

REQUEST FOR QUALIFICATIONS
FOR
TRANSPORTATION AND DISPOSAL OF ASH
FOR
MID-CONNECTICUT RESOURCE RECOVERY FACILITY
HARTFORD, CONNECTICUT,
WALLINGFORD RESOURCE RECOVERY FACILITY
WALLINGFORD, CONNECTICUT,
AND
DISPOSAL OF ASH FROM
THE PRESTON RESOURCE RECOVERY FACILITY

RFQ No. FY08EN003

ISSUED BY:

CONNECTICUT RESOURCES RECOVERY AUTHORITY

100 Constitution Plaza, 6th Floor
Hartford, CT 06103

JANUARY 2008



Table of Contents

1.0 INTRODUCTION 1-1

2.0 DESCRIPTION OF ASH QUANTITY, CHARACTERISTICS, AND HANDLING PRACTICES 2-1

 2.1 Ash Quantity 2-1

 2.2 Ash Characteristics 2-1

 2.3 Ash Handling Practices 2-1

3.0 PROCUREMENT PROCESS AND SCHEDULE 3-1

 3.1 Information Provided by CRRA 3-1

 3.2 CRRA Rights and Disclaimers 3-1

 3.3 Schedule 3-3

 3.4 Submittal of SOQs 3-3

 3.5 No CRRA Liability 3-3

 3.6 Withdrawal from Procurement Process 3-4

 3.7 Record of SOQs 3-4

 3.8 Access to Information and Facilities Inspections 3-4

 3.9 Communications, Questions and Addenda 3-5

 3.10 Period of Acceptance and Bid Bond Requirements 3-6

4.0 SCOPE AND SCHEDULE OF SERVICES 4-1

 4.1 Scope of Services 4-1

 4.1.1 Mid-Connecticut Resource Recovery Facility 4-1

 4.1.2 Wallingford Resource Recovery Facility 4-3

 4.1.3 Preston Resource Recovery Facility 4-6

 4.2 Schedule 4-7

 4.2.1 Mid Connecticut Resource Recovery Facility 4-7

 4.2.2 Wallingford Resource Recovery Facility 4-7

 4.2.3 Preston Resource Recovery Facility 4-7

5.0 SUMMARY OF CONTRACT PRINCIPLES 5-1

 5.1 Services 5-1

 5.2 Term 5-1

 5.2.1 Mid-Connecticut Resource Recovery Facility 5-1

 5.2.2 Wallingford Resource Recovery Facility 5-1

 5.2.3 Preston Resource Recovery Facility 5-1

5.3	Contracting Party	5-1
5.4	Payment for Services	5-2
5.5	Indemnification.....	5-2
5.5.1	General Indemnity.....	5-2
5.5.2	Contribution and Waiver.....	5-3
5.5.3	Scope.....	5-3
5.5.4	Survival	5-3
5.6	Insurance, Performance Security, Corporate Guarantee	5-3
5.6.1	Insurance Scope and Limits.....	5-3
5.6.2	Additional Insurance Requirements	5-5
5.6.3	Performance Bond	5-6
5.6.4	Corporate Guaranty	5-7
5.7	Uncontrollable Circumstances	5-7
5.8	Default and Termination; Remedies	5-7
5.8.1	CRRA Default in Payment.....	5-7
5.8.2	Contractor Default	5-7
5.9	Compliance with Laws	5-9
5.10	Sales and Use Tax Exemption.....	5-9
5.11	Dispute Resolution.....	5-9
5.12	Governing Law.....	5-9
5.13	Campaign Contribution and Solicitation Prohibitions	5-10
5.14	Non-Discrimination	5-10
6.0	SOQ EVALUATION PROCESS AND EVALUATION CRITERIA, NEGOTIATION PROCESS	6-1
6.1	General Approach.....	6-1
6.2	Evaluation Criteria and Evaluation Process for SOQ Review	6-1
6.3	Negotiation Process with Shortlisted Proposers	6-1
6.4	Final Contract Arrangements with Preferred Proposer	6-2
6.5	Obligations of Shortlisted Proposers and Preferred Proposer	6-2
7.0	CONTENT OF SOQ AND SUBMISSION REQUIREMENTS	7-1
7.1	General Requirements.....	7-1
7.2	Contents of SOQ	7-2
7.2.1	Cover Letter.....	7-2
7.2.2	Title Page	7-3
7.2.3	Table of Contents	7-3
7.2.4	Confidentiality Statement.....	7-3

Table of Contents (continued)

FINAL

7.2.5 Executive Summary..... 7-3
7.2.6 Proposer/Team Information..... 7-4
7.2.7 Legal Structure of Proposer..... 7-5
7.2.8 Technical Qualifications and Experience..... 7-5
7.2.9 Financial Information 7-6
7.2.10 Technical Approach..... 7-8
7.2.11 Conditions of Offer..... 7-8
7.2.12 Contractor’s Certification Concerning Gifts..... 7-8
7.2.13 Bid Security 7-9
7.2.14 Appendices..... 7-9

8.0 APPENDICES 8-1

Appendix 1: Distribution List for RFQ
Appendix 2: SOQ Forms
Appendix 3: Ash Sampling & Analysis Reports
Appendix 4: Wallingford Resource Recovery Facility: Permit to Operate;
Site Drawing

Tables

Table 6-1: SOQ Evaluation Criteria..... 6-3
Table 7-1: Information to be Obtained as Part of Facility Review 7-10
for Transportation and Disposal Facilities

1.0 INTRODUCTION

The Connecticut Resources Recovery Authority (CRRRA) is seeking: transportation and disposal services for ash from the Mid-Connecticut Resource Recovery Facility located in Hartford, Connecticut, and the Wallingford Resource Recovery Facility located in Wallingford, Connecticut; and disposal services only from the Preston Resource Recovery Facility, Preston, Connecticut. There are approximately 175,000 tons per year (TPY) of ash to be transported and disposed from the Mid-Connecticut Resource Recovery Facility and approximately 45,000 TPY of ash to be transported and disposed from the Wallingford Resource Recovery Facility. There are approximately 55,000-78,000 TPY to be disposed from the Preston Resource Recovery Facility.

This Request for Qualifications (RFQ) is being sent to parties who have expressed an interest in this RFQ for transfer and disposal services. It is also being publicly advertised. The intent of the RFQ is to qualify a shortlist of companies for negotiation to be followed by selection of a company with which to enter into a contract for services. Those entities that respond to the RFQ are identified herein as Proposers. Responses to the RFQ (Statements of Qualifications (SOQs)) will be evaluated to select a shortlisted number of companies or public entities with which CRRRA will enter into contract negotiations (Shortlisted Proposers). The Shortlisted Proposer that is found most advantageous to CRRRA will be identified as the "Preferred Proposer" with whom final contract arrangements will be negotiated. The party with which CRRRA executes a contract is identified herein as the Contractor.

For the Mid-Connecticut and Wallingford Resource Recovery Facilities, CRRRA is requesting that Proposers provide both transportation and disposal services. CRRRA understands that companies may "team" with other companies or public entities to provide the requested services. CRRRA will enter into a contract with either the prime contractor being the company or public entity that provides the transportation service or the disposal service. If the transportation company is proposed as the prime contractor, then the disposal company shall also guarantee adequate disposal capacity and indemnify CRRRA against any disposal liability. Although it prefers a single contract, CRRRA will enter into separate contracts for disposal and transportation, if requested by the Proposer, and if both the transportation and disposal SOQs are presented as one submittal. To assist those Proposers that may team to provide services, an RFQ distribution list has been provided in Appendix 1.

For the Preston Resource Recovery Facility, CRRRA is requesting disposal services only.

Proposers should note that they can propose for all the facilities, or for one or more of the facilities; i.e., Mid-Connecticut, Wallingford or Preston. For those proposing on Mid-Connecticut and/or Wallingford, both transportation and disposal services are required. For Preston, only disposal services are required. CRRRA reserves the right to award one or more contracts for service.

CRRRA is seeking transportation and disposal services from the Mid-Connecticut Resource Recovery Facility since the available capacity at the landfill to which the waste is currently being directed (i.e., the Hartford Landfill) will soon be exhausted. By agreement, the

Hartford Landfill must close by December 31, 2008. For Wallingford, the current contract for ash disposal at the Putnam Landfill expires on December 31, 2008.

For the Mid-Connecticut Resource Recovery Facility, CRRA seeks transportation and disposal services starting as early as November 1, 2008, but no later than January 1, 2009, depending on the remaining landfill life at Hartford. Services are required for a three (3) year term, with the option for five, one-year renewals. For the Wallingford Resource Recovery Facility, services are to commence on January 1, 2009 and extend through June 30, 2010, with the option for five, one-year renewals.

Ash is to be picked up by the Contractor at the Mid-Connecticut Resource Recovery Facility located at Gate 40, Reserve Road in Hartford, Connecticut and for the Wallingford Resource Recovery Facility at 530 South Cherry Street in Wallingford, Connecticut. The Contractor will be responsible for providing the trucks/trailers/containers for waste transportation. Sufficient empty trucks/trailers/containers will be required to allow loading without delay.

CRRA will be responsible for “live” loading the trucks/trailers/containers at the Mid-Connecticut facility. Vehicles, trailers, and/or containers shall be removed from the Mid-Connecticut Resource Recovery Facility four days per week (Monday, Tuesday, Thursday and Friday) between 6:30 AM and 2:30 PM.

