

**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR BIDS
FOR
ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS
AND REPORTING SERVICES FOR CRRA LANDFILLS
(Bid Number 10-EN-002)**

**BID DUE DATE:
APRIL 7, 2010**

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

February 17, 2010

REQUEST FOR BIDS
For
ENVIRONMENTAL MONITORING, LABORATORY
ANALYSIS AND REPORTING SERVICES FOR
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(RFB Number 10-EN-002)

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Hartford, Connecticut 06103-1722

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**REQUEST FOR BIDS
FOR
ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS
AND REPORTING SERVICES FOR CRRRA LANDFILLS**

SECTION 1

NOTICE TO FIRMS – REQUEST FOR BIDS

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO FIRMS – REQUEST FOR BIDS

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. CRRA is seeking bids from qualified firms to furnish all materials, labor, equipment and incidentals to provide environmental monitoring, laboratory analysis and reporting services for certain of the CRRA landfills and to perform other work incidental thereto. The following are the CRRA landfills that are the subject of this Request For Bids (“RFB”) (collectively, the “Landfills”):

- The Ellington Landfill, located at 217 Sadds Mill Road (State Route 140) in Ellington, Connecticut;
- The Hartford Landfill, located at 180 Leibert Road (in the North Meadows off of Exit 33 on I-91) in Hartford, Connecticut;
- The Shelton Landfill, located at 866 River Road (State Route 110) in Shelton, Connecticut; and
- The Wallingford Landfill, located on Pent Road (off of South Cherry Street) in Wallingford, Connecticut.

Firms may submit bids to provide the services at any one, all or a combination of the above listed Landfills. While one bid may cover multiple landfills, a separate Not-To-Exceed Bid Price And Payment Rate Schedule Form must be submitted for each landfill for which the firm wishes to be considered. CRRA intends to select one firm to provide the services at each landfill, and may select a firm to provide the services at more than one landfill.

RFB package documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **Wednesday, February 17, 2010**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Ronald Gingerich by telephone (860-757-7703), by e-mail (rgingerich@crra.org) or by fax (860-757-7742) at least 24 hours in advance. There is charge of \$25.00 for anyone picking up the documents at CRRA’s office. Payment should be made by check payable to “Connecticut Resources Recovery Authority.”

There will be a **mandatory pre-bid conference** for prospective bidders at the CRRA Visitor’s Center and Trash Museum, 211 Murphy Road, Hartford, Connecticut 06114, at 9:00 a.m., Wednesday, March 3, 2010. There will also be **mandatory site tours** of each of the Landfills for all prospective bidders. Prospective bidders must attend the pre-bid conference and the site tour

of each Landfill for which the bidder wishes to be considered. The site tours are scheduled as follows:

- Hartford Landfill – 12:30 p.m., Wednesday, March 3, 2010;
- Ellington Landfill – 3:00 p.m., Wednesday, March 3, 2010;
- Wallingford Landfill – 8:30 a.m., Thursday, March 4, 2010; and
- Shelton Landfill – 11:30 a.m., Thursday, March 4, 2010.

Any prospective bidder intending to participate in the pre-bid conference and any of the site tours must contact Christopher Shepard (cshepard@crra.org or 860-757-7706) by 9:00 a.m., Tuesday, March 2, 2010.

Sealed bids must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Wednesday, April 7, 2010. Bids received after the time and date set forth above shall be rejected. All bids shall remain open for one hundred twenty (120) days after the bid due date.

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

All questions regarding this RFB must be submitted **in writing** to Ronald Gingerich, by e-mail (rgingerich@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., Friday, March 19, 2010. Subject to the discretion of CRRA, CRRA may decide to provide written responses to firms no later than Wednesday March 31, 2010. Any firm considering submitting a bid is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Gingerich and Mr. Shepard.

**REQUEST FOR BIDS
FOR
ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS
AND REPORTING SERVICES FOR CRRA LANDFILLS**

**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS AND REPORTING SERVICES FOR CRRA LANDFILLS

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1. Introduction

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. To that end, CRRA has developed, constructed and now operates an integrated system of three resources recovery facilities, two regional recycling centers, four transfer stations and five landfills.

CRRA is required by the various permits it holds for its five landfills to conduct a variety of environmental monitoring, laboratory analysis and reporting activities for each of them.

CRRA is seeking bids from qualified firms to furnish all materials, labor, equipment and incidentals to provide environmental monitoring, laboratory analysis and reporting services for four of the five CRRA landfills and to perform other work incidental thereto.

The following are the CRRA landfills that are the subject of this Request For Bids (“RFB” collectively, the “Landfills”):

- The Ellington Landfill, located at 217 Sadds Mill Road (Route 140) in Ellington, Connecticut 06029;
- The Hartford Landfill, located at 180 Leibert Road (in the North Meadows off of Exit 33 on I-91) in Hartford, Connecticut 06120;
- The Shelton Landfill, located at 866 River Road (Route 110) in Shelton, Connecticut 06484; and
- The Wallingford Landfill, located on Pent Road (off of South Cherry Street) in Wallingford, Connecticut 06492.

The Ellington, