

**FINAL**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS  
FOR  
TRANSPORTATION AND DISPOSAL OF  
PROCESS RESIDUE, NON-PROCESSIBLE AND  
BYPASSED WASTES  
FROM  
MID-CONNECTICUT PROJECT  
HARTFORD, CONNECTICUT  
AND  
TRANSPORTATION AND DISPOSAL OF BYPASSED WASTES FROM  
WALLINGFORD RESOURCE RECOVERY FACILITY  
FY08-EN-002**

ISSUED BY:

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, CT 06103

MARCH 2008



## Table of Contents

|       |  |     |
|-------|--|-----|
| 1.0   | INTRODUCTION .....   | 1-1 |
| 2.0   | DESCRIPTION OF WASTE QUANTITY, CHARACTERISTICS, AND HANDLING PRACTICES ..... | 2-1 |
| 2.1   | Bypassed Waste – Mid Connecticut Project.....                                | 2-1 |
| 2.2   | Non-Processible Waste – Mid Connecticut Project.....                         | 2-1 |
| 2.3   | Process Residue – Mid Connecticut Project .....                              | 2-2 |
| 2.4   | Bypassed Waste – Wallingford Resource Recovery Facility .....                | 2-2 |
| 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 Proposals .....   | 3-3 |
| 3.5   | No CRRA Liability .....  | 3-3 |
| 3.6   | Withdrawal from Procurement Process .....                                    | 3-4 |
| 3.7   | Record of Proposals.....   | 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 .....                         | 3-5 |
| 4.0   | SCOPE AND SCHEDULE OF SERVICES .....   | 4-1 |
| 4.1   | Scope of Services .....  | 4-1 |
| 4.1.1 | Mid-Connecticut Project .....  | 4-1 |
| 4.1.2 | Wallingford Resource Recovery Facility .....                                 | 4-4 |
| 4.2   | Schedule .....   | 4-6 |
| 4.2.1 | Mid Connecticut Project.....   | 4-6 |
| 4.2.2 | Wallingford Resource Recovery Facility.....                                  | 4-6 |
| 5.0   | SUMMARY OF CONTRACT PRINCIPLES .....   | 5-1 |
| 6.0   | PROPOSAL EVALUATION PROCESS AND EVALUATION CRITERIA .....                    | 6-1 |
| 6.1   | General Approach .....   | 6-1 |
| 6.2   | Evaluation Criteria and Evaluation Process for Technical Proposals .....     | 6-1 |
| 6.3   | Review of Price Proposals .....  | 6-1 |
| 6.4   | Selection and Contract Negotiations .....                                    | 6-5 |

**Table of Contents (continued)**

|          |   |      |
|----------|---|------|
| 7.0      | CONTENT OF PROPOSAL AND SUBMISSION REQUIREMENTS .....   | 7-1  |
| 7.1      | Technical Proposal Submittal Requirements.....  | 7-1  |
| 7.1.1    | General Requirements .....  | 7-1  |
| 7.1.2    | Contents of Technical Proposal.....   | 7-2  |
| 7.1.2.1  | Cover Letter and Bid Security.....  | 7-2  |
| 7.1.2.2  | Title Page .....  | 7-3  |
| 7.1.2.3  | Table of Contents .....   | 7-3  |
| 7.1.2.4  | Confidentiality Statement.....  | 7-3  |
| 7.1.2.5  | Executive Summary .....   | 7-4  |
| 7.1.2.6  | Proposer/Team Information.....  | 7-4  |
| 7.1.2.7  | Legal Structure of Proposer.....  | 7-5  |
| 7.1.2.8  | Technical Qualifications and Experience.....  | 7-6  |
| 7.1.2.9  | Financial Information .....   | 7-7  |
| 7.1.2.10 | Technical Approach.....   | 7-8  |
| 7.1.2.11 | Conditions of Offer .....   | 7-9  |
| 7.1.2.12 | Contractor's Certification Concerning Gifts.....  | 7-9  |
| 7.1.2.13 | Appendices.....   | 7-9  |
| 7.2      | Price Proposal Submittal Requirements.....  | 7-11 |
| 7.2.1    | General Requirements .....  | 7-11 |
| 7.2.2    | Contents of Price Proposal.....   | 7-11 |
| 7.2.2.1  | Cover Letter.....   | 7-11 |
| 7.2.2.2  | Title Page .....  | 7-12 |
| 7.2.2.3  | Price Proposal Forms .....  | 7-12 |
| 7.2.2.4  | Discussion of Price Proposal and .....  | 7-13 |
|          | Annual Adjustments  |      |
| 7.2.2.5  | Conditions of Offer and Alternative Proposals.....  | 7-14 |
| 8.0      | APPENDICES.....   | 8-1  |
|          | Appendix 1: Proposal Forms  |      |
|          | Appendix 2: Price Proposal Forms  |      |
|          | Appendix 3: TRC Process Residue Sampling & Analysis Report, June 2006<br>(PROVIDED AS A SEPARATE ENCLOSURE WITH RFQP) |      |
|          | Appendix 4: Distribution List for RFQP  |      |

**Table of Contents (continued)**

**Tables**

Table 6-1: Technical Proposal Evaluation Criteria ..... 6-2  
Table 7-1: Information to be obtained as Part of External Solid Waste ..... 7-10  
Facility Audit for Transfer and Disposal Facilities

## 1.0 INTRODUCTION

The Connecticut Resources Recovery Authority (CRRA) is seeking transportation and disposal services for: process residue and non-processible waste resulting from the Mid-Connecticut Project located in Hartford, Connecticut and bypassed municipal solid waste from associated transfer stations; and for bypassed municipal solid waste from the Wallingford Resource Recovery Facility located in Wallingford, Connecticut. There are approximately 120,000 tons per year of process residue and non-processible waste to be transported and disposed from the Mid-Connecticut Project, all municipal solid waste or a municipal solid waste derivative. In addition, as much as 60,000 tons per year of bypassed waste is generated from the Mid-Connecticut Project and the Wallingford Resource Recovery Facility. CRRA will commit all process residue and non-processible waste to this contract, but it may not commit all bypassed waste to this contract. Proposers can propose services for both the Mid-Connecticut Project and Wallingford Resource Recovery Facility, or either the Mid-Connecticut Project or the Wallingford Resource Recovery Facility.

This Request for Qualifications and Proposals (RFQP) is being sent to parties that responded to a public notice for these services issued by CRRA in November 2007. It is also being publicly advertised. The intent of the RFQP is to seek technical and price proposals for the requested service. Those entities that respond to the RFQP are identified herein as Proposers. Responses to the RFQP (Proposals) will be evaluated to select a company(ies) or a public entity(ies) with which CRRA will enter into contract negotiations (Preferred Proposer(s)). The party(ies) with which CRRA executes a contract is identified herein as the Contractor(s).

CRRA understands that companies may "team" with other companies or public entities to provide the requested services. CRRA 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 CRRA against any disposal liability. If the disposal company is proposed as the prime contractor, then the transportation company shall also guarantee its services and indemnify CRRA against any transportation 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 Proposals are presented as one submittal. To assist those Proposers that may team to provide services, an RFQP distribution list has been provided in Appendix 4.

CRRA is seeking transportation and disposal services for the Mid-Connecticut project since the two landfills to which the waste is currently being directed will not be available or the contract will have expired. By agreement, the Hartford Landfill must close by December 31, 2008. CRRA's current contract with the Windsor Landfill expires December 31, 2008.

For the Mid-Connecticut Project, CRRA seeks transportation and disposal services starting on January 1, 2009. Services are requested for a six and one-half (6 ½) year term, with the option for two (2), two-year renewals.

For the Mid-Connecticut Project, process residue and non-processible waste are to be picked up by the Contractor at the Mid-Connecticut facility located on Maxim Road in Hartford, Connecticut. Pick up for bypassed waste would be at CRRA's transfer stations located in Ellington, Essex, Torrington, or Watertown, Connecticut. The Contractor will be responsible for providing the trailers/containers for waste transportation. Sufficient empty trailers/containers will be required at the Hartford site to allow loading without delay; i.e., continuous loading. CRRA will be responsible for loading the trailers/containers at the pickup locations. The Contractor shall be responsible for picking up filled trailers/containers, transporting them to the disposal site and disposing of the waste.

For the Wallingford Resource Recovery Facility, CRRA is seeking transportation and disposal services starting January 1, 2009, and extending through June 30, 2010, with the option for five (5), one-year renewals. At the Wallingford Resource Recovery Facility, the Contractor shall be responsible for providing an adequate number of trucks/trailers/containers for live-loading by the facility operator, when notified by CRRA.

For both the Mid-Connecticut Project and the Wallingford Resource Recovery Facility, CRRA seeks a per ton price for transportation and disposal, subject to adjustment as described in this RFQP.

CRRA is not obligated to select the lowest priced Proposal, and will consider other factors such as the qualifications of the respondent to this RFQP (Proposer), the strength of the technical approach and conformance to terms and conditions of the Draft Contract (to be provided as a subsequent Addendum to this RFQP), as well as price, when evaluating Proposals and selecting a Preferred Proposer(s) for contract negotiations.

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

Proposals must be submitted to CRRA by 4:00 PM, local time, on April 28, 2008. Late Proposals will not be accepted. There will not be a "Pre-Proposal Information Meeting"; however, Proposers are invited to visit the Mid-Connecticut and Wallingford facilities. Questions concerning this RFQP shall be directed to Virginia Raymond, at CRRA, 860-757-7730, [vraymond@crra.org](mailto:vraymond@crra.org), or Jim Binder at Alternative Resources, Inc., 978-371-2054, [jbinder@alt-res.com](mailto:jbinder@alt-res.com). Appointments for visiting the Mid-Connecticut facilities and requests for obtaining process residue samples can be made through John Romano at CRRA, 860-757-7760 (860-250-2606 cell), [jromano@crra.org](mailto:jromano@crra.org).

The contents of this RFQP include:

- Section 2: Description of Waste 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: Proposal Evaluation Process and Evaluation Criteria
- Section 7: Instructions to Proposers regarding Content of Proposals and Submission Requirements
- Section 8: Appendices (Proposal Forms, Price Proposal Forms, and relevant background information)

## **2.0 DESCRIPTION OF WASTE QUANTITY, CHARACTERISTICS AND HANDLING PRACTICES**

The Mid-Connecticut Project includes four (4) transfer stations located in Watertown, Torrington, Essex, and Ellington, Connecticut and a waste processing facility (WPF) and power and energy generating facility located in Hartford. CRRA currently generates approximately 110,000 tons per year of process residue and approximately 10,000 tons per year of non-processible waste from its Mid-Connecticut Project. In addition, as much as 10,000 to 50,000 tons per year of municipal solid waste may be bypassed from the transfer stations that are part of the Mid-Connecticut Project. Each waste component is described below.

At the Wallingford Resource Recovery Facility, from 0 to 10,000 tons per year of bypassed waste is transported and disposed at out-of-state landfills.

CRRA will not make a tonnage guarantee, but intends that all of the process residue and non-processible waste generated at the WPF from the Mid-Connecticut Project will be contracted through this procurement. CRRA may not commit the full quantity of bypassed waste from the Mid-Connecticut Project or the Wallingford Resource Recovery Facility to the Contractor.

### **2.1 Bypassed Waste – Mid-Connecticut Project**

At the transfer stations, municipal solid waste (MSW) from member towns is consolidated for transportation by transfer trailer to the WPF in Hartford. Due to scheduled and unscheduled outages at the WPF and power and energy generating facility, bypassed waste can be diverted from the transfer stations for disposal. As much as 10,000 to 50,000 tons per year of bypassed waste may be generated. The majority of bypassed waste results from scheduled outages. It is unlikely that there will be more than five (5) unscheduled outages in a year. The facility operators at the transfer stations are responsible for "live loading" trucks, trailers and containers provided by the Contractor. Loading is done with front-end loaders. CRRA provides notice to the Contractor when service is required. Bypassed waste is currently disposed at out-of-state landfills and at the Windsor, Connecticut landfill. CRRA may not commit the full quantity of bypassed waste to the Contractor.

### **2.2 Non-Processible Waste – Mid Connecticut Project**

At the WPF, MSW is first screened to remove non-processible waste. The non-processible waste is primarily made up of household furniture, chairs, tables, sofas, mattresses, carpets and rugs, cables, wood over 6 feet in length and width, rolls of banding materials, large metal pieces, and auto parts. It may include appliances. Approximately 10,000 tons per year of non-processible waste are generated. The average daily generation rate is 30 tons, based on it being generated six (6) days per week (312 days per year). Typically, three (3) transfer trailer loads per day are hauled from the site.



### **2.3 Process Residue – Mid Connecticut Project**

Following removal of non-processible waste at the WPF, the remaining waste is shredded. Ferrous metals are then removed by magnetic separation and the remaining material is screened by trommels (separators). The trommels have one (1) inch diameter holes. Material passing through these small holes is considered process residue. The process residue is primarily stone, grit, pulverized glass, pieces of paper, organics, and metal pieces. To determine the characteristics of the process residue, a sampling and analysis program was conducted. The results of the program are documented in a Process Residue Sampling and Analysis Report prepared by TRC, which is presented in Appendix 3. As reported, the process residue does not exhibit a toxicity characteristic and is not hazardous. Approximately 110,000 tons per year of process residue are generated. The average daily generation rate is 352 tons, based on it being generated six (6) days per week (312 days per year).

The process residue is currently deposited by the facility operator into roll-off containers prior to being trucked to a landfill in Hartford. CRRA will modify the WPF to allow for removal of process residue by transfer trailers. These modifications will be complete for the commencement of services provided through this RFQP.

### **2.4 Bypassed Waste – Wallingford Resource Recovery Facility**

Due to scheduled and unscheduled outages at the Wallingford Resource Recovery Facility, bypassed waste can be diverted from processing and must be disposed. The majority of bypassed waste results from scheduled outages. Few unscheduled outages are anticipated.

From 0 to 10,000 tons per year of bypassed waste is generated at the Wallingford Resource Recovery Facility. It is currently transported and disposed at out-of-state landfills. The facility operator is responsible for “live loading” trucks, trailers and containers provided by the Contractor. Loading is done with front-end loaders. CRRA will provide notice to the Contractor when service is required.

### **3.0 PROCUREMENT PROCESS AND SCHEDULE**

#### **3.1 Information Provided by CRRA**

Proposers are solely responsible for conducting their own independent research, due diligence, or other work necessary for the preparation of Proposals, negotiation of contracts and the subsequent delivery of services pursuant to any contract(s). CRRA takes no responsibility for the completeness or the accuracy of any information presented in the RFQP 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 CRRA or its agents, consultants or advisors in the preparation of the Proposer's response to this RFQP.

Should a Proposer find discrepancies in, or omissions from, this RFQP and related documents, or should a Proposer be in doubt as to meaning, the Proposer shall immediately notify CRRA, 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 RFQP. Each party requesting an interpretation will be responsible for the delivery of such requests in writing to CRRA, with a copy to ARI. CRRA 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 Proposal, Proposers are encouraged to visit the Mid Connecticut Project site and Wallingford Resource Recovery Facility site to ascertain by inspection pertinent local conditions of the sites, 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 CRRA Rights and Disclaimers**

CRRA 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 RFQP, or visit facilities proposed to be used for delivery of services.

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

- reject any or all Proposals, in whole or in part;
- determine which Proposers are responsible and responsive to this RFQP;
- issue subsequent RFQPs;
- cancel or modify this RFQP or the associated procurement schedule;
- appoint an evaluation committee to review Proposals and utilize the assistance of outside professionals in Proposal evaluation;

- disclose information contained in the Proposals to the public, subject to confidentiality statutes;
- approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
- request clarifications of Proposals and additional information from Proposers throughout the evaluation process;
- interview and hold discussions with any Proposers at any time after receipt of Proposals 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 RFQP;
- evaluate Proposals in terms of the best interests of CRRA, applying criteria provided in the RFQP;
- accept other than the lowest Price Proposal based upon an evaluation of other aspects of the Proposal;
- waive minor informalities in any Proposal;
- visit and examine any of the facilities referenced in any Proposal 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 RFQP prior to the date of submission of the Proposals, including the postponement or change for the date of receipt of Proposals or any other deadlines and dates specified in the RFQP;
- receive questions concerning this RFQP from Proposers and to provide such questions, and CRRA's responses, to all Proposers;
- take any action affecting the RFQP process, or the Project subject to this RFQP that would be in the best interest of CRRA;
- require a guarantee of the service contract by the Proposer, and if financial resources of the Proposer are not sufficient to provide security to CRRA's satisfaction, require another form of guarantee or security in form and content acceptable to CRRA; and
- conduct contract negotiations with one or more Proposers.

This RFQP does not commit CRRA to enter into a service contract(s), nor does it obligate CRRA under any circumstances to pay for any costs incurred in: the preparation and submission of Proposals; 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 Proposal, 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 RFQP  | March 19, 2008                     |
| Scheduled Site Visits by Proposers  | By Appointment                     |
| Latest Date for Receipt of Questions on the RFQP  | April 18, 2008                     |
| Proposal Due Date   | April 28, 2008, 4:00 PM local time |
| Proposer Interviews (if required)   | Week of May 12-16, 2008            |
| Complete Evaluation/Notice of Selection of Preferred Proposer(s)  | May 30, 2008                       |
| Finalize Contract Arrangements  | June 30, 2008                      |
| Contract Award (Approved by Board)  | July 2008                          |
| Initiate Service (Commencement Date)  |                                    |
| <ul style="list-style-type: none"> <li>• Mid-Connecticut Project – January 1, 2009</li> <li>• Wallingford Resource Recovery Facility – January 1, 2009</li> </ul> |                                    |

### 3.4 Submittal of Proposals

Proposals must be received by CRRA by 4:00 PM on April 28, 2008 (Proposal Due Date). Proposals received after that time will not be accepted. See Proposal submittal requirements in Section 7, for instructions on preparing and submitting Proposals.

There will be no public opening of Proposals.

Before the Proposal Due Date, a Proposer may correct or modify the Proposal by written notice received by CRRA. After the Proposal 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 Proposal, CRRA shall correct the mistake and so notify the Proposer in writing, and the Proposer may not withdraw the Proposal. A Proposer may withdraw a Proposal if a mistake is clearly evident on the face of the Proposal 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 Project or Wallingford 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 RFQP.

### **3.6 Withdrawal from Procurement Process**

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

### **3.7 Record of Proposals**

All Proposals will become the property of CRRA and will not be returned. CRRA 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 CRRA 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**

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

Proposers are encouraged to inspect CRRA facilities identified in this RFQP. Requests for appointments to visit the sites or for obtaining samples of process residue from the Mid-Connecticut Project shall be made through:

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

### **3.9 Communications, Questions and Addenda**

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

Virginia Raymond  
Senior Operations Analyst  
Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, CT 06103  
Phone: 860-757-7730  
Fax: 860-757-7742  
[vraymond@crra.org](mailto:vraymond@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](mailto:jbinder@alt-res.com)

No communications with any other person 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 RFQP is April 18, 2008. Responses will be issued via e-mail as addenda to the RFQP as soon as is possible. Addenda to the RFQP will also be posted on CRRA's website. Proposers are responsible for checking CRRA's website. All responses will be shared with all parties who have received the RFQP.

### **3.10 Period of Acceptance and Bid Bond Requirements**

All Proposals must remain valid for a minimum period of one-hundred twenty (120) days after the Proposal Due Date. Proposals 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 Proposal. Unapproved withdrawal of a Proposal will result in forfeiture of the Bid Bond or alternative security.

## 4.0 SCOPE AND SCHEDULE FOR SERVICES

Services are being requested for transportation and disposal of process residue, non-processible waste and bypassed waste from the Mid-Connecticut Project and for transportation and disposal of bypassed waste from the Wallingford Resource Recovery Facility. Proposers may propose for transportation and disposal services for both the Mid-Connecticut Project and the Wallingford Resource Recovery Facility, or for either the Mid-Connecticut Project or the Wallingford Resource Recovery Facility.

### 4.1 Scope of Services

#### 4.1.1 Mid-Connecticut Project

The Contractor shall provide for the transportation and disposal of process residue, non-processible waste, and bypassed waste in accordance with applicable law and contract requirements. (A Draft Contract will be provided as an addendum to this RFQP.) 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 non-processible waste and process residue at the WPF in Hartford. Transfer trailers/containers containing non-processible waste and process residue will be stored in the yard at the WPF for removal by the Contractor. Loaded trailers/containers are to be removed within 24 hours of filling. The Contractor is not responsible for loading non-processible

waste and process residue into trailers/containers. Load-out will be the responsibility of the operator of the WPF.

The Contractor shall be responsible for providing sufficient empty trailers/containers at the WPF site to provide for continuous loading (by the WPF operator) of process residue and non-processible waste, 24 hours per day, 7 days per week. Loaded trailers/containers can be removed from the WPF site seven (7) days per week, 5:00 AM to 11:00 PM. Scale house operations are limited to 5:00 AM to 5:00 PM, Monday through Friday, 5:00 AM to 2:30 PM on Saturdays, and excluding holidays.

- The Contractor shall be required to weigh-in or establish a tare weight based on vehicle identification at the scale house which is operated by CRRA personnel. When the scales are open, the Contractor is responsible for weigh-out at the scale house when leaving the site. During hours when the scales are closed, the WPF operator shall weigh loaded trailers/containers and park loaded trailers in the WPF staging area. 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 are two (2) in-bound scales (40-foot) and one (1) out-bound scale (70 foot) at the waste processing facility to facilitate this process. Contractor's vehicles must conform to the scale dimensions at the waste processing 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 Acceptable Waste. During any period when there are no certified scales in operation at the waste processing facility, the Contractor shall be required to perform off-site weighing at a certified scale designated by CRRA.
- Upon notice by CRRA, the Contractor shall pick up bypassed waste at the four (4) transfer stations located in Ellington, Essex, Torrington and Watertown, Connecticut. Bypassed waste will be "live loaded" by the facility operator. For bypassed waste resulting from planned outages of the WPF or power and energy generating facility, CRRA will notify the Contractor by close of business on Thursdays of its intent to have the Contractor transport and dispose of bypassed waste beginning on Monday of the following week. For unscheduled (emergency) shutdown of the WPF or power and energy generating facility, CRRA will provide notice of such shutdown at the earliest practical time. The Contractor shall be expected to pick up emergency bypassed waste within 24 hours of CRRA notice. With each notification, CRRA will provide the Contractor with an estimate of the anticipated amount of bypassed waste to be transported and disposed. CRRA cannot guarantee the total amount of bypassed waste, or the schedule by which it will be generated since it is dependent upon any unscheduled downtime that may occur at the WPF or power and energy generating facility.



Except for emergency outage situations, the Contractor shall pick up loaded trailers/containers of bypassed waste during the normal business hours of the transfer stations. These are as follows:

|            |  |
|------------|--|
| Ellington  | 7:30 AM to 2:30 PM, Monday through Friday;<br>No Saturday pick up. |
| Essex      | 6:00 AM to 2:30 PM, Monday through Saturday                        |
| Torrington | 6:00 AM to 3:00 PM, Monday through Saturday                        |
| Watertown  | 6:00 AM to 2:30 PM, Monday through Saturday                        |

- The Contractor shall be properly authorized by the U.S. Department of Transportation and Connecticut DOT to provide waste 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 waste from pick up to the disposal location, in compliance with applicable law and regulations. Should waste 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 bypassed waste, non-processible waste and process residue at the disposal facility. The Contractor must have and maintain sufficient capacity for the disposal of this waste 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, suits, 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 bypassed waste in accordance with Applicable Law and Contract requirements. 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 and allow for "live loading" by the facility operator. 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.
- Upon notice by CRRA, the Contractor shall pick up bypassed waste at the Wallingford Resource Recovery Facility, Wallingford, Connecticut. For bypassed waste resulting from planned outages of the resource recovery facility, CRRA will notify the Contractor by close of business on Thursday of its intent to have the Contractor transport and dispose of bypassed waste beginning on Monday of the following week. For unscheduled (emergency) shutdown of the resource recovery facility, CRRA will provide notice of such shutdown at the earliest practical time. The Contractor shall be expected to pick up emergency bypassed waste within 24 hours of CRRA notice. With each notification, CRRA will provide the Contractor with an estimate of the anticipated amount of bypassed waste to be transported and disposed. CRRA cannot guarantee the total amount of bypassed waste, or the schedule by which it will be generated since it is dependent upon any unscheduled downtime that may occur at the resource recovery facility.

Trailers/containers will be live loaded by the facility operator and removed by the Contractor when loaded.

Except for emergency outage situations, bypassed waste will be loaded and transported from the site between the hours of 11:00 PM and 6:00 AM, Monday through Saturday. The current operating permit restricts loading to no more than six (6), 100 cubic yard trailers per night.

The Contractor shall be responsible for providing sufficient empty trucks/trailers/containers to provide for on-call, emergency loading 24 hours per day, 7 days per week.

- After bypassed waste 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 facility.
- Each of the Contractor's incoming empty trailers, and each of the Contractor's out-going trailers loaded with bypassed waste, shall be weighed at the facility scale. The amount of bypassed waste 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 bypassed waste 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 bypassed waste 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 bypassed waste 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 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 bypassed waste 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 bypassed waste from pick up to the disposal location, in compliance with applicable law and regulations. Should bypassed waste 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 bypassed waste at the disposal facility. The Contractor must have and maintain sufficient capacity for the disposal of bypassed waste 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 comply with all Applicable Law in the performance of its obligations. 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. 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.

## **4.2 Schedule**

### **4.2.1 Mid-Connecticut Project**

Services may commence on January 1, 2009. Services shall be provided for a six and one-half (6 ½) year term, with the option for two (2), two-year renewals.

### **4.2.2 Wallingford Resource Recovery Facility**

Services shall commence on January 1, 2009, and continue through June 30, 2010, with the option for five (5), one-year renewals.

## **5.0 SUMMARY OF CONTRACT PRINCIPLES**

A Draft Contract is being prepared. It will be distributed shortly to each of the RFQP recipients, as an addendum to the RFQP.

## **6.0 PROPOSAL EVALUATION PROCESS AND EVALUATION CRITERIA**

### **6.1 General Approach**

Proposals will be evaluated by the procedures and criteria described in this RFQP.

CRRA will, subject to its right to reject any and all Proposals, select the Proposal it finds most advantageous. Such Proposal may not be the lowest in price. Both price and non-price criteria described in this Section 6 will be considered in evaluating Proposals. 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 with any or all Proposers.

Proposals will be evaluated by a selection committee(s) consisting of personnel from CRRA, Alternative Resources, Inc., Halloran & Sage LLP, and other parties as CRRA may designate.

Technical Proposals will be evaluated in accordance with the procedures described in Section 6.2. Price Proposals will be evaluated in accordance with procedures described in Section 6.3. Then, considering both Technical Proposals and Price Proposals, the Proposer(s) whose Proposal(s) in its entirety is deemed most advantageous to CRRA will be selected for contract negotiation. Contract award shall be subject to approval of the CRRA Board of Directors.

### **6.2 Evaluation Criteria and Evaluation Process for Technical Proposals**

Evaluation criteria for Technical Proposals are presented in Table 6-1. Technical Proposals will be evaluated for each evaluation criterion as "Highly Advantageous", "Advantageous", or "Minimum". Each Technical Proposal will first be evaluated to determine if it meets the "Minimum" rating for each criterion. If a Technical Proposal does not meet any "Minimum" evaluation criterion, it will not receive further consideration. Technical Proposals which meet the "Minimum" evaluation criteria will then be evaluated to determine if for each criterion they can be ranked as "Advantageous" or "Highly Advantageous". Following this evaluation, each Technical Proposal will be assigned a composite rating taking into account all criteria except price.

### **6.3 Review of Price Proposals**

The review of Price Proposals will consist of 1) a review to determine the completeness of the Proposals and 2) a life-cycle economic analysis and a present worth analysis of annual cash flow for each Technical Proposal that meets all Minimum rating criteria.

Using the proposed prices, life cycle economic analyses will be prepared for the contract term. In computing present worth, the discount factor used for the analysis will be 4.85%.

**Table 6-1****TECHNICAL PROPOSAL EVALUATION CRITERIA**

| <b>Criteria</b>   | <b>Minimum Rating Criteria</b>   | <b>Advantageous Rating Criteria</b>  | <b>Highly Advantageous Rating Criteria</b>   |
|---|--|--|--|
| 1. Completeness   | Complete response to RFQP  | Not Applicable (N/A)   | N/A  |
| 2. Proposer Experience in Providing MSW Disposal Services       | Three (3) years  | Greater than three (3) years, less than 10 years   | Exceeds ten (10) years   |
| 3. Proposer Experience in Providing MSW Transportation Services | Three (3) years  | Greater than three (3) years, less than 10 years   | Exceeds ten (10) years   |
| 4. Experience of Key Personnel, Transportation 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 Minimum Criterion, has not been terminated from a contract for similar services in past three (3) years.<br><br>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.<br><br>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)****TECHNICAL PROPOSAL EVALUATION CRITERIA**

| <b>Criteria</b>  | <b>Minimum Rating Criteria</b>  | <b>Advantageous Rating Criteria</b>  | <b>Highly Advantageous Rating Criteria</b>   |
|--|---|--|--|
| 7. Proposer Financial Strength   | <p>If the Proposer is a company, provision of corporate guarantee and evidence of ability to secure performance bond 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 and required insurance, and maintain such instruments for the length of the contract.</p> | <p>In addition to Minimum 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 Minimum 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 Minimum 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 Minimum 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 transportation and disposal needs by prescribed start date and throughout term of contract  | Approach that demonstrates can <u>exceed</u> CRRA transportation and disposal needs by prescribed start date and throughout term of contract (e.g., more than adequate truck/trailer fleet or rail transportation equipment, flexibility to accommodate variability in waste quantity, emergency schedule needs)   | Approach that meets Advantageous Rating Criteria <u>and</u> offers one contract for both transportation and disposal services.   |
| 10. Disposal at Subtitle D 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; each landfill exceeds needed capacity and can be used for this contract   |
| 11. Distance to Proposed Landfill(s)   | N/A   | Less than 500 miles one way  | Less than 300 miles one way  |



**Table 6-1 (continued)****TECHNICAL PROPOSAL EVALUATION CRITERIA**

| <b>Criteria</b>   | <b>Minimum Rating Criteria</b>  | <b>Advantageous Rating Criteria</b> | <b>Highly Advantageous Rating Criteria</b> |
|---|---|-------------------------------------|--|
| 12. Conformance with Terms and Conditions of Draft Contract | 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 Proposal Form 14-. |                                     |  |

#### **6.4 Selection and Contract Negotiations**

A written notice from CRRA will be sent to the Preferred Proposer(s) notifying it that it has been selected for negotiation of a contract(s).

In negotiation of the contract(s), the Proposer will have the following obligations:

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

The Proposer and Contractor recognize that CRRA has no liability to any party until a contract is approved, and only to the extent provided for in such contract.

## **7.0 CONTENT OF PROPOSAL AND SUBMITTAL REQUIREMENTS**

Proposers can provide services for both the Mid-Connecticut Project and the Wallingford Resource Recovery Facility, or services at either the Mid-Connecticut Project or the Wallingford Resource Recovery Facility. Section 7.1 describes requirements for the Technical Proposal. Section 7.2 presents Price Proposal requirements.

No pricing information shall be presented in the Technical Proposal. As described further in Section 7.1.2.4, 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 Technical Proposal.

Price Proposals must be submitted in a separately sealed envelope, clearly identified and marked as the Price Proposal.

Proposals (original (provide CD with original in ".pdf" format and seven (7) paper copies) shall be submitted by 4:00 PM local time, April 28, 2008. Proposals received after that time and date shall not be accepted.

Proposals shall be submitted to:

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

### **7.1 Technical Proposal Submittal Requirements**

#### **7.1.1 General Requirements**

Proposers are requested to follow the format outlined in this section. Proposals 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 Proposal. 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 Proposal is easily readable by CRRA.

Technical Proposals are to be organized in the following sequence:

- Cover Letter
- Bid Security (Bid-Bond or alternative security)

- Title Page
- Table of Contents
- Confidentiality Statement
- Executive Summary
- Proposer/Team Information
- Legal Structure of Proposer
- Technical Qualifications and Experience
- Financial Information
- Technical Approach
- Conditions of Offer
- Appendices (includes Proposal Forms and any supplemental information)

Specific descriptions of the information to be presented in each section of the Technical Proposal are discussed in Section 7.1.2 of this RFQP.

## **7.1.2 Contents of Technical Proposal**

### **7.1.2.1 Cover Letter and Bid Security**

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 (It should be noted that CRRA intends to enter into a contract with the prime contractor being the party that provides the disposal service.);
- 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 Proposal constitutes a firm and binding offer by the Proposer to CRRA considering the terms and conditions outlined in this RFQP and noting any technical 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 Technical Proposal. No price information shall be included in the cover letter.

Bid Security (bid bond or alternative security) shall be provided with the Technical Proposal.

All Proposers, companies and public bodies, are to provide with the Technical Proposal 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 Proposal Form 7, Appendix 1, for the form of the Bid Bond. The unapproved withdrawal of a Proposal will result in forfeiture of the Bid Bond or alternative security.

#### **7.1.2.2 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.

#### **7.1.2.3 Table of Contents**

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

#### **7.1.2.4 Confidentiality Statement**

Proposers are hereby advised that any information contained in or submitted with or in connection with its Proposal(s) is subject to the Connecticut's Freedom of Information Statutes. By submitting a Proposal, 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 Technical Proposal. If so requested by the Proposer, CRRA shall use best efforts to keep said financial statements and information in confidence.

#### **7.1.2.5 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 which the Proposer submits a Proposal;
- the Proposer's willingness to accept CRRA's contract terms and conditions, noting any major conditions or exceptions;
- specific reason(s) for selecting 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.

No price information shall be included in the Executive Summary.

#### **7.1.2.6 Proposer/Team Information**

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. (CRRA 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 CRRA against any disposal liability. If the disposal company is proposed as the prime contractor, then the transportation company shall also guarantee its services and indemnify CRRA against any transportation 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 Proposals 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.

#### **7.1.2.7 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. (CRRA 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 CRRA against any disposal liability. If the disposal company is proposed as the prime contractor, then the transportation company shall also guarantee its services and indemnify CRRA against any transportation 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 Proposals are presented as one submittal.) Copies of any such agreements should be provided as an Appendix 2 to the Proposal. The Proposer must be properly registered to do business in Connecticut, or state its intent to become so if not already so registered. If the Proposer is a corporation, a certificate of good standing/legal existence from the state of incorporation and, if available, a qualification to do business from the State of Connecticut must be provided. This latter information is to also to be submitted with Appendix 2 to the Proposal.

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?)

### 7.1.2.8 Technical Qualifications and Experience

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

- Description of three (3) similar projects for solid waste transportation 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 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 CRRA.
- 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 Proposal 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, or OSHA within the past three (3) years, recognized safety awards, and Proposer's lost-time accident record compared with industry standards.

### **7.1.2.9 Financial Information**

#### Publicly Traded and Private Companies

Companies that are Proposers must submit Proposal Form 11, 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 CRRA, CRRA 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 Proposal Form 14 (Financial Resources Data), included in Appendix 1 of the RFQP, 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 RFQP 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 RFQP 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 Proposal Form 14 or that requested in this subsection, Proposers may request that CRRA keep such financial information in confidence/private. See Section 7.1.2.4 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 Proposal, 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 Proposal.

#### **7.1.2.10 Technical Approach**

Provide a description of how the services will be provided, including provision of transfer trailers/containers, transportation and disposal services. Describe the facilities to be used, providing the information requested in Table 7-1. Describe the mode of transportation and transportation route. Describe equipment to be used, including types of containers, trailers, trucks and/or rail cars. 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 7.1.2.6) 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.

#### **7.1.2.11 Conditions of Offer**

If the Proposer takes any exceptions, or has conditions, additions or clarifications to the Scope of Services or the terms and conditions of the Draft Contract or to any non-price provision that is stated in this RFQP, they should be so noted. No pricing information shall be included in the Technical Proposal.

#### **7.1.2.12 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 RFQP 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.

#### **7.1.2.13 Appendices**

Appendix 1 to the Technical Proposal is to include all completed Proposal Forms as presented in Appendix 1 to this RFQP.

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 RFQP and Proposal Form 12, should the Proposer be awarded a contract. Said letter should document that an LOC of \$5,000,000 could be made available, if required.

Include all other reports and any bulky materials requested in this Section 7.1 as additional Appendices.

**Table 7-1****INFORMATION TO BE OBTAINED AS PART OF EXTERNAL  
SOLID WASTE FACILITY AUDIT FOR TRANSFER AND DISPOSAL FACILITIES**

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. Copy of valid solid waste operating permit.
5. Name and phone number of state environmental regulatory contact(s) who oversees permitting/compliance of the facility (solid waste, water, air).
6. List of other environmental permits (air, water, etc.) (copies not required).
7. Amount of Pollution Liability Insurance carried by facility (enclose insurance certificate).
8. Dollar amount of facility closure and post-closure cost estimate. (Landfill Only)
9. Funding mechanism used to guarantee closure and post-closure. (Landfill Only)
10. 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).
11. Identify if the facility is on the CERCLIS or National Priorities List? (Landfill Only)
12. 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 Proposal, but may be requested at a later date. If requested, reports are to be provided to CRRRA within 3 working days of said request.)
13. 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)
14. Is facility constructed with a synthetic base liner? (Landfill Only)
15. Does facility have a leachate collection system? (Landfill Only)
16. Does facility have a groundwater monitoring program? (Landfill Only)
17. Does facility have a gas collection system? Is gas used to generate electricity? (Landfill Only)

## 7.2 Price Proposal Submittal Requirements

### 7.2.1 General Requirements

The Price Proposal must be submitted in a separately bound and sealed envelope (clearly marked).

Legibility, clarity and completeness of the Price Proposal Forms are essential. All information in the Price Proposal must be easily readable and understandable by CRRA.

Any erasures or other changes in the Price Proposal must be initialed by a person with the authority to commit the Proposer to such change. In cases where total amounts do not agree with the amounts identified for individual items, the amounts presented for the individual items may be added to compute the correct total amount.

### 7.2.2 Contents of Price Proposal

Price Proposals must be organized in the following manner:

- Cover Letter
- Title Page
- Price Proposal Form(s)
- Discussion of Price Proposal and Annual Adjustments
- Conditions of Offer

#### 7.2.2.1 Cover Letter

The cover letter shall bind the Proposer to its proposed offer to CRRA. It shall be signed by a person authorized to commit the Proposer to the contractual arrangements with CRRA. The cover letter shall:

- identify the business entity that will contract with CRRA;
- state that the Service Fee structure and the methodology for making adjustments to the Service Fee, as described in this RFQP, are acceptable to the Proposer;
- state that the Price Proposal constitutes a firm and binding offer by the Proposer to CRRA;
- state that the proposed prices are consistent with CRRA terms and conditions in the RFQP, unless specific exceptions and conditions are noted; and
- provide the name of Proposer's contact person, address, telephone and fax numbers, and email address.

### 7.2.2.2 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, title, telephone number, fax number and email address of the contact person authorized by the Proposer to discuss contractual arrangements with CRRA. This person will be considered by CRRA as the Proposer's contact point for all communication regarding this procurement.

### 7.2.2.3 Price Proposal Forms

#### Price Proposal Forms, Monthly Service Fee

Price Proposal Forms are contained in Appendix 2 of this RFQP. Proposers are to complete the Price Proposal Forms in accordance with instructions on the forms.

The Proposer is to provide in its prices sufficient funding to cover all services, including the cost of all labor, equipment, utilities, fuel, chemicals, materials, supplies, third-party services and equipment. Transportation prices should include and reflect the cost of all equipment, vehicles and containers that may be provided, as well as the cost of service delivery.

The Contractor shall be compensated monthly on a per ton basis for each ton of material actually transported and disposed of by the Contractor. The Service Fee paid monthly to the Contractor (for actual tons transported and disposed during the month) shall be the sum of the transportation price and disposal price, as adjusted for changing fuel costs. See discussion below.

#### Price Adjustment for Transportation Price for Changing Fuel Costs

Transportation prices shall be subject to a monthly Fuel Surcharge Adjustment as described below.

For transportation by truck, per ton transportation prices shall be increased or decreased by an amount to be proposed by the Proposer in Price Proposal Form 2 (Table PPF2-1) for every ten cent (10-cent) increase or decrease in the price of diesel fuel above or below the threshold price of **[\$3.500]** per gallon. The Bureau of Labor Statistics (BLS) Average Price Data, Series IDAPU010074717, Northeast Urban, Automotive Diesel Fuel, shall be used as the basis for diesel fuel prices. This data is published monthly.

Proposers proposing rail transportation shall prepare a comparable rail-based adjustment table (as Table PPF2-2) in Price Proposal Form 2.

### Sales and Use Tax Exemption

Pursuant to Section 22a-270 of the Connecticut General Statutes, CRRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the Service Fees, and Contractor shall not charge or pass through any Connecticut Taxes to CRRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

CRRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Services contemplated by this RFQP.

Proposer should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services (DRS) and any other applicable tax authority, with regard to such tax authorities' policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Services contemplated by this RFQP, and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this RFQP.

Contractor and CRRA agree that Contractor is an independent contractor. However, notwithstanding Contractor's status as an independent contractor, 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.

#### **7.2.2.4 Discussion of Price Proposal and Annual Adjustments**

This section provides an opportunity for the Proposer to discuss any aspects of the Service Fee, annual or other adjustments, or any other areas related to the Price Proposal. Suggestions, if any, for alternative structures or methods should be discussed in this section. Also, suggestions for cost saving approaches should be identified in this section. The Proposer may wish to provide additional explanations on how prices were determined for its

Proposal, or on any other factors that might be relevant or indicate the Proposer's understanding of the issues at hand.

**7.2.2.5 Conditions of Offer and Alternative Proposals**

If the Proposer takes any exceptions, or has conditions, additions or clarifications to the Scope of Services or the key terms and conditions of Contract or to any price provision that is stated in this RFQP, they should be so noted and the impact on price specified.



## **8.0 APPENDICES**

Appendix 1: Proposal Forms

Appendix 2: Price Proposal Forms

Appendix 3: TRC Process Residue Sampling & Analysis Report, June 2006 (provided as enclosure with RFQP)

Appendix 4: RFQP Distribution List

**APPENDIX 1****PROPOSAL FORMS**

- Proposal Form 1: Proposal Form
- Proposal Form 2: Non-Collusion Certificate
- Proposal Form 3: Proposer's (Bidder's) Background Questionnaire
- Proposal Form 4: Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety
- Proposal Form 5: Waiver of Damages Form
- Proposal Form 5A: Certification Concerning Nondiscrimination
- Proposal Form 6: Affidavit of Third Party Fees
- Proposal Form 7: Proposal Bond Form
- Proposal Form 8: Performance Bond
- Proposal Form 8A: Letter of Intent from Surety to Provide Performance Bond
- Proposal Form 9: Contractor's Certification Concerning Gifts
- Proposal Form 10: SEEC Form 11 – Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban
- Proposal Form 11: Corporate Guarantee Statement
- Proposal Form 12: Letter of Credit
- Proposal Form 13: Insurance Company Letter of Intent
- Proposal Form 14: Financial Resources Data
- Proposal Form 15: CRRRA Vehicle Safety Standards Compliance

**PROPOSAL FORM 1****PROPOSAL FORM**

**PROJECT:** Mid-Connecticut Project; Wallingford Project

**CONTRACT NUMBER:** FY08-EN-002

**CONTRACT FOR:** Contract for Transportation and Disposal Services, Mid-Connecticut Project and Wallingford Resource Recovery Facility

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

**1. DEFINITIONS**

Unless otherwise defined herein, all terms that are not defined and used in this Proposal Form (a "Proposal") shall have the same respective meanings assigned to such terms in the Request for Qualification and Proposal (RFQP) and the Draft Contract made part of the RFQP.

**2. TERMS AND CONDITIONS**

- (a) Except as otherwise identified and described, the undersigned (the "Proposer") accepts and agrees to all terms and conditions of the RFQP, and any Addenda to the RFQP. This Proposal shall remain open and subject to acceptance for one hundred twenty (120) days after the Proposal Due Date.