At the Wallingford Resource Recovery Facility, the Contractor shall be responsible for loading trucks/trailers/containers. A spotter must be provided at the Wallingford site 24/7 to provide for continuous loading of trucks/trailers/containers. A yard horse is also required to position trucks/trailers/containers; i.e., to move trucks to and from the ash load-out area, the scales and the staging area. Up to nine trailers can be stored on site, one in the ash loading area, one on the tip floor (back up) and seven in the facility yard. Filled trucks/trailers/containers can be stored for up to 72 hours on the site.

For both the Mid-Connecticut and Wallingford Resource Recovery Facilities, the Contractor shall be responsible for transporting ash to the disposal site and disposing of the ash.

For disposal only services for the Preston Resource Recovery Facility, the Contractor shall be responsible for disposal of the ash. Ash will be delivered by a designated contractor. CRRA seeks disposal services from January 1, 2009 and extending through December 31, 2011, with the option for five, one-year renewals.

CRRA seeks a per ton price for transportation and disposal for the Mid-Connecticut Resource Recovery Facility and the Wallingford Resource Recovery Facility and for disposal only for the Preston Resource Recovery Facility, subject to adjustment as described in this RFQ.

CRRA is not obligated to select the lowest priced Proposal, and will consider other factors in addition to price, such as the qualifications of the Proposer, the strength of the technical approach and conformance to key terms and conditions of the contract (Section 5 – Contract Principles) when evaluating SOQs, to select Shortlisted Proposers for contract negotiations and in choosing the Preferred Proposer. It is CRRA’s intent to shortlist several

Proposers with which to negotiate technical and price terms and one or more Proposers with which to conclude contract arrangements.

Assisting CRRA in this procurement process is Alternative Resources, Inc. (ARI), procurement advisor and Halloran & Sage LLP (H&S) as legal counsel.

SOQs must be submitted to CRRA by 4:00 PM, local time, on March 18, 2007. Late SOQs will not be accepted.

There will not be a “Pre-SOQ Information Meeting”; however, Proposers are invited to visit the facilities. Questions concerning this RFQ shall be directed to Ron Gingerich, at CRRA, 860-757-7703, rginerich@crra.org, or Jim Binder at Alternative Resources, Inc., 978-371-2054, jbinder@alt-res.com. Appointments for visiting the Mid-Connecticut Resource Recovery Facility and the Wallingford Resource Recovery Facility can be made through John Romano at CRRA, 860-757-7760 (860-250-2606 cell), jromano@crra.org. Requests for visiting the Preston Resource Recovery Facility can be made through Jerry Tyminski, 860-887-9643, jtyminski@scrrra.org.

The contents of this RFQ include:

- Section 2: Description of Ash Quantity, Characteristics and Handling Practices
- Section 3: Procurement Process and Schedule
- Section 4: Scope and Schedule of Services
- Section 5: Summary of Contract Principles
- Section 6: SOQ Evaluation Process and Evaluation Criteria, Negotiation Process
- Section 7: Instructions to Proposers regarding Content of SOQs and Submission Requirements
- Section 8: Appendices (Distribution List for RFQ, SOQ Forms, and relevant background information on ash characteristics)

2.0 DESCRIPTION OF ASH QUANTITY, CHARACTERISTICS AND HANDLING PRACTICES

2.1 Ash Quantity

Estimated quantities of ash for each resource recovery facility are as follows:

- Mid-Connecticut – 175,000 TPY
- Wallingford – 45,000 TPY
- Preston – 55,000-78,000 TPY

2.2 Ash Characteristics

Ash Characteristics are described in the reports included in Appendix C to this RFQ. Testing of the ash has determined that it is not a hazardous waste.

It should be noted that the Mid-Connecticut Resource Recovery Facility utilizes a refuse-derived fuel combustion technology. Both the Wallingford and Preston Resource Recovery Facilities utilize mass burn combustion technology.

2.3 Ash Handling Practices

- Mid-Connecticut

Ash loading services at the Mid-Connecticut Facility are provided by the Metropolitan District Commission. Vehicles are loaded with ash using a front end loader. After vehicles have been loaded with ash, container lids or covers are secured in place. Vehicles loaded with ash are required to drive through a truck washing station prior to exiting the facility. CRRA is in the process of modifying the ash load-out area to accommodate transfer trailers and adding a new, dedicated scale.

- Wallingford

The facility is equipped with two (2) load-out chutes that discharge ash residue directly into leak proof trailers. Trailers are continuously processed to accept ash from the facility directly from the feed chutes on a twenty-four (24) hours per day, seven (7) days per week basis. In addition to the one (1) trailer being used to load-out ash, sufficient space on the site is available for storage of one trailer in the tip floor area (back up) and seven trailers on site. See Appendix D, Site Drawing for the location of these areas. Container lids or covers are securely locked in position prior to the vehicles departing the ash loading area of the facility. Incoming empty trailers and out-going trailers loaded with ash are weighed at the facility scale.

3.0 PROCUREMENT PROCESS AND SCHEDULE

3.1 Information Provided by CRRRA

Proposers are solely responsible for conducting their own independent research, due diligence, or other work necessary for the preparation of SOQs, negotiation of contract terms and the subsequent delivery of services pursuant to any contract(s). CRRRA takes no responsibility for the completeness or the accuracy of any information presented in the RFQ or otherwise distributed or made available during this procurement process or during the term of any resulting contract. Proposers should not rely on any oral statement made by CRRRA or its agents, consultants or advisors in the preparation of the Proposer's response to this RFQ.

Should a Proposer find discrepancies in, or omissions from, this RFQ and related documents, or should a Proposer be in doubt as to meaning, the Proposer should immediately notify CRRRA, copying ARI on such notice, and, if the point in question is not clearly set forth, a written addendum will be mailed or delivered to each party obtaining an RFQ. Each party requesting an interpretation will be responsible for the delivery of such requests in writing to CRRRA, with a copy to ARI. CRRRA will not be bound by, nor responsible for, any explanation or interpretation of the documents associated with this procurement other than those given in writing as set forth in this paragraph and Section 3.9.

Before submitting a SOQ, Proposers are encouraged to visit the facilities to ascertain by inspection pertinent local conditions of the site, the condition of facilities, and any other items which may be pertinent to the Proposer's submittal. See Section 3.8 for instructions for arranging an appointment.

3.2 CRRRA Rights and Disclaimers

CRRRA may investigate the qualifications of any Proposer under consideration (including proposed subcontractors and parties otherwise related to the Proposer), require confirmation of information furnished by a Proposer, require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFQ or subsequent negotiations, or visit facilities proposed to be used for delivery of services.

CRRRA reserves the right, in its sole and absolute discretion, to:

- reject any or all SOQs, in whole or in part;
- determine which Proposers are responsible and responsive to this RFQ;
- issue subsequent RFQs;
- cancel or modify this RFQ or the associated procurement schedule;
- appoint an evaluation committee to review SOQs and subsequent information provided and utilize the assistance of outside professionals in such evaluation;

- disclose information contained in the SOQs to the public, subject to confidentiality statutes;
- approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
- request clarifications of SOQs and additional information from Proposers throughout the evaluation process;
- interview and hold discussions with any Proposers at any time after receipt of SOQs and before the signing of a legally binding contract;
- enter into a final contract with terms that vary from the terms set forth in this RFQ;
- evaluate SOQs in terms of the best interests of CRRRA, applying criteria provided in the RFQ;
- accept other than the lowest negotiated price based upon an evaluation of other aspects;
- waive minor informalities in any SOQ or subsequent information provided;
- visit and examine any of the facilities referenced in any SOQ and others owned, operated, and/or built by the Proposer to observe and inspect the operations at such facilities;
- prepare and issue such amendments and/or addenda to this RFQ prior to the date of submission of the SOQs, including the postponement or change for the date of receipt of SOQs or any other deadlines and dates specified in the RFQ;
- receive questions concerning this RFQ from Proposers and to provide such questions, and CRRRA's responses, to all Proposers;
- take any action affecting the RFQ process or subsequent negotiations, or the requested services and terms subject to this RFQ that would be in the best interest of CRRRA;
- require a guarantee of the service contract by the Proposer, and if financial resources of the Proposer are not sufficient to provide security to CRRRA's satisfaction, require another form of guarantee or security in form and content acceptable to CRRRA; and
- conduct contract negotiations with one or more Proposers.

This RFQ does not commit CRRRA to enter into a service contract(s), nor does it obligate CRRRA under any circumstances to pay for any costs incurred in: the preparation and submission of SOQs or subsequent information provided; for site visits, demonstrations, interviews; for the preparation of responses to questions and requests for additional information; for contract discussions or negotiations; or for anything in any way related to this procurement. In submitting a SOQ, the Proposer (including all related parties) disclaims and voluntarily and knowingly waives any and all rights to reimbursement for any such costs.

3.3 Schedule

CRRA anticipates the following schedule:

Issue RFQ	By February 1, 2008
Scheduled Site Visits by Proposers	By Appointment
Latest Date for Receipt of Questions on the RFQ	March 7, 2008
SOQ Due Date	March 18, 2008, 4:00 PM local time
Proposer Interviews (if required)	April 15, 16, 2008
Complete Evaluation/Notice of Selection of Shortlisted Proposers	April 30, 2008
Negotiations with Shortlisted Proposers	May 1 – June 6, 2008
Finalize Contract Arrangements with Preferred Proposer	June 30, 2008
Contract Award (Approved by CRRA Board of Directors)	July 2008
Initiate Service (Commencement Date)	

- Mid-Connecticut Resource Recovery Facility – as early as November 1, 2008, no later than January 1, 2009
- Wallingford Resource Recovery Facility and Preston Resource Recovery Facility – January 1, 2009

3.4 Submittal of SOQs

SOQs must be received by CRRA by 4:00 PM on March 18, 2008 (SOQ Due Date). SOQs received after that time will not be accepted. See SOQ submittal requirements in Section 7, for instructions on preparing and submitting SOQs.

