applicable, shall be used to determine the appropriate increase or decrease in the quantity or cost of the materials or Work necessitated by such revisions, modifications or changes.

ARTICLE 3. COMPENSATION AND PAYMENT

3.1 Compensation

The total amount of compensation to be paid to Contractor by CRRA for the Work hereunder shall not exceed _____ (\$ _____) DOLLARS (the "Contract Price"), which Contract Price shall be payable as set forth in Section 3.2 below. Contractor acknowledges and agrees that the Contract Price constitutes the full compensation to Contractor for the Work to be performed by Contractor hereunder and includes all expenses and costs to be incurred by Contractor in performing such Work.

3.2 Payment Procedure

Contractor shall be paid for the Work under this Agreement in accordance with the following milestone schedule:

- (a) Fifteen Percent (15%) or _____ (\$ _____) DOLLARS shall be payable upon CRRA's acceptance of Contractor's Design Plans;
- (b) Forty Percent (40%) or _____ (\$ _____) DOLLARS shall be payable upon Contractor completing the off-site construction Work;
- (c) Forty Percent (40%) or _____ (\$ _____) DOLLARS shall be payable upon Contractor completing the installation of all components of the Project; and
- (d) Five Percent (5%) or _____ (\$ _____) DOLLARS shall be payable upon Contractor completing the punch list items.

Contractor shall submit to CRRA a written request in duplicate for each above milestone payment for all such Work. The written request for payment shall include the following:

- (a) The name of the Project;
- (b) The contract number (to be provided by CRRA);
- (c) The CRRA Purchase Order Number (to be provided by CRRA); and
- (d) A detailed description of requested milestone payment, including the Work performed and a cost itemization for such Work.

If CRRA determines in its sole discretion that the Work and milestone payment for which Contractor is requesting payment has been properly performed and completed in conformance with the Standards, then CRRA shall pay Contractor the requested milestone payment within thirty (30) days after CRRA's receipt of such written request. If, however, CRRA determines that any of the Work or milestone payment for which Contractor has requested payment is not in conformance with the Standards, then CRRA may in its sole discretion also withhold all or a portion of the requested milestone payment, and Contractor shall immediately take, at its sole cost and expense, all action necessary to render such Work in conformance with the Standards.

3.3 Accounting Obligations

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

ARTICLE 4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on the first (1st) anniversary of the Acceptance Date.

4.2 Time is of the Essence

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance of the Work hereunder. Accordingly, upon CRRA's issuance to Contractor of a notice to proceed with the Work (the "Notice To Proceed"), which Notice To Proceed shall be issued after Contractor returns the executed Agreements and provides all required documents under this Agreement, including but not limited to the insurance certificates, Contractor shall immediately commence performance of the Work and continue to perform the same during the term of this Agreement in accordance with the schedule set forth in attached **Exhibit B** in order to complete all such Work by the One Hundred Twentieth (120th) day following the issuance of such Notice To Proceed (the "Completion Date"). CRRA and Contractor recognize the difficulties involved in proving actual damages and losses suffered by CRRA if the Work is not completed by the Completion Date. Accordingly, instead of requiring any such proof, CRRA and Contractor agree that as liquidated damages for any such delay in completion (but not as a penalty) Contractor shall pay CRRA One Hundred and 00/100 (\$100.00) Dollars for each calendar day beyond the Completion Date that Contractor fails to complete all of the Work until all such Work is completed by Contractor.

4.3 Termination

CRRA may terminate this Agreement at any time by providing Contractor with ten (10) days' prior written notice of such termination. Upon receipt of such written notice from CRRA, Contractor shall immediately cease performance of all Work, unless otherwise directed in writing by CRRA. In the event that CRRA fails to pay Contractor any payments required to be paid hereunder in accordance with Article 3 hereof, then Contractor may terminate this Agreement by providing CRRA with thirty (30) days' prior written notice of such termination. Prior to any termination of this Agreement, Contractor shall:

- (a) Remove all of its personnel and equipment from the Museum;
- (b) Restore any portion of the Museum or the improvements thereon, other than those areas of the Museum or such improvements improved by Contractor pursuant to this Agreement, disturbed or damaged in performing the Work hereunder to the same condition existing prior to such disturbance or damage; and
- (c) Restore or repair any completed Work so disturbed or damaged to the condition required by the Contract Documents for acceptance of such Work by CRRA.

