

**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

**REQUEST FOR BIDS  
FOR  
SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING  
(Bid Number 2007E001)**

**BID DUE DATE  
FEBRUARY 7, 2007**

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

**January 8, 2007**

**REQUEST FOR BIDS**  
**For**  
**SHELTON LANDFILL GAS FLARE AIR EMISSIONS**  
**TESTING**

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

January 8, 2007

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**REQUEST FOR BIDS  
FOR  
SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING**

**SECTION 1**

**NOTICE TO FIRMS – REQUEST FOR BIDS**

## CONNECTICUT RESOURCES RECOVERY AUTHORITY

### NOTICE TO FIRMS – REQUEST FOR BIDS

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. CRRA is seeking bids from qualified firms to furnish all materials, labor, equipment and incidentals to perform the 2007 air emissions testing on the landfill gas flare at the Shelton Landfill and to perform other work incidental thereto. The air emissions testing must be performed in accordance with requirements of the New Source Review Permit to Construct and Operate No. 163/0119-0091 and the Connecticut Department of Environmental Protection’s Source Stack Testing General Requirements. The Shelton Landfill is located at 866 River Road (Route 110), Shelton, Connecticut. The air emissions testing must be completed by June 20, 2007.

Request for Bids (“RFB”) package documents may be obtained during normal working hours at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning **Monday, January 8, 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 site for all prospective bidders. **The mandatory pre-bid conference and tour will be held at the Shelton Landfill at 10:00 a.m., Eastern Time, on Wednesday, January 17, 2007.** Any prospective bidder intending to participate in the tour must contact Steven Yates ((860) 757-7742 or [syates@crra.org](mailto:syates@crra.org)) at least 24 hours in advance of the pre-proposal conference and site tour (i.e., by 10:00 a.m., Tuesday, January 16, 2007).

**Sealed bids in response to this RFB will be received at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Eastern Time, on Wednesday, February 7, 2007.**

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.

All questions regarding this RFB should be submitted in writing to Steven Yates, Air Compliance Manager by e-mail ([syates@crra.org](mailto:syates@crra.org)) or by fax (860-757-7742) or by letter (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than **3:00 p.m. on Friday, January 26, 2007**. Any firm considering submitting a bid is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Yates.

**REQUEST FOR BIDS  
FOR  
SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING**

**SECTION 2  
INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**  
**SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING**

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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. To that end, CRRA has developed, constructed and now operates an integrated system of four (4) resources recovery facilities, two (2) regional recycling centers (one of which is the largest in the United States), five (5) landfills and twelve (12) transfer stations. These facilities are operated by entities that are under contract with CRRA.

One of the facilities that is part of CRRA’s Bridgeport Project is the Shelton Landfill located at 866 River Road (Route 110), Shelton, Connecticut. The Shelton Landfill has been certified by the Connecticut Department of Environmental Protection as closed. However, the Landfill continues to have an active landfill gas collection and control system. The system includes a flare for combustion of the landfill gas.

CRRA is seeking bids from qualified firms to furnish all materials, labor, equipment and incidentals to perform the 2007 air emissions testing on the landfill gas flare at the Shelton Landfill and to perform other work incidental thereto. The air emissions testing must be performed in accordance with requirements of the New Source Review Permit to Construct and Operate No. 163/0119-0091 and the Connecticut Department of Environmental Protection's Source Stack Testing General Requirements. The air emissions performance test must be completed by June 20, 2007.

The bidder selected to perform the Services will be reimbursed for work performed at the rates specified in the payment rate schedule up to the amount specified as the not-to-exceed contract price.

## 2. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
  - (1) Shelton Landfill Gas Flare Air Emissions Testing Agreement (the "Agreement");
  - (2) Notice To Firms – Request For Bids;
  - (3) Instructions To Bidders;
  - (4) Bid Form;
  - (5) Not-To-Exceed Bid Price and Payment Rate Schedule Form;
  - (6) Issues And Questions To Be Addressed;
  - (7) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
  - (8) Affidavit Of Third Party Fees;
  - (9) Campaign Contribution Restriction Affidavit (SEEC Form SC 3) and List Of Principals (SEEC Form SC 3A);
  - (10) Background Questionnaire;
  - (11) Addenda;
  - (12) The bidder's Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-submission documentation submitted prior to the Notice Of Award);
  - (13) Notice Of Award; and,
  - (14) Any written amendments to the Agreement issued pursuant to Sections 2.7 and/or 7.7 of the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.

- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.

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

### **3. 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.

### **4. Scope Of Services**

The Services to be performed under the Agreement are more particularly described in **Exhibit A** of the Agreement. Specific instructions about how the Services are to be performed are included in the Agreement. The successful bidder will be required to furnish all materials, labor, equipment and incidentals necessary to perform the 2007 air emissions testing on the landfill gas flare at the Shelton Landfill and to perform other work incidental thereto. The air emissions performance test must be performed in accordance with requirements of the New Source Review Permit to Construct and Operate No. 163/0119-0091 and the Connecticut Department of Environmental Protection's Source Stack Testing General Requirements. The air emissions performance test must be completed by June 20, 2007.

### **5. RFB Package Documents**

This RFB package consists of the following documents:

- (a) Notice To Firms – Request For Bids;
- (b) Instructions To Bidders;
- (c) Bid Form;
- (d) Not-To-Exceed Bid Price and Payment Rate Schedule Form;
- (e) Issues And Questions To Be Addressed;
- (f) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (g) Affidavit Of Third Party Fees;
- (h) Campaign Contribution Restriction Affidavit (SEEC Form SC 3) and List Of Principals (SEEC Form SC 3A);
- (i) Background Questionnaire;
- (j) Notice Of Award;
- (k) Shelton Landfill Gas Flare Air Emissions Testing Agreement, including:
  - (1) Scope of Services



- (2) Not-To-Exceed Contract Price And Compensation Schedule
- (3) CRRA Travel and Expense Policy
- (4) Monthly Bill Format

Complete sets of the above documents may be obtained during normal business hours at CRRA's Offices, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning Monday, January 8, 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.

## **6. Mandatory Pre-Bid Conference and Site Tour**

**A mandatory pre-bid conference and tour of the Site for all prospective bidders will be conducted by CRRA staff at the Shelton Landfill on Wednesday, January 17, 2007 beginning at 10:00 a.m., Eastern Time.** 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 Site will not be allowed.

Prospective bidders should contact Steven Yates ((860) 757-7726; [syates@crra.org](mailto:syates@crra.org)) at least 24 hours prior to the mandatory pre-bid conference and tour (i.e., by 10:00 a.m., Tuesday, January 16, 2007) to make arrangements for participating in the conference and tour and for directions to the Site. Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this RFB.

## **7. 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 Services. 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 Steven Yates, Air Compliance Manager, by e-mail ([syates@crra.org](mailto:syates@crra.org)) or by fax ((860) 757-7742) or by letter (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722).**

**To be given consideration, any such request must be received by CRRA by 3:00 p.m., on Friday, January 26, 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.**

## **8. Bid Submission Procedures**

**Sealed bids in response to this RFB must be submitted no later than 3:00 p.m., Eastern Time, Wednesday, February 7, 2007** at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Steven Yates. 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 Shelton Landfill Gas Flare Air Emissions Testing."

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

No joint bids shall be accepted.

**The terms and conditions of the Agreement (Section 10 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.

## **9. 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 bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 10.3(e) of this Instructions To Bidders). 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 3-6);
- (c) The completed Not-To-Exceed Bid Price And Payment Rate Schedule Form (Pages 4-1 through 4-8);
- (d) Answers to the Issues And Questions To Be Addressed (the answer to each question must begin on a new page) (Page 5-1);
- (e) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form, with the bidder's most recent EEO-1 data attached;
- (f) The completed Affidavit Of Third Party Fees (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (g) The completed Campaign Contribution Restriction Affidavit (SEEC Form SC 3) (subscribed and sworn by the chief executive officer of the Bidder before a Notary Public or Commissioner of the Superior Court) and the completed List Of Principals (SEEC Form SC 3A) (While the instructions to SEEC Form SC 3A indicate that the completed form is to be returned to the State Elections Enforcement Commission (SEEC), the SEEC has informed CRRA that the form should be returned by the Bidder to CRRA as part of its bid. CRRA is responsible for providing a copy of the submitted SEEC Form SC 3A to the SEEC; and
- (h) The completed Background Questionnaire (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).**

The entire bid shall not exceed fifty (50) pages. Brief and concise answers are encouraged. Page limits are intended to set limits, not targets. Bids should be prepared on 8 ½ x 11 inch paper using at least 10 point type with standard margins.

## **10. 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.**

## 11. 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.

### 11.1 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.

### 11.2 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 services addressed in this RFB;
- (b) The knowledge, capability and experience of the principal engineers and scientists who would be assigned to work with CRRA on this project;
- (c) The schedule proposed for air emissions testing;
- (d) The bidder's training and oversight regarding field work associated with air emissions testing;
- (e) The bidder's quality assurance/quality control program; and
- (f) The references for the bidder.

### 11.3 Affirmative Action Evaluation Criteria

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

- (a) The bidder's success in implementing an affirmative action plan (see Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 6 of the RFB Package Documents));
- (b) The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (see Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 6 of the RFB Package Documents));
- (c) The bidder's promise to develop and implement a successful affirmative action plan (see Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 6 of RFB Package Documents));
- (d) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 9(e) of this Instructions To Bidders); and
- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (see Section 9(a) of this Instructions To Bidders).

### 12. 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 February 12<sup>th</sup>, 2007.

### 13. Contract Award

If CRRA decides to award the contract, CRRA will issue to the successful bidder a Notice Of Award within ninety (90) 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.

**14. RFB Projected Timeline**

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Formally Announced	January 8, 2007
Pre-Bid Conference and Site Tour	January 17, 2007
Deadline for Written Questions	January 26, 2007
Response to Written Questions	February 5, 2007
Bids Due at CRRA	February 7, 2007
Interviews	Week of February 12, 2007
Selection and Notice of Award Issued	March 27, 2007
Effective Date of Agreement	April 1, 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.

**15. 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.

**16. Bid Preparation And Other Costs**

Each bidder shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its bid, or incurred in connection with any interviews and negotiations with CRRA, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses.

**REQUEST FOR BIDS  
FOR  
SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING**

**SECTION 3  
BID FORM**

# BID FORM

**PROJECT:** Bridgeport

**CONTRACT NUMBER:** \_\_\_\_\_ (To be filled in later by CRRA)

**CONTRACT FOR:** Shelton Landfill Gas Flare Air Emissions Testing

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

## 1. DEFINITIONS

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

## 2. TERMS AND CONDITIONS

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

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

- (a) Execute 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 Services 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 Economic and Community Development, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/ Disabled Person Business Enterprise in accordance with Section 32-9e 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 Not-To-Exceed Bid Price And Payment Rate Schedule 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 Services.

## **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 Services.

**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 Not-To-Exceed Bid Price And Payment Rate Schedule Form;
- (b) Answers to the Issues And Questions To Be Addressed with a written answer provided to each question and each answer beginning on a new page;

- (c) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety, which has been completely filled out by Bidder;
- (d) 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;
- (e) Affidavit Concerning Campaign Contributions – Requests For Bids/Proposals/Qualifications, which has been completely filled out by Bidder and signed by the chief executive officer of the Bidder before a Notary Public or Commissioner of the Superior Court; and
- (f) Background Questionnaire, 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 PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 200\_\_

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

**REQUEST FOR BIDS  
FOR  
SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING**

**SECTION 4**

**NOT-TO-EXCEED BID PRICE AND PAYMENT  
RATE SCHEDULE FORM**

## NOT-TO-EXCEED BID PRICE AND PAYMENT RATE SCHEDULE FORM

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

Each bidder shall submit a Not-To-Exceed Bid Price And Payment Rate Schedule Form as part of its bid. Bidders should carefully review the Scope Of Services for the work (**Exhibit A** to the Agreement) prior to preparing the Not-To-Exceed Bid Price And Payment Rate Schedule Form.

The Bidder selected to perform the Services, if any, will be reimbursed for work performed at the rates specified in the Payment Rate Schedule up to the amount specified as the Not-To-Exceed Bid Price. Such rates will remain in effect for the contract period. The Bidder will not be paid for costs or expenses that exceed the figures provided in the Payment Rate Schedule. CRRA does not guarantee that the Not-To-Exceed Bid Price or any amount of monies will be paid to Bidder during the term of the Agreement.



## NOT-TO-EXCEED BID PRICE

Each Bidder shall submit a Not-To-Exceed Bid Price for the Scope Of Services on the form on the following page. Prices submitted shall be inclusive of any and all costs associated with performing the Services specified in the Scope Of Services, including, but not limited to, the costs of mobilization, demobilization, labor, supervision, materials, equipment, tools, transportation, licenses and permits, insurance and any other items, services or activities that will be required to complete the Scope Of Services.

The Not-To-Exceed Bid Price shall clearly show, at a minimum, prices for (1) Intent-to-Test Package Submittal and Approval, (2) Field Services and (3) Test Report Preparation and Submittal. Any bid that does not **clearly** identify these three amounts may be subject to rejection.

In preparing a Not-To-Exceed Bid Price, bidders should carefully study the Scope Of Services. Bidders should make special note of the following:

- (a) The Contractor will be provided with electrical hookup, access to the Site and a Facility liaison person. The Contractor must provide any other needed tools, devices, equipment, supplementary access, information, transportation, communication, labor, and supervision to perform the field services.
- (b) The sampling location has very restricted access, very limited working space and is at an elevated level above the ground. The Contractor is responsible for the cost for all special accommodations that must be made for safely obtaining samples from these locations. Such accommodations may include, but are not limited to, rigging, tools and additional labor.

**INSTRUCTIONS:** In the table below, fill in the “Not-To-Exceed Bid Price” for Each Task and the Total.

TASK	NOT-TO-EXCEED BID PRICE
1. Intent-to-Test Package Submittal and Approval	\$
2. Field Services	\$
3. Test Report Preparation and Submittal	\$
TOTAL	\$

**INSTRUCTIONS:** In the two tables below, fill in the “Not-To-Exceed Bid Price” in words and figures, respectively.

**NOT-TO-EXCEED BID PRICE (Total of Tasks 1 through 3):**

Use Words

Use Figures

## PAYMENT RATE SCHEDULE

In addition to the form on the preceding page, each Bidder must submit a Payment Rate Schedule for the Services on the forms provided on the following pages.

On the form on Page 4-5, Bidder must list the hourly billing rates for each staff level of personnel in its firm who will be assigned to work with CRRRA. This project does not fall under Connecticut's prevailing wage requirements.

On the form on Page 4-6, Bidder must fill in the percentage rate for overtime for those employees eligible for payments for overtime.

On the form on Page 4-7, Bidder must provide the rate at which applicable ancillary services are billed, including, but not limited to:

- Word Processing;
- Copying
- Computer Time; and
- Travel in Firm Owned Vehicle.

On the form on Page 4-8, Bidder must provide the Analytical Laboratory Service Rates for the Analytical Laboratory that will be used for this project.

**PERSONNEL BILLING RATES**  
**(Provide Rates Below)**  
 (Use Additional Sheets If Necessary)

Staff Level	Over-Time <sup>1</sup>	Title	Hourly Rate

<sup>1</sup> Indicate with an "X" if the hourly rate is subject to overtime markup.