There will be no public opening of SOQs.

Before the SOQ Due Date, a Proposer may correct or modify the SOQ by written notice received by CRRA. After the SOQ Due Date, CRRA may waive minor informalities or allow the Proposer to correct such informalities. If a mistake is clearly evident on the face of the SOQ, CRRA shall correct the mistake and so notify the Proposer in writing, and the Proposer may not withdraw the SOQ. A Proposer may withdraw a SOQ if a mistake is clearly evident on the face of the SOQ but the intended correction is not similarly evident.

During this procurement and contract negotiations Proposers shall not contact any officer, employee, agent or representative of or consultant or advisor to CRRA or of the Mid-Connecticut or Wallingford Resource Recovery Facilities or the Preston Resource Recovery Facility, except as provided for herein.

3.5 No CRRA Liability

Neither CRRA, its staff, representatives, agents nor any of its consultants or advisors will be liable for any claims or damages resulting from the solicitation, collection, review or evaluation of responses to this RFQ.

3.6 Withdrawal from Procurement Process

A Proposer may withdraw a SOQ prior to the SOQ Due Date provided that a written request to withdraw the SOQ is hand delivered to CRRRA, by or on behalf of an authorized representative of the Proposer, or the request is delivered by certified mail.

3.7 Record of SOQs

All SOQs will become the property of CRRRA and will not be returned. CRRRA will use its best efforts to prevent the unauthorized disclosure of proprietary information, provided same is properly identified in accordance herewith. In no event will CRRRA assume liability for any loss, damage or injury which may result from any disclosure or use of marked data.

3.8 Access to Information and Facilities Inspections

CRRRA has included as appended material information relative to this procurement. Information included with this RFQ, and in appended documents enclosed with the RFQ, is provided solely for the convenience of the Proposers, and CRRRA bears no responsibility for the completeness or the accuracy of any information made available.

Proposers are encouraged to inspect facilities identified in this RFQ. Requests for appointments to visit the sites shall be made through:

Mid-Connecticut Resource Recovery Facility

John Romano
Connecticut Resources Recovery Authority
211 Murphy Road
Hartford, CT 06114
860-757-7760
860-250-2606 (cell)
jromano@crra.org

Wallingford Resource Recovery Facility

John Romano
Connecticut Resources Recovery Authority
211 Murphy Road
Hartford, CT 06114
860-757-7760
860-250-2606 (cell)
jromano@crra.org

Preston Resource Recovery Facility

Jerry Tyminski, Executive Director
Southeast Connecticut Regional Resources Recovery Authority (SCRRA)
132 Military Highway
Preston, CT 06365
860-887-9643
jtyminski@scrarra.org

Failure to review information or visit the site or facilities shall not relieve the Proposer or ultimately the Contractor from the necessity of furnishing any materials, equipment, or services required by this RFQ.

3.9 Communications, Questions and Addenda

All communications and questions regarding this RFQ shall be submitted in writing by letter, fax or email to:

Ron Gingerich
Manager of Environmental Compliance
Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103
Phone: 860-757-7703
Fax: 860-757-7742
rgingerich@crra.org

with a copy to:

James J. Binder
Principal
Alternative Resources, Inc.
1732 Main Street
Concord, MA 01742
Phone: 978-371-2054
Fax: 978-371-7269
jbinder@alt-res.com

No communications with any other person, except as otherwise identified in this RFQ, are allowed under this procurement. Proposers can submit all communications and questions electronically, with follow-up by "hard copy" by fax or mailed to the contacts above. The latest date for receipt of questions on the RFQ is March 7, 2008. Responses will be issued as addenda to the RFQ. Addenda to the RFQ will also be posted on CRRA's website.

3.10 Period of Acceptance and Bid Bond Requirements

All SOQs must remain valid for a minimum period of one-hundred eighty (180) days after the SOQ Due Date. SOQs may not be modified or withdrawn by the Proposer during this period of time unless prior written permission is granted by CRRA.

A Bid Bond in the amount of \$100,000 (or a cashier's check or certified check in that amount payable to the Connecticut Resources Recovery Authority) shall accompany the SOQ. Unapproved withdrawal of a SOQ or from subsequent negotiations will result in forfeiture of the Bid Bond or alternative security.

4.0 SCOPE AND SCHEDULE FOR SERVICES

Proposers should note that they can propose for all the facilities, or for one or more of the facilities; i.e., Mid-Connecticut, Wallingford or Preston. For those proposing on Mid-Connecticut and/or Wallingford, both transportation and disposal services are required. For Preston, only disposal services are required. CRRA reserves the right to award one or more contracts for service.

4.1 Scope of Services

4.1.1 Mid-Connecticut Resource Recovery Facility

The Contractor shall provide for the transportation and disposal of ash in accordance with applicable law and Contract requirements. Although CRRA will not require that ash be disposed in an ash monofill unless required by applicable law, disposal must be done at a minimum, in a Subtitle D permitted landfill, which has a synthetic-base liner, leachate collection and treatment and groundwater monitoring. Ash must be disposed in such a landfill or used as daily cover at such a landfill. Services shall include:

- The Contractor shall furnish all labor, administrative services, materials, utilities, fuel, supplies, tools, equipment, parts, facilities, and any other property necessary to provide the services.
- The Contractor shall be responsible for securing and maintaining all necessary or required local, state and federal registrations, permits, licenses, certificates, and approvals necessary for the Contractor to perform the services.
- The Contractor shall own, lease or otherwise provide sufficient equipment, including transport vehicles and trailers and containers, necessary to perform the transportation and disposal services. Trailers and/or containers must be capable of being top loaded. Trailers/containers are to be provided with tarp covers. The Contractor shall operate, maintain and repair all equipment in accordance with manufacturer's specifications.
- The Contractor shall provide all personnel necessary to properly perform its duties. All Contractor personnel engaged in the performance of services shall be properly trained, equipped with the requisite safety equipment and properly licensed to perform the assigned services. All personnel used by the Contractor shall be competent and skilled in the performance of the duties to which they are assigned. Contractor personnel shall cooperate fully and comply with all applicable laws, regulations, rules, policies and procedures, including safety procedures at CRRA facilities.
- The Contractor shall pick up ash at the Mid-Connecticut Resource Recovery Facility in Hartford. The Contractor is not responsible for loading ash into

trucks/trailers/containers. Trucks/trailers/containers will be “live loaded” by the operator of the facility.

The Contractor shall be responsible for providing sufficient empty trucks/trailers/containers at the Projects’ sites to provide for continuous loading (by the Project operator) of ash, 24 hours per day, 7 days per week. Loaded trucks/trailers/containers must be removed from the facility immediately after loading. Ash is to be picked up between the hours of 6:30 AM to 2:30 PM on Monday, Tuesday, Thursday and Friday.

- The Contractor shall be required to weigh-in or establish a tare weight based on vehicle identification at the dedicated scale house which will be operated by CRRA personnel. The Contractor is responsible for weigh-out at the dedicated scale house when leaving the site. If the vehicle and trailer tare weights are not established by the Contractor, the Contractor’s vehicle shall be required to weigh-in and weigh-out. There will be one 70 foot by 12 foot dedicated scale. Contractor’s vehicles must conform to the scale dimensions at the facility. The scales will be certified, at least annually by CRRA, in accordance with the standards set by applicable law. The Contractor may have its representatives present at the facility at any time to observe and verify the accuracy of the weighing of ash. During any period when there are no certified scales in operation at the Projects, the Contractor shall be required to perform off-site weighing at a certified scale designated by CRRA.
- The Contractor shall be properly authorized by the U.S. Department of Transportation and Connecticut DOT to provide ash transportation services and shall have proper permits and licenses. (Contractors should note that State of Connecticut DOT over the road weight limits up to a maximum of 80,000 pounds are dependent on the type of truck and trailer. It is the responsibility of the Proposer to verify weight limits for the types of trucks and trailers proposed to be used.) All drivers shall be eighteen (18) years of age or older. All drivers shall ensure trailers/containers are properly secured and covered prior to departure.
- The Contractor shall be responsible for the safe transportation and delivery of ash from pick up to the disposal location, in compliance with applicable law and regulations. Should ash be “spilled” in transit as a result of an accident or for any reason during its transport to the disposal facility, the Contractor shall be responsible for all clean up, remediation, if required, and disposal.
- At the disposal location, the Contractor shall obtain a receipt showing that the load has been delivered and the weight of the delivered load. All shipping documents and delivery receipts, including load weights for such loads, shall be delivered to CRRA.
- The Contractor shall accept and dispose of ash at the disposal facility. The Contractor must have and maintain sufficient capacity for the disposal of ash during the term of the contract. The Contractor shall possess and maintain all

necessary permits, licenses and approvals to maintain such capacity. The Contractor shall comply with applicable laws and regulations that pertain to the ownership, design, construction, and operation of the disposal facility.

- The Contractor shall promptly notify CRRA of any notices of violation, citations, suites, regulatory proceedings, prosecutions, received by or commenced against the Contractor or its authorized subcontractors in connection with the performance of its obligations. The Contractor also shall immediately notify CRRA of motor vehicle accidents in which the Contractor or its authorized subcontractors are involved in the performance of the Contractor's obligations.

