



**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

**REQUEST FOR PROPOSALS**

**DESIGN, UPGRADE, RETROFIT, AND  
OPERATION/MAINTENANCE SERVICES  
FOR THE  
STRATFORD INTERMEDIATE PROCESSING CENTER  
(RFP Number 2007OP001)**

**PROPOSALS DUE:  
MARCH 7, 2007**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY  
100 CONSTITUTION PLAZA; 6<sup>th</sup> FLOOR  
HARTFORD, CONNECTICUT 06103**

**JANUARY 31, 2007**

**REQUEST FOR PROPOSALS**  
**For**  
**DESIGN, UPGRADE, RETROFIT, AND**  
**OPERATION/MAINTENANCE SERVICES**  
**FOR THE**  
**STRATFORD INTERMEDIATE PROCESSING CENTER**

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

January 31, 2007

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**REQUEST FOR PROPOSALS  
FOR  
DESIGN, UPGRADE, RETROFIT, AND  
OPERATION/MAINTENANCE SERVICES FOR THE  
STRATFORD INTERMEDIATE PROCESSING CENTER**

**SECTION 1**

**NOTICE TO FIRMS – REQUEST FOR  
PROPOSALS**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO FIRMS – REQUEST FOR PROPOSALS

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, among other facilities, the Stratford Intermediate Processing Center (“Stratford IPC” or “IPC”) located at 1410 Honeyspot Road Extension, Stratford, Connecticut. The Stratford IPC is owned by CRRA and is currently operated by FCR, Inc. The IPC provides recycling services to approximately 19 municipalities. The IPC processes newspaper, corrugated cardboard, mixed paper and commingled glass, metal and plastic containers, totaling 59,600 tons in FY 06.

CRRA is seeking proposals from qualified recycling vendors for design, upgrade, retrofit and operation/maintenance services for the IPC from July 1, 2008 through June 30, 2018. The services to be provided include, but are not limited to, the following:

- Replace and upgrade the paper and container processing systems, utilizing state-of-the-art single-stream and/or dual-stream technology;
- Upgrade and modify the existing building at the Stratford IPC;
- Enhance the revenue CRRA receives from the recycling operations; and
- Explore/enhance the recycling process to increase participation and to better achieve the recycling goals of the State of Connecticut.

The successful proposer will be required to undertake the following tasks:

- (1) Develop engineering plans and technical specifications to replace and upgrade processing systems and to upgrade and modify the existing building at the Stratford IPC;
- (2) Construct the modifications, replacements and upgrades proposed for the Stratford IPC;
- (3) Operate and maintain the newly modified and upgraded IPC; and
- (4) Divert and provide processing capacity for all recyclables that would be delivered to the IPC while it is unavailable for processing operations during construction activities.

Proposers must propose on all four of the above tasks.

CRRA intends to receive, from the successful proposer, a guaranteed, fixed, monthly base price. If the market prices received by the successful proposer for specified commodities exceed an agreed upon base amount, CRRA and the successful proposer will share equally the excess revenues.

The Request for Proposals may be obtained during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning January 31, 2007. Proposal package documents are also available beginning on the same date on the internet at <http://www.crra.org> under the "Business Opportunities" page.

Proposers are required to provide in their proposals plans for both single-stream and dual-stream recycling processing systems. A decision on which type of processing system that will be used at the Stratford IPC will be made prior to the effective date of any agreement that might result from this RFP.

There will be a **mandatory pre-proposal conference and tour of the Stratford IPC on February 7, 2007**, beginning at 9:00 a.m. at 1410 Honeyspot Road Extension, Stratford, Connecticut. Prospective proposers interested in attending the mandatory pre-proposal conference and tour should contact Tom Gaffey, Enforcement/Recycling Director, at least 24 hours prior to the pre-proposal conference and tour. Mr. Gaffey may be contacted by telephone at (860) 757-7735 or by e-mail at [tgaffey@crra.org](mailto:tgaffey@crra.org).

Sealed proposals 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, March 7, 2007**. Proposals received after the proposal due date and time shall be rejected.

Proposals will be opened privately on or after the proposal due date. CRRA reserves the right to waive any informality or informalities in any proposals and to reject any or all of the proposals, or any part(s) thereof. Note that all information submitted by proposers is subject to the Freedom of Information Act. All proposals shall remain open for 120 days after the proposal due date. A proposal guarantee in the amount of \$50,000 must be submitted with proposals. At the option of the Proposer, the proposal guarantee may be:

- (1) A bank draft, cashier's check or certified check payable to CRRA;
- (2) A bond secured by a guarantee or a surety company listed in the latest issue of U.S. Treasury Circular 570 and within the maximum amount specified in said circular; or
- (3) An irrevocable, stand by letter of credit from a bank that is acceptable to CRRA.

Any proposal guarantee must be valid for a period of at least one hundred and twenty (120) days immediately following the proposal submission date (March 7, 2007). The proposal guarantees shall be returned after the execution of an Agreement by the selected Proposer(s) and CRRA, but not later than one hundred and twenty (120) days after the proposal submission date.

All questions regarding the terms of the proposal documents must be submitted to Tom Gaffey, Enforcement/Recycling Director, by e-mail ([tgaffey@crra.org](mailto:tgaffey@crra.org)), by fax ((860) 757-7742) or in

writing (100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., February 16, 2007. Any party considering submitting a proposal is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member.

**REQUEST FOR PROPOSALS  
FOR  
DESIGN, UPGRADE, RETROFIT, AND  
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**SECTION 2  
INSTRUCTIONS TO PROPOSERS**



**INSTRUCTIONS TO PROPOSERS**

**DESIGN, UPGRADE, RETROFIT, AND  
OPERATION/MAINTENANCE SERVICES  
FOR THE  
STRATFORD INTERMEDIATE PROCESSING CENTER**

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## 1. INTRODUCTION

The Connecticut Resources Recovery Authority (“CRRA”) is issuing this Request for Proposals (“RFP”) to obtain from qualified recycling vendors (“Proposers”) proposals for design, upgrade, retrofit and operation/maintenance services for the Stratford Intermediate Processing Center (“Stratford IPC”) from July 1, 2008 through June 30, 2018. The successful Proposer shall, at its sole cost and expense, furnish all equipment, labor and materials necessary to perform the Services described (See Section 3) in this Instructions To Proposers and must execute the non-negotiable Service Agreement (See Section 14 of the RFP) with CRRA. Proposal and performance securities are required.

### 1.1 Background

#### 1.1.1 Connecticut Resources Recovery Authority

CRRA was created by an act of the Connecticut General Assembly in 1973 to provide solid waste management services to municipalities and businesses. CRRA is a public instrumentality and political subdivision of the State of Connecticut. CRRA is authorized to issue and sell its bonds and notes to provide solid waste management services and to enter into contractual arrangements with the private sector where such arrangements will best accomplish CRRA’s purposes.

Currently, CRRA provides waste management and recycling services to more than two-thirds of Connecticut’s cities and towns. CRRA’s statewide system consists of four distinct waste management projects. One of those projects is the Bridgeport Project.

#### 1.1.2 Bridgeport Project

CRRA’s Bridgeport Project provides waste management services to 19 cities and towns. In addition to a resource recovery facility and eight transfer stations, the Bridgeport Project includes the Stratford Intermediate Processing Center. Under permits issued to CRRA, the transfer stations accept and transfer municipal solid waste (“MSW”). In addition, many of the towns in which the transfer stations are located accept recyclables at the transfer station properties.

Municipalities that participate in the Bridgeport Project have entered into Municipal Service Agreements with CRRA. The Municipal Service Agreements are generally only for residential MSW. The majority of CRRA’s Municipal Service Agreements with Bridgeport Project member municipalities are scheduled to expire in December 2008.

### 1.1.3 Southwest Connecticut Regional Recycling Operating Committee

The following 19 Connecticut municipalities are signatories to an Inter-Community Agreement for the purpose of providing regional solid waste recycling services (**Available For Inspection**):

Bridgeport	Greenwich	Orange	Weston
Darien	Milford	Shelton	Westport
East Haven	Monroe	Stamford	Wilton
Easton	New Canaan	Stratford	Woodbridge
Fairfield	Norwalk	Trumbull	

Through the Inter-Community Agreement, these contracting municipalities established the Southwest Connecticut Regional Recycling Operating Committee (“SWEROC”). Pursuant to Connecticut state statutes, SWEROC constitutes a public instrumentality and political subdivision of the State of Connecticut created for the performance of an essential public and governmental function. As part of their obligations under the Inter-Community Agreement, the contracting municipalities agreed to be bound by, and obligated to, the decision and actions of SWEROC pursuant to the powers and authority granted to SWEROC in the Inter-Community Agreement.