## OVERTIME RATES

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

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

% (fill in the percentage rate for overtime )

**ANCILLARY SERVICE RATES  
(Provide Rates Below)**

(Use Additional Sheets If Necessary)

Ancillary Service	Billing Rate
Word Processing (Per Hour)	
Copying (Per Page)	
Travel in Firm-Owned Vehicle (Per Mile)	
<b>Any Other Services For Which You Routinely Bill (List Below)</b>	

**ANALYTICAL LABORATORY SERVICES RATES**  
**(Provide Rates Below)**

(Use Additional Sheets If Necessary)

**REQUEST FOR BIDS  
FOR  
SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING  
SECTION 5  
ISSUES AND QUESTIONS TO BE ADDRESSED**



## ISSUES AND QUESTIONS TO BE ADDRESSED

**INSTRUCTIONS:** Complete, written answers must be provided to each of these questions and each answer must begin on a new page. For firms proposing the use of sub-contractors to complete required Services (including, but not limited to, analytical laboratories), Issues And Questions Numbers 1 through 7, inclusive, must also be addressed for each sub-contractor.

1. Provide a summary description of your firm including, but not limited to, a brief history of the firm, an indication of the number of employees of the firm, a list of the number and locations of the firm's offices and an overview of the firm's principal lines of work.
2. Provide a statement setting forth your firm's knowledge, capability and experience in performing services similar to the services addressed in this RFB. Specifically describe work regarding air emissions testing and, more specifically, any work regarding air emissions testing at municipal solid waste landfills.
3. List the names of at least three (3) references who can attest to the quality of work performed by your firm. Include the job title, affiliation, address and phone number for each such reference and a brief description of the work performed for the reference.
4. Provide brief resumes of each of the principal engineers and scientists who would be assigned to work with CRRA on this project. Indicate their probable areas of responsibility. Indicate who the key contact would be at your firm for the field services associated with air emissions testing.
5. Provide a proposed schedule for the air emissions testing.
6. Describe your firm's training and oversight regarding field work associated with air emissions testing.
7. Describe your firm's quality assurance/quality control program.
8. For firms proposing the use of sub-contractors to complete required Services, including, but not limited to, analytical laboratories, provide a short description of the division of work between contractors and the timing of tasks to meet deadlines for the Services.
9. Provide a copy of your firm's up-to-date certificate of insurance showing all current insurance coverage.

**REQUEST FOR BIDS  
FOR  
SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING**

**SECTION 6  
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 DECD 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 DECD 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
DECD	-	State of Connecticut Department of Economic and Community Development
MWDP	-	Minority/Women/Disabled Person

## FOOTNOTE

- <sup>1</sup> 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  
SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING  
SECTION 7  
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 AND Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee <sup>1</sup>

(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

<sup>1</sup> 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  
SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING**

**SECTION 8  
CAMPAIGN CONTRIBUTION RESTRICTION  
AFFIDAVIT (SEEC Form 3)  
And  
LIST OF PRINCIPALS (SEEC Form SC 3A)**



**SEEC FORM SC 3 (Rev. 11/06)**  
**CAMPAIGN CONTRIBUTION RESTRICTION AFFIDAVIT**  
**STATE OF CONNECTICUT** State Elections Enforcement Commission  
**FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS**



BID or PROPOSAL #: <b>2007E001</b>
CONTRACT #:

**STATE CONTRACTOR OR PROSPECTIVE STATE CONTRACTOR AFFIDAVIT**

I am over 18 years of age and believe in and understand the obligation of an oath.

My name is \_\_\_\_\_ and I am the chief executive officer of \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name of State Contractor or Prospective State Contractor

which is a  business entity,  nonprofit organization or  person, (*select one*)

A: which

currently holds a state contract as defined in Conn. Gen. Stat. §9-333n(g)(1)(C), with the following agency:

or

\_\_\_\_\_  
Print Name of Agency

currently holds a prequalification certificate issued by the Commissioner of the Department of Administrative Services

**OR**

B: which is

seeking a state contract by submitting a bid in response to a bid solicitation to the following state agency or quasi-public agency: **Connecticut Resources Recovery Authority**

or

\_\_\_\_\_  
Print Name of Agency

seeking a state contract by submitting a proposal in response to a request for proposal to the following state agency or quasi-public agency: \_\_\_\_\_

or

\_\_\_\_\_  
Print Name of Agency

applying to the Commissioner of Administrative Services for a prequalification certificate.

**(SELECT A or B)**

I hereby certify that:

- (1) I have informed all of the individuals within my company, entity or organization listed above who are defined as a "principal of a state contractor or prospective state contractor" in Conn. Gen. Stat. §9-333n(g)(1)(F), of the contribution and solicitation ban described in Conn. Gen. Stat. §9-333n(g)(2)(A) and/or (B), as applicable; and have listed each such principal in the attached pages(s) and submitted to the State Elections Enforcement Commission,
- (2) No individual who is a principal of a state contractor or prospective state contractor, as described in Conn. Gen. Stat. §9-333n(g)(1)(F), of my company, entity or organization will make or solicit a contribution in violation of Conn. Gen. State. §9-333n(g)(2)(A) and/or (B), as applicable, and (D), and
- (3) If any such contribution is made or solicited, my company, entity or organization listed above, shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other state contract for one year after the election for which such contribution is made or solicited or if a contract has been awarded, the contracting agency may void the existing contract with such contractor and shall not extend or amend the contract for one year after the election for which the contribution is made or solicited.

SWORN AS TRUE AND COMPLETE SUBJECT TO THE PENALTIES OF FALSE STATEMENT.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

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

**Notice: Making a false statement on this form may subject you to criminal penalties, including, but not limited to, imprisonment, a fine, or both.**

**SEEC FORM SC 3A** (Rev. 11/06)  
**CAMPAIGN CONTRIBUTION RESTRICTION AFFIDAVIT**  
STATE OF CONNECTICUT State Elections Enforcement Commission  
**FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS**

**Statutory Definitions**

CGS §9-333n(g)(1)(C) provides:

- (C) "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 (i) the rendition of personal services, (ii) the furnishing of any material, supplies or equipment, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee.

CGS §9-333n(g)(1)(F) provides:

- (F) "Principal of a state contractor or prospective state contractor" means (i) an individual who is a member of the board of director 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 percent of the shares of any such state contractor or prospective state contractor this 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, (ii) 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, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, (iv) an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child of an individual described in this subparagraph, or (vi) a political committee established by or on behalf of an individual described in this subparagraph.

CGS §9-333n(g)(2)(A) provides, in relevant part:

- (A) No principal of a state contractor or prospective state contractor, 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 or a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

- (B) No principal of a state contractor or prospective state contractor, with regard to a state contract, bid solicitation or request for proposals with or from the General Assembly or a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; . . .

CGS §9-333n(g)(2)(D) provides, in relevant part:

. . . The chief executive officer of each prospective state contractor shall: (i) Inform each individual described in subparagraph (F) of subdivision (1) of this subsection with regard to said prospective state contractor concerning the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable and this subparagraph, (ii) certify in a sworn statement that no such individual will make or solicit a contribution in violation of the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable and this subparagraph, and (iii) acknowledge in writing that if any such contribution is make or solicited, the prospective state contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other state contract for one year after the election for which such contribution is made or solicited.