**3. PROPOSER'S OBLIGATIONS**

Proposer agrees to the following:

- (a) To enter into and execute a contract (Agreement) substantially similar in form and substance to the Draft Contract included in the RFQP;
- (b) To execute and deliver to CRRA the Contractor's Certificate Concerning Gifts; and
- (c) To perform, furnish and complete all the Services as specified or indicated in the RFQP for the applicable prices, rates and/or costs set forth in this Proposal and substantially similar in form and substance with the terms and conditions of the Draft Contract included in the RFQP.

**PROPOSAL FORM 1 (continued)****4. PROPOSER'S REPRESENTATIONS**

In submitting this Proposal, Proposer represents that:

- (d) Proposer has examined and carefully studied the RFQP package documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

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- (e) Proposer has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Services.
- (f) Proposer understands and agrees that the RFQP contains information and estimates with regard to historical amounts of waste that is to be handled and/or processed by the successful Proposer selected pursuant to this procurement. CRRA makes no warranty or representation that the historical quantities of waste accurately reflect future quantities of such material or future requirements of the Mid-Connecticut Project, or the Services to be performed. It is understood and agreed that any successful Proposer or Contractor shall not use any information or estimates made available to it or otherwise obtained by it in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between the available or obtained information and the actual conditions, quantities or other circumstances encountered or experienced during the performance of the services. By submitting a proposal, each Proposer expressly waives each and every such claim or demand.
- (g) Proposer is fully informed and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services.
- (h) Proposer acknowledges that CRRA does not assume responsibility for the accuracy or completeness of the information and data, if any, shown or indicated in the RFQP.
- (i) Proposer is aware of the nature of the work to be performed by CRRA and others at the site that relates to the Services for which this Proposal is submitted.
- (j) Proposer has given CRRA written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the RFQP and the written

**PROPOSAL FORM 1 (continued)**

resolution thereof by CRRA is acceptable to Proposer or, if Proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the RFQP, such failure shall be deemed by both Proposer and CRRA to be a waiver to assert these issues and claims in the future. The RFQP is generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the Services for which this Proposal is submitted.

- (k) Pursuant to Section 22a-270 of the Connecticut General Statutes, CRRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the Service Fees, and Contractor shall not charge or pass through any Connecticut Taxes to CRRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

CRRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Services contemplated by this RFQP.

Proposer should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services (DRS) and any other applicable tax authority, with regard to such tax authorities' policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Services contemplated by this RFQP, and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this RFQP.

Contractor and CRRA agree that Contractor is an independent contractor. However, notwithstanding Contractor's status as an independent contractor, 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.

- (l) With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement

**PROPOSAL FORM 1 (continued)**

or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 (Proposal Form 10).

- (m) In submitting this Proposal, Proposer:
- (1) recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with Proposer's Proposal is subject to disclosure if required by law or otherwise; and
  - (2) expressly waives any claim(s) that Proposer or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.
- (n) By submission of this Proposal and subsequent participation in negotiations, the Proposer, together with any affiliates or related persons, the guarantor and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, to the best of its knowledge and belief:
- (1) the prices negotiated have been arrived at as the result of an independent business judgement without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
  - (2) unless otherwise required by law, the prices that have been quoted during negotiations have not, directly or indirectly, been knowingly disclosed by the Proposer prior to "opening" to any other person or company;
  - (3) no attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;
  - (4) Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; and
  - (5) Proposer has not sought by collusion to obtain for itself any advantage for the services over any other Proposer for the services or over CRRA.

**PROPOSAL FORM 1 (continued)**

- (o) By submission of this Proposal, the Proposer, together with any affiliates or related business entities or persons, the guarantor and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all the forms included in the Proposal that are submitted to CRRA as part of its Proposal are identical in form and content to the preprinted forms in the Proposal except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.
  
- (p) Proposer and all its affiliates and subsidiaries understand that by submitting a Proposal, Proposer is acting at its and their own risk and Proposer does for itself and all its affiliates, subsidiaries, successors and assigns hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:
  - (1) any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all Proposals by CRRA or any of its directors, officers, employees or authorized agents;
  - (2) any agreement entered into for services (or any part thereof); and/or
  - (3) any award or non-award of a contract for services (or any part thereof) pursuant to this procurement.

**5. ATTACHMENTS**

All Proposal Forms and Pricing Forms and other information submitted by the Proposer are made a part of this Proposal.

**PROPOSAL FORM 1 (continued)**

**6. NOTICES**

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

|                       |  |
|-----------------------|--|
| Proposer Name (Firm): |  |
| Proposer Contact:     |  |
| Title:                |  |
| Address:              |  |
|                       |  |
|                       |  |
| Telephone Number:     |  |
| Fax Number:           |  |
| E-Mail Address:       |  |



**PROPOSAL FORM 1 (continued)**

**7. ADDITIONAL REPRESENTATIONS**

Proposer hereby represents that:

The undersigned is duly authorized to submit this Proposal on behalf of the Proposer.

**AGREED TO AND SUBMITTED ON**  , 2008.

|                                       |  |
|---------------------------------------|--|
| Name of Proposer:                     |  |
| Signature of Proposer Representative: |  |
| Name and Title:                       |  |
| Address:                              |  |
|                                       |  |
|                                       |  |
| Telephone:                            |  |
| Fax:                                  |  |
| E-Mail:                               |  |



PROPOSAL FORM 2

NON-COLLUSION CERTIFICATE

TRANSPORTATION AND DISPOSAL SERVICES
MID-CONNECTICUT PROJECT AND
WALLINGFORD RESOURCE RECOVERY FACILITY

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

By submission of this proposal, the Proposer identified below, together with any affiliates or related persons, the guarantor and any joint ventures, hereby certifies under penalty of perjury and risk of termination of the Agreement, if awarded, that to the best of its knowledge and belief:

- 1. The prices in the proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
2. Unless otherwise required by law, the prices that have been quoted in this proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to "opening" to any other person or company;
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
4. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham bid;
5. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer for this Service or over CRRRA; and
6. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Proposer as well as to the person signing on its behalf.

Name: [ ]

Title: [ ]

State of [ ]

County of [ ]

[ ] being fully sworn, deposes and says that he is the [ ] of [ ]

Proposer herein, that he has read the foregoing statement of non-collusion, and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this [ ] day of [ ], 2008

[ ]

Notary Public/Commissioner of the Superior Court

PROPOSAL FORM 3



**PROPOSER'S (BIDDER'S) BACKGROUND QUESTIONNAIRE**

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

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

**PROPOSAL FORM 3 (continued)**

|   |                          |                          |
|---|--------------------------|--------------------------|
| <p>4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder has an ownership interest in excess of 50% in such entity ever been the subject of a <b>civil</b> investigation?</p> <p><i>If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
|   | Yes                      | No                       |
| <p>5. Has the Bidder or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p><i>If you answered "Yes" to Question 5, on a separate sheet of paper please explain.</i></p>  | <input type="checkbox"/> | <input type="checkbox"/> |

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

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

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

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

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

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

|                         |  |        |  |      |
|-------------------------|--|--------|--|------|
| Sworn to before me this |  | day of |  | 2008 |
|-------------------------|--|--------|--|------|

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

PROPOSAL FORM 4



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

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

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

**PROPOSAL FORM 4 (continued)****LIST OF ACRONYMS**

|      |   |   |
|------|---|---|
| RCSA | – | Regulations of Connecticut State Agencies                             |
| CHRO | – | State of Connecticut Commission on Human Rights and Opportunities     |
| DECD | – | State of Connecticut Department of Economic and Community Development |
| MWDP | – | Minority/Women/Disabled Person  |

**FOOTNOTE**

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

**SCHEDULE A  
CRITERIA FOR A SMALL CONTRACTOR**

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

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

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

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

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

**CONNECTICUT GENERAL STATUTES SECTION 32-9n**

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

PROPOSAL FORM 5



**WAIVER OF DAMAGES FORM**

**MID-CONNECTICUT PROJECT AND  
WALLINGFORD RESOURCE RECOVERY FACILITY  
WASTE TRANSPORTATION AND DISPOSAL SERVICES**

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

- (1) Any action or inaction on the part of the Connecticut Resources Recovery Authority (CRRRA) or any of its directors, officers, employees or authorized agents concerning the evaluation and selection of bids by CRRRA or any of its directors, officers, employees or authorized agents;
- (2) Any agreement entered into for the services described in the RFQP; and/or
- (3) Any award or non-award of a contract, pursuant to such RFQP.

|                                   |  |
|-----------------------------------|--|
| Name of Proposer:                 |  |
| Signature of Authorized Official: |  |
| Typed Name of Official:           |  |
| Title:                            |  |
| Date:                             |  |

PROPOSAL FORM 5A



|  |
|--|
| <p><b>CERTIFICATION CONCERNING<br/>NONDISCRIMINATION</b></p> |
|--|

*(This certification must be executed by an individual or business entity submitting a bid/proposal to the Connecticut Resources Recovery Authority regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

Attached are the policies and procedures, which have not been modified or rescinded, adopted by the appropriate governing body or management of \_\_\_\_\_ *[Name of entity].*

In carrying out its obligations under the Agreement for Transportation and Disposal of Waste for the Mid-Connecticut Project and the Wallingford Resource Recovery Facility, \_\_\_\_\_ *[Name of entity].*

will abide by the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By: *[Signature]* \_\_\_\_\_

Print Name: \_\_\_\_\_

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





**AFFIDAVIT OF THIRD PARTY FEES**  
*(Form A2)*

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

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

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

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

*(Attach additional copies of this page as necessary.)*

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

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

|               |  |
|---------------|--|
| Signed:       |  |
| Name (Print): |  |
| Title:        |  |

|                         |  |        |  |     |  |
|-------------------------|--|--------|--|-----|--|
| Sworn to before me this |  | day of |  | 200 |  |
|-------------------------|--|--------|--|-----|--|

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

<sup>1</sup> Please attach documents evidencing the terms of the fee arrangement and services.