The Inter-Community Agreement obligates the contracting municipalities to bring all residential acceptable recyclables generated within the legal boundaries of said municipalities to the IPC, and exert every reasonable effort to direct commercial recyclables to the extent that the commercial sector does not have a private arrangement and contract for recycling. Acceptable recyclables include commingled containers (clear, green and amber glass, steel/bi-metal cans, aluminum cans, aluminum foil, aseptic packaging (milk and juice cartons and juice boxes), PET plastic #1, and HDPE Plastic #2) old newspaper, old corrugated cardboard, junk mail, magazines, mixed paper and. Acceptable recyclables are delivered either directly to the IPC or indirectly, through the eight Bridgeport Project transfer stations.

CRRA and SWEROC originally entered into an Agreement in 1990 that sets forth the responsibilities and duties of each party in connection with the Southwest Connecticut Regional Solid Waste Recycling Program, including the development, financing, construction and operation of the IPC. The Agreement has been amended from time to time and explicitly confers administrative and contract enforcement responsibilities to CRRA on behalf of SWEROC (**Available For Inspection**). CRRA and SWEROC entered into an Operating Agreement (**Available For Inspection**) and Lease Agreement with the current vendor (**Available For Inspection**).

#### 1.1.4 Stratford Intermediate Processing Center

CRRA developed the Stratford Intermediate Processing Center (“IPC”) in 1992 and began operations in 1993. CRRA operates the current IPC pursuant to permits issued to CRRA by the Connecticut Department of Environmental Protection (“CTDEP”). The current IPC is located at 1410 Honeyspot Road Extension in Stratford, Connecticut, and currently consists of 46,000 square feet of processing area, including equipment to accept, process and prepare for market paper fiber (old newspaper (“ONP”), old corrugated cardboard (“OCC”) and mixed paper) and commingled containers (glass, metal and plastic food and beverage containers). The IPC also includes approximately 14,000 square feet for CRRA’s Children’s Garbage Museum and CRRA Project offices. There is also a separate scale house of 375 square feet.

Site plans and drawings of the IPC are on the attached compact disc (CD) (See Attachment A).

The IPC currently serves the 19 municipalities that are signatories to the Inter-Community Agreement (see Section 1.1.3 above). These 19 municipalities have a 2005 population of approximately 822,500.

In addition to residential recyclables from the 19 municipalities, the current Stratford IPC Operator is authorized to process recyclables it obtains on the spot market.

Recyclables from additional municipalities may be available to the Stratford IPC in the future.

Currently, activities at the IPC must conform to a Permit to Construct (SW-1380212) and a Permit to Operate (1380237-PO/R) issued to CRRA by CTDEP. Copies of the permits are included in Attachment B. Both permits will have to be modified in conjunction with the changes anticipated by this RFP.

The IPC is currently permitted to process up to 250 tons per day (equivalent to approximately 65,000 tons per year) of commingled containers and paper. On January 4, 2007, CRRA filed with CTDEP an application for a permit modification which would increase the permitted receiving and processing capacity to 500 tons per day (134 tons commingled containers and 366 tons of paper fibers). This is equivalent to approximately 156,000 tons per year. **CRRA will consider proposals to expand the amount, types and sources of recyclables that may be processed.**

Table 1 of this RFP summarizes the shipments of recyclables into and products out of the IPC for the last three fiscal years.

**TABLE 1**  
**Material Shipped To and Products Shipped From the Stratford IPC**

Material/Product		FY 04 (Tons)	FY 05 (Tons)	FY 06 (Tons)
<b>IN</b>	Commingled Containers	22,225	21,152	20,616
	Old Corrugated Cardboard	2,715	2,962	3,000
	Mixed Paper	2,786	3,016	2,931
	Residential Fiber	29,342	28,127	27,514
	Commingled Containers - Spot	823	921	834
	Fiber - Spot	1,230	1,195	882
	Undesignated - Spot	4,368	4,083	3,827
	<b>TOTAL IN</b>	<b>63,489</b>	<b>61,456</b>	<b>59,604</b>
<b>OUT*</b>	Ferrous	2,525	2,466	2,236
	Aluminum	262	249	294
	Aluminum Foil	25	27	14
	Plastic-Pet	1,764	1,788	1,993
	Plastic-HDPE Natural	677	665	650
	Plastic- HDPE Pigmented	1,296	1,217	1,173
	Glass- Flint or Clear	2,322	2,446	1,994
	Glass- Amber or Brown	504	508	441
	Glass- Green	2,783	2,795	2,769
	Glass- Mixed	7,131	7,133	7,213
	ONP #8	31,823	32,801	31,461
	OCC\ Kraft	4,187	4,479	4,611
	Residue	1,696	1,655	1,576
	<b>TOTAL OUT</b>	<b>56,995</b>	<b>58,229</b>	<b>56,425</b>

\* OUT figures do not include products derived from Spot waste deliveries.

\* Residential Fiber includes ONP. Mixed Paper & OCC.

Currently the Stratford IPC is permitted to store up to 500 tons of recyclable materials on the tipping floor and approximately 5,700 cubic yards (1,950 tons) of product at other locations inside the processing building. While CRRA is not proposing to change these amounts in the currently pending permit modification application, it is, at CTDEP's request, specifying the amounts and indicating where products may be stored inside the processing building.

The IPC is permitted to receive and process recyclables from 7:00 a.m. to 5:00 p.m. Monday through Friday. Under the pending permit modification application,

CRRA has requested that the IPC be permitted to receive recyclables from 6:00 a.m. to 6:00 p.m., Monday through Saturday and to process recyclables from 6:00 a.m. to 11:00 p.m., Monday through Saturday. CRRA does not necessarily expect that the IPC will receive or process recyclables for the entire amount of time requested, but considers it prudent to have the flexibility that would be provided by such time periods. Currently, the IPC receives recyclables from 7:00 a.m. to 5:00 p.m., Monday through Friday, and processes recyclables from 7:00 a.m. to 5:00 p.m., Monday through Friday.

In order to provide more operational flexibility, CRRA is willing to consider proposals to increase the amount of time the IPC is permitted to receive recyclables and/or the amount of time processing is permitted. CRRA reserves the right to request on its own initiative that CTDEP increase the permitted amount of time for receipt of recyclables and/or processing of recyclables.

There is a rail spur located on the IPC, but its use is subject to negotiation with other parties that utilize it. The rail spur is not currently utilized for outbound materials.

#### 1.1.5 IPC Scale

CRRA owns the scale house at the IPC and the current vendor operates it. There are two 70-foot platform truck scales associated with the scale house. All vehicles entering and leaving the IPC are weighed at these scales. CRRA will assume the operation of the scales with CRRA personnel under the new operating agreement that results from this RFP. The successful Proposer will be responsible for reconciling market weights with CRRA scale house weights on a monthly basis.

### 1.2 Purpose of the RFP

CRRA has four basic purposes in issuing this RFP that are as follows:

- (a) Replace and upgrade the processing system utilizing state-of-the-art single-stream and/or dual-stream technology;
- (b) Upgrade and modify the existing building at the Stratford IPC;
- (c) Enhance the revenue CRRA/SWEROOC receives from the recycling operations; and
- (d) Explore/enhance the recycling process to increase participation and to better achieve CTDEP's recycling goals as stated in the State Solid Waste Management Plan amended December, 2006.

CRRA wishes to emphasize that it does not have any preconceived ideas about what processing methods are best for the recyclables or what modifications should be made to CRRA's existing facility. Proposers are requested to propose to upgrade and modify the IPC in both the single-stream and dual-stream methods for comparative purposes. CRRA



expects Proposers to draw on their expertise in this area to propose methods and modifications that will best meet the purposes and needs of CRRA. In addition, CRRA encourages Proposers to identify any provisions in any of the documents included in this RFP which, if deleted or modified, would result in a substantial increase in the revenues Proposer would provide to CRRA as specified in Proposer's proposal. (See Section 4.15 of this Instructions To Proposers.)

CRRA anticipates that proposals to meet its purposes will involve modifications to the existing permits for the facility. CRRA will be responsible for obtaining any necessary approvals from CTDEP with the successful Proposer's assistance. The successful Proposer must cooperate with CRRA in obtaining the approvals and provide to CRRA documentation and necessary plans and engineering drawings sufficient to secure and maintain the approvals.

Construction required to modify the IPC, to upgrade and modify the processing systems, cannot commence until CTDEP approval has been obtained.

The successful Proposer will be responsible for obtaining local permits and approvals that may be necessary related to the upgrade and retrofit of the IPC with CRRA's assistance.

Each of CRRA's purposes is discussed in detail below.

#### 1.2.1 Replace and Upgrade the Processing System/Equipment

Most of the processing equipment and rolling stock used for processing at the IPC is more than 10 years old.

It is CRRA's intent to maximize the overall efficiency of the processing system and maximize the economic benefit to CRRA from processing and commodity sales. Subsequent to the opening of the Stratford IPC, considerable interest has been generated by the single-stream concept, as opposed to the more traditional dual-stream concept. CRRA is particularly interested in exploring the merits of these two systems as they relate to the stream of recyclables coming to the Stratford IPC. In addition, with regard to commingled containers, CRRA is interested in reducing the quantity of mixed glass aggregate and in expanding the types and sources of commingled containers (e.g., commercially-generated commingled containers). With regard to fiber materials, CRRA is interested in expanding the materials that are accepted for processing. CRRA is interested in such proposals where it can be shown that the costs of processing such materials can be offset by market revenues.

#### 1.2.2 Upgrade and Modify the IPC Building

Replacing and upgrading the processing systems and equipment may require upgrades and modifications of the Stratford IPC building to accommodate the processing systems and/or to operate them in a safe and efficient manner. CRRA will consider other upgrades/modifications to the building where it can be shown that the costs of such upgrades/modifications can be justified.

### 1.2.3 Enhance Revenue from Recycling Operations

With the replacement and upgrading of the processing system, CRRA considers this an opportune time to simplify and enhance its revenues from recycling operations. Specifically, CRRA expects to receive from the operator of the IPC a guaranteed, fixed, monthly, base price (“Contractor’s Monthly Payment”). In addition, if the prices received by the operator for specified commodities exceed an agreed upon base amount, CRRA and the operator will share the increased revenues on an equal basis.

### 1.2.4 Increase Participation in the Recycling Process

CTDEP has adopted a revised Solid Waste Management Plan for Connecticut that includes aggressive recycling goals for the state. CTDEP is calling for the recycling of 58% of the MSW waste stream. CRRA intends to use this RFP process to explore ways to enhance participation in the recycling process to come closer to achieving CTDEP’s goals for the municipalities that use the Stratford IPC. While the enhancement of revenues is important to CRRA and SWEROC, increasing participation in recycling and increasing the quantities diverted to recycling are of equal importance. To that end, CRRA is requesting Proposer to submit any and all proposals that should increase participation and possible funding solutions (See section 4.15 of this Instructions To Proposers)

## 1.3 Transition Operations

CRRA and current vendor shall cooperate to ensure a smooth transition of operation to any succeeding vendor pursuant to the provision of the current operating and lease agreements.

## 2. SERVICE AGREEMENT

The successful Proposer will be required to execute a non-negotiable written agreement as detailed in Section 14 of this RFP – “Agreement For Design, Upgrade, Retrofit, And Operation/Maintenance Services For The Stratford Intermediate Processing Center” (the “Service Agreement”). By submitting a proposal, the Proposer agrees to all the terms and conditions of this attached Service Agreement.

**The successful Proposer will be responsible, at its sole cost and expense, for undertaking the Services (See Section 2.2).**

### 2.1 Term

The term of the Agreement will commence on the Commencement Date and shall be through June 30, 2018. There shall be an option for a five year extension of the Agreement exercisable by CRRA at CRRA’s sole and absolute discretion.

## 2.2 Scope of Services

The Services to be conducted pursuant to this RFP and the resulting Service Agreement are more particularly described in Exhibit A to the Service Agreement. Specific instructions about how the Services are to be performed are included in the Agreement. Proposers must propose on all of the tasks.

The successful Proposer will be required to handle all commingled containers and fiber recyclables delivered by SWEROC municipalities to the Stratford IPC (See Table 1), and CRRA anticipates these could be expanded as a result of this procurement.

### 2.2.1 Task 1 - Develop Engineering Plans And Technical Specifications

The successful Proposer will develop engineering plans and technical specifications for the upgrade and retrofit of CRRA's Stratford IPC. Such plans and specifications shall include replacing and upgrading fiber and container processing systems so as to maximize the IPC's overall efficiency and maximize the economic benefit to CRRA from the IPC's processing and commodity sales. Such plans and specifications shall also include proposed upgrades and modifications to the IPC building. Such engineering plans and technical specifications must be sufficient to support Task 2 activities (Construct and Upgrade the IPC).

Under Task 1, the successful Proposer will also be responsible for providing support to CRRA in obtaining the necessary permit approvals from CTDEP. It is likely that modifications of the permits to construct and to operate may be required to accommodate the changes in the IPC envisioned by this RFP. CRRA will be responsible for obtaining the permit approvals, but the successful Proposer must cooperate with CRRA in obtaining the approvals and provide to CRRA plans and engineering drawings sufficient to secure and maintain the approvals.

Specifically, the successful Proposer will be required to prepare an Operations and Management Plan ("O&M Plan") and engineering drawings for the proposed residential fiber and container processing systems and for modifications of the IPC building. The O&M Plan and engineering drawings will be included in the permit modification application(s). The O&M Plan and engineering drawings must conform to the guidance provided by CTDEP in "Guidelines for Completing the Facility Plan for a Permit to Construct and Operate a Recycling Facility" (See Attachment C).

If a traffic study is required for obtaining a permit approval from CTDEP, such a study will be the responsibility of CRRA.

### 2.2.2 Task 2 – Construct And Upgrade The IPC

Using the engineering plans and technical specifications from Task 1, and following CRRA's successful acquisition of the required approvals from CTDEP, the successful Proposer shall provide all the required labor, materials, and supervisory work necessary to construct and achieve the upgrade, replacement and retrofit of

the Updated IPC. A successful Acceptance Test is required for the completion of Task 2.

### 2.2.3 Task 3 – Operate And Maintain The IPC

The successful Proposer shall provide operation and maintenance services for the upgraded and retrofitted IPC. Such services shall be provided from the date CRRA notifies the successful Proposer that final completion of Task 2 has been achieved until June 30, 2018. There shall be an option for a five year extension of the Service Agreement exercisable by CRRA at CRRA's sole and absolute discretion.

The selected Proposer shall be responsible for all activities within or at the IPC, including, but not limited to, the following:

- (a) Operating and maintaining the processing systems in the most efficacious manner to ensure compliance with performance guarantees required in the new Operating/ Maintenance Service Agreement;
- (b) Product marketing( unless CRRA is able to obtain better market pricing for any of the recyclable commodities received);
- (c) All cost associated with residue disposal;
- (d) Providing management, supervision, personnel, labor, materials, equipment, services and supplies necessary to operate, maintain and repair the IPC, except that CRRA will be responsible for the operation of the scales in the new IPC;
- (e) Maintenance of the scales and scalehouse; and
- (f) Reconciling market weights with CRRA scale house weights on a monthly basis.

**CRRA guarantees delivery to the successful Proposer of 44,500 tons of recyclables per year (17,100 of commingled containers and 27,400 of paper fibers). The Application for Permit Modification submitted to the CTDEP on January 4, 2007 provides capacity for 156,000 tons per year. The additional capacity may be utilized by the successful proposer for long-term commercial contract and spot arrangements subject to the approval of CRRA as provided in the new Operating Agreement.**

Delivery of recyclables from municipalities that are not members of SWEROC or from non-residential sources will require separate approval from CRRA and SWEROC.

CRRA will be responsible for enforcement activities at the Updated IPC. However, the successful Proposer will be required to cooperate with CRRA in CRRA's enforcement activities. CRRA's enforcement unit includes enforcement officers

who routinely inspect loads to monitor compliance with delivery standards and adherence to contracts.

The successful Proposer will be solely responsible for the proper disposal of all non-recyclable materials. This shall include in-coming contaminated recyclables and residue from the recyclables processing operations.

#### **2.2.4 Task 4 - Diversion of All Recyclables During Construction Period**

During the construction period (Task 2) when the successful Proposer is upgrading the IPC, the successful Proposer shall be responsible for all of the costs of diverting all recyclables which cannot be accepted at the IPC due to the construction activities. Any delays in construction that impact diversion shall be the financial responsibility of the successful Proposer

### **2.3 Compensation to CRRA**

The successful Proposer will be responsible for paying the following compensation to CRRA:

#### **2.3.1 Contractor's Per Ton Monthly Payment**

The successful Proposer will pay to CRRA a guaranteed, monthly, per ton payment ("Contractor's Per Ton Monthly Payment") for all inbound materials delivered to the successful Proposer from CRRA/SWERO member towns and any other deliveries caused to be delivered by CRRA through contract or spot arrangement. The tonnage on which the payment is based will be determined by the weighed in tonnage on the IPC scales.

The successful Proposer will be required to start paying to CRRA the Contractor's Per Ton Monthly Payment beginning when CRRA delivers to the successful Proposer the Notice to Proceed with Task 2 Services

#### **2.3.2 Revenue Sharing**

The successful Proposer will also share equally with CRRA revenue generated by sales of the commodities above the revenue sharing threshold prices specified in the table included as Section 6 of this RFP.