4.1.2 Wallingford Resource Recovery Facility

The Contractor shall provide for the transportation and disposal of ash in accordance with applicable law and Contract requirements. Although CRRA will not require that ash be disposed in an ash monofill unless required by applicable law, disposal must be done at a minimum, in a Subtitle D permitted landfill, which has a synthetic-base liner, leachate collection and treatment and groundwater monitoring. Ash must be disposed in such a landfill or used as daily cover at such a landfill. Services shall include:

- The Contractor shall furnish all labor, administrative services, materials, utilities, fuel, supplies, tools, equipment, parts, facilities, and any other property necessary to provide the services.
- The Contractor shall be responsible for securing and maintaining all necessary or required local, state and federal registrations, permits, licenses, certificates, and approvals necessary for the Contractor to perform the services.
- The Contractor shall own, lease or otherwise provide sufficient equipment, including transport vehicles and trailers and containers, necessary to perform the transportation and disposal services. Trailers and/or containers must be capable of being top loaded. Trailers/containers are to be provided with tarp covers. The Contractor shall operate, maintain and repair all equipment in accordance with manufacturer's specifications.
- The Contractor shall provide all personnel necessary to properly perform its duties. All Contractor personnel engaged in the performance of services shall be properly trained, equipped with the requisite safety equipment and properly licensed to perform the assigned services. All personnel used by the Contractor shall be competent and skilled in the performance of the duties to which they are assigned. Contractor personnel shall cooperate fully and comply with all applicable laws, regulations, rules, policies and procedures, including safety procedures at CRRA facilities.

- The Contractor shall pick up ash at the Wallingford Resource Recovery Facility in Wallingford. The Contractor is responsible for loading ash into its trucks/trailers/containers. Trucks/trailers/containers will be “live loaded” by the Contractor.

The Contractor shall be responsible for providing sufficient empty trucks/trailers/containers at the site to provide for continuous loading of ash, 24 hours per day, 7 days per week. Empty and/or loaded trucks/trailers/containers may be stored on site, but only in accordance with permit conditions and site space limitations. There is space for one trailer in the ash load-out area, one trailer (back up) on the tip floor, and for seven trailers outside on site. Loaded trailers shall not be stored on site for more than 72 hours. See Exhibit 4 for a copy of the permit and site drawing.

- The Contractor shall continuously position equipment to accept ash from the facility directly from the ash residue load-out chute into the Contractor’s trailers on a twenty-four (24) hours per day, seven (7) days per week basis, and as needed or necessary so as not to impair the efficient and effective operation of the facility and the facility’s ash load-out area.
- The Contractor shall provide the services hereunder twenty-four (24) hours a day, seven (7) days a week and for each day of each Operating Year during the term of this Agreement
- After ash has been loaded into the Contractor’s trailers, the Contractor shall securely replace container lids or covers in the locked position prior to the vehicles departing the ash loading area of the facility.
- Each of the Contractor’s incoming empty trailers, and each of the Contractor’s out-going trailers loaded with ash, shall be weighed at the facility scale. The amount of ash provided to the Contractor at the facility shall be determined by certified scales at the facility. The scales are operated and maintained by the site operator and shall at least annually be certified as accurate in accordance with the standards set by Applicable Laws. CRRA shall cause the operator to provide the Contractor’s drivers with weight tickets from the certified scales at the facility for all ash provided to the Contractor. The Contractor may have its representatives present at the facility at any time to observe and verify the accuracy of the weighing of ash in accordance with the provisions of this paragraph. During any period when there are no certified scales in operation at the facility, CRRA will require the Contractor to perform off-site weighing of ash loads at a certified scale designated by CRRA.
- The Contractor’s vehicles must conform to the facility’s scale dimension of 70’ x 12’.
- The Contractor’s personnel shall cooperate fully and comply with all facility rules, regulations, policies and procedures, including the facility operator’s safety procedures attached hereto and made a part hereof.

- The Contractor shall be responsible for securing and maintaining all necessary or required local, state and federal registrations, permits, licenses, certificates, and approvals necessary for the Contractor to perform the services described in this Agreement for the term of this Agreement including any extensions thereto.
- The Contractor shall comply with all Applicable Laws in the performance of its obligations under this Agreement. The Contractor shall promptly notify CRRA of any notices of violation, citations, suits, regulatory proceedings, prosecutions received by or commenced against the Contractor or its authorized subcontractors in connection with the performance of its obligations under this Agreement. The Contractor also shall immediately notify CRRA of motor vehicle accidents in which the Contractor or its authorized subcontractors are involved in the performance of the Contractor's obligations under this Agreement.
- Using the ash scales located beneath the ash load-out chutes, the Contractor personnel shall monitor the loading of each ash hauling vehicle in a manner so as not to exceed State of Connecticut laws and regulations governing the maximum road for the Contractor vehicles used for the transportation of ash.
- The Contractor must be available to provide transport services 7 days a week, 365 days per year.
- The Contractor shall be properly authorized by the U.S. Department of Transportation and Connecticut DOT to provide ash transportation services and shall have proper permits and licenses. (Contractors should note that State of Connecticut DOT over the road weight limits up to a maximum of 80,000 pounds are dependent on the type of truck and trailer. It is the responsibility of the Proposer to verify weight limits for the types of trucks and trailers proposed to be used.) All drivers shall be eighteen (18) years of age or older. All drivers shall ensure trailers/containers are properly secured and covered prior to departure.
- The Contractor shall be responsible for the safe transportation and delivery of ash from pick up to the disposal location, in compliance with applicable law and regulations. Should ash be "spilled" in transit as a result of an accident or for any reason during its transport to the disposal facility, the Contractor shall be responsible for all clean up, remediation, if required, and disposal.
- At the disposal location, the Contractor shall obtain a receipt showing that the load has been delivered and the weight of the delivered load. All shipping documents and delivery receipts, including load weights for such loads, shall be delivered to CRRA.
- The Contractor shall accept and dispose of ash at the disposal facility. The Contractor must have and maintain sufficient capacity for the disposal of ash during the term of the contract. The Contractor shall possess and maintain all

necessary permits, licenses and approvals to maintain such capacity. The Contractor shall comply with applicable laws and regulations that pertain to the ownership, design, construction, and operation of the disposal facility.

- The Contractor shall promptly notify CRRA of any notices of violation, citations, suites, regulatory proceedings, prosecutions, received by or commenced against the Contractor or its authorized subcontractors in connection with the performance of its obligations. The Contractor also shall immediately notify CRRA of motor vehicle accidents in which the Contractor or its authorized subcontractors are involved in the performance of the Contractor's obligations.

4.1.3 Preston Resource Recovery Facility

The Contractor shall provide for the disposal of ash in accordance with applicable law and contract requirements. Although CRRA will not require that ash be disposed in an ash monofill unless required by applicable law, disposal must be done, at a minimum, in a landfill meeting Subtitle D requirements, including a synthetic-base liner, leachate collection and treatment and groundwater monitoring. Ash must be disposed in such a landfill or used as daily cover at such a landfill. Services shall include:

- The Contractor shall furnish all labor, administrative services, materials, utilities, fuel, supplies, tools, equipment, parts, facilities, and any other property necessary to provide the services.
- The Contractor shall be responsible for securing and maintaining all necessary or required local, state and federal registrations, permits, licenses, certificates, and approvals necessary for the Contractor to perform the services.
- The Contractor shall own, lease or otherwise provide sufficient equipment necessary to perform the disposal services. The Contractor shall operate, maintain and repair all equipment in accordance with manufacturer's specifications.
- The Contractor shall provide all personnel necessary to properly perform its duties. All Contractor personnel engaged in the performance of services shall be properly trained, equipped with the requisite safety equipment and properly licensed to perform the assigned services. All personnel used by the Contractor shall be competent and skilled in the performance of the duties to which they are assigned. Contractor personnel shall cooperate fully and comply with all applicable laws, regulations, rules, policies and procedures.
- Loads shall be weighed by the operator of the facility. At the disposal location, the Contractor shall obtain a receipt showing that the load has been delivered and the weight of the delivered load. All shipping documents and

delivery receipts, including load weights for such loads, shall be delivered to CRRRA.

- The Contractor shall accept and dispose of ash at the disposal facility. The Contractor must have and maintain sufficient capacity for the disposal of ash during the term of the contract. The Contractor shall possess and maintain all necessary permits, licenses and approvals to maintain such capacity. The Contractor shall comply with applicable laws and regulations that pertain to the ownership, design, construction, and operation of the disposal facility.
- The Contractor shall promptly notify CRRRA of any notices of violation, citations, suites, regulatory proceedings, prosecutions, received by or commenced against the Contractor or its authorized subcontractors in connection with the performance of its obligations.

4.2 Schedule

The proposed schedules for service are described below. CRRRA reserves the right to modify said schedules.

4.2.1 Mid-Connecticut Resource Recovery Facility

Services shall commence as early as November 1, 2008, but no later than January 1, 2009, and be provided for three years. There shall be an option for five, one-year renewals.

4.2.2 Wallingford Resource Recovery Facility

Services shall commence on January 1, 2009, and be provided through June 30, 2010. There shall be an option for five, one-year renewals.

4.2.3 Preston Resource Recovery Facility

Services shall commence on January 1, 2009, and be provided through December 31, 2011. There shall be an option for five, one-year renewals.

5.0 SUMMARY OF CONTRACT PRINCIPLES

This Section of the RFQ describes key business and contract terms upon which CRRA will negotiate a contract for services. CRRA reserves the right to revise or add to these terms. It is anticipated that these terms will be the subject of negotiations with the Shortlisted Proposers. However, conformance with these key terms is of importance to CRRA and will be one of the criteria used to evaluate SOQs.