**Instructions**

1. Complete affidavit and return to State Contracting Agency
2. Complete List of Principals (SEEC Form SC 3A) and return to the

State Elections Enforcement Commission  
20 Trinity Street  
Campaign Finance Disclosure Unit  
Third Floor  
Hartford, CT 06106

**SEEC FORM SC 3A** (Rev. 11/06)

**LIST OF PRINCIPALS**

STATE OF CONNECTICUT State Elections Enforcement Commission  
FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS



**LIST OF PRINCIPALS**

(This page may be reproduced if more than one is required)

Contracting Agency	Contractor Name		Bid or Proposal # Contract Award #	Contractor Contact E-Mail Address
<b>Connecticut Resources Recovery Authority</b>			<b>2007E001</b>	
Designation of Principal	First Name	MI	Last Name	Political Action Committees (PACs)
Principal's Spouse/Child	First Name	MI	Last Name	
Designation of Principal	First Name	MI	Last Name	Political Action Committees (PACs)
Principal's Spouse/Child	First Name	MI	Last Name	
Designation of Principal	First Name	MI	Last Name	Political Action Committees (PACs)
Principal's Spouse/Child	First Name	MI	Last Name	

Principal Key*	Designation
Owner/Shareholder/LLC member	O
Director	B**
President	P
Chief Executive Officer	CEP
Treasurer	T
Exec./Senior Vice President	V
Employee	E
Spouse	S
Dependent Child	C

\* See statutory definition of "Principal" and Instructions on reverse side.

\*\* Applies primarily to a business entity and not to a non-profit entity. Please review FAQs on SEEC website: <http://www.ct.gov/seec>

# SEEC FORM SC 3A (Rev. 11/06)

## LIST OF PRINCIPALS

### STATE OF CONNECTICUT State Elections Enforcement Commission FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS

#### Instructions

##### General Instructions:

1. Enter the name of the Contracting Agency, the name of the Contractor, Bid, Proposal or Contract Award Numbers, as applicable, and the e-mail address of the person responsible for completion of the list of principals.
2. Enter the name (First Name, Middle Initial, Last Name) of each "principal" other than a child or spouse and indicate from the Designation Key the relationship of that principal to your organization.
3. Immediately below the name of any principal, indicate the information for any spouse or child (if any) associated with that principal.
4. Enter the name of any Political Action Committee which is established by or on behalf of any "principal", including the entity that is the state contractor or prospective state contractor.
5. **Note: SEEC Form SC 3A, List of Principals, must be submitted to State Elections Enforcement Commission, 20 Trinity St., Campaign Finance Disclosure Unit, Third Floor, Hartford, CT 06106.** For additional information go to the SEEC website at [www.ct.gov/seec](http://www.ct.gov/seec) and click on State Contractor Ban, and FAQ.

#### Definitions of Applicable Terms

##### Principals of a State Contractor that is a Business Entity

The following are subject to the prohibition on making and soliciting certain campaign contributions:

1. Members of the Board of Directors
2. Individuals owning 5% or more of the business
3. President, Treasurer, Executive and Senior Vice Presidents
4. Employees that have managerial or discretionary responsibilities to negotiate the state contract. See FAQ.
5. Spouses and dependent children of all of the above
6. Any political committee (PAC) registered in Connecticut to make contributions to candidates that has been established by or on behalf of any of the above individuals, or the state contractor or prospective state contractor.

A Business entity includes any corporation, partnership, cooperative, joint venture, trust, or any association of any kind that is engaged in the operation of a business or profit making activity. See Section 9-333a(7), General Statutes.

**Principals of a State Contractor that is not a Business Entity** (Note: This would include a Non Profit Organization or a sole proprietorship or professional service corporation owned by a single individual.)

The following are subject to the prohibition on making and soliciting certain campaign contributions:

1. The chief executive officer
2. Employees that have managerial or discretionary responsibilities to negotiate the state contract. See FAQ.
3. Spouses and dependent children of all of the above
4. Any political committee (PAC) registered in Connecticut to make contributions to candidates that has been established by or on behalf of any of the above individuals, or the state contractor or prospective state contractor.

Category of Principal	Designation
Owner/Shareholder/LLC member	O
Director	B**
President	P
Chief Executive Officer	CEP
Treasurer	T
Exec./Senior Vice President	V
*Employee	E
Spouse of Principal	S
**Dependent Children of Principal	C

\*"Employees that have managerial or discretionary responsibilities" generally refers to higher level personnel who have participate substantially (or would be responsible to do so) in the negotiation of the state contract.

\*\*Dependent Child – Under the Internal Revenue Service (IRS) Code, a qualifying child fro whom a dependency exemption has been claimed by a principal on the last federal income tax form filed with the IRS

**REQUEST FOR BIDS  
FOR  
SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING  
SECTION 9  
BACKGROUND QUESTIONNAIRE**



**BIDDER'S/PROPOSER'S BACKGROUND  
QUESTIONNAIRE**

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

	Yes	No
<p>1. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been the subject of a <b>criminal</b> investigation?</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been the subject of a <b>civil</b> investigation?</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder/Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a <b>criminal</b> investigation?</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder/Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a <b>civil</b> investigation?</p> <p><i>If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
5. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority? <i>If you answered "Yes" to Question 5, on a separate sheet of paper please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: \_\_\_\_\_  
 Name (print/type): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 State Of: \_\_\_\_\_  
 County Of: \_\_\_\_\_

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

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

**REQUEST FOR BIDS  
FOR  
SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING  
SECTION 10  
NOTICE OF AWARD**



# NOTICE OF AWARD

**TO:**

**PROJECT(S):** Bridgeport

**CONTRACT NUMBER:** \_\_\_\_\_

**CONTRACT FOR:** Shelton Landfill Gas Flare Air Emissions Testing

The Connecticut Resources Recovery Authority (“CRRA”) has considered the Bid submitted by you dated [DATE OF BID] in response to CRRA’s Notice To Firms – Request For Bids for the above-referenced Services, which Services are more particularly described in the Shelton Landfill Gas Flare Air Emissions Testing Agreement (the “Services”).

You are hereby notified that your Bid has been accepted for performing the Services from time to time as the same may be requested by CRRA.

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 (see Section 6.2 of the Agreement); 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 Bid as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_

Title:  
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  
SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING**

**SECTION 11**

**SHELTON LANDFILL GAS FLARE AIR  
EMISSIONS TESTING AGREEMENT**

# SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING AGREEMENT

This **SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING AGREEMENT** (the “Agreement”) is made and entered into as of this [DAY] day of [MONTH], 2007 (the “Effective Date”) by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 (“CRRA”) and [NAME OF FIRM], a [TYPE OF ENTITY], having a principal place of business at [ADDRESS OF FIRM] (“Contractor”).

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**PRELIMINARY STATEMENT**

**WHEREAS**, CRRA owns a certain parcel of real property located at 866 River Road (Route 110) in Shelton Connecticut (the “Property”), upon which property CRRA formerly operated and now provides post-closure monitoring and maintenance for a municipal solid waste landfill known as the Shelton Landfill (the “Facility”); and

**WHEREAS**, CRRA now desires to enter into this Agreement in order to have Contractor render certain air emissions testing services at the Facility in accordance this Agreement;

**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.

## 1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

### 1.1 Definitions

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

- (a) **“Addenda”** means written or graphic documents issued prior to the bid due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), Notice To Firms - Invitation To Bid, Instructions To Bidders, Addenda, Contractor’s bid (including all documentation accompanying such bid, all other documentation submitted in connection with such bid, and all post-bid documentation submitted prior to the Notice Of Award), Notice Of Award, any written amendments to any of the Contract Documents and any change order issued pursuant to Section 2.7 and/or Section 7.7 hereof.
- (c) **“Effective Date”** means the date set forth above in this Agreement.
- (d) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (e) **“Notice Of Award”** means written notification from CRRA to the apparent successful bidder which states that CRRA has accepted such bidder’s bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (f) **“Site”** means those areas of the Property upon which the Services are to be performed, furnished and completed by Contractor in accordance with the Contract Documents.

### 1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

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

## **2. SCOPE OF SERVICES**

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

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

### **2.2 Performance And Completion Of Services**

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

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

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

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

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

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

### **2.4 Access**

CRRA hereby grants to Contractor, only at times arranged in advance with an Authorized Representative of CRRA, access to only those areas of the Property necessary for Contractor to perform the Services hereunder, provided that:

- (a) Contractor shall not interfere with any other operations or activities being conducted at such Facility or on such Property by either CRRA or any other person or entity;
- (b) Contractor directly coordinates with an Authorized Representative of CRRA on such access; 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.

### **2.5 Direction of Services**

CRRA and/or its Authorized Representative may, where necessary or desired, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Services hereunder. CRRA reserves the right to determine whether Contractor will, upon completion of any phase of the Services, proceed to any or all remaining phases of the Services. If CRRA determines that Contractor shall not proceed with the remaining Services, CRRA shall terminate this Agreement in accordance with Section 4.3 hereof.



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

Contractor's performance of the Services hereunder, as well as Contractor's work products resulting from such performance, are subject to inspection by CRRA. Inspections may be conducted at any time by CRRA. In the event of an inspection, Contractor shall provide to CRRA any documents or other materials that may be necessary in order for CRRA to conduct the inspection. If after any such inspection CRRA is unsatisfied with Contractor's performance of the Services hereunder or any of the work products resulting therefrom, Contractor shall, at the direction of CRRA, 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 item in the Project Schedule for the remaining Services. For purpose of this Section 2.6, CRRA shall mean CRRA and/or its Authorized Representative.

## **2.7 Change In Scope Of Services**

In the event that CRRA determines during the term of this Agreement that any revisions, modifications or changes are necessary to the Scope Of Services as set forth in Section 2.1 hereof, then pursuant to CRRA's request, Contractor shall promptly commence and perform the services required for such revisions, modifications or changes, which services shall be performed in accordance with the Standards unless otherwise specifically agreed to in writing by CRRA and Contractor. If any adjustment(s) to the Not-To-Exceed Contract Price and/or the Project Schedule is required as a result of such revisions, modifications or changes, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s) provided that the Payment Rate Schedule approved by CRRA for the project shall be used to determine the appropriate increase or decrease in the quantity or cost of the materials or services necessitated by such revisions, modifications or changes. Contractor shall promptly commence and perform any services required by such revisions, modifications or changes even if CRRA and Contractor cannot agree on the amount of such adjustment(s).

## **2.8 Site And Subsurface Conditions**

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

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

## **2.9 Methane Gases**

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

## **2.10 Proprietary Information**

Contractor shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for its own purposes or for the benefit of any person, firm, corporation or other entity without the prior written consent of CRRA. Any report or other work product prepared by Contractor while performing Services under this Agreement 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. Any material designated by CRRA in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of CRRA. However, Contractor acknowledges that CRRA is subject to the Connecticut Freedom of Information Act and CRRA must disclose certain documents in accordance with said statutes.

## **2.11 Restrictions On Parties**

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

## **2.12 Subcontractors**

Contractor shall consult with CRRA before hiring any subcontractors to perform any Services 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.

### **2.13 Status Of Contractor**

CRRA and Contractor acknowledge and agree that Contractor is acting as an independent Contractor in performing any Services for CRRA hereunder and that Contractor shall perform such Services 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.

### **2.14 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.

## **3. COMPENSATION AND PAYMENT**

### **3.1 Compensation Schedule**

Contractor shall be paid by CRRA for the services rendered and expenses incurred under this Agreement on the basis set forth on **Exhibit B** attached hereto and made a part hereof. Contractor shall be reimbursed for costs and expenses actually incurred in providing the Services at the rates specified in the "Payment Rate Schedule" in **Exhibit B**. In no case shall the Contractor be paid more Services than the amount set forth in **Exhibit B** as the "Not-To-Exceed Contract Price."

Contractor will not be paid for costs or expenses Services that exceed the Not-To-Exceed Contract Price of **Exhibit B**. CRRA does not guarantee that the Not-To-Exceed Contract Price of **Exhibit B** or any amount of monies will be paid to Contractor during the term of this Agreement.

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

Out-of-pocket expenses shall be reimbursed at cost provided they are consistent with CRRA's Travel and Expense Reporting document attached hereto and made a part hereof as **Exhibit C**, except that Contractor will be deemed to have met CRRA's "Receipt" requirements of such document if Contractor provides to CRRA with each billing the following:

- (a) Receipts for all items greater than or equal to \$25; and
- (b) Copies of Contractor's expense forms itemizing expenses incurred in providing Services to CRRA.

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

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

### **3.2 Bill Format**

Contractor shall render a bill to CRRA each month for all of the Services performed and all of the costs and expenses incurred in the immediately preceding month pursuant to this Agreement. Each monthly bill shall contain at least the following information:

- (a) Names of all persons performing Services for which payment is sought;
- (b) A description of the Services performed by each person by task;
- (c) The time spent by each person;
- (d) The hourly rate for each person;
- (e) The total amount charged for each person;
- (f) Separate listing of all expenses incurred including copies of receipts or subcontractor invoices;
- (g) The project name and number to be charged; and
- (h) The contract number for this Agreement (to be provided by CRRA).

Contractor shall not carry forward balances. If a previous bill is unpaid, Contractor shall resubmit that periodic bill for payment. Group or block billing is not acceptable and bills with such billing will be returned unpaid to the firm for clarification and itemization.

The format for all monthly bills is attached hereto as **Exhibit D** and made a part hereof.

### **3.3 Payment Procedure**

If CRRA determines, in its sole discretion, that

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

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

If, however,

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

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

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

### **3.4 Accounting Obligations**

Contractor shall maintain books and accounts of the costs incurred by Contractor in performing the Services pursuant to this Agreement by contract number and in accordance

with generally accepted accounting principles and practices. CRRA, during normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.

### **3.5 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 Services to be performed hereunder by Contractor, or any of Contractor's employees or sub-Contractors. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.5 and Contractor hereby agrees to indemnify CRRA and hold CRRA harmless against any and all such taxes, insurance or payments, or similar costs which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent Contractor.

### **3.6 Sales And Use Tax Exemption**

Contractor agrees that, pursuant to *Connecticut General Statutes* Section 22a-270 (as the same may be amended or superseded from time to time) CRRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to *Connecticut General Statutes* Section 12-412(92) (as the same may be amended or superceded from time to time), "[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [CRRA] . . . whether such purchases are made directly by [CRRA] or are reimbursed by [CRRA] to the lessee or operator of such project" is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Contractor's performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any RFB or other submittal or proposal to CRRA in connection with this Agreement.

## **4. TERM OF AGREEMENT**

### **4.1 Term**

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated in accordance with the terms hereof, on December 31, 2007.

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

#### **4.2 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 Services hereunder. Accordingly, upon Contractor's receipt of the request from the Authorized Representative to perform the Services, Contractor shall immediately commence performance of the Services requested and continue to perform the same during the term of this Agreement.

#### **4.3 Termination**

This Agreement may be terminated by either CRRA or Contractor upon at least thirty (30) days advance written notice, except that Contractor shall have no right to terminate until all Services have been completed to the satisfaction of CRRA.

Upon receipt of such written notice from CRRA, Contractor shall immediately cease services on any and all CRRA matters, unless otherwise directed in writing by the Authorized Representative.

Upon termination of this Agreement pursuant to this Section 4.3,

- (a) CRRA shall pay Contractor for all Services performed by Contractor prior to the termination date, provided:
  - (1) CRRA has determined that such Services have been performed by Contractor in conformance with the Standards;
  - (2) Payment for such Services has not been previously made or is not disputed by CRRA;
  - (3) Contractor is not in default hereunder; and,
  - (4) Contractor has performed all its obligations under this Section 4.3 to CRRA's satisfaction, and
- (b) CRRA shall have no further liability hereunder.