### **2.4 Performance Securities**

In addition to the Proposal Guarantee (see Section 3.15 of this Instructions To Proposers and Section 12 of this RFP), the successful Proposer will be required to furnish the following Performance Securities for the project (See Section 9.8 of the Agreement):

- (a) For Task 1, a Performance Bond or letter of credit in the amount of \$500,000;

- (b) For Task 2, a Construction Performance Bond or letter of credit of the greater of \$5,000,000 or the proposed cost of Task 2 Services in the successful Proposer's proposal;
- (c) For Task 2, a Construction Payment Bond or letter of credit of the greater of \$5,000,000 or the proposed cost of Task 2 Services in the successful Proposer's proposal;
- (d) For Task 3, a Performance Bond or letter of credit in the amount of \$2,000,000; and,
- (e) For Task 4, a Performance Bond or letter of credit in the amount of \$5,000,000.

## **2.5 Insurance**

The successful Proposer will be required to obtain and maintain the following insurance for the project (see Article 5 of the Agreement):

- (a) Commercial general liability insurance, alone or in combination with commercial umbrella insurance with a limit of not less than \$25,000,000
- (b) Commercial automobile liability insurance alone or in combination with commercial umbrella insurance with a limit of not less than \$5,000,000;
- (c) Workers' compensation with statutory limits and employers' liability limits of not less than \$1,000,000;
- (d) Contractor's property and equipment insurance in an amount equal to 100% of actual cash value of the property and equipment owned by the successful Proposer and used in performing the Services;
- (e) Professional liability insurance with a limit of not less than \$1,000,000 (required only during Task 1);
- (f) Builder's risk insurance with a limit of not less than \$ \_\_\_\_\_ [shall be the amount of Contractor's proposed cost for Task 2 Services]; and
- (g) Property insurance in an amount at least equal to the full cost of replacement of the Updated IPC Recyclables System on a replacement cost basis.

## **2.6 Warranty**

The successful Proposer will be required to provide a one year warranty on the Updated IPC (see Article 11 of the Agreement).

## **2.7 Prevailing Wage**

Task 2 of the Services will be subject to the Prevailing Wage provisions of the Connecticut General Statutes. (See Section 9.26 of the Agreement.)

## 2.8 Environmental Permits

CRRA currently holds a “Permit to Construct” and a “Permit to Operate” for the IPC (See Attachment B) issued by the CTDEP. In addition, on January 4, 2007, CRRA submitted an Application for Permit Modification to the CTDEP. The Executive Summary of the Application is included in this RFP (See Attachment F). A complete version of the Application is available for review.

Replacing and upgrading the paper and container processing systems and upgrading and modifying the IPC building, if necessary, may require modifications of the existing permits. CRRA will be responsible for obtaining approval of the necessary permit modification applications from CTDEP. The successful Proposer must cooperate with CRRA in preparing the applications and obtaining the approvals and must provide to CRRA documentation and necessary plans and engineering drawings sufficient to secure and maintain the approvals. A copy of CTDEP’s solid waste permit modification application and instructions are included in Attachment D and Attachment E, respectively. A copy of CTDEP’s guidance on preparation of an Operation and Maintenance Plan and the engineering drawings that must be submitted with the permit modification application is included in Attachment C.

CRRA will use its best efforts to obtain approvals from CTDEP of the required permit modification applications and to obtain the approvals in a timely manner, but CRRA cannot guarantee that the approvals will be granted or the timeframe in which decisions on the applications will be made by CTDEP. It is CRRA’s opinion that it will take a minimum of seven months from the time the permit modification applications are submitted until CTDEP makes a final decision of the applications, if there are no interveners that request and are granted a hearing on the application.

If a Proposer is proposing a processing system with a capacity greater than 500 tons per day, such proposed increase in capacity will be subject to approval by CTDEP in a permit modification application for the IPC.

## 2.9 Processing System Equipment of the Current IPC

CRRA requires that the successful Proposer must install an entirely new processing system in the Updated IPC. The processing system equipment of the Current IPC may or may not have to be removed by the successful Proposer prior to the successful Proposer installing the new processing system. Assuming the successful Proposer must remove the existing processing system equipment of the Current IPC, the successful Proposer will be required to dismantle, remove, and dispose of the existing processing system equipment of the Current IPC. Recognizing that certain components of the existing processing system equipment of the Existing IPC [eg: steel, etc.] can be marketed and sold on the recyclables market, the successful Proposer will be required to account to CRRA for such revenue and provide CRRA with all of said revenue. However, any documented removal and/or disposal expenses of the successful Proposer will be credited to the successful Proposer. See Section 2.9 of the Agreement.

### 3. PROPOSAL INSTRUCTIONS

The following is the projected timeline for the procurement process:

Date/Time	Activity
January 31, 2007 5:00 p.m.	RFP Formally Announced and Available for Distribution
February 7, 2007 9:00 a.m.	Mandatory Pre-Proposal Conference and Tour of the IPC
February 16, 2007 3:00 p.m.	Deadline for Proposers to Submit Written Questions to CRRA
March 2, 2007	CRRA Responds to Written Questions
March 7, 2007 3:00 p.m.	Deadline for Proposal Submission
	Selection of Successful Proposer by CRRA Board of Directors
	Commencement of Services

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 proposers, and further reserves the right to reject any and all proposals and to republish this RFP. CRRA also reserves the right, at its sole and absolute discretion, to terminate this RFP process at any time prior to the execution of any Service Agreement.

#### 3.1 Definitions

As used in this RFP 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 proposal due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
  - (1) Agreement For Design, Upgrade, Retrofit and Operation/Maintenance Services for the Stratford Intermediate Processing Center (the "Service Agreement");
  - (2) Notice To Firms – Request For Proposals;
  - (3) Instructions To Proposers;



- (4) Proposal Form;
- (5) Project Schedule Form;
- (6) Project Pricing Form;
- (7) Revenue Sharing Threshold Prices Form;
- (8) Project Cost Form;
- (9) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (10) Affidavit Of Third Party Fees;
- (11) Campaign Contribution Restriction Affidavit (SEEC Form SC 3) and List of Principals (SEEC Form SC 3A);
- (12) Background Questionnaire;
- (13) Proposal Guarantee Form;
- (14) Addenda;
- (15) The proposer's Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-submission documentation submitted prior to the Notice of Award);
- (16) Notice of Award; and,
- (17) Any written amendments to the Agreement issued pursuant to Section 9.15 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 Proposer(s) that states that CRRA has accepted such Proposer's proposal and sets forth the remaining conditions that must be fulfilled by such Proposer before CRRA executes the Service Agreement.

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

### 3.2 Communications with CRRA Staff and Board Members

Except as otherwise authorized by this RFP, during the pendency of the RFP process, firms contemplating or preparing proposals are prohibited from contacting CRRA staff or CRRA Board of Directors members in an ex parte manner to discuss the RFP process. A Proposer's proposal shall be rejected if any such ex parte communications take place.

### 3.3 RFP Documents

This RFP package consists of the following documents:

- (a) Notice To Firms – Request For Proposals;
- (b) Instructions To Proposers;

- (c) Proposal Form;
- (d) Project Schedule Form;
- (e) Project Pricing Form;
- (f) Revenue Sharing Threshold Prices Form;
- (g) Project Cost Form;
- (h) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (i) Affidavit Of Third Party Fees;
- (j) Campaign Contribution Restriction Affidavit (SEEC Form SC 3) and List Of Principals (SEEC Form SC 3A);
- (k) Background Questionnaire;
- (l) Notice of Award;
- (m) Agreement For Design, Upgrade, Retrofit and Operation/Maintenance Services for the Stratford Intermediate Processing Center (the "Service Agreement"); and
- (n) Attachments.

### 3.4 RFP Availability

The complete RFP may be obtained from CRRA's Offices, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103, beginning Wednesday, January 31, 2007 at 9:00 a.m.

All of the RFP documents will also be available in PDF format beginning on the same date on the world wide web at:

[http://www.crra.org/pages/business\\_opp.htm](http://www.crra.org/pages/business_opp.htm) (The "Business Opportunities" page)

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

### 3.5 Mandatory Pre-Proposal Conference and Site Tour

CRRA staff will conduct a **mandatory pre-proposal conference and tour of the Stratford IPC for prospective Proposers at 9:00 am, Wednesday, February 7, 2007**. Proposals submitted by any Proposer that does not attend the pre-proposal conference and tour shall be rejected. Alternate times for visiting the IPC will not be allowed.

Prospective Proposers should contact Tom Gaffey at (860) 757-7735 or by e-mail at [tgaffey@crra.org](mailto:tgaffey@crra.org) at least 24 hours prior to the mandatory pre-proposal conference and tour to register.

### 3.6 Addenda, Pre-Submission Proposal Inquiries and Interpretations

CRRA may issue Addenda to this RFP package that shall, upon issuance, become part of this package and binding upon all potential or actual proposers for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Proposers.

Verbal inquires and requests for interpretation or clarification regarding this RFP will only be permitted during the mandatory pre-proposal conference and tour of the IPC. All other inquiries and requests for interpretation or clarification or any other question must be **submitted in writing to Thomas Gaffey, Enforcement/Recycling Director, by e-mail (tgaffey@crra.org) or by fax ((860) 757-7742) or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722.**

**To be given consideration, any such written request must be received by CRRA by 3:00 p.m., on February 16, 2007.**

Addenda issued prior to the mandatory pre-proposal conference and tour will be mailed and/or e-mailed to all persons who picked up or requested from CRRA a printed copy of the RFP package documents or who otherwise notified CRRA of their interest in the RFP. Such Addenda will also be posted on CRRA's Web site (<http://www.crca.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.