5.1 Services

Services are to include transportation and disposal of ash from the Mid-Connecticut Resource Recovery Facility and the Wallingford Resource Recovery Facility and disposal of ash from the Preston Resource Recovery Facility. These services are further described in Section 4 of this RFQ.

5.2 Term

The proposed schedules for service are described below. CRRA reserves the right to modify said schedules.

5.2.1 Mid-Connecticut Resource Recovery Facility

Services shall commence as early as November 1, 2008, but no later than January 1, 2009, and be provided for three years. There shall be an option for five, one-year renewals.

5.2.2 Wallingford Resource Recovery Facility

Services shall commence on January 1, 2009, and be provided through June 30, 2010. There shall be an option for five, one-year renewals.

5.2.3 Preston Resource Recovery Facility

Services shall commence on January 1, 2009, and be provided through December 31, 2011. There shall be an option for five, one-year renewals.

5.3 Contracting Party

For the Mid-Connecticut and Wallingford Resource Recovery Facilities, CRRA recognizes that companies may “team” with other companies or public entities to provide the requested services. CRRA will enter into a contract with the prime contractor being the transportation company or the disposal company. If the company providing transportation services is the prime contractor, the disposal company will also be responsible by contract to CRRA for providing disposal services should the transportation company not perform its services. In so doing, the disposal company would be responsible for guaranteeing disposal capacity over the term of the contract and would indemnify CRRA against any claims associated with disposal of CRRA ash.

Although it prefers a single contract, CRRA will enter into separate contracts for transportation and disposal, if requested by the Proposer, and if both the transportation and disposal services are presented in one SOQ.

CRRA expects to enter into a disposal contract with one party for the Preston Resource Recovery Facility.

5.4 Payment for Services

Equal monthly payments will be made based on an Annual Service Fee (based on a cost per ton) to be negotiated with CRRA. Once negotiated, the Annual Service Fee will be fixed, with the exception of an allowance for a Fuel Surcharge for transportation services based on a prescribed index. Relief for Uncontrollable Circumstances will also be afforded the Contractor.

5.5 Indemnification

5.5.1 General Indemnity

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

Contractor shall be liable for, and indemnify CRRA for, any environmental contamination or violations of any Environmental Laws caused by or resulting from the performance of the Services provided for in the Agreement by Contractor or its agents.

Should the transportation company be the prime contractor, then the disposal company shall also guarantee disposal capacity and indemnify CRRA against any disposal liability.

5.5.2 Contribution and Waiver

Contractor shall also indemnify, defend and hold harmless, and hereby waives any claim for contribution against CRRA and/or any of its directors, officers, agents and employees, for any Environmental Claim arising in whole or in part from the

performance under the Agreement by Contractor, or any of its directors, officers, agents, employees, subcontractors, representatives or partners, irrespective of whether such performance is negligent or willful or breaches any term or provision of the Agreement.

5.5.3 Scope

For purposes of Subsections 5.5.1 and 5.5.2 above, (i) the term Contractor shall mean and include Contractor, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners, and (ii) the term CRRA shall mean and include Operator, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners.

5.5.4 Survival

The indemnities contained in this Section 5.5 of the Agreement shall survive the cancellation, expiration or termination of the Agreement.

5.6 Insurance, Performance Security, Corporate Guarantee

5.6.1 Insurance Scope and Limits

At all times during the term of the Agreement, Contractor shall, at its sole cost and expense, procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder performed by the Contractor, its agents, employees or subcontractors.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by Insurance Services Office (occurrence, CG 0001).
2. Automobile Liability insurance as specified by Insurance Services Office, form number CA 0001, Symbol 1 (any auto) and with an MCS 90 endorsement and a CA 9948 endorsement attached.
3. Workers Compensation insurance as required by the state in which work is being done and Employers Liability insurance.
4. Pollution Legal Liability

The Contractor must furnish a certificate of insurance for Pollution Legal Liability with coverage for losses that arise from performance of services for:

- a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

- b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- c. defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

(b) Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- 1. General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or another equivalent coverage form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the services provided under the Agreement or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.
- 3. Workers' compensation: Statutory limits.
- 4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 5. Pollution Legal Liability: \$4,000,000 per loss/\$8,000,000 annual aggregate.

5.6.2 Additional Insurance Requirements

(a) Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CRRA. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Contractor shall pay such deductible or self-insured retention.

(b) Other Insurance Provisions. All policies are to contain, or be endorsed to contain, the following provisions:

1. CRRA, its subsidiaries, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to CRRA, its subsidiaries, officials and employees. The Contractor also agrees to notify CRRA thirty (30) days in advance of any cancellation or change to insurance coverages shown on the certificate. The policies shall also include a standard severability of interest clause and hold CRRA free and harmless from all subrogation rights of any insurer.
2. For any claims related to the services provided under the Agreement, the Contractor's and any subcontractor's insurance coverage shall be primary insurance as respects CRRA, its subsidiaries, officials and employees. No contributions are permitted from any insurance or self-insurance maintained by CRRA, its subsidiaries, officials and employees.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, changed, modified, altered, non-renewed or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CRRA.
5. If any of the aforementioned insurance policies are written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three years beginning from the time the Services under the Agreement are completed.

(c) Acceptability of Insurance. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A- VII, and who are licensed to do business in Connecticut, unless otherwise approved by CRRA.

(d) Verification of Coverage. Upon the execution of the Agreement and, at any time during the term hereof, Contractor shall furnish CRRA with copies of the original endorsements affecting the coverage required by this specification. A certificate of coverage is also required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by CRRA before work commences. CRRA may, at its option, request copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.6.3 Performance Bond or Letter of Credit [CRRA?]

Upon Contractor's execution of the Agreement, Contractor shall furnish CRRA with a performance bond (the "Bond") or Letter of Credit (LOC) in the amount of the value of six (6) months of the annual price of Services.

The Bond shall be a form as described in SOQ Form 10 and shall be issued and executed by a surety acceptable to CRRA. Contractor shall maintain the Bond in full force and effect during the term of the Agreement. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Bond, Contractor notifies CRRA by registered mail that the surety of the Bond elects not to renew such Bond. Failure to maintain or renew the Bond under the aforesaid terms shall constitute a default by Contractor under Section 5.8.2 herein. If the surety on the Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Bond due to no fault of Contractor, Contractor shall immediately substitute another bond and surety, subject to the requirements set forth in this Section 5.6.3. In the event Contractor fails to perform any of its obligations under the Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under the Bond.

Should a Letter of Credit be utilized, it should conform to the requirements in SOQ Form 11.

5.6.4 Corporate Guaranty

Contractor shall furnish CRRA with and maintain in full force and effect during the term of the Agreement a corporate guaranty from an entity CRRA, in its sole discretion, deems to be adequately capitalized, which guaranty shall be in a form acceptable to CRRA and as described in SOQ Form 9. If CRRA, in its sole discretion, determines that Contractor is not sufficiently capitalized to discharge its obligations hereunder, CRRA may require Contractor to provide, in addition to the corporate guaranty, a parent guaranty from an entity CRRA, in its sole discretion, deems to be adequately capitalized. In the event Contractor fails to perform any of its obligations under the Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under the Agreement against the Guarantor.

5.7 Uncontrollable Circumstances

In the event either party is rendered unable, wholly or in part, by an Uncontrollable Circumstance, to carry out any of its obligations under the Agreement, then the obligations of such party, to the extent affected by such an Uncontrollable Circumstance and to the extent that such party is using its best efforts to mitigate damages caused by such Uncontrollable Circumstance and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused by the Uncontrollable Circumstance but for no longer period. In the event that either party is unable to perform due to an Uncontrollable Circumstance for a period of ninety (90) days or more, the other party may terminate the Agreement in accordance with terms to be specified in the Agreement.

5.8 Default and Termination; Remedies

5.8.1 CRRA Default in Payment

In the event CRRA defaults in the payment of any sum when due hereunder, unless such default is cured within thirty (30) days after CRRA's receipt of written notice thereof from Contractor, Contractor may terminate the Agreement by written notice to CRRA of such intention.

5.8.2 Contractor Default

The occurrence of any of the following events shall constitute a "Contractor Default":

- (a) Contractor fails to provide constant daily Services as required by the Agreement which disrupts the continuous loading or transport and disposal of Acceptable Waste by Contractor as required hereunder;
- (b) Contractor fails to maintain its insurance as required;
- (c) Contractor fails to maintain any Permits, licenses or approvals issued by any Governmental Authority for the continued use and operation of the Designated Landfill or to provide transportation services (Mid-Connecticut and Wallingford Resource Recovery Facilities only) under the Agreement;
- (d) Contractor fails to perform any other obligations or covenants under the Agreement and such failure shall continue for thirty (30) days after the date Contractor receives notice from CRRA of such failure, provided that, subject to the prior approval of CRRA, in the case of any matter that is not reasonably susceptible to cure within such thirty (30) day period, such cure period may be extended for such additional time as may be reasonably necessary to complete such cure with diligence, not to exceed ninety (90) days in total, or Contractor fails to perform any such obligations or covenants more than twice within any ninety

(90) day period, regardless of whether such failures are cured within any applicable notice and cure period;

- (e) Contractor breaches any representation or warranty referred to herein or elsewhere in the Agreement;
- (f) Contractor or CRRA receives notice that the landfill is placed on the National Priorities list, CERCLIS, or other similar federal or state list; or
- (g) Contractor commits an Act of Bankruptcy.