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

Contractor shall transmit to CRRA originals or copies of any and all material prepared, developed or obtained under this Agreement in Contractor's possession within thirty (30) days of receipt of the written notice of termination unless otherwise directed by the Authorized Representative. Contractor shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by CRRA and shall make them available for inspection and audit by CRRA. Contractor's obligations under this Section 8 shall survive the termination or expiration of this Agreement.

#### **4.4 Restoration**

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

#### **4.5 Audit**

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

### **5. INDEMNIFICATION**

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

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



## 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 Dollars (\$2,000,000.00) each occurrence covering liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract);
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than One Million Dollars (\$1,000,000.00) each accident;
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of One Million Dollars (\$1,000,000.00) each accident for bodily injury by accident or One Million Dollars (\$1,000,000.00) for each employee for bodily injury by disease;
- (d) Professional Liability insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00); and
- (e) Contractors' Pollution Liability insurance of not less than Five Hundred Thousand Dollars (\$500,000.00).

### 6.2 Certificates

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

### 6.3 Specific Requirements

All policies for each insurance required hereunder shall:

- (a) Name CRRA as an additional insured (this requirement shall not apply to

worker's compensation insurance, employers' liability insurance or professional liability insurance);

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

#### **6.4 Issuing Companies**

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

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

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

#### **6.6 Umbrella Insurance Liability Coverage**

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

#### **6.7 No Limitation On Liability**

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

#### **6.8 Other Conditions**

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

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

- (c) The payment of losses.

## 7. MISCELLANEOUS

### 7.1 Non-Discrimination

Contractor agrees to the following:

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

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

## 7.2 Campaign Contribution Restrictions

This Section 7.2 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 7.2, 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 7.2 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 7.2 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 7.2, 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 7.2, 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.
  - (f) The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer, then the officer who duly possesses and exercise comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that:
    - (1) Such officer has informed each individual described in subsection (a)(6) of this Section 7.2 with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (b) or (c) of this Section 7.2, whichever is applicable, and this subsection (f),
    - (2) No such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this Section 7.2, whichever is applicable, and this subsection (f), and
    - (3) If any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited.

Such officer shall submit the affidavit to the contracting State Agency or Quasi-Public Agency prior to, in the case of a request for proposals, executing a negotiated contract or prior to, in the case of an invitation to bid, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services (“DAS”), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission (“SEEC”) prescribes.

- (g) The person executing the affidavit referenced in subsection (f) shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the SEEC shall have prescribed for this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-Public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the Contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-Public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.
- (h) Notwithstanding any other provision in the Contract, invitation to bid, request for proposals and prequalification application:
  - (1) The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fails to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasi-Public Agency and the Contractor of the failure in writing. The State Agency or Quasi-Public Agency shall then review all relevant information and determine whether such failure constitutes a breach of this Contract. If the State Agency or Quasi-Public Agency determines that a breach of this Contract has occurred, then the State Agency or Quasi-Public Agency shall deliver a notice of breach to the Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-Public Agency may extend the right to cure period if, and continuing so long as, the State Agency or Quasi-Public Agency is satisfied that the Contractor is making a good faith effort to cure the breach, but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the Contractor’s obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor’s obligation to submit and deliver the form timely.

- (2) If the State Agency or Quasi-Public Agency determines that the Contractor has breached the Contract by failing to comply with the requirements of this Section 7.2 provision, then the State Agency or Quasi-Public Agency may, after expiration of the right to cure period, direct all appropriate State entities using the Contract to withhold any payment, in whole or in part, that may be due and owing to the Contractor under this Contract until such time as the Contractor submits and delivers an appropriately completed for to the SEEC.
- (3) If the Contractor fails to submit and deliver the Principals list form timely three times in any 12-month period, then the SEEC may recommend to the State Agency or Quasi-Public Agency that it take these failures into account for purposed of evaluating the Contractor's responsibility in future procurements. The SEEC may recommend that the State Agency or Quasi-Public Agency make a determination that the Contractor is not responsible.
- (4) The Contractor's failure to submit and deliver the Principals list form timely for the third time in any 12-month period shall, upon the SEEC's recommendation, entitle the State Agency or Quasi-Public Agency to Cancel the Contract. Accordingly, the third notice of breach to the Contractor from the State Agency or Quasi-Public Agency in any 12-month period may include an effective Contract Cancellation date, in which case no further action shall be required of any party to effect the Cancellation of the Contract as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the State Agency or Quasi-Public Agency may Cancel the Contract by giving the Contractor no less than twenty four (24) hours' prior written notice.
- (5) Noting the absence of the SEEC's signature on the Contract, the State Agency or Quasi-Public Agency represents that the SEEC has previously agreed in writing to assume the rights and responsibilities attaching to the SEEC and set forth in this Section 7.2. The State Agency or Quasi-Public Agency shall provide a copy of that document to the Contractor upon request.

### **7.3 Entire Agreement**

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

### **7.4 Governing Law**

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



## **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 or such assignment shall be void.

## **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. No waiver of any provision of this Agreement shall affect the right of CRRA or Contractor thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

## **7.7 Mechanic's Liens**

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

## **7.8 Modification**

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this Agreement unless this Agreement is formally amended, modified or supplemented.

**7.9 Notices**

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

(a) If to CRRA:

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

With a copy to:

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

(b) If to Contractor:

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

**7.10 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.

**7.11 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.

**7.12 Whistleblower Protection**

If any officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Contractor shall be liable for a

civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Contractor shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state contractors.

### 7.13 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.

**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**

**SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING  
AGREEMENT**

**SCOPE OF SERVICES**

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **1. OVERVIEW OF THE SHELTON LANDFILL**

The Shelton Landfill is a closed municipal solid waste landfill. It has a landfill gas collection and control system including gas collection wells, header piping, blowers, and an enclosed flare. There are two gas collection subsystems: one for the central wellfield and one for the perimeter. The two subsystems feed a common flare, a John Zink 18.6 MMBtu ZTOF Landfill Gas flare.

The landfill gas collection and control system is permitted to operate by Connecticut Department of Environmental Protection New Source Review Permit to Construct and Operate No. 163/0119-0091. Part IV(D) of this permit requires a permit compliance demonstration for NOx and CO emission rates be performed every five years. The date of the last flare test was June 21, 2002. Therefore the next test must be conducted prior to June 21, 2007.

#### **2. OVERVIEW OF THE SERVICES**

Under this Scope Of Services, the Contractor is responsible for performing the air emissions performance test of the Shelton Landfill flare prior to June 21, 2007 as required in the above cited NSR Air Permit. The test must be performed in accordance with the Connecticut Department of Environmental Protection's Source Stack Testing General Requirements. The Contractor must be familiar with all applicable section of the RCSA for the abatement of air pollution. Further, the Contractor must understand all of the regulation's provisions with respect to performance testing, calculations, recordkeeping and reporting. The Contractor must have the knowledge and experience to perform testing pursuant to the methods referenced in the RCSA, generate meaningful emissions data and defend that data with accepted quality assurance and quality control methods.

The Contractor and any Subcontractors used by the Contractor, must be in all ways trained, qualified, and certified, as required by the applicable regulations, to perform all activities associated with this testing and analysis. This includes any and all required safety training and obtaining the required training and certifications for the performance of all of the methods of sampling specified in the Connecticut Department of Environmental Protection's Source Stack Testing General Requirements.

The Contractor is responsible for the preparation of certain communications with the Connecticut Department of Environmental Protection (CTDEP) as specified in the Source Stack Testing General Requirements. This includes, but is not limited

to, providing the performance test plan, which includes proper notice of the intent to test the Facility and details of sampling protocols and locations, and the performance test report. These reports shall be provided to CRRA for review and timely submittal to CTDEP.