Addenda issued after the mandatory pre-proposal conference and tour will be mailed and/or e-mailed to all persons who attended the pre-proposal conference and tour and will be posted on CRRA's Web site (<http://www.crca.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 proposer to receive any such Addenda shall not relieve such proposer 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.**

### **3.7 Material Available for Review and Inspection**

CRRA will make available at its offices at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut, the following materials for potential Proposers to review and inspect:

#### **3.7.1 RFP**

- (a) Existing facility drawings (in addition to those on the CD (**Attachment A**));

#### **3.7.2 Available For Inspection**

- (a) Engineering evaluations prepared by consulting engineers;
- (b) A traffic study prepared by consultants;
- (c) A complete copy of the CRRA Application for Permit Modification of Stratford Regional Recycling Facility submitted to DEP on January 4, 2007;

- (d) Inter-Community Agreement Establishing the Southwest Connecticut Regional Recycling Operating Committee "SWEROC";
- (e) The Contract For Operation Of An Intermediate Processing Center;
- (f) Lease Agreement;
- (g) CRRRA and SWEROC Agreement; and
- (h) Existing Operations or Service Contract and amendments thereto.

Prospective Proposers that wish to review and inspect any of the above materials must contact Tom Gaffey (telephone: (860) 757-7735; e-mail: [tgaffey@crra.org](mailto:tgaffey@crra.org)) at least 24 hours in advance to make arrangements for doing so.

### **3.8 Proposal Submittal**

Sealed proposals must be received no later than by 3:00 p.m., Eastern Time, on March 7, 2007, at:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6th Floor  
Hartford, Connecticut 06103  
Attention: Thomas P. Gaffey

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

### **3.9 Proposal Copies**

**One (1) original and six (6) copies** of each proposal must be submitted. The original proposal shall be stamped or otherwise marked as such.

The proposals (the original and six (6) copies) shall be enclosed in a sealed envelope that shall be clearly marked "**Proposal for Design, Upgrade, Retrofit and Operation/Maintenance Services for the Stratford Intermediate Processing Center.**"

### **3.10 Proposal Open and Subject to Acceptance**

Proposals shall remain open and subject to acceptance for one hundred twenty (120) days after the deadline date for proposal submission. CRRRA may, in its sole discretion, release any proposal and subsequent proposal bond at any time prior to the end of such period.

### **3.11 Proposal Opening**

Proposals will be opened privately at CRRRA's convenience on or after the proposal due date.

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

### **3.12 Evaluation Criteria**

CRRA will evaluate the proposals on the following:

- (a) The amount of revenue CRRA would receive;
- (b) The overall technical quality of the Proposer's proposed recyclables processing systems and proposed building modifications and upgrades;
- (c) The extent to which the processing systems proposed by the Proposer will maximize the overall efficiency of recyclables processing operations;
- (d) The extent to which the processing systems proposed by the Proposer maximize the economic benefit to CRRA from the recycling operations and commodity sales;
- (e) The likelihood that the processing systems proposed by the Proposer are environmentally sound;
- (f) The likelihood that the processing systems proposed by the Proposer will result in a secure revenue stream to CRRA;
- (g) The proven ability of the Proposer to perform the requested Services;
- (h) The financial capability of the Proposer to comply with contractual terms and performance guarantees;
- (i) The extent to which the Proposer's proposal will increase the total quantity and quality of the recycling program; and
- (j) Any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of such proposals.

The award of the contract for the Services will be made, if at all, to the Proposer whose evaluation by CRRA results in CRRA determining that such award to such Proposer is in the best of interests of CRRA. However, the selection of a Proposer and the execution of the non-negotiable Service Agreement, while anticipated, are not guaranteed.

### **3.13 Additional Evaluation Criteria**

Proposals will also be rated on the Proposer'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 Proposer's success in implementing an affirmative action plan;
- (b) The Proposer'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;
- (c) The Proposer's promise to develop and implement a successful affirmative action plan;
- (d) The Proposer'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; and
- (e) The Proposer's promise to set aside a portion of the contract for legitimate minority business enterprises.

### **3.14 Contract Award**

CRRA will issue to the successful Proposer a Notice of Award (See Section 13 of the RFP).

### **3.15 Proposal Guarantee**

At the time of submission, each proposal shall contain a proposal guarantee in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS payable to CRRA. Such proposal guarantee shall provide that, if the proposal is accepted and a contract is awarded to the Proposer of such proposal, prior to the expiration or termination of said guarantee, such Proposer shall enter into the Service Agreement, submit the Bonds and comply with all the other conditions of the notice of award. (See Section 12 of this RFP for the Proposal Guarantee Form.) If the successful Proposer meets the above conditions, the proposal guarantee shall be returned to the successful Proposer. However, if the successful Proposer does not enter into the Service Agreement and comply with all the other conditions of the Notice of Award, CRRA shall retain, as liquidated damages, but not as a penalty, the full amount of the proposal guarantee.

At the option of the Proposer, the proposal guarantee may be a bank draft, cashier's check or certified check payable to "CRRA", a proposal bond secured by a guarantee of a surety company listed in the latest issue of U.S. Treasury Circular 570 and within the maximum amount specified in said circular, or an irrevocable, stand by "letter of credit" from a bank which is acceptable to CRRA. Any proposal guarantee must be valid for a period of at least one hundred and twenty (120) days from the proposal submission date.

The proposal guarantees will be returned by CRRA to the Proposers within ten (10) business days after the execution of a Service Agreement by the successful Proposer and CRRA, but in no event later than one hundred and twenty (120) days after the proposal submission date.

### **3.16 Corporate Guaranty**

At CRRA's sole discretion, CRRA may require the successful Proposer to provide a corporate guaranty for the project. (See Section 9.25 of the Agreement.)

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

Pursuant to CGS § 4-252, the apparently successful Proposer must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFP and the date the Agreement is executed. If the apparently successful Proposer does not execute the Certification, it will be disqualified for the Agreement. The dates between which the Proposer may not give gifts and the identifies of those to whom it may not give gifts are specified in the attachment to the Notice Of Award (Section 13 of this RFP).

### **3.18 Additional Rights of CRRA**

In addition to the other rights in this RFP, CRRA reserves, holds and may exercise at its sole discretion, the following rights and options:

- (a) To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP;
- (b) To issue additional or subsequent solicitations for proposals;
- (c) To conduct investigations of the Proposers and their proposals;
- (d) To clarify the information provided pursuant to this RFP; and
- (e) To request additional evidence or documentation to support the information included in any proposal.

## **4. PROPOSAL FORMAT AND CONTENT**

Proposal submissions shall be organized as follows and contain the following documents. Each section of the Proposal shall begin on a new page.

### **4.1 Letter of Transmittal**

The Letter of Transmittal must be signed by an officer of the Proposer authorized to commit the company to carry out the proposed Services in accordance with the requirements of the RFP and the proposal. The letter must state that all information contained in the proposal is true and accurate. The letter should include the Proposer's promise, if any, to set aside a portion of the Service Agreement for legitimate minority business enterprises (see Section 3.13(e) of this RFP).

## **4.2 Table of Contents**

The Proposer must provide a Table of Contents for its proposal that identifies the starting page number for each of the following sections of its proposal.

## **4.3 Proposal Form**

The completed Proposal Form (Section 3 of this RFP) shall be included with Addenda, if any, listed in the appropriate place (Page 3-2), the name and address of the contact for notices and other communications listed in the appropriate place (Page 3-7), and the completed agreement page (Page 3-7).

## **4.4 Executive Summary**

The Proposer must provide a summary description and explanation of the processing systems it is proposing for paper fiber and commingled containers and of the upgrades, retrofits and construction activities that would be required to install, operate and maintain these systems.

The Proposer must indicate in the Executive Summary the guaranteed, fixed, monthly, base price that Proposer will pay to CRRA (“Contractor’s Monthly Payment”).

Finally, the Proposer must indicate in the Executive Summary the amount of time, in weeks, that would be required to proceed from the beginning of construction (beginning of Task 2) to the beginning of operations (beginning of Task 3) of the new IPC.

## **4.5 Business Structure**

The Proposer shall describe in detail its business structure and organization. The Proposer shall identify and name all principals, owners, officers, parents and directors of the Proposer, and all stockholders holding more than 10% of the stock of the Proposer. If the Proposer or any member of the Proposer’s team, including any Guarantor, is a partnership or joint venture, the Proposer shall provide full and complete information concerning the nature and structure of the partnership or joint venture, including:

- (a) Date of formation of the joint venture or partnership together with copies of joint venture or partnership agreements plus all amendments; and
- (b) A description of the obligations of the partners to CRRA, specifically addressing if the agreement between members comprising the partnership or joint venture make each jointly and severally liable for contractual obligations to provide the services contemplated by this RFP.