Upon the occurrence of a Contractor Default, CRRA shall have the right, but not the obligation, to (1) immediately cure such failure causing such disruption, and Contractor shall reimburse CRRA for any and all actual damages, including, but not limited to, the amount by which the actual costs of transportation and disposal incurred by CRRA exceeds the Fees provided under the Agreement, attorneys fees, consultant cost and fees, surcharges or other fees and expenses incurred by CRRA in taking such curative action within thirty (30) days after the receipt by Contractor of an invoice from CRRA for such actual damages; (2) terminate the Agreement by written notice to Contractor of such intention and/or pursue any and all other rights and/or remedies that CRRA may have against Contractor at law or in equity; and/or (3) seek to enforce the terms and covenants contained herein through specific performance or other such equitable relief as may be decreed or ordered or injunctive relief by a court of competent jurisdiction in addition to all other rights and remedies available at law, equity, or provided for in the Agreement. **[CRRA reserves the right to include liquidated damages].**

All of the rights of CRRA hereunder shall be cumulative and may be exercised singly, together, or in such combination or order as CRRA may determine from time to time in its sole discretion. The exercise of any remedy hereunder shall not prohibit the exercise of other remedies available to CRRA under the Agreement or provided by law. CRRA's delay or failure to exercise any of its rights or powers contained herein shall not impair such rights or powers or be construed as a waiver of such remedies.

Any payment obligations of Contractor under this Section 5.8.2 shall survive the cancellation, expiration, interruption or termination of the Agreement.

5.9 Compliance with Laws

Each party agrees that in the performance of its respective obligations hereunder, it will, and in the case of Contractor, Contractor will require its subcontractors to, qualify under, and comply with any and all applicable laws now in force and which may hereafter, during the term of the Agreement, be passed and become effective, applicable to it and its employees performing said obligations.

5.10 Sales and Use Tax Exemption

Under Section 22a-270 of the Connecticut General Statutes, CRRA has an exemption from all Connecticut State taxes and the payment thereof. Without limiting the scope of the preceding sentence, pursuant to Section 12-412(92) of the Connecticut General Statutes, the sale of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut State sales and use tax. Accordingly, Contractor hereby represents that no Connecticut State tax is included in the Service Fees, and Contractor shall not charge or pass through any such tax to CRRA, regardless of whether Contractor has incurred any Connecticut State Tax in its performance of the Agreement. Contractor also represents that all funds provided by CRRA as reimbursement for services provided hereunder shall be used or consumed in connection with the use and operation of the facilities.

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

5.11 Dispute Resolution

Any and all claims and controversies arising out of or under the Agreement or a breach thereof, shall be submitted to and resolved in arbitration.

5.12 Governing Law

The Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut; provided, however, that in the event of a conflict between the laws of the State of Connecticut and a permit issued by any federal, state or local government authority, the terms of such permit shall control.

5.13 Campaign Contribution and Solicitation Prohibitions

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SOQ Form 8 [SEEC Form 11].

5.14 Non-Discrimination

The Contractor agrees to the following:

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

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

6.0 SOQ EVALUATION PROCESS AND EVALUATION CRITERIA, NEGOTIATION PROCESS

6.1 General Approach

SOQs will be evaluated and negotiations conducted by the procedures and criteria described in this RFQ.

CRRA will, subject to its right to reject any and all SOQs and to conduct negotiations, select a company that it finds most advantageous as the Contractor. Such Contractor may not be the lowest in price. Both price and non-price criteria described in this Section 6 will be considered in evaluating SOQs and in the subsequent negotiation process to select a Contractor. CRRA may contact references provided by the Proposer and reserves the right to visit transportation and disposal facilities identified by the Proposer. CRRA may conduct interviews and subsequent negotiations with any or all Proposers.

SOQs will be evaluated by a selection committee(s) consisting of personnel from CRRA, and other parties as CRRA may designate.

SOQs will be evaluated in accordance with the procedures described in Section 6.2. The terms of the negotiation with Shortlisted Proposers will be evaluated in accordance with procedures described in Section 6.3. Then, considering both SOQs and subsequent terms of the negotiation process, the Shortlisted Proposer which in its entirety is deemed most advantageous to CRRA will be selected as the Preferred Proposer. Contract award shall be subject to final negotiations with the Preferred Proposer and approval of the CRRA Board of Directors.

6.2 Evaluation Criteria and Evaluation Process for SOQ Review

Evaluation criteria for SOQs are presented in Table 6-1. SOQs will be evaluated for each evaluation criterion as “Acceptable”, “Advantageous”, or “Highly Advantageous”. Following this evaluation, SOQs will be ranked, taking into account all criteria, and a list of Shortlisted Proposers will be established by selecting the most highly ranked Proposers.

6.3 Negotiation Process with Shortlisted Proposers

Following the evaluation of SOQs, CRRA will conduct simultaneous negotiations with the Shortlisted Proposers. To initiate this negotiation process, CRRA will prepare a common term sheet to define the scope of services, specified terms of contract and instructions for preparing pricing. It is intended that this term sheet and proposed pricing will form the basis for negotiations. At the conclusion of the negotiation process, the Proposer that is most advantageous to CRRA will be selected as the Preferred Proposer.

6.4 Final Contract Arrangements with Preferred Proposer

Upon selection as the Preferred Proposer, final negotiations will be completed and contract documents prepared. Should CRRA determine that final contract arrangements with the Preferred Proposer cannot be successfully completed, it shall negotiate final terms with the next most highly ranked Shortlisted Proposer.

6.5 Obligations of Shortlisted Proposers and Preferred Proposer

CRRA will contact the Shortlisted Proposers notifying them that they have been selected to enter into negotiations for a contract. Upon completion of this negotiation process, CRRA will notify the Preferred Proposer with which it will complete final contract arrangements.

In negotiation of the contract, the Shortlisted Proposers and the Preferred Proposer will have the following obligations:

- negotiate the contract in good faith;
- provide in a timely manner, clarifications or additional information requested by CRRA during negotiations; and
- attend meetings with CRRA and its Board, as necessary, to negotiate, obtain approval for and execute the contract.

Table 6-1**SOQ EVALUATION CRITERIA**

Criteria	Acceptable Rating Criteria	Advantageous Rating Criteria	Highly Advantageous Rating Criteria
1. Completeness	Complete response to RFQ	Not Applicable (N/A)	N/A
2. Proposer Experience in Providing Ash Disposal Services	Three (3) years	Greater than three (3) years, less than 10 years	Exceeds ten (10) years
3. Proposer Experience in Providing Ash Transportation Services	Three (3) years	Greater than three (3) years, less than 10 years	Exceeds ten (10) years
4. Experience of Key Personnel, Transportation (Mid-Connecticut and Wallingford Resource Recovery Facilities only) and Disposal	Project Manager, Operations Manager(s) and Environmental Manager each have three (3) years of experience with similar services	Project Manager, Operations Manager(s) and Environmental Manager each have five (5) years of experience with similar services	Project Manager, Operations Manager(s) and Environmental Manager each have ten (10) years or more of experience with similar services
5. Proposer Business Compliance History	If Proposer is a company, not debarred from conducting business in Connecticut or states in which will provide requested service	If Proposer is a company, in addition to Acceptable Criterion, has not been terminated from a contract for similar services in past three (3) years. If Proposer is a public body, has not been terminated from a contract for similar services in past three (3) years.	If Proposer is a company, in addition to Advantageous Criterion, no instances of failure to successfully complete similar services and no payment of major penalties, damages for non-performance in past three (3) years. If Proposer is a public body, in addition to meeting Advantageous Criterion for a public body, no instances of failure to successfully complete similar services and no payment of major penalties, damages for non-performance in past three (3) years.
6. Proposer MBE/WBE Participation	Meets CRRA requirements	N/A	N/A

Table 6-1 (continued)**SOQ EVALUATION CRITERIA**

Criteria	Acceptable Rating Criteria	Advantageous Rating Criteria	Highly Advantageous Rating Criteria
7. Proposer Financial Strength	<p>If the Proposer is a company, willingness to provide a corporate guarantee and evidence of ability to secure performance bond (or LOC) and required insurance, and maintain such instruments for the length of the contract.</p> <p>For governmental bodies, a minimum “BBB” credit rating, provision of evidence of ability to secure performance bond (or LOC) and required insurance, and maintain such instruments for the length of the contract.</p>	<p>In addition to Acceptable Criterion: positive net worth for the last fiscal year; and, current ratio of 1.2:1 or better, or other evidence which, in the opinion of CRRA, demonstrates equivalent liquidity.</p> <p>In addition to Acceptable Criterion: for governmental bodies, an “A” credit rating and obligations are backed by the general obligation of the governmental body.</p>	<p>In addition to Acceptable Criterion: positive net worth for the last 3 fiscal years, and, current ratio of 1.6:1 or better, or other evidence which, in the opinion of CRRA, demonstrates equivalent liquidity.</p> <p>In addition to Acceptable Criterion: for governmental bodies, an “AA” credit rating and obligations are backed by the general obligation of the governmental body.</p>
8. Proposer Experience as Guarantor and Providing other Requested Financial Security	Has guaranteed contract obligations for similar contract and provided performance bond	N/A	N/A
9. Strength/Flexibility of Overall Technical Approach	Approach that demonstrates can <u>meet</u> CRRA needs by requested start of service and throughout term of contract	Approach that demonstrates can <u>exceed</u> CRRA needs by requested start of service and throughout term of contract (e.g., more than adequate truck/trailer fleet or rail transportation equipment (for Mid-Connecticut and Wallingford Resource Recovery Facilities), flexibility to accommodate variability in ash quantity, emergency schedule needs)	N/A
10. Disposal at Properly Permitted Landfill(s) that Meets/Exceeds CRRA Disposal Capacity Needs	At least one (1) permitted landfill that meets needed capacity	One permitted landfill that meets needed capacity and a suitable “backup” landfill; or two (2) permitted landfills, each landfill meets needed capacity and can be used for this contract	Two (2) permitted landfills; at least one landfill exceeds needed capacity and can be used for this contract

Table 6-1 (continued)**SOQ EVALUATION CRITERIA**

Criteria	Acceptable Rating Criteria	Advantageous Rating Criteria	Highly Advantageous Rating Criteria
11. Distance to Proposed Landfill(s)	N/A	Less than 500 miles one way	Less than 300 miles one way
12. Conformance with Contract Principles	No major exceptions taken	Only minor exceptions taken	No exceptions taken
13. Proposer Environmental Compliance History	Will be evaluated based on type, number and significance of violations and record of remedying said violations.		
14. Proposer Safety Record	Will be evaluated based on record of compliance with applicable law and other information as provided in SOQ Form 14.		