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

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

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

***Attach additional pages as necessary.***

**PROPOSAL FORM 7**

**PROPOSAL BOND FORM**

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

**PROPOSER** (Name and Address):

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

|  |  |
|--|--|
|  |  |
|--|--|

**OWNER** (Name and Address):

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

**PROPOSAL**

|   |   |
|---|---|
| <b>DUE DATE:</b>  |   |
| <b>AMOUNT:</b>  |   |
| <b>PROJECT DESCRIPTION</b><br><small>(Including Name and Location):</small> | Waste Transportation and Disposal Services for the Mid-Connecticut Project and Wallingford Resource Recovery Facility |

**BOND**

|  |  |
|--|--|
| <b>BOND NUMBER:</b>  |  |
| <b>DATE</b> <small>(Not later than Bid/Proposal Due Date):</small> |  |
| <b>PENAL SUM:</b>  | One Hundred Thousand DOLLARS (\$100,000.00 ) |

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

**BIDDER/PROPOSER**

**SURETY**

(SEAL)

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

**PROPOSAL FORM 7 (Continued)**TERMS AND CONDITIONS TO BID/PROPOSAL BOND

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

**PROPOSAL FORM 8**

**PERFORMANCE BOND**

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

**CONTRACTOR** (Name and Address):

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

|  |  |
|--|--|
|  |  |
|--|--|

**OWNER** (Name and Address):

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

**AGREEMENT**

|   |   |
|---|---|
| <b>DATE:</b>  |   |
| <b>AMOUNT:</b>  |   |
| <b>PROJECT DESCRIPTION</b><br><small>(Including Name and Location):</small> | Waste Transportation and Disposal Services for the Mid-Connecticut Project and Wallingford Resource Recovery Facility |

**BOND**

|   |                                     |
|---|-------------------------------------|
| <b>BOND NUMBER:</b>   |                                     |
| <b>DATE:</b> <small>(Not earlier than Agreement Date)</small> |                                     |
| <b>AMOUNT:</b>  | Five Million DOLLARS (\$5,000,000 ) |

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on Pages 2 and 3 hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

|  |
|--|
|  |
|--|

(SEAL)

|  |
|--|
|  |
|--|

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

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

**PROPOSAL FORM 8 (continued)****TERMS AND CONDITIONS TO PERFORMANCE BOND**

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the foregoing Agreement, the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.
2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
  - 3.2. The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
  - 3.3. The Owner has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Agreement in accordance with the terms of the agreement with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or
  - 4.2. Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or
  - 4.4. Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
    - 4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
    - 4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
  - 6.2. Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed

**PROPOSAL FORM 8 (continued)**

- performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
  12. Definitions.
    - 12.1. Balance of the Agreement Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.
    - 12.2. Agreement: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.
    - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any of the terms of the Agreement.
    - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

**PROPOSAL FORM 8A**

**LETTER OF INTENT FROM SURETY TO PROVIDE PERFORMANCE BOND**

(to be typed on Surety's Letterhead)

Mr. Peter Egan  
Director of Environmental Affairs and Development  
Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, CT 06103

Dear Mr. Egan:

\_\_\_\_\_ (the "Proposer") has submitted a Proposal in response to the Connecticut Resources Recovery Authority's ("CRRRA") Request for Qualifications and Proposals for Transportation and Disposal of Process Residue, Non-Processible Waste and Bypassed Waste from the Mid-Connecticut Project and Transportation and Disposal of Bypassed Waste from the Wallingford Resource Recovery Facility, March 2008 (the "RFQP").

We have reviewed the Proposer's Proposal which will form the basis of the contract(s). We hereby certify that we intend to provide required Performance Bonding set forth in this RFQP in the event the Proposer is selected for final negotiations and execution of the contract(s). Further, be advised that Performance Bonding of \$5,000,000 or more is available to the Proposer, if required.

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



## PROPOSAL FORM 9


**CONTRACTOR'S CERTIFICATION  
CONCERNING GIFTS**
**WASTE TRANSPORTATION AND DISPOSAL SERVICES FOR  
THE MID-CONNECTICUT PROJECT AND  
WALLINGFORD RESOURCE RECOVERY FACILITY**

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

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a Proposal for the Agreement that is the subject of this RFQP (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between October 1, 2007 and the date of execution of the Agreement, by
  - (a) The Contractor,
  - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's Proposal for or the negotiation of the Agreement, or
  - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's Proposal for or the negotiation of the Agreement

to

  - (1) Any public official or employee of CRRA who participated substantially in the preparation of the Proposal solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
  - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

PROPOSAL FORM 9 (continued)

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

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

|   |
|---|
| Peter Egan, Director of Environmental Affairs and Development |
|   |
|   |
|   |
|   |

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

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

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

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

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

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

## PROPOSAL FORM 9 (continued)

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

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

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

any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

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

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

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

## PROPOSAL FORM 10

## SEEC FORM 11

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

## PROPOSAL FORM 10

### Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this

subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**PROPOSAL FORM 11**

**CORPORATE GUARANTEE STATEMENT**

For valuable consideration and as an inducement to the Connecticut Resources Recovery Authority, which is a public instrumentality and political subdivision duly organized and validly existing under the laws of the State of Connecticut ("CRRA"), to enter into contract(s) that are based on its SOQ to provide waste transportation and disposal services to CRRA relative to the Mid-Connecticut Project and the Wallingford Resource Recovery Facility, the undersigned, \_\_\_\_\_ (Proposed Guarantor), a corporation duly organized and existing under the laws of the State of \_\_\_\_\_, hereby agrees to enter into a Guaranty Agreement with CRRA for timely and proper performance and observance of all of the obligations as represented in the RFQP dated March 2008, this Proposal dated \_\_\_\_\_, 2008, and the future contract(s), as negotiated.

The undersigned agrees that no modifications, extension or indulgence granted to its successors or assigns, shall release the undersigned from this guarantee. The undersigned acknowledges that the obligations of the undersigned shall not be terminated, affected or impaired by reason of the waiver of or delay in exercising of any of the rights of CRRA against the \_\_\_\_\_ (Guarantor).

This guarantee is absolute and unconditional. The undersigned shall be entitled to assert as defenses hereunder any defenses available to Guarantor. This guarantee shall be construed under the laws of the State of Connecticut.

**IN WITNESS WHEREOF**, the undersigned has executed this continuing guarantee as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_  
 \_\_\_\_\_  
 (Guarantor)

Note: If the Proposer is a subsidiary or affiliate of another company and the Parent Company will provide a Parent Company Guarantee, the Parent Company must provide a letter guaranteeing the Proposer's obligations. Such letter shall accompany Proposer's Corporate Guarantee Statement. If the Proposer is a Partnership, or Joint Venture, the partners shall have joint and severable liability for meeting contract obligations. Partners must submit letters of commitment with the Proposer's Corporate Guarantee Statement.

## PROPOSAL FORM 12

**LETTER OF CREDIT**  
**To Be Issued By a Connecticut Bank or By a National Banking Association**

|  |   |                  |               |
|--|---|------------------|---------------|
| Irrevocable Standby Letter Of Credit No. | <b>[LETTER OF CREDIT #]</b>   |                  |               |
| Issuance Date:                           | <b>[DATE]</b>   | Expiration Date: | <b>[DATE]</b> |
| Beneficiary:                             | Connecticut Resources Recovery Authority<br>100 Constitution Plaza, 6th Floor<br>Hartford, CT 06103 |                  |               |

Gentlemen:

We hereby establish our Irrevocable Standby Letter Of Credit No. **[Letter Of Credit #]** in favor of the "Beneficiary," Connecticut Resources Recovery Authority ("CRRA"), at the request and for the account of **[Name of Contractor]**, for the sum or sums up to the aggregate amount of **[amount of Letter Of Credit]** available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at this office not later than our close of business on **[Date]** or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter Of Credit No. **[Letter Of Credit #]**."

Drafts must be accompanied by a certified statement from the Beneficiary that **[name of Contractor]** has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Agreement concerning Waste Transportation and Disposal Services for the Mid-Connecticut Project and Wallingford Resource Recovery Facility between **[name of Contractor]** and CRRA, dated as of **[Date]**.

Partial drawings hereunder are permitted.

We hereby agree with you that drafts drawn under and in compliance with the above terms of this Letter Of Credit shall be duly and promptly honored on due presentation and delivery to us on or before the above-referenced expiration date or any duly extended expiration date.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of **[name of the issuing Connecticut Bank or National Banking Association]** under this Letter of Credit is the individual obligation of **[name of the issuing Connecticut Bank or National Banking Association]** and is in no way contingent upon reimbursement with respect thereto.

It is a condition of this Letter Of Credit that it is deemed to be automatically extended without amendment for one (1) year from the expiration date stated above, or any future expiration date, unless not later than ninety (90) days prior to the expiration date stated above or the then current expiration date we notify you by registered mail that we elect not to renew this Letter Of Credit for any such additional period.

**PROPOSAL FORM 12 (continued)**

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter Of Credit shall be duly honored by us at your first demand, notwithstanding any contestation or dispute between you and **[name of Contractor]**, if presented to us in accordance with the provisions hereof.

This Letter of Credit is subject to and governed by the laws of the State of Connecticut, the decisions of the courts of that state, and the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500 and in the event of any conflict, the laws of the State of Connecticut and the decisions of the courts of that state will control. If this Letter Of Credit expires during an interruption of business of this bank as described in Article 17 of said Publication 500, **[name of issuing Connecticut Bank or National Banking Association]** hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business from such interruption.

Very truly yours,

---

Authorized Signature for

**[name of issuing Connecticut Bank or National Banking Association]**



**PROPOSAL FORM 13**

**INSURANCE COMPANY LETTER OF INTENT**

(to be typed on Insurance Company's Letterhead)

Mr. Peter Egan  
Director of Environmental Affairs and Development  
Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, CT 06103

Dear Mr. Egan:

\_\_\_\_\_ (the "Proposer") has submitted a Proposal in response to the Connecticut Resources Recovery Authority's ("CRRRA") Request for Qualifications and Proposals to Provide Solid Waste Transportation and Disposal Services Relative to the Mid-Connecticut Project and the Wallingford Resource Recovery Facility, March 2008 (the "RFQP").

The Insurance Company has reviewed the Proposer's Proposal which will form the basis of the contract(s). The Insurance Company hereby certifies that it intends to provide all Required Insurance set forth in this RFQP in the event the Proposer is selected for final negotiations and execution of the contract(s).

\_\_\_\_\_  
Name of Insurance Company

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**PROPOSAL FORM 14**

*(To be completed if Proposer is a publicly traded or private company)*

**FINANCIAL RESOURCES DATA**

(To be completed for Proposer, Guarantor and Major Participating Firms\*)

\_\_\_\_\_  
Name of company completing form

\_\_\_\_\_  
Name of individual completing form

\_\_\_\_\_  
Signature

**1. Bond Information**

Current bond ratings on two most recent senior debt issues.

|         | <b>Issue Description</b> | <b>Moody's Rating</b> | <b>S&amp;P's Rating</b> |
|---------|--------------------------|-----------------------|-------------------------|
| Issue 1 |                          |                       |                         |
| Issue 2 |                          |                       |                         |

**2. Financial Indicators**

Please complete the following table.

**Fiscal Year End:** \_\_\_\_\_

|    |                     | <b>1</b>    | <b>2</b>    | <b>3</b>    |
|----|---------------------|-------------|-------------|-------------|
|    |                     | <b>2005</b> | <b>2006</b> | <b>2007</b> |
| A. | Total Revenues      | \$          | \$          | \$          |
| B. | Net Income          | \$          | \$          | \$          |
| C. | Total Assets        | \$          | \$          | \$          |
| D. | Current Assets      | \$          | \$          | \$          |
| E. | Total Liabilities   | \$          | \$          | \$          |
| F. | Current Liabilities | \$          | \$          | \$          |
| G. | Equity (C-E)        | \$          | \$          | \$          |

\* Major Participating Firms include those whose participation amounts for 15% or more of the Annual Service Fee.