The Contractor will be provided with electrical hookup, and access to the Facility and a Facility liaison person. The Contractor must provide any other needed tools, devices, equipment (including ladders, scaffolding and platforms, supplementary access, information, transportation, communication, labor, and supervision to perform the field services. The Contractor is required to communicate with the Facility liaison person prior to initiating any test runs to determine the status of Facility operations so that samples will reflect normal Facility operation conditions.

The Contractor is responsible for coordination of any and all parties participating in the project on its behalf.

### **3. PERIOD OF PERFORMANCE**

The Scope of Services described herein is expected to be completed not later than September 1, 2007, weather permitting, with an absolute completion date of December 31, 2007. Site work should take no more than two days and should be accomplished with one mobilization and one demobilization.

It is anticipated that the successful bidder will begin work on the Intent To Test and Test Protocol documents on or about March 1, 2007, per the direction of CRRA. Actual testing will occur in June 2007, with the Final Test Report due to DEP within forty-five days of the completion of testing.

### **4. COMMENCEMENT OF WORK**

On the Effective Date of the Agreement, or as directed by CRRA, the Contractor will commence work on the Intent to Test transmittal to CTDEP, as described in Source Stack Testing General Requirements. Source testing must take place before June 21, 2007.

### **5. WORK TO BE PERFORMED**

The work to be performed under the Scope of Services is summarized by the following Tasks.

#### **5.1 Task 1: Intent-to-Test Package Submittal and Approval**

The Contractor is responsible for all aspects of performance testing, including the preparation and submittal to CTDEP of an acceptable ITT package.

The Contractor will prepare and submit to CRRA for review and comment a draft Test Protocol and a draft Intent-to-Test (ITT) Transmittal at least one week prior to submission to CTDEP. Following CRRA review, Contractor will submit the Test Protocol and ITT Transmittal to CTDEP. In consultation with CRRA, Contractor will respond to any inquiries from CTDEP about the Test Protocol and ITT Transmittal.

The test protocol shall be consistent with pertinent conditions as described in the NSR Permit for measurement of nitrogen oxides and carbon monoxide emissions and in the DEP's Source Stack Testing General Requirements:

The Contractor shall employ test methods that are acceptable to CTDEP and shall coordinate the testing schedule such that it is acceptable to CTDEP.

## **5.2 Task 2: Field Services**

### **SAFETY**

*Safety is the most important consideration in the execution of the field services work. There are hazards involved in the project, particularly in the Field Services portion of the project. Prior to commencement of any work at the Facility, on every day that such work will take place, a safety meeting will be held and documented by the Contractor. The safety meeting will be attended by representatives of the Contractor, the Facility operator's liaison personnel, CTDEP (if present) and CRRA. This meeting will include a review of any safety concerns of any of the parties and a discussion of the work to be done that day. Copies of the documentation of each day's safety meeting will be provided to representatives of each party on the next working day.*

*During the course of all site work, the Contractor's personnel will be subject to observation by the Facility operator's personnel, CRRA personnel and CTDEP personnel (if present). If any of these personnel observe any unsafe acts or conditions or potentially unsafe acts or conditions, work will cease and the Contractor will take the appropriate corrective action. Any unsafe or potentially unsafe acts or conditions caused by the Contractor or its personnel will be corrected at the expense of the Contractor.*

Contractor shall perform all field activities needed to physically take the required samples, or otherwise measure or determine pertinent conditions as described in the NSR Permit for nitrogen oxides and carbon monoxide.

The Contractor is responsible for all aspects of performance testing. The Contractor shall use properly calibrated sampling equipment, which is

acceptable to CTDEP, for such testing and technicians trained in the use of the equipment.

### **5.3 Task 3: Test Report Preparation and Submittal**

Following testing, the Contractor shall prepare and submit a complete draft test report to CRRA for review and comment at least three weeks prior to the submission of the final report to CTDEP. The draft report must include all results of the emissions testing. All calculation methods, dimensional units, and format will be of a type and quality acceptable to CTDEP for compliance demonstrations. Reports shall include Facility data sufficient to indicate that sampling was conducted during a period of normal facility operation. Reports shall include a conclusion of compliance or non-compliance with pertinent conditions of the NSR Air Permit to Construct and Operate No. 163/0119-0091. Results for all test parameters, along with the compliance determination standard shall be clearly presented in a table. Additionally, an Executive Summary section shall be prepared that provides a brief description of the compliance status of the Facility as determined by the testing program. An acceptable test report must be submitted to CTDEP within forty-five (45) days of the completion of emissions testing.



**EXHIBIT B**

To

**SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING  
AGREEMENT**

**NOT-TO-EXCEED CONTRACT PRICE AND  
PAYMENT RATE SCHEDULE**

# **NOT-TO-EXCEED CONTRACT PRICE AND COMPENSATION SCHEDULE**

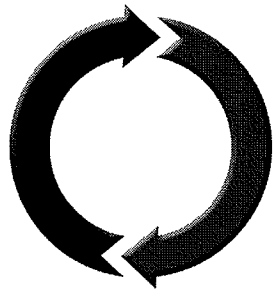
[The Not-To-Exceed Contract Price And Compensation Schedule will be added by CRRA based on the successful Bidder's Not-To-Exceed Bid Price And Payment Rate Schedule Form, as such Form may be modified as a result of negotiations between CRRA and the successful Proposer.]

**EXHIBIT C**

**To**

**SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING  
AGREEMENT**

**CRRA TRAVEL AND EXPENSE POLICY**



CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

# **TRAVEL POLICY AND EXPENSE REPORTING**

**BOARD OF DIRECTORS POLICY AND PROCEDURE  
NUMBER 032**

**APPROVED BY CRRRA BOARD OF DIRECTORS  
SEPTEMBER 29, 2005**

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# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## TRAVEL POLICY AND EXPENSE REPORTING

### 1. GENERAL STATEMENT

This Travel Policy and Expense Reporting guide presents the policies that all CRRA employees (hereafter “employee(s)”) must adhere to in the planning and conducting of their business travel and their reimbursement requests. CRRA requires that all travel expenditures and their accountings meet the Internal Revenue Service requirements of “ordinary, necessary and reasonable” and should be conservative and consistent with the nature of the business assignment. These policies safeguard CRRA and protect the employee from being assessed additional taxable income. All employees are expected to fully comply with the policies and instructions in this guide. Reimbursements for actual and necessary expenses made to Directors of CRRA shall be made consistent with the provisions of this Travel Policy And Expense Reporting guide; however, as stated in the Connecticut General Statutes, Directors shall not be required to obtain pre-approval from the President for any expenses.

### 2. APPROVALS

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all overnight trips out of state, except in an emergency. It is the obligation of the employee to obtain this prior approval and no reimbursement will be made without this approval.

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all employee trips that are for educational seminars, professional conferences, vendor-initiated field trips, and industry organization events.

To obtain written approval, the employee must complete the overnight travel form, and, if a cash advance is requested, complete a cash advance form that estimates the out-of-pocket expenses, and submit the completed form(s) to the appropriate Division Head or President in as far in advance as possible of departure date.

### 3. TRANSPORTATION

Transportation expenses should be kept to a minimum. The most direct and practical route should be selected.

## **3.1 Rental Automobile**

Rental car expenses will be paid by CRRA and whenever possible should be billed directly to CRRA to take advantage of CRRA's tax-exempt status and any other discounts available to CRRA.

### **3.1.1 Insurance**

#### **3.1.1.1 Business Use Of A Rental Automobile**

Employees on business do not need to purchase additional insurance coverage (collision damage waiver or excess liability) from the rental company. The Corporate Insurance Program covers these risks. Please note that all vehicles must be rented in CRRA's name to have CRRA's policy cover the employee.