The Proposer must clearly indicate the organization, ownership and financial relationships which exist or are being proposed between the Proposer and affiliated companies.

The Proposer shall also set forth information concerning any material changes in the way it conducted business, bankruptcy proceedings and mergers or acquisitions within the past



three (3) years, including comparable information for related companies and principals of companies and actual and pending litigation in which the Proposer is involved.

The Proposer must provide as an appendix to the proposal audited financial statements for the last three (3) years for both the Proposer (including any Proposer affiliate or subsidiary designated by Proposer to execute the Service Agreement, if awarded) and, if applicable, any parent company of the Proposer that is providing the proposal guaranty for this RFP (see Section 3.15 of this Instructions To Proposers and Section 12 of the RFP) or the corporate guaranty for the project (see Section 9.25 of the Agreement).

#### **4.6 Knowledge, Capabilities and Experience**

The Proposer must provide a description of its knowledge, capability and experience in performing work similar to the work addressed in this RFP, including a description of services, approximate annual costs for the services and performance history (include any failure to complete or perform on time any work and default on any contract by Proposer and the reasons for such failure or default.

#### **4.7 References**

The Proposer must provide the names of at least three references who can attest to the quality of the work performed by the Proposer. For each reference, the job title, affiliation, address and telephone number must be provided as well as a brief description of the work that was provided.

#### **4.8 Proposed Processing System**

The Proposer must provide a detailed description and explanation of the processing system proposed for recyclables. This must include both single-stream and dual-stream proposals with comparative economic and performance analysis including the following.

##### **4.8.1 Description of Proposed Processing Systems**

The Proposer must provide a detailed written narrative description of the proposed processing system for acceptable recyclables including a description of the process flow and the operation of the system. The process flow description shall detail the movement of the acceptable recyclables and shall encompass the delivery, loading and storage, material handling and recovery and residue collection system. The Proposer must provide a process flow diagram and a material balance. The Proposer must specify the guaranteed throughput capacity for the proposed processing system. The Proposer must provide conceptual drawing(s) showing the layout and process flow of the proposed processing system within the new IPC and any modifications which are proposed for the existing building that are related to the proposed processing system. The Proposer must also specify the times the proposed processing system would accept deliveries of acceptable recyclables and the times and number of shifts during which processing would occur.

The proposed processing system must be capable of processing all of the acceptable recyclables delivered into the Stratford IPC from SWEROC member municipalities (see Table 1 for information on deliveries for the last three fiscal years). The IPC is currently permitted to process up to 250 tons per day (equivalent to approximately 65,000 tons per year) of commingled containers and paper. On January 4, 2007, CRRA filed with CTDEP an application for a permit modification which would increase the permitted receiving and processing capacity to 500 tons per day (134 tons commingled containers and 366 tons of paper fibers). This is equivalent to approximately 156,000 tons per year. CRRA guarantees delivery to the successful Proposer of 44,500 tons of recyclables per year (17,100 of commingled containers and 27,400 of paper fibers).

If a Proposer is proposing a processing system with a capacity greater than 500 tons per day, such proposed increase in capacity will be subject to approval by CTDEP in a permit modification application for the facility.

#### 4.8.2 Additional Recyclables

If the Proposer proposes to process paper and commingled container recyclables in addition to those already received at the IPC, the Proposer must specify what they are, how much would be processed, how their processing would be incorporated into the proposed processing system and the impact their processing would have on the Proposer's costs and revenues. Any such additional recyclables are subject to review and pre-approval by CRRA before any such recyclables enter the Updated IPC.

#### 4.8.3 Facility Modifications

The Proposer shall provide a detailed description of any modifications which are proposed for the existing building at the Stratford IPC that are related to the proposed recyclables processing system and any other proposed modifications.

#### 4.8.4 Storage of Processed Material

The proposal must include a discussion of storage of incoming recyclable materials and outbound processed products. The Proposer must describe the amount of storage required and the maximum period of time during which recyclable materials and products may be stored. The locations where recyclable materials and products would be stored must be indicated.

Currently, the Stratford IPC is permitted to store up to 500 tons of recyclable materials on the tipping floor and approximately 5,700 cubic yards (1,950 tons) of product at other locations inside the processing building. While CRRA is not proposing to change these amounts in the currently pending permit modification application, it is, at CTDEP's request, specifying the amounts and indicating where products may be stored inside the processing building.

#### **4.8.5 Processing Equipment and Rolling Stock**

The proposal must contain a complete list of each major piece of equipment and rolling stock for the processing system. The Proposer must list the name of the equipment, the manufacturer, the equipment model number and throughput capacity.

#### **4.8.6 Schedules for System Outages for Inspection and Maintenance**

The Proposer must provide schedules of processing system outages for inspection and maintenance.

#### **4.8.7 Marketing Plan**

The Proposer shall provide a proposed marketing plan and general discussion of the marketing that it will undertake to sell the products derived from processing acceptable recyclables.

#### **4.8.8 License Agreements**

The Proposer must provide a written description of any license agreements it holds for its proposed residential processing system. Specifically, Proposers must provide information as to their position if such license agreement should be terminated and the terms and conditions under which such termination could take place.

### **4.9 Proposed Building Modifications**

The Proposer must provide a detailed written narrative description of the proposed modifications, upgrades and retrofits proposed for the IPC building and the IPC property to accommodate the proposed recyclables processing systems and to maximize the efficiency of the proposed recycling systems. The Proposer must also provide conceptual drawings showing all of the proposed modifications, upgrades and retrofits.

### **4.10 Quality Assurance/Quality Control Plan**

The Proposer shall describe the quality assurance/quality control procedures that will be utilized during construction.

### **4.11 Proposed Diversion of Recyclables During Building Modifications**

The Proposer must provide a detailed description and explanation of how it would manage recyclables during the construction period when the Proposer is modifying the Stratford IPC and the IPC would not be available to process recyclables. Such description must include a list of the facilities to which the paper fiber and commingled containers would be shipped. CRRA shall have the right to approve any such facilities at CRRA's sole and absolute discretion. The Proposer must provide evidence that the facilities identified are properly permitted and are willing and have the capacity to handle the materials that would have to be diverted. The Proposer must describe how it would transport the recyclables to

the facilities to which they would be diverted. Finally, the Proposer must describe how the Proposer would provide additional diversion capacity if delays in the start of operations of the new processing systems resulted in additional amounts of recyclables requiring diversion.

#### **4.12 Project Schedule**

The Proposer must provide a detailed project schedule for the overall work and financing being proposed. The schedule must identify each major work item and specify the amount of time in days, that it would take to complete the item. The schedule should show the proposed sequence and duration of all major work items. Because of uncertainty about the length of time CTDEP will require to review and issue final decisions of the solid waste permit modification applications, Proposers need not specify the dates on which specific major work items will begin or end.

In addition to providing a project schedule, the Proposer shall specify on the attached Project Schedule Form (Section 4 of this RFP) the amount of time under Proposer's schedule that would be required between the various milestones specified on the Form.

#### **4.13 Contingency Plan**

The Proposer must describe its contingency plan in the event that operation and maintenance services are disrupted at any time, for any reason during the term of the Service Agreement.

#### **4.14 Project Pricing – Contractor's Monthly Payments**

The Proposer must specify on the attached Project Pricing Form (Section 5 of this RFP) the amount of the monthly revenue floor figure that Proposer will guarantee to CRRA for Proposer's recyclables processing services ("Contractor's Monthly Payment")(See Article 3 of the Service Agreement).

In addition to the Contractor's Monthly Payment, the successful Proposer shall share equally with CRRA any revenue generated from the sale of all commodities above an established threshold price as described in **Exhibit B** and section 3.1 of the Agreement.

#### **4.15 Potential Revenue and Participation Enhancement Measures**

The Proposer should identify the provisions, if any, in any of the documents included in this RFP that their deletion or modification would result in a substantial increase in the revenues Proposer would provide to CRRA as specified in Proposer's proposal. The Proposer must clearly identify the provision, explain why its deletion or modification would enhance the revenues the Proposer would provide to CRRA, and indicate the amount of revenue enhancement CRRA would realize by implementing the deletion or modification. CRRA reserves the right to negotiate with any Proposer over any deletions or modifications identified in this section of a proposal and to modify any of the documents included in this RFP as a result of such negotiations.

CRRA is relying on the Proposers expertise within the field of recycling and recycling collection. In addition to provisions to enhance revenue, the Proposer should also identify any measures that would increase the quantity and/or quality of the recyclables entering the system. The Contractor should provide the revenue and overall cost benefit to CRRA and the SWEROC towns. The Contractor should also offer solutions and alternatives to the capital intensive procurement process involved with each alternate system especially with regards to collection (e.g., single stream).