**PROPOSAL FORM 14 (continued)**

Using the information provided in the table, calculate:

**A. Revenue Growth Percentages.**

2006:  $(A2-A1)/A1$  \_\_\_\_\_ %  
 2007:  $(A3-A2)/A2$  \_\_\_\_\_ %

**B. Profitability Percentages.**Return on Revenue

2005:  $B1/A1$  \_\_\_\_\_ %  
 2006:  $B2/A2$  \_\_\_\_\_ %  
 2007:  $B3/A3$  \_\_\_\_\_ %

Return on Assets

2005:  $B1/C1$  \_\_\_\_\_ %  
 2006:  $B2/C2$  \_\_\_\_\_ %  
 2007:  $B3/C3$  \_\_\_\_\_ %

**C. Leverage Ratio**

2005:  $E1/G1$  \_\_\_\_\_  
 2006:  $E2/G2$  \_\_\_\_\_  
 2007:  $E3/G3$  \_\_\_\_\_

**D. Net Worth**

2005:  $C1-E1$  \$ \_\_\_\_\_  
 2006:  $C2-E2$  \$ \_\_\_\_\_  
 2007:  $C3-E3$  \$ \_\_\_\_\_

**E. Liquidity Ratio**

2005:  $D1/F1$  \_\_\_\_\_  
 2006:  $D2/F2$  \_\_\_\_\_  
 2007:  $D3/F3$  \_\_\_\_\_

**3. Dunn and Bradstreet Rating (Private Companies Only)**

Provide a copy of the D&B rating for the most recent year it was prepared.

**PROPOSAL FORM 15**

**CRRA VEHICLE SAFETY STANDARDS COMPLIANCE**

Proposers for the transportation and disposal of process waste, non-processible waste and bypassed waste, from the CRRA Mid Connecticut Project and transportation and disposal of bypassed waste from the Wallingford Resource Recovery Facility are required to be in compliance with and not limited to the following Federal Motor Carrier Safety Administration and State of Connecticut D.O.T. vehicle safety requirements.

This section must be fully completed and a **NO** answer should be addressed in writing and attached to the Proposal.

Proposer's drivers or their sub contracted drivers have a CDL or are licensed to drive both in and out of the State of Connecticut.

Yes \_\_\_\_\_ No \_\_\_\_\_

Proposers have record on file of driver's vehicle driving record.

Yes \_\_\_\_\_ No \_\_\_\_\_

Proposers have records of vehicles being used regarding transport weight capacity and compliance with Federal and CT. D.O.T. safety guidelines.

Yes \_\_\_\_\_ No \_\_\_\_\_

Proposers have vehicle maintenance procedures / schedules for both theirs and that of their sub contractor vehicles.

Yes \_\_\_\_\_ No \_\_\_\_\_

Proposers have safety procedures for theirs and that of their sub contractor vehicles regarding (Hand-Operated Controls, Foot Operated Controls, and Dash Board Displays) as outlined in both the Federal and CT State Safety Standards.

Yes \_\_\_\_\_ No \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Proposer)

**APPENDIX 2**  
**PRICE PROPOSAL FORMS**

Price Proposal Form 1: Proposed Transportation and Disposal Prices  
Price Proposal Form 2: Fuel Surcharge

**PRICE PROPOSAL FORM 1**  
**Proposed Transportation and Disposal Prices**  
**Connecticut Resources Recovery Authority**  
**Waste Transportation and Disposal Services**  
**Mid-Connecticut Project and Wallingford Resource Recovery Facility**

The undersigned hereby proposes to furnish the Connecticut Resources Recovery Authority with solid waste transportation and disposal services in accordance with CRRA's RFQP dated March 2008, and the undersigned's Proposal dated April 28, 2008.

**GUARANTEED FIXED PRICES FOR TRANSPORTATION AND DISPOSAL SERVICES**

|  | Contract Year 1<br>1/1/09-<br>6/30/09 | Contract Year 2<br>7/1/09-<br>6/30/10 | Contract Year 3<br>7/1/10-<br>6/30/11 | Contract Year 4<br>7/1/11-<br>6/30/12 | Contract Year 5<br>7/1/12-<br>6/30/13 | Contract Year 6<br>7/1/13-<br>6/30/14 | Contract Year 7<br>7/1/14-<br>6/30/15 |
|--|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| 1. <u>Transportation &amp; Disposal Prices – Mid-Connecticut Project</u> (dollars per ton) |                                       |                                       |                                       |                                       |                                       |                                       |                                       |
| (a) Transportation Price (Process Residue from Hartford facility)                          |                                       |                                       |                                       |                                       |                                       |                                       |                                       |
| (b) Transportation Price (Non-Processible Waste from Hartford facility)                    |                                       |                                       |                                       |                                       |                                       |                                       |                                       |
| (c) Transportation Price (Bypassed Waste from Transfer Stations)                           |                                       |                                       |                                       |                                       |                                       |                                       |                                       |
| (d) Process Residue Disposal Price   |                                       |                                       |                                       |                                       |                                       |                                       |                                       |
| (e) Non-Processible Waste Disposal Price   |                                       |                                       |                                       |                                       |                                       |                                       |                                       |
| (f) Bypassed Waste Disposal Price  |                                       |                                       |                                       |                                       |                                       |                                       |                                       |

**PRICE PROPOSAL FORM 1 (continued)**  
**Proposed Transportation and Disposal Prices**  
**Guaranteed Fixed Prices for Transportation and Disposal Services**

2. Transportation & Disposal Prices – Wallingford Resource Recovery Facility

Contract Year 1 1/1/09–6/30/09 Contract Year 2 7/1/09–6/30/10

|   |  |  |
|---|--|--|
| (a) Bypassed Waste Transportation Price |  |  |
| (b) Bypassed Waste Disposal Price       |  |  |

|                                     |                                    |                                     |                                    |                                     |                                    |                                   |
|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|-----------------------------------|
| Contract Year 1<br>1/1/09 – 6/30/09 | Contract Year 2<br>7/1/09– 6/30/10 | Contract Year 3<br>7/12/10– 6/30/11 | Contract Year 4<br>7/1/11– 6/30/12 | Contract Year 5<br>7/12/12– 6/30/13 | Contract Year 6<br>7/1/13– 6/30/14 | Contract Year 7<br>7/1/14-6/30/15 |
|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|-----------------------------------|

|  |                           |                           |                           |                           |                           |                           |
|--|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| <b>3. Fuel Surcharge for Transportation</b><br>Monthly increase of/decrease to Transportation Prices – as provided in Price Proposal Form 2. | See Price Proposal Form 2 | See Price Proposal Form 2 | See Price Proposal Form 2 | See Price Proposal Form 2 | See Price Proposal Form 2 | See Price Proposal Form 2 |
|--|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|

|                      |              |
|----------------------|--------------|
| <b>Signed:</b>       | <b>Date:</b> |
| <b>Printed Name:</b> |              |
| <b>Company:</b>      |              |
| <b>Address:</b>      |              |
| <b>Telephone:</b>    | <b>Fax:</b>  |

**PRICE PROPOSAL FORM 2**  
**Connecticut Resources Recovery Authority**  
**Solid Waste Transportation and Disposal Services**  
**Mid-Connecticut Project and Wallingford Resource Recovery Facility**

The undersigned hereby proposes the following Fuel Surcharge Adjustments in accordance with CRRA's RFQP dated March 2008, and the undersigned's proposal dated April 28, 2008. If prices proposed vary for transportation of process waste, non-processible waste or bypassed waste, provide a separate table for each.

Proposers shall complete the Table PPF2-1 for truck transportation. Proposers proposing rail transportation shall propose a comparable rail-based adjustment to be provided in Table PPF2-2 based on a rail transport rate structure that shall be presented by the Proposer.

Table PPF2-1

**FUEL SURCHARGE FOR TRUCK TRANSPORTATION**

| Average Price/Gallon <sup>(1)</sup> |         | Per Ton Surcharge(\$)<br>(increase or decrease in per ton Transportation Prices proposed in Price Proposal Form 1) | Average Price/Gallon <sup>(1)</sup> | Per Ton Surcharge(\$)<br>(increase or decrease in per ton Transportation Prices proposed in Price Proposal Form 1) | Average Price/Gallon <sup>(1)</sup> | Per Ton Surcharge(\$)<br>(increase or decrease in per ton Transportation Prices proposed in Price Proposal Form 1) |
|-------------------------------------|---------|--|-------------------------------------|--|-------------------------------------|--|
| \$2.100 to                          | \$2.199 | \$ _____   | \$3.500 to                          | \$3.599  | \$4.900 to                          | \$4.999  |
| \$2.200 to                          | \$2.299 | \$ _____   | \$3.600 to                          | \$3.699  | \$5.000 to                          | \$5.009  |
| \$2.300 to                          | \$2.399 | \$ _____   | \$3.700 to                          | \$3.799  | \$5.100 to                          | \$5.199  |
| \$2.400 to                          | \$2.499 | \$ _____   | \$3.800 to                          | \$3.899  | \$5.200 to                          | \$5.299  |
| \$2.500 to                          | \$2.599 | \$ _____   | \$3.900 to                          | \$3.999  | \$5.300 to                          | \$5.399  |
| \$2.600 to                          | \$2.699 | \$ _____   | \$4.000 to                          | \$4.009  | \$5.400 to                          | \$5.499  |
| \$2.700 to                          | \$2.799 | \$ _____   | \$4.100 to                          | \$4.199  | \$5.500 to                          | \$5.599  |
| \$2.800 to                          | \$2.899 | \$ _____   | \$4.200 to                          | \$4.299  | \$5.600 to                          | \$5.699  |
| \$2.900 to                          | \$2.999 | \$ _____   | \$4.300 to                          | \$4.399  | \$5.700 to                          | \$5.799  |
| \$3.000 to                          | \$3.009 | \$ _____   | \$4.400 to                          | \$4.499  | \$5.800 to                          | \$5.899  |
| \$3.100 to                          | \$3.199 | \$ _____   | \$4.500 to                          | \$4.599  | \$5.900 to                          | \$5.999  |
| \$3.200 to                          | \$3.299 | \$ _____   | \$4.600 to                          | \$4.699  | \$6.000 to                          | \$6.009  |
| \$3.300 to                          | \$3.399 | \$ _____   | \$4.700 to                          | \$4.799  | \$6.100 to                          | \$6.199  |
| \$3.400 to                          | \$3.499 | \$ _____   | \$4.800 to                          | \$4.899  | \$6.200 to                          | \$6.299  |

<sup>(1)</sup> Bureau of Labor Statistics Average Price Data, Series ID APU010074717, Northeast Urban, Automotive Diesel Fuel, as reported monthly.