#### **3.1.1.2 Personal Use Of A Rental Automobile**

Employees are prohibited from using a CRRA rental automobile for personal use. Personal use that is incidental to CRRA business use will be covered by the CRRA insurance policy as long as the vehicle was rented in CRRA's name. Incidental usage is defined as usage of the vehicle that is directly related to business usage (e.g. mileage to get meals on a business trip).

## **3.2 Business Use Of Employee's Car**

### **3.2.1 Reimbursement Rate**

The reimbursement rate for an employee's use of their personal automobile for CRRA business is the IRS approved rate, as adjusted from time to time by the IRS, for employee use of their personal car on business. The above mileage reimbursement allowance for business use of an employee's vehicle is calculated in a manner that takes into account all auto-related expenses, including the cost of carrying insurance (without a deductible). Therefore, CRRA will not reimburse an employee for vehicle damage or personal liability that occurs while a personal automobile is being used on CRRA business if the employee drives their personal vehicle 2,500 miles per year or more. This includes any deductible that may apply. However, if an employee's vehicle is driven on company business 2,500 miles or less annually, and is involved in a motor vehicle accident, CRRA will reimburse the employee through the normal expense reimbursement process for their physical damage deductible up to a maximum of \$500.00 per accident. Evidence of the payment of the deductible by the employee must be provided to CRRA in order to receive reimbursement. (Traveling on business does not include any travel involved in commuting to or from work, lunch time errands or anything other than authorized business use). Before an employee seeks the foregoing reimbursement for the use of his personal automobile, the

employee shall provide CRRA with written evidence of his personal automobile insurance with limits as required by the Connecticut General Statutes. The foregoing written proof shall be kept on file in the CRRA Finance Division.

### **3.2.2 Mileage Calculation**

In all travel away from the CRRA office, the employee will be reimbursed using the shortest distance between points. For travel from Hartford to a CRRA facility, the President shall cause the shortest distance to be determined and the President shall cause such determination to be made available to employees. Unless approved by an employee's Division Head, employees shall use the distances determined by the President in all requests for reimbursement for travel from Hartford to a CRRA facility. An employee may request and the employee's Division Head may approve distances other than those determined by the President in extraordinary circumstances when, for reasons beyond the control of the employee, the route of the shortest distance was not reasonably available for use.

In calculating mileage, the normal commute mileage to and from the employee's home to the employee's assigned place of work must be deducted from the total trip mileage. For example, if the total trip mileage equals 100 miles, and normal commute mileage equals 20 miles, CRRA will reimburse the employee for 80 miles. This is in accordance with Internal Revenue Service and State of Connecticut policy.

### **3.2.3 Tolls/Parking**

No receipts are necessary for tolls or parking unless they exceed five (\$5.00) dollars.

## **3.3 Air Travel**

All air travel requires prior approval from the CRRA President. For approved travel, CRRA will reimburse employees only for coach accommodations. Employees are encouraged to inquire about discount packages and to take advantage of the least costly route whenever possible. When an employee plans a trip, the reservations should be made as far in advance as practical to obtain the lowest rate. All approved air travel for the previous month shall be reported to the CRRA Board of Directors at its next Board Meeting.

## **3.4 Taxis**

Taxi service may be used when no other form of public transportation is available or when the cost of a taxi is close to the cost of public transportation. Employees are encouraged to use courtesy cars, airport limousines, or buses whenever possible. Since some taxi services do not provide receipts, you should have the back of your business card signed, dated, and the amount of the fare indicated by the driver.



### **3.5 CRRA Owned Automobiles**

Please refer to the CRRA Vehicle Usage Policy adopted by the CRRA Board of Directors at its November 21, 2003, Board of Directors Meeting.

#### **4. MEALS**

Permissible expenditures for meals and tips depend on location and circumstances. Only reasonable and customary charges will be allowed and reimbursed by CRRA. An exception may be granted by the President in unusual circumstances. In-state breakfast, lunch, and dinner will not be reimbursed unless they involve a business meeting.

#### **5. LODGING**

Lodging accommodations in reasonable and economically priced single occupancy rooms, including customary tips, are reimbursable if the employee has to stay away from home overnight because of unfinished business or an early morning business meeting.

Employees should request government rates at the time of making reservations.

#### **6. INCIDENTALS**

The incidentals allowance encompasses such things as gratuities and one telephone call a day of reasonable duration to the employee's home. It is anticipated that the cost of such calls generally will appear on the employee's hotel bill.

#### **7. PERSONAL EXPENSES**

Some travel expenses are considered personal and CRRA will not reimburse them. The following, while not all inclusive, lists examples of such personal expenses that are not reimbursable expenses: amusements, athletic events, barbers, books for personal reading, athletic court or gym costs, damage to luggage, fines, hair stylists, magazines, newspapers, movies, and saunas.

#### **8. OTHER BUSINESS EXPENSES**

With prior approval of the President, CRRA will reimburse an employee for the incidental costs necessary to further an important CRRA business purpose. Any foregoing expense must be reported to the Board at the Board's next Board of Directors meeting. Any such expense must be documented by showing the following:

- The name(s) of the person or persons and the location and nature of the expense.
- The business relationship with CRRA.
- The specific business reason for the expense.
- The actual business conducted.

CRRA will not reimburse the cost of home entertaining.

## **9. EXPENSE REPORTING**

All expense reporting must be submitted to CRRA using the CRRA expense reimbursement form(s) within twenty working days after the day the employee returns from his/her trip.

## **10. RECEIPTS**

Employees shall obtain receipts for all travel expenses, exclusive of mileage reimbursement. This includes receipts for all meals, airfare, bus fare, taxi, toll or parking charges in excess of \$5.00 dollars, limousine, hotel, and registration fees. Travel expenses in excess of the stated guidelines herein will be reimbursed only if all receipts accompany expense vouchers. Expenses submitted without a receipt, except for gratuity and certain transfer charges, may not be reimbursed.

Original receipts are required for all entertainment.

## **11. EXCEPTIONS**

Exceptions to these travel and expense guidelines will be authorized only upon the prior authorization of President when the circumstances warrant. Any such exception to these travel and expense guidelines should be documented and the President should notify the CRRA Board of Directors of such exception at the Board's next Board Meeting.

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### **ORIGINAL**

Approved by: Board of Directors  
Effective Date: 05/20/04

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### **REVISION 1**

Prepared by: Jim Bolduc, Chief Financial Officer  
Approved by: Board of Directors  
Effective Date: 09/29/05

**EXHIBIT D**

**To**

**SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING  
AGREEMENT**

**MONTHLY BILL FORMAT**

## MONTHLY BILL FORMAT

Name of Contractor:	
Contract Number:	
Billing Period:	
Project Name:	Shelton Landfill Gas Flare Air Emissions Testing
Purchase Order Number:	

**TASK (Insert Task Number and Name; Use a separate set of tables for each task.)**

Personnel	Title	Work Performed	Hours	Rate	Amount
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
<b>Subtotal Personnel</b>					
<b>Ancillary Services/Equipment</b>			<b>Units</b>	<b>Rate</b>	<b>Amount</b>
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
<b>Subtotal Ancillary Services/Equipment</b>					
<b>Subcontractors</b>			<b>Invoice Amount*</b>	<b>Mark-up</b>	<b>Amount</b>
(Insert name of subcontractor who worked on Task)					
(Insert name of subcontractor who worked on Task)					
(Insert name of subcontractor who worked on Task)					
Subtotal Subcontractors					

<b>Subtotal for Task (Insert Task Number)</b>	
---	--

<b>TOTAL (Insert billing period for which bill is being submitted)</b>	
--	--