Upon termination of this Agreement pursuant to this Section 4.3 and provided Contractor has performed its obligations under this Section 4.3 to CRRA's satisfaction, CRRA shall pay Contractor for all Work performed by Contractor prior to such termination that is in conformance with the Standards, and CRRA shall have no further liability hereunder.

4.4 Restoration

Unless otherwise directed in writing by CRRA, Contractor shall:

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

ARTICLE 5. WARRANTIES

5.1 Contractor's Indemnity

Contractor shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, liabilities, workers' compensation payments, and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property, any patent infringement dispute, or any other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents, employees or other contractors, or (b) Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

5.2 Workmanship and Materials Warranty; Other Warranties and Guarantees

For a period of One Year following the Acceptance Date (the "Warranty Period"), Contractor warrants the workmanship, equipment, design, and materials furnished under this Agreement for the Project against defects. If during or at the end of the Warranty Period CRRA

determines that any of such workmanship, equipment, design, or materials is or has become defective or is deficient, Contractor shall, at its own cost and expense, promptly repair or replace such defective workmanship, equipment, design, or materials in order to render the same to the same condition as warranted above. Any repairs to or replacements of such workmanship, equipment, design, or materials required under this Section 5.2 must be approved by CRRA before Contractor may commence performance of such repairs or replacements. If Contractor is required to repair or to replace any defective workmanship, equipment, design, or materials of this Project pursuant to this Section 5.2, Contractor shall extend the warranty provisions under this Section 5.2 to the foregoing repaired or replaced defective workmanship, equipment, design, or materials an additional ninety (90) days from the date of repair or replacement. In connection therewith Contractor shall obtain all warranties and guarantees for all material and equipment furnished hereunder by Contractor that are assignable to CRRA. Contractor shall assign such warranties and guarantees to CRRA upon the Acceptance Date. Contractor's obligations under this Section 5.2 shall survive the termination of this Agreement.

ARTICLE 6. INSURANCE

6.1 Required Insurance

Contractor shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial General Liability insurance alone or in combination with Commercial Umbrella insurance with a limit of not less than two million (\$2,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than five hundred thousand (\$500,000.00) dollars each accident.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of not less than five hundred thousand (\$500,000.00) dollars "each Accident," five hundred thousand (\$500,000.00) dollars "Disease Policy Limit," and five hundred thousand (\$500,000.00) for "Disease each Employee."
- (d) Professional liability insurance with a limit of not less than five hundred thousand (\$500,000.00) dollars.

6.2 Certificates

Upon Contractor's execution of this Agreement, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 6.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 below. Additionally, Contractor shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 6.1 above, a certificate or certificates containing the information required by Section 6.3 below and certifying that such insurance has been renewed and remains in full force and effect.

6.3 Specific Requirements

All policies for each insurance required hereunder shall:

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

6.4 Issuing Companies

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

6.5 Umbrella Liability Insurance

Subject to the terms and conditions of this Article 6, Contractor may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability insurance, automobile liability insurance and employers' liability insurance.

6.6 Contractor's Subcontractors

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

6.7 No Limitation on Liability

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

6.8 Other Conditions

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

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

ARTICLE 7. MISCELLANEOUS

7.1 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Work for CRRA Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Work involved;
- (b) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an "affirmative action-equal

opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);

- (c) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Contractor’s commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and
- (e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes.

7.2 Books and Records

Contractor shall maintain proper books and records containing complete and correct information on all Work performed by Contractor pursuant to this Agreement in accordance with generally accepted accounting principles and practices. CRRA has the right to inspect and review all such books and records during Contractor’s business hours.

7.3 Entire Agreement

The Contract Documents constitute the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersede any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

7.4 Governing Law

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

7.5 Assignment

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

7.6 No Waiver

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

7.7 Modification

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement.

7.8 Status of Contractor

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

7.9 Subcontractors

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

7.10 Contractor's Employees

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

7.11 Mechanic's Liens

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

7.12 Withholding Taxes and Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the Work to be performed hereunder by Contractor, Contractor's employees or subcontractors. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments similar to those described in this Section 7.12 and Contractor hereby agrees to indemnify and hold CRRA harmless against any and all such taxes, insurance or similar payments which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

7.13 Sales and Use Tax Exemption

Under Section 22a-270 of the *Connecticut General Statutes*, CRRA has an exemption from all Connecticut State taxes and the payment thereof. Without limiting the scope of the preceding sentence, pursuant to Section 12-412(92) of the *Connecticut General Statutes*, the sale of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of the Mid-Connecticut Project is exempt from Connecticut State sales and use tax. Accordingly, Contractor hereby represents that no Connecticut State tax is included in the Contract Price hereof, and Contractor shall not charge or pass through any

such tax to CRRA, regardless of whether Contractor has incurred any Connecticut State Tax in its performance of this Agreement. Contractor also represents that all funds provided by CRRA as reimbursement for Work provided hereunder shall be used or consumed in connection with the use and operation of the Museum.

7.14 Proprietary Information

Contractor shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for Contractor's own purposes or for the benefit of any person, firm, corporation or other entity (other than CRRA) without the prior written consent of CRRA. Any reports or other work product prepared by Contractor in connection with the performance of the Work hereunder shall be owned solely and exclusively by CRRA and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of CRRA.

7.15 Notices

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

(a) If to CRRA:

Connecticut Resources Recovery Authority
100 Constitution Plaza – 6th Floor
Hartford, CT 06103-1702
Attention: Michael Tracey

With a copy to:

Connecticut Resources Recovery Authority
100 Constitution Plaza – 6th Floor
Hartford, CT 06103-1702
Attention: President

(b) If to Contractor:

Attn:

7.16 Benefit and Burden

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

7.17 Severability

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

7.18 Usage

Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require.

7.19 Captions

The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement.

7.20 Counterparts

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

7.21 Campaign Contribution Restrictions

This Section 7.21 is included here pursuant to *Connecticut General Statutes* §9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates as the context requires. This Section 7.21, without limiting its applicability, is also made applicable to State Agencies, Quasi-Public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this Section 7.21 only:

- (1) "Quasi-Public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

- (2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the *Connecticut General Statutes* concerning campaign financing.
- (3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, 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 fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the *Connecticut General Statutes* concerning campaign financing.
- (4) "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 the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the *Connecticut General Statutes* concerning campaign financing.
- (5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid 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 State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the *Connecticut General Statutes*. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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. Title 9, Chapter 150 of the *Connecticut General Statutes* concerning campaign financing may modify this definition, which modification shall control.
- (6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this Section 7.21 as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for

an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501 (c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor, or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 105 of the *Connecticut General Statutes* concerning campaign financing.

- (b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a political committee authorized to make contributions or expenditure to or for the benefit of such candidates, or (3) a party committee.
- (c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
- (d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this Section 7.22, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.
- (e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this Section 7.22, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in

the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

CONTRACTOR

By: _____
Its
Duly Authorized

EXHIBIT A

To

CHILDREN'S GARBAGE MUSEUM EXPANSION AGREEMENT

SCOPE OF WORK

EXHIBIT A

SCOPE OF WORK

The Children's Garbage Museum is expanding its second-floor exhibit space. The space is approximately 1,000 square feet and the anticipated yearly traffic totals 25,000 visitors.

The goal of this Project is to expand current educational areas and develop exhibits that pertain to solid waste management. Specifically, the exhibit area will appeal to Grades 3 and up, will be interactive and self-contained and will be built to a standard of durable use. The topics covered by the space will include Trash-to-Energy, Ash Landfills and Recycling/Resource Recovery. The space and exhibits may be used for group tours and/or public visitors. Appropriate signage to explain the exhibits for self-guided tours must be included.

The new exhibit space will be divided into three areas:

- (1) Hands-On Trash to Energy Area;
- (2) Recycling and Resource Recovery Area; and
- (3) "Mock" Conveyor Belt Activity Room Area.

The Work Schedule for the Project follows. It is followed by a detailed description of the various components of the Work. The Work will include, but will not necessarily be limited to, the components identified.

WORK SCHEDULE FOR PROJECT

Phase I

- (a) Submit preliminary concept design plans for the five components detailed herein.
- (b) After CRRA's comments and approval of the Contractor's preliminary concept design plans, Contractor shall submit final design plans for the five components detailed herein.
- (c) Prior to Contractor beginning construction Work, develop construction drawings which must be pre-approved by CRRA. Shop drawings shall be submitted by the successful Bidder as required by CRRA.

Phase II

- (a) Secure all necessary governmental permits, as required for the Work.
- (b) Verify existing dimensions and field conditions of the Museum prior to fabrication.
- (c) Coordinate with applicable CRRA staff or CRRA agents who oversee the Work.
- (d) Attend preconstruction and construction meeting(s).
- (e) Construction activity shall not interrupt the operation of the Museum and other CRRA facilities.
- (f) Contractor shall provide all electrical work necessary to energize the Work, including but not limited to, all necessary work to interface with CRRA staff to tie in the bid proposal's new electrical work with the existing electrical system of the Museum.
- (g) Provide necessary protection of the construction area in the Museum.
- (h) Contractor shall strictly follow all safety regulations, including all OSHA regulations. Contractor is responsible for methods of construction.
- (i) Prior to CRRA accepting Contractor's Work under this RFB, Contractor shall provide CRRA with three (3) copies of all Operation and Maintenance manuals for all equipment incorporated into the Project.
- (j) At the end of each work day, Contractor shall remove all construction debris from the Museum Work site.
- (k) All other related Work required and necessary to complete the Project.

COMPONENTS OF THE WORK

OUTLINE

1. Component 1 – Hands-On Trash-To-Energy Area Exhibit (Museum Area 1)
 - 1.1 Trash-to-Energy Exhibit
 - 1.2 Electricity Exhibit
 - 1.3 Ash Landfill Exhibit
 - 1.4 History of Trash Mural
 - 1.5 Computer
 - 1.6 Video Viewing Area
2. Component 2 – Recycling and Resource Recovery Area Exhibit (Museum Area 2)
 - 2.1 Inquiry Boxes
 - 2.2 Tower of Garbage
 - 2.3 LCD Screen
 - 2.4 Electronics Recycling Exhibit
 - 2.5 Junk Mail/Mixed Paper Exhibit
 - 2.6 Map Mural
3. Component 3 – “Mock” Conveyor Belt Activity Room Exhibit (Museum Area 3)
 - 3.1 Color Coordinated Stations
 - 3.2 Creation Station
4. Component 4 – Portable Exhibits
 - 4.1 Matching Game
 - 4.2 Sequencing Exhibit
5. Component 5 – Additional Items
 - 5.1 Benches

COMPONENT NARRATIVES

Recycled materials or recycled content materials and/or “found” items are encouraged for the Work. Proposals should point out where these particular materials are utilized.

1. Component 1 – Hands-On Trash-to-Energy Area Exhibit (Museum Area 1)

The primary focus in this area will be Trash-to-Energy, separately describing the mass-burn process, the generation of electricity and landfilling the ash residue. Three exhibits, a computer-based screen, video area and trash timeline mural on the wall will encompass this area.

1.1 *Trash-to-Energy Exhibit*

The first exhibit (1.1) depicts how the mass-burn process begins. It may include a mechanical “claw” or simulated crane that places “trash” in a chute which is then

dropped into a “burner”. The claw and trash are inside a Plexiglas container that students may maneuver.

1.2 Electricity Exhibit

The second exhibit (1.2) in the same area will demonstrate electricity and how it is generated. A diagram of the trash-to-energy process may be shown with details of how the energy is derived. Possibly a stationary bicycle or another mechanism may be used to show how much power (and trash) is necessary to generate an electrical item such as a light bulb.

1.3 Ash Landfill Exhibit

The third exhibit (1.3) in this area will display a cross section of an ash landfill. The materials used for the liner will be authentic and a sample will be available to touch and to display its thickness. A written discussion of landfills or a question/answer flip box will supplement the display.

1.4 History of Trash Mural

On the walls, a history of trash (1.4) may be painted in the form of a simplified mural or timeline.

1.5 Computer

Computer-based screens (1.5) may be available with multiple choice questions on a variety of topics relating to both trash-to-energy and recycling.

1.6 Video Viewing Area

A video viewing area (1.6) may also be added to the area. The videos will focus on trash-to-energy and waste management issues.

2. Component 2 – Recycling and Resource Recovery Area Exhibit (Museum Area 2)

The primary focus in this area will be recycling and resource recovery. This area will include three or four exhibits, a research computer/LCD screen, a Tower of Trash graphic or exhibit, and a natural resource map graphic on the wall.

2.1 Inquiry Boxes

In the middle of the room, two to four inquiry boxes (2.1) may encircle the columns. Questions and multiple choice answers about recycling will be written on a plaque. The plaque, made from recycled plastic, may be mounted to the top of the inquiry box. When a button is pushed, the blackened window screen in the box will illuminate with the answer.

2.2 Tower of Garbage

A tower or wall of garbage and/or recyclables graphic (2.2) with age markers showing how much trash a person throws away in a lifetime will be included in this area. A person stands next to the marker to show how much trash is thrown away. This may be incorporated into the columns or may be better suited in a different area of the museum.

2.3 LCD Screen

An LCD screen (2.3) that a student or adult may use to research how many tons of materials his or her project town recycles and/or how much trash it produces may also be included.

2.4 Electronics Recycling Exhibit

An electronics recycling exhibit (2.4) showing what types of electronic devices may be recycled, the de-manufacturing process and new products made from materials recovered in the recycling process. Exhibitor may work with a vendor that specializes in this area.

2.5 Junk Mail/Mixed Paper Exhibit

A junk mail/mixed paper recycling exhibit (2.5) with a hands-on sorting activity may be included and could incorporate a paper craft.

2.6 Map Mural

A map mural or graphic may be painted on the wall (2.6) showing the place of origin of a particular commodity. Examples may include geographical regions where bauxite is mined, timber is cut or glass is made. In this manner recycling may be looked at from a global perspective.

3. Component 3 – “Mock” Conveyor Belt Activity Room Exhibit (Museum Area 3)

This area will engage students in a variety of hands-on sorting activities. A mock conveyor belt activity for sorting recyclables was created and is available for student use. The activity area is enclosed and is not available for public use.

3.1 Color Coordinated Stations

Color coordinated work stations (3.1) shall be included with the exhibit.

3.2 Creation Station

A “creation station” where students create crafts from garbage or recyclables (3.2) shall be included with the exhibit.

4. Component 4 – Portable Exhibits (All Museum Areas)

Two portable exhibits that may be developed that may be used as activities and transported to other areas of the museum:

4.1 *Matching Game*

One of the portable exhibits may be a concentration or matching game (4.1) of recyclables and their end products

4.2 *Sequencing Exhibit*

The other portable exhibit may be a sequencing activity (4.2) demonstrating the steps of creating a recyclable from a natural resource verses creating it from the recycling process

5. Component 5 – Additional Items

5.1 *Benches*

Three (3) four (4) foot benches shall be provided, one for each of the areas, made from recycled materials for seating (5.1)

EXHIBIT B

To

CHILDREN'S GARBAGE MUSEUM EXPANSION AGREEMENT

CONTRACT TIME

EXHIBIT B

CONTRACT TIME

Contractor shall complete the Project under this Agreement within ONE TWENTY (120) DAYS from the date of the issuance of the Notice To Proceed.