PRICE PROPOSAL FORM 2 (continued)  
FUEL SURCHARGE

Table PPF2-2

FUEL SURCHARGE FOR RAIL TRANSPORTATION

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|  |
|--|

(Table to be prepared by proposer)

|                      |              |
|----------------------|--------------|
| <b>Signed:</b>       | <b>Date:</b> |
| <b>Printed Name:</b> |              |
| <b>Company:</b>      |              |
| <b>Address:</b>      |              |
| <b>Telephone:</b>    | <b>Fax:</b>  |

**APPENDIX 3**

**TRC PROCESS RESIDUE SAMPLING & ANALYSIS REPORT  
JUNE 2006**

**[PROVIDED AS ENCLOSURE WITH RFQP]**

**APPENDIX 4**  
**DISTRIBUTION LIST FOR RFQP**

**RFQP Distribution List  
(Presented In Alphabetical Order)**

1. Robert Aldrich  
152 Kings Highway North  
Westport, CT 06880  
[rhaldrich@msn.com](mailto:rhaldrich@msn.com)
2. American Waste Management Services  
24 Warren Street  
Westborough, MA 01581  
Jason Miller, Territory Sales Manager  
Phone 508-329-1324  
Fax 206-984-0107  
Cell 617-794-6289  
[jmiller@awmsi.com](mailto:jmiller@awmsi.com)
3. AmeriTech Environmental Services, Inc.  
P.O. Box 539  
393 Harold L. Dow Highway  
Eliot, ME 03903  
Oscar Wilkins, Vice President  
Phone 877-736-8226  
Fax 207-438-9302  
[oscarw@ameritechusa.com](mailto:oscarw@ameritechusa.com)
4. Apex Sanitary Landfill  
65 Central Avenue  
Kearny, NJ 07032  
Anthony Rizzo, Chief Operating Officer  
Phone 973-344-2200  
Fax 973-344-0022  
[Anthony@newjerseyrail.com](mailto:Anthony@newjerseyrail.com)
5. Casella Waste Management  
798 Cascadilla Street, Suite 100  
Ithaca, NY 14850  
Tom Colucci, Landfill Marketing Manager  
Phone 607-277-4820  
Fax 607-277-0599  
[tom.colucci@casella.com](mailto:tom.colucci@casella.com)
6. City Carting, Inc.  
P.O. Box 17250  
Stamford, CT 06907  
Joe Fiorillo, Director of Operations  
Phone 203-324-4090  
Fax 203-327-4880  
[citycart@citycart.net](mailto:citycart@citycart.net)
7. Clean Earth, Inc.  
334 South Warminster Road  
Hatboro, PA 19040  
Daniel Morrow, Project Developer  
Phone 215-734-1400  
Fax 215-734-1416  
[morrowd@cleaneearthinc.com](mailto:morrowd@cleaneearthinc.com)
8. Copes Rubbish Removal, Inc.  
81 Dinunzio Road  
Oakville, CT 06779  
Bill Dunbar, Jr., General Manager  
Phone 860-274-1444  
Fax 860-417-0693  
[wldjr@copesrubbish.com](mailto:wldjr@copesrubbish.com)
9. Covanta Energy  
Reserve Road, Gate 20  
Hartford, CT 06114  
Cheryl L. Thibeault, Business Manager  
Phone 860-240-7133  
Fax 860-240-7106  
[cthibeault@covantaenergy.com](mailto:cthibeault@covantaenergy.com)
10. Cranesville Block Company, Inc.  
1250 Riverfront Center  
Amsterdam, NY 12010  
John A. Tesiero, III, Vice President  
Phone 518-684-6139  
Fax 518-684-6141 or 518-684-0127  
[jtesieroiiii@cranesville.com](mailto:jtesieroiiii@cranesville.com)
11. CWPM, LLC  
P.O. Box 415  
Plainville, CT 06062  
Mike Calandra, Operations Manager  
Phone 860-229-5368  
Fax 860-793-2624  
[mikec@cwpm.net](mailto:mikec@cwpm.net)
12. DW Transport & Leasing Inc.  
33 Pequot Road  
Uncasville, CT 06382  
David Waddington, Jr., Director of Operations  
Phone 860-848-1692  
Fax 860-848-2669  
[dwjr@dwtransport.com](mailto:dwjr@dwtransport.com)

13. Enviro Solutions, Inc.  
11220 Assett Loop, Suite 201  
Manassas, VA 20109  
Kirk Nimitz, Business Development Director  
Phone 703-772-4520  
Fax 703-378-0800  
[knimitz@esiwaste.com](mailto:knimitz@esiwaste.com)
14. Environmental Services, Inc.  
90 Brookfield Street  
South Windsor, CT 06074  
William (Billy) Mitchell, General Manager  
Phone 860-528-9500  
Fax 860-289-0138  
[jcarilli@e-s-i.com](mailto:jcarilli@e-s-i.com)
15. EPIC - "a Synagro affiliated Company"  
100 Stierli Court, Suite 103  
Mount Arlington, NJ 07856  
Peter Sarin, Vice President – Rail Services  
Phone 973-601-9212 x 208  
Fax 973-601-9218  
[psarin@synagro.com](mailto:psarin@synagro.com)
16. Green Valley Enterprises, Inc.  
P.O. Box 259  
South Deerfield, MA 01373  
Jeff Goulet, Operations Manager  
Phone 413-665-1324  
Fax 413-665-1327  
[jeffgoulet@att.net](mailto:jeffgoulet@att.net)
17. Interstate Waste Service  
200 Sterling Mine Road  
Sloatsburg, NY 10974  
Robert P. Sochovka, Capital Project Manager  
Phone 717-729-5227  
Fax 845-753-6917  
[rsochovka@iswaste.com](mailto:rsochovka@iswaste.com)
18. John C. Holland Enterprises, Inc.  
4801 Nansemond Parkway  
Suffolk, VA 23435  
John C. Holland, President  
Phone 757-488-5616  
Fax 757-488-5835  
[thealey100@earthlink.net](mailto:thealey100@earthlink.net)
19. Kimble Companies  
3596 State Route 39 NW  
Dover, OH 44622  
Scott Walter, Manager, Business Development  
Phone 330-343-1226  
Fax 330-343-7560  
[swalter@kimbleclay.com](mailto:swalter@kimbleclay.com)
20. M and E Transportation LLC  
26 Herrick Road  
Brooklyn, CT 06234  
Mike Bunning, Managing Partner  
Phone 860-428-5333  
Fax 860-779-6118  
[mikemandetransport@yahoo.com](mailto:mikemandetransport@yahoo.com)
21. MHF Logistical Solutions, Inc.  
800 Cranberry Woods Drive, Suite 450  
Cranberry Township, PA 16066  
Pat Alcorn, Business Development Manager  
Phone 724-772-9800 x 5546  
Fax 724-772-9850  
[Patrick\\_alcorn@mhfls.com](mailto:Patrick_alcorn@mhfls.com)
22. Murphy Road Recycling  
15 Mullen Road  
Enfield, CT 06082  
Jonathan Murray  
Phone 860-746-3218  
Fax 860-741-5927  
Cell: 860-808-6047  
[jonathan@usarecycle.com](mailto:jonathan@usarecycle.com)
23. PMC Recycling Corp.  
2014 Hering Avenue  
Bronx, NY 10461  
Thomas Roga, President  
Phone 718-518-9800  
Fax 718-518-9888  
[pmc-mercury@hotmail.com](mailto:pmc-mercury@hotmail.com)
24. Project Management Associates LLC  
P.O. Box 271777  
West Hartford, CT 06127  
David Brown, President  
Phone 860-561-5211  
Fax 860-561-2111  
[dbrown@consultpma.net](mailto:dbrown@consultpma.net)

25. Riccelli Enterprises, Inc.  
P.O. Box 6418  
Syracuse, NY 13217  
Richard J. Riccelli, Vice President  
Phone 315-433-5115 x 203  
Fax 315-433-1920  
Cell 315-559-6300  
[richr@riccellitrucking.com](mailto:richr@riccellitrucking.com)
26. Rustick, LLC (also see Mainland Technologies)  
19 Ness Lane  
Kane, PA 16735  
Randy Hendricks, Chief Financial Officer  
Phone 215-513-2970  
Fax 215-513-2974  
[randy@solutionsllc.com](mailto:randy@solutionsllc.com)
27. Sanitation Districts of Los Angeles County  
1955 Workman Mill Road  
Whittier, CA 90601  
Mischelle Mische, Civil Engineer  
Phone 562-908-4288 x 2488  
[mmische@lacsdc.org](mailto:mmische@lacsdc.org)
28. Santaro Development LLC  
6755 Manlius Center Road (13057)  
East Syracuse, NY 13057  
Louis Santaro, President  
Phone 315-413-0495  
Fax 315-413-0262  
Cell 315-952-4720  
[dumpstersantaro@aol.com](mailto:dumpstersantaro@aol.com)
29. Seneca Meadows, Inc.  
1786 Salcman Road  
Waterloo, NY 13165  
Robert (Rocky) LaRocca, Business Development Manager  
Phone 315-539-5624  
Fax 315-539-3097  
[rlarocca@iesi.com](mailto:rlarocca@iesi.com)
30. Solid Waste Services Inc.  
d/b/a J.P. Mascaro & Sons  
2650 Audubon Road  
Audubon, PA 19403  
Dennis McVeigh, Director of Transportation  
Phone 267-933-6020  
Fax 267-933-6021  
[eileenh@jpmascaro.com](mailto:eileenh@jpmascaro.com)
31. Transload America Inc.  
76 South Orange Avenue, Suite 208  
South Orange, NJ 07079  
Sherry Mulhearn, Regional Vice President  
Phone 973-762-6060  
Fax 973-762-6169  
Cell 401-413-6213  
[smulhearn@transloadamerica.com](mailto:smulhearn@transloadamerica.com)
32. Transload of North America  
318 Ashland Road  
Middlesex, NJ 08846  
Phil Embrescia, Vice President of Operations  
Phone 732-271-7055  
Fax 732-271-7097  
[pembrescia@aol.com](mailto:pembrescia@aol.com)
33. Trinity Transportation Corp.  
214 Blydenburgh Road  
Islandia, NY 11749  
Mike Avery, General Manager  
Phone 613-342-9673  
Fax 613-342-9676  
[mikea@ttcli.com](mailto:mikea@ttcli.com)
34. Tully Environmental, Inc.  
127-50 Northern Boulevard  
Flushing, NY 11368  
Jonathan Kondash, Project Engineer  
Phone 718-446-7000 x 233  
Fax 718-458-5199  
[jkondash@tullyenvironmental.com](mailto:jkondash@tullyenvironmental.com)
35. United Industrial Services [ASH ONLY]  
14 West Main Street, PO Box 902  
Meriden, CT 06450  
Pete Olsen, Sales Representative  
Phone 203-238-6745  
Fax 203-630-4415 (fax)  
[contracts@unitedindustrialservices.com](mailto:contracts@unitedindustrialservices.com)
36. Waste Management of New Hampshire  
30 Rochester Neck Road  
P.O. Box 7065  
Rochester, NH 03839  
Ken Verhelle, Industrial Account Manager  
Phone 603-770-3387  
Fax 603-330-2198  
[kverhelle@wm.com](mailto:kverhelle@wm.com)

37. Waste Solutions Group  
111 Brook Street, 3<sup>rd</sup> Floor  
Scarsdale, NY 10583  
William Gay, Executive Vice President  
Phone 914-713-0671  
Fax 914-713-0672  
[bill@wastesolutionsgroup.com](mailto:bill@wastesolutionsgroup.com)

38. Wheelabrator Technologies Inc.  
331 Southwest Cutoff Road  
Millbury, MA 01527  
Robert P. Jacques  
Phone 508-612-5114  
Fax 508-845-4932  
Cell 508-612-5114  
[rjacques@wm.com](mailto:rjacques@wm.com)

39. Willimantic Waste Paper Co. Inc.  
P.O. Box 239  
Willimantic, CT 06226  
Tim DeVivo, Treasurer  
Phone 860-423-4527  
Fax 860-456-7551  
[tdevivo@williwaste.com](mailto:tdevivo@williwaste.com)

40. Allied Waste  
Eugene Lunney  
[Eugene.lunney@awin.com](mailto:Eugene.lunney@awin.com)