7.0 CONTENT OF SOQ AND SUBMITTAL REQUIREMENTS

This section describes requirements for the SOQ. For the Mid-Connecticut and Wallingford Resource Recovery Facilities, Proposers must submit qualifications for both transportation and disposal services, as further described in Section 7.2.6. For the Preston Resource Recovery Facility, qualifications must be submitted for disposal services.

Proposers should note that they can propose for all the facilities, or for one or more of the facilities; i.e., Mid-Connecticut, Wallingford or Preston. For those proposing on Mid-Connecticut and/or Wallingford, both transportation and disposal services are required. For Preston, only disposal services are required. CRRA reserves the right to award one or more contracts for service.

As described further in Section 7.2.4, Proposers may request CRRA to keep financial statements and financial information in confidence/private. In such instance, such financial statements and information shall be submitted in a separate sealed envelope so identified with the SOQ.

SOQs (original (provide CD with original in “.pdf” format and seven (7) paper copies)) shall be submitted by 4:00 PM local time, March 18, 2008. SOQs received after that time and date shall not be accepted.

SOQs shall be submitted to:

Peter Egan
Director of Environmental Affairs and Development
Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103

7.1 General Requirements

Proposers are requested to follow the format outlined in this section. SOQs shall contain concise written material and illustrations that enable a clear understanding and evaluation of both the capabilities of the Proposer, and the characteristics and benefits of the services being proposed. Legibility, clarity, and completeness of the technical approach are essential. An 8-1/2" x 11" format is required for typed submissions and an 11" x 17" format may be used for illustrations. Drawings, if any, should be folded and placed in appropriate pockets in the SOQ. All submittals should be bound with numbered tab dividers corresponding to the requirements contained in the balance of this section. It is the Proposer's responsibility to ensure that all information in the SOQ is easily readable by CRRA.

SOQs are to be organized in the following sequence:

- Cover Letter
- Title Page
- Table of Contents
- Confidentiality Statement
- Executive Summary
- Proposer/Team Information
- Legal Structure of Proposer
- Technical Qualifications and Experience
- Financial Information
- Technical Approach
- Employee Matters
- Conditions of Offer
- Contractor's Certification Concerning Gifts
- Appendices (includes SOQ Forms and any supplemental information)

Specific descriptions of the information to be presented in each section of the SOQ are discussed in Section 7.2 of this RFQ.

7.2 Contents of SOQ

7.2.1 Cover Letter

The cover letter shall constitute a firm offer to CRRA and shall be utilized to introduce the Proposer. It shall be signed by a person authorized to commit the Proposer to the contractual arrangements with CRRA. The cover letter should contain the following information:

- Name of the public entity or company that will contract with CRRA;
- Legal structure of public entity or company (e.g., corporation, joint venture, etc.);
- Identification of the firms which comprise the Proposer's team, if any, and an identification of the role of each firm;
- A clear statement indicating that the attached SOQ constitutes a firm and binding offer by the Proposer to CRRA considering the terms and conditions outlined in this RFQ and noting any exceptions taken thereto; and
- Name of Proposer's contact person, address, telephone number, fax and email address.

The cover letter should be bound with the SOQ.

7.2.2 Title Page

The cover letter should be followed by a title page. It should contain: the name of this project; the name and address of the Proposer, and the name and title of the contact person, his or her telephone and fax numbers and email address. This person will be considered by CRRA as the Proposer's contact point for all communication regarding this procurement.

7.2.3 Table of Contents

SOQs should contain a detailed table of contents listing major sections and subsections which correspond to the requirements of the RFQ. The table of contents should also list all tables, figures, exhibits, and appendices, contained in the SOQ.

7.2.4 Confidentiality Statement

Proposers are hereby advised that any information contained in or submitted with or in connection with its SOQ is subject to the Connecticut's Freedom of Information Statutes. By submitting a SOQ, each Proposer expressly waives any claim(s) that such 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.

In connection with CRRA's foregoing obligation to comply with Connecticut's Freedom of Information Statutes, Proposer may request that CRRA keep its financial statements and financial information in confidence/private. The Proposer must make said request in writing (Confidentiality Statement) and submit its financial statements and financial information in a separate sealed and marked envelope as part of the SOQ. If so requested by the Proposer, CRRA shall use best efforts to keep said financial statements and information in confidence.

7.2.5 Executive Summary

The Executive Summary should be written in a non-technical style and present general information sufficient to familiarize reviewers with the highlights of the Proposer's submittal. The Executive Summary should include:

- the name of the Proposer;
- the name of the Parent Company, if any;
- a description of the legal structure of the Proposer (e.g., a corporation, joint venture, partnership, or public entity);
- a description of Proposer's organization (e.g., names of participating companies and roles);
- the central office or headquarters location of the Proposer;

- the size of the Proposer's organization (technical and non-technical personnel);
- a summary of the technical approach for services for which the Proposer submits a SOQ;
- the Proposer's willingness to accept CRRA's contract terms and conditions, as described in Section 5, Contract Principles, noting any major conditions or exceptions;
- specific reason(s) for shortlisting the Proposer, including the experience of the Proposer providing similar services, and how this choice of Proposer will benefit CRRA and meet CRRA objectives; and
- the unique capabilities and experience of the Proposer's Project Manager, Operations Manager, Environmental Manager and other key personnel who will work with CRRA on a day-to-day basis, and why these individuals are well qualified to work with CRRA.

7.2.6 Proposer/Team Information

For the Mid-Connecticut and Wallingford Resource Recovery Facilities, Proposers must provide both transportation and disposal services. This section should provide the name and description of the public entity, or if a company, the lead firm, including the location(s) of the office(s) and the facility(ies) from which the contract(s) would be performed and the name and address of the Parent Company, if any. (It should be noted that CRRA will enter into a contract with the prime contractor being the company that provides the transportation or the disposal service. If the transportation company is proposed as the prime contractor, then the disposal company shall also guarantee adequate disposal capacity and indemnify CRRA against any disposal liability. Although it prefers a single contract, CRRA will enter into separate contracts for disposal and transportation, if requested by the Proposer, and if both the transportation and disposal SOQs are presented as one submittal.) The Proposer must also identify and provide the mailing address and phone numbers (voice and facsimile) for each participating company and major subcontractors, including a description of the specific role each will have on this project. Identify planned use of MBE/WBE business enterprises. Provide a project organization chart identifying key staff and their roles. For each key staff person identified (include at least the Project Manager, the Operations Manager and the Environmental Manager), supply a resume, demonstrating that each person meets the required qualifications for the position held.

For the Preston Resource Recovery Facility services for ash disposal, Proposers must provide information as requested above, but for disposal services only.

7.2.7 Legal Structure of Proposer

The Proposer is required to provide detailed information regarding its structure. This description shall include the legal and contractual relationships among the individuals and/or entities constituting the Proposer. (For the Mid-Connecticut and Wallingford Resource Recovery Facilities, it should be noted that CRRRA will enter into a contract with the prime contractor being the company that provides the transportation service or the disposal service. If the transportation company is proposed as the prime contractor, then the disposal company shall also guarantee adequate disposal capacity and indemnify CRRRA against any disposal liability. Although it prefers a single contract, CRRRA will enter into separate contracts for disposal and transportation, if requested by the Proposer, and if both the transportation and disposal SOQs are presented as one submittal.) Copies of any such agreements should be provided as an Appendix 2 to the SOQ. The Proposer must be properly registered to do business in Connecticut, and the states in which services will be provided, or state its intent to become so if not already so registered. If the Proposer is a corporation, a certificate of good standing from the state of incorporation and, if available, the State of Connecticut must be provided. This latter information is to also to be submitted with Appendix 2 to the SOQ.

If the Proposer includes a governmental body, agency or authority (such as a publicly-owned landfill), the Proposer shall include a discussion of the structure of the governmental team member (e.g., Is the operation managed as a governmental department, under the budget and full faith and credit of the governmental body? Is the operation managed under an enterprise fund, relying solely on user charges? Is the operation managed as a stand-alone authority? Does the operation have financing authority or does it rely on the general obligation financing authority of the governmental body?)

7.2.8 Technical Qualifications and Experience

Relevant capabilities of the Proposer should be presented as they relate to the specific services requested by CRRRA:

- Description of three (3) similar projects for solid waste transportation (Mid-Connecticut and Wallingford Resource Recovery Facilities) and landfill disposal that are currently under contract or were under contract during the past three (3) years. For each identify:
 - the location;
 - a description of the services provided;
 - the dates under contract;
 - the dollar value of the contract;
 - whether the Proposer was a guarantor of the contract or if other arrangements were made for guarantees (if so, describe financial security provided); and

- the name, title, telephone and fax numbers, and email address of a reference contact(s) for the project.
- Description of transportation (Mid-Connecticut and Wallingford Resource Recovery Facilities) and disposal assets that are owned, leased and/or under the management of the Proposer.
- Describe any additional relevant characteristics which the Proposer believes distinguishes it in its ability to serve CRRRA.
- Identify in the last three (3) years, any cases where the Proposer and any key team members failed to complete any similar work which it was contracted to perform or had a contract terminated due to the quality of its work. If this occurred, indicate when, where, and why. Has the Proposer, or have included team members, paid any liquidated damages, fines, or penalties in connection with the contract operation of similar work. If so, the SOQ must indicate when, where, and under what circumstances.
- The Proposer and individual team member firms shall identify any major incidents of noncompliance with environmental regulations within the past five (5) years with Federal, State, and local agencies for waste transportation and disposal operations. The Proposer and individual member firms shall describe the corrective action taken for such incidents, the present status of compliance, and whether there was a need for regulatory agency sanction(s). The Proposer shall also present the compliance history for all similar facilities it operates, identifying the aggregate percentage of time all facilities operated without violation during the past five years. The compliance history shall: list all similar facilities the Proposer has operated in the past five years or currently operates and describe how non-compliance issues were resolved.
- Discuss the Proposer's safety program including any violations cited by State safety agencies, DOT (for transportation services only), or OSHA within the past three (3) years, recognized safety awards, and Proposer's lost-time accident record compared with industry standards.

7.2.9 Financial Information

Publicly Traded and Private Companies

Companies that are Proposers must submit SOQ Form 9, Corporate Guarantee Statement. The strength of the Corporate Guarantee shall be evaluated based on the financial resources of the Guarantor and limits, if any, placed on such a guarantee. If the Proposer is a subsidiary or an affiliate of another company and the Proposer's financial resources are not deemed sufficient by CRRRA, CRRRA may require a parent company guarantee from the Contractor. If the Proposer is a partnership or joint venture, then each of the partners shall jointly and severally guarantee the obligations of the Proposer and ultimately the Contractor. A letter stating agreement with such shall be provided and signed by each of the partners.

Companies that are Proposers must also submit SOQ Form 13 (Financial Resources Data), included in Appendix 2 of the RFQ, and provide the financial information described below:

1. Audited Financial Statements which include, at a minimum, income statement, balance sheet, and statement of changes in financial position, for the most recent fiscal year.
2. For public companies, a copy of the most recent Form 10-K filed with the U.S. Securities and Exchange Commission (SEC).
3. For privately held companies, full information concerning any material changes in the mode of conducting business, bankruptcy proceedings, and mergers or acquisitions within the past year, including comparable information for parent and subsidiary companies and principals, and any actual and pending litigation in which the Proposer is involved. Also, provide a D&B rating for the most recent year available.
4. List, by date and court, any corporate bankruptcy filings by the Proposer in the past three (3) years. Also, list any litigation in which the Proposer is involved that may impact its financial position.

If the Proposer is a subsidiary of a parent corporation and the parent corporation will be guaranteeing the performance of the subsidiary, then the information shall also be provided for the parent corporation. In such a case, the Proposer shall provide a binding letter from the parent corporation guaranteeing the performance of the subsidiary in accordance with the terms of the RFQ and any contract that will be executed. The parent company guarantee letter shall be attached to the corporate guarantee.

Under a joint venture or other partnership arrangement, all of the above information shall be provided for all parties to the agreement. The Proposer shall provide binding letters from each party in the joint venture or other partnership arrangement stating its role and its willingness to meet the requirements of the RFQ and any contract that will be executed. The partners shall be jointly and severally liable to meet the Proposer's and Contractor's obligations.

The Proposer is encouraged to provide any and all other information which it believes is appropriate to fully reflect its financial strength.

For the information requested in SOQ Form 13 or that requested in this subsection, Proposers may request that CRRA keep such financial information in confidence/private. See Section 7.2.4 for details.

Public Bodies

If the Proposer includes a governmental body, agency or authority, the Proposer shall provide copies of the audited financial statement of the governmental body, agency or authority (and of the public operation itself that is the subject of the SOQ, if financial results are reported separately) for the previous three (3) fiscal years. The most recent rating by Standard & Poor's or Moody's shall be provided for the governmental body, agency or authority and, if separately rated, for the public operation itself that is the subject of the SOQ.

7.2.10 Technical Approach

Provide a description of how the services will be provided, including provision of trucks/transfer trailers/containers, transportation (for Mid-Connecticut and Wallingford Resource Recovery Facilities only) and disposal services. Describe the facilities to be used, providing the information requested in Table 7-1. Identify any inefficiencies, constraints or difficulties that may result from meeting ash loading and pick-up schedules specified for the Mid-Connecticut Resource Recovery Facility and the Wallingford Resource Recovery Facility. Describe any changes that you would propose to alleviate these inefficiencies, constraints, or difficulties, and the advantages to CRRA for accepting these changes. Describe the mode of transportation and transportation route (for Mid-Connecticut and Wallingford Resource Recovery Facilities only). Describe equipment to be used for transportation, including types of containers, trailers, trucks and/or rail cars (for Mid-Connecticut and Wallingford Resource Recovery Facilities only). Describe the available landfill capacity, and identify the number of years that CRRA ash can be accepted, including the number of years beyond the requested term. Describe equipment to be used at the landfill. Describe whether equipment is to be leased or purchased, or whether company already leases or owns equipment. Provide an operations plan that: describes mobilization activities and schedule; activities for routine operations; and contingency plans in the event that services are disrupted. Provide a description of safety procedures and practices. Provide a staffing plan (see Section 7.2.6) and a description of the Proposer's commitment to affirmative action, its success in implementing an affirmative action plan and the Proposer's plan for use of MBE/WBE business enterprises.

7.2.11 Conditions of Offer

If the Proposer takes any exceptions, or has conditions, additions or clarifications to the Scope of Services or the key terms and conditions of the contract (see Section 5, Contract Principles) or to any provision that is stated in this RFQ, they should be so noted.

7.2.12 Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful Proposer(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFQ 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 identities of those to whom it may not give gifts will be specified in the attachment to the Notice Of Award to be issued.[CRRA?]

7.2.13 Bid Security

All Proposers, companies and public bodies, are to provide with the SOQ a Bid Bond in the amount of \$100,000, or alternatively a cashier's check or certified check in that amount payable to the Connecticut Resources Recovery Authority. See SOQ Form 6, Appendix 2, for the form of the Bid Bond. The unapproved withdrawal of a SOQ or, if a Shortlisted Proposer, from subsequent negotiations will result in forfeiture of the Bid Bond or alternative security.

7.2.14 Appendices

Appendix 1 to the Technical SOQ is to include all completed SOQ Forms as presented in Appendix 2 to this RFQ.

Should the Proposer choose to use a Letter of Credit as opposed to a Performance Bond to meet requirements of this procurement, include a letter of intent from the bank that will issue the LOC stating that a LOC will be made available in accordance with the requirements of this RFQ and SOQ Form 11, should the Proposer be awarded a contract. Said letter should document that an LOC of \$12,000,000 could be made available, if required. If that amount is not available, please state the amount that is available.

Include all other reports and any bulky materials requested herein as additional Appendices.

Table 7-1**INFORMATION TO BE OBTAINED AS PART OF FACILITY REVIEW
FOR TRANSPORTATION (MID-CONNECTICUT AND WALLINGFORD SERVICES) AND
DISPOSAL FACILITIES (ALL FACILITIES' SERVICES)**

1. Name of Owner/Operator for facility.
2. Name and address of facility.
3. Name and phone number of Facility Manager and Facility Environmental Manager.
4. Describe the available landfill capacity. Identify the number of years that CRRRA ash can be accepted.
5. Copy of valid solid waste operating permit.
6. Name and phone number of state environmental regulatory contact(s) who oversees permitting/compliance of the facility (solid waste, water, air).
7. List of other environmental permits (air, water, etc.) (copies not required).
8. Amount of Pollution Liability Insurance carried by facility (enclose insurance certificate).
9. Dollar amount of facility closure and post-closure cost estimate. (Landfill Only)
10. Funding mechanism used to guarantee closure and post-closure. (Landfill Only)
11. Summary of past five-year compliance history of disposal facility (identify notices of violations, letters of non-compliance, orders, complaints, consent orders, consent decrees, settlement agreements, court orders or other administrative or judicial notices regarding any alleged non-compliance with any environmental law or the imposition of fines or penalties for failure to comply with any environmental law).
12. Identify if the facility is on the CERCLIS or National Priorities List? (Landfill Only)
13. Identify any environmental investigations that have been performed at the landfill site, including any Phase I, II or III reports. (Copies of reports not required with SOQ, but may be requested at a later date. If requested, reports are to be provided to CRRRA within 3 working days of said request.)
14. Has the company or facility received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or any similar state law? If so, describe the present disposition of such letter and/or action? (Landfill Only)
15. Is facility constructed with a synthetic base liner? (Landfill Only)
16. Does facility have a leachate collection system? (Landfill Only)
17. Does facility have a groundwater monitoring program? (Landfill Only)
18. Does facility have a gas collection system? Is gas used to generate electricity? (Landfill Only)

8.0 APPENDICES

Appendix 1: Distribution List for RFQ

Appendix 2: SOQ Forms

Appendix 3: Ash Sampling & Analysis Reports

Appendix 4: Wallingford Resource Recovery Facility: Operating Permit; Site Drawing