#### **4.16 Project Costs**

- The Proposer must complete the attached Project Cost Form (Section 7 of this RFP). Instructions for completing the Form and pertinent information follows.

##### **4.16.1 Task 1 - Engineering Plans and Technical Specifications**

###### **4.16.1.1 Preliminary Activities Required to Support Permitting**

The Proposer shall specify on the Project Cost Form the cost of providing cooperation and necessary plans (including an Operations and Management Plan) and engineering drawings to CRRA to support CRRA in obtaining the necessary approvals from CT DEP for the modifications to the commingled container processing system, the paper fiber processing system and the IPC building.

###### **4.16.1.2 Develop Engineering Plans and Technical Specifications**

The Proposer shall specify on the Project Cost Form the cost of developing and preparing engineering plans and design specifications that are necessary for the construction and upgrade of the proposed commingled container processing system, paper fiber processing system and facility modifications.

##### **4.16.2 Task 2 - Construction and Upgrade of the IPC**

On the Project Cost Form, the Proposer shall specify the cost for acquiring, installing, and testing the equipment and making the facility modifications for the proposed container processing system and the proposed paper fiber processing system. The Proposer shall also specify the cost of making any other modifications proposed for the facility.

##### **4.16.3 Task 3 - Operation and Maintenance**

The Proposer shall specify on the Project Cost Form the annual cost of operating and maintaining the IPC.

#### **4.16.4 Task 4 - Diversion of Recyclables During Construction**

The Proposer shall specify on the Project Cost Form the cost of diverting to and processing recyclables at other facilities while the IPC is unable to accept recyclables because of construction activities.

#### **4.17 Financing**

The Proposer shall fully describe how it intends to finance the proposed recyclables processing systems and equipment and the proposed facility modifications. The Proposer shall describe the costs of its financing plan.

#### **4.18 Résumés**

The Proposer must identify and provide résumés of key administrative and management personnel that would be involved in this project. In identifying the key personnel, the Proposer must provide a chart that specifies the position in the organization held by each.

#### **4.19 Proposal Guarantee**

Each Proposer shall submit with its proposal a bank draft, cashier's check or certified check, surety bond, or irrevocable, standby letter of credit in the amount of \$50,000.00. (See Section 3.15 of this Instructions To Proposers. Also see Section 12 of this RFP for the Proposal Bond Form.)

#### **4.20 Security Commitment**

Each Proposer shall submit with its proposal a letter from a qualified financial institution committing to the issuance of the performance bonds or letters of credit required in Section 9.8 of the Service Agreement.

#### **4.21 Corporate Guaranty (if necessary)**

If required by CRRA, each Proposer shall submit with its proposal or upon request by CRRA a guaranty executed by the Guarantor and in the form set forth in **Exhibit D** of the Service Agreement.

#### **4.22 Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health And Safety**

Each Proposer shall complete and submit the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 8 of this RFP), with the Proposer's most recent EEO-1 data attached (if applicable).

#### **4.23 Affidavit of Third Party Fees**

Each Proposer shall complete and submit the Affidavit of Third Party Fees (Section 9 of this RFP).

If the Proposer has not paid to any third party or agreed to pay to any third party any fees attributable to this RFP, the Proposer should write "None" in the first box in the table. For purposes of the Affidavit, the Proposer's subcontractors, if any, are not considered third parties. The Proposer must subscribe and swear before a Notary Public or Commissioner of the Superior Court as to the information provided in the Affidavit.

#### **4.24 Campaign Contribution Restriction Affidavit and List of Principals**

Each Proposer shall complete and submit the Campaign Contribution Restriction Affidavit (SEEC Form SC 3) (Section 10 of this RFP), subscribed and sworn by the chief executive officer of the Proposer before a Notary Public or Commissioner of the Superior Court.

In addition, each Proposer shall complete and submit the List of Principals (SEEC Form SC 3A) (Section 11 of this RFP). 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 Proposer to CRRA as part of its proposal. CRRA is responsible for providing a copy of the submitted SEEC Form SC 3A to the SEEC.

#### **4.25 Respondent's Background Questionnaire**

Each Proposer shall complete and submit the Background Questionnaire (Section 11 of this RFP).

**REQUEST FOR PROPOSALS  
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**SECTION 3**

**PROPOSAL FORM**



# PROPOSAL FORM

**PROJECT:** Bridgeport

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

**CONTRACT FOR:** Design, Upgrade, Retrofit, And Operation/Maintenance Services  
For The Stratford Intermediate Processing Center

**PROPOSALS  
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 Proposal Form (a "Proposal") shall have the same respective meanings assigned to such terms in the Contract Documents.

## 2. TERMS AND CONDITIONS

The undersigned (the "Proposer") accepts and agrees to all terms and conditions of the Request For Proposals, Instructions To Proposers, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for one hundred twenty (120) days after the proposal due date.

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

- (a) Execute the required number of counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA;
- (b) Execute the Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance; and
- (d) Deliver to CRRA all other Contract Documents attached to the Notice Of Award; and
- (e) Satisfy all other conditions of the Notice Of Award.

**3. PROPOSER'S OBLIGATIONS**

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

- (a) 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 Proposal and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) At the request of CRRA and if the successful Proposer qualifies, the successful Proposer 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. PROPOSER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT**

In submitting this Proposal, Proposer acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFP, are non-negotiable, and Proposer is willing to and shall, if CRRA accepts its Proposal for the Services and issues a Notice Of Award to Proposer, execute such Agreement. However, CRRA reserves the right to negotiate with Proposer over Proposer's price and rates for the Services submitted on its Project Pricing Form, Revenue Sharing Threshold Prices Form and Project Cost Form.

**5. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this Proposal, Proposer represents that:

- (a) Proposer has thoroughly examined and carefully studied the RFP 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 Proposal 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) Proposer 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) Proposer has studied and carefully correlated Proposer's knowledge and observations with the Contract Documents and such other related data;
- (e) Proposer has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Proposer;
- (f) If Proposer has failed to promptly notify CRRA of any conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer 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 Proposer of all terms and conditions for performing, furnishing and completing the Services;
- (h) Proposer 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 Proposal is submitted; and
- (i) The Contract Documents are generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the Services for which this Proposal is submitted.

## **6. PROPOSER'S REPRESENTATIONS CONCERNING SITE CONDITIONS**

In submitting this Proposal, Proposer acknowledges and agrees that:

- (a) All information and data included in this RFP 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 proposers;
- (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) Proposer 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) Proposer 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. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

In submitting this Proposal, Proposer acknowledges and agrees that Proposer shall not use any information made available to it or obtained in any examination made by it in connection with this RFP 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. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

In submitting this Proposal, Proposer acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Proposer shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Proposer's performance of this Agreement, nor shall Proposer include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Proposer 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 Proposal or any other submittal to CRRA in connection with this RFP.

**9. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Proposal, Proposer:

- (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 Proposer's Proposal is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Proposer 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. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION**

By submission of this Proposal, the Proposer, 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 Proposal 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 Proposal 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 Proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to "opening" to any other person or company;
- (d) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;
- (e) Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; and
- (f) Proposer has not sought by collusion to obtain for itself any advantage for the Services over any other Proposer for the Services or over CRRA.

## **11. PROPOSER'S REPRESENTATIONS CONCERNING RFB FORMS**

By submission of this Proposal, the Proposer, 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 RFP that are submitted to CRRA as part of its Proposal are identical in form and content to the preprinted forms in the RFP 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. PROPOSER'S WAIVER OF DAMAGES**

Proposer and all its affiliates and subsidiaries understand that by submitting a Proposal, Proposer is acting at its and their own risk and Proposer 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 Proposals 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 Proposal:

- (a) The completed Project Schedule Form;
- (b) The completed Project Pricing Form;
- (c) The completed Revenue Sharing Threshold Prices Form;
- (d) The completed Project Cost Form;
- (e) 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;
- (f) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety, which has been completely filled out by Proposer;
- (g) Affidavit Of Third Party Fees, which has been completely filled out by Proposer and signed before a Notary Public or Commissioner of the Superior Court;
- (h) Campaign Contribution restriction Affidavit (SEEC Form SC 3), which has been completely filled out by the Proposer and signed by the chief executive officer of the Proposer before a Notary Public or Commissioner of the Superior Court, and the List of Principals (SEEC Form SC 3A), which has been completely filled out by the Proposer;
- (i) Background Questionnaire, which has been completely filled out by Proposer and signed before a Notary Public or Commissioner of the Superior Court; and
- (j) The completed Proposal Guarantee Form.

### **14. NOTICES**

Communications concerning this Proposal should be addressed to Proposer at the address set forth below.

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

**15. ADDITIONAL REPRESENTATION**

Proposer hereby represents that the undersigned is duly authorized to submit this Proposal on behalf of Proposer.

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

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

**REQUEST FOR PROPOSALS  
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**SECTION 4  
PROJECT SCHEDULE FORM**



## PROJECT SCHEDULE FORM

Each Proposer must specify in the table below the amount of time under the Proposer's schedule that would be required between the various milestones specified on the Form.

<b>ITEM</b>	<b>TIME (Weeks)</b>
<b>FROM</b> receipt of Notice To Proceed With Task 2 Services <b>TO</b> Date of Achievement of Substantial Completion Of Upgraded IPC	
<b>FROM</b> Date of Achievement of Substantial Completion of Upgraded IPC <b>TO</b> Date of Achievement of Final Completion Of Upgraded IPC	

**REQUEST FOR PROPOSALS  
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**SECTION 5  
PROJECT PRICING FORM**

**PROJECT PRICING FORM**

Each Proposer must specify in the table below the amount of the monthly revenue floor figure that Proposer will guarantee to CRRA for Proposer's recyclables processing services ("Contractor's Monthly Payment")(See Article 3 of the Service Agreement).

<b>ITEM</b>	<b>PROPOSED AMOUNT</b>
Guaranteed Contractor's Per Ton Monthly Payment	

**REQUEST FOR PROPOSALS  
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**SECTION 6**

**REVENUE SHARING THRESHOLD PRICES  
FORM**

## Revenue Sharing Threshold Prices Form

The successful Proposer will share equally with CRRA revenue generated by sales of the following commodities above the revenue sharing prices. In the table below, Proposers must specify the prices above which they will equally share with CRRA revenue generated by the sale of the listed commodities. Alternatively, Proposers may also submit a fixed price option for any or all commodities.

Commodity	Revenue Sharing Price	FIXED SHARING PRICE
ONP #6 (New York High) (represents all shipments of loose fiber)	█	█
ONP #8 (New York High)	█	█
OCC #11 ( New York High)	█	█
(May be expanded for Commercial Paper grades)	█	█
Ferrous	█	█
Aluminum	█	█
Aluminum Foil	█	█
Plastic – PET	█	█
Plastic – HDPE Natural	█	█
Plastic – HDPE Pigmented	█	█
Glass – Flint or Clear	█	█
Glass – Amber or Brown	█	█
Glass – Green	█	█
Glass – Mixed	█	█
Aseptic Packaging	█	█
Description Other:	█	█
Description Other:	█	█
Description Other:	█	█
Description Other:	█	█

**REQUEST FOR PROPOSALS  
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**SECTION 7  
PROJECT COST FORM**

## PROJECT COST FORM

ITEM	PROPOSED COST
<b>TASK 1 – Develop Engineering Plans &amp; Technical Specifications</b>	
Preliminary Activities Required to Support Permitting	
Develop Engineering Plans & Technical Specifications	
<b>TASK 2 – Construct and Upgrade the IPC</b>	
Container Processing System	
Equipment and Rolling Stock	
Facility Modifications	
Paper Processing System	
Equipment and Rolling Stock	
Facility Modifications	
Other Facility Modifications	
<b>TASK 3 – Operate and Maintain the IPC (Annual)</b>	
<b>TASK 4 – Diversion of Recyclables During Construction</b>	

**REQUEST FOR PROPOSALS  
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**SECTION 8  
QUESTIONNAIRE CONCERNING AFFIRMATIVE  
ACTION, SMALL BUSINESS CONTRACTORS  
AND OCCUPATIONAL HEALTH AND SAFETY**





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

Because CRRA is a political subdivision of the State of Connecticut, it is required by various statutes and regulations to obtain background information on prospective contractors prior to entering into a contract. The questions below are designed to assist CRRA in procuring this information. Many of the questions are required to be asked by RCSA 46a-68j-31. For the purposes of this form, "Contractor" means Bidder 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 PROPOSALS  
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**SECTION 9  
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 PROPOSALS  
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**SECTION 10  
CAMPAIGN CONTRIBUTION RESTRICTION  
AFFIDAVIT (SEEC Form 3)  
And  
LIST OF PRINCIPALS (SEEC Form SC 3A)**

**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>2007OP001</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



**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>2007OP001</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:

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

or

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

or

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

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

or

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 made 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

**REQUEST FOR PROPOSALS  
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**SECTION 11  
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

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**SECTION 12  
PROPOSAL GUARANTEE FORM**

# BID/PROPOSAL BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. The below addresses are to be used for giving required notice.

**BIDDER/PROPOSER** (Name and Address):

**SURETY** (Name and Address of Principal Place of Business):

--	--

**OWNER** (Name and Address):

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

**BID/PROPOSAL**

<b>DUE DATE:</b>	
<b>AMOUNT:</b>	
<b>PROJECT DESCRIPTION</b> <small>(Including Name and Location):</small>	

**BOND**

<b>BOND NUMBER:</b>	
<b>DATE</b> <small>(Not later than Bid/Proposal Due Date):</small>	
<b>PENAL SUM:</b>	DOLLARS (\$ _____ )

IN WITNESS WHEREOF, Surety and Bidder/Proposer, intending to be legally bound hereby, subject to the terms printed on Page 2 hereof, do each cause this Bid/Proposal Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER/PROPOSER**

**SURETY**

--

(SEAL)

--

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

<b>SIGNATURE:</b>		<b>SIGNATURE:</b>	
<b>NAME AND TITLE:</b>		<b>NAME AND TITLE:</b>	

## TERMS AND CONDITIONS TO BID/PROPOSAL BOND

1. Bidder/Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder/Proposer any difference between the total amount of Bidder's/Proposer's bid/proposal and the total amount of the bid/proposal of the next lowest, responsible and responsive bidder/proposer as determined by Owner for the Work/Service required by the Contract Documents, provided that:
  - 1.1 If there is no such next lowest, responsible and responsive bidder/proposer, and Owner does not abandon the Project, then Bidder/Proposer and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's/Proposer's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder/Proposer shall occur upon the failure of Bidder/Proposer to deliver within the time required by the Bid/Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement and related documents required by the Bid/Proposal Documents and any performance and payment bonds required by the Bid/Proposal Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's/Proposer's bid/proposal and bidder/proposer delivers within the time required by the Bid/Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement and related documents required by the Bid/Proposal Documents and any performance and payments bonds required by the Bid/Proposal Documents and Contract Documents, or
  - 3.2 All bids/proposals are rejected by Owner, or
  - 3.3 Owner fails to issue a notice of award to Bidder/Proposer within the time specified in the Bid/Proposal Documents (or any extension thereof agreed to in writing by Bidder/Proposer and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder/Proposer and within 30 calendar days after receipt by Bidder/Proposer and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder/Proposer, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid/Proposal Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder/Proposer and Surety and in no case later than one year after Bid/Proposal Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder/Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.



**REQUEST FOR PROPOSALS  
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**SECTION 13  
NOTICE OF AWARD**

## NOTICE OF AWARD

**TO:**

**PROJECT(S):** Bridgeport Project

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

**CONTRACT FOR:** Design, Upgrade, Retrofit, and Operation/Maintenance Services for the Stratford Intermediate Processing Center

The Connecticut Resources Recovery Authority ("CRRA") has considered the Proposal submitted by you dated \_\_\_\_\_, 2007 in response to CRRA's Notice To Firms – Request For Proposals for the above-referenced Services, which Services are more particularly described in the Agreement For Design, Upgrade, Retrofit, And Operation/Maintenance Services For The Stratford Intermediate Processing Center (the "Services").

You are hereby notified that your Proposal 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 and deliver such executed counterparts to CRRA;
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) Deliver to CRRA all other Contract Documents attached to the Notice Of Award; and
- (e) Satisfy all other conditions set forth herein.

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

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (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

Cc: File: CRRA Outgoing Chrono

Attach: Agreement For Design, Upgrade, Retrofit, And Operation/Maintenance Services For The Stratford Intermediate Processing Center (2 copies)  
Contractor's Certification Concerning Gifts



**CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND OPERATION/MAINTENANCE SERVICES FOR THE STRATFORD INTERMEDIATE PROCESSING CENTER**

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

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal for the Agreement For Design, Upgrade, Retrofit, And Operation/Maintenance Services For The Stratford Intermediate Processing Center (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between July 1, 2006 and the date of execution of the Agreement, by
  - (a) The Contractor,
  - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
  - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement

to

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

4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and
5. The Contractor made the bid/proposal for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

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

Floyd Gent, Director of Operations
Thomas Gaffey, Enforcement/Recycling Director
Jeffrey Duvall, Senior Operations Analyst
Ronald Gingerich, Environmental Compliance Manager

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

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator Louis C. DeLuca, Minority Leader of the Senate
Representative James A. Amann, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

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

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

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

State Of: \_\_\_\_\_

County Of: \_\_\_\_\_

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

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

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

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

**REQUEST FOR PROPOSALS  
FOR  
DESIGN, UPGRADE, RETROFIT, AND  
OPERATION/MAINTENANCE SERVICES FOR THE  
STRATFORD INTERMEDIATE PROCESSING CENTER**

**SECTION 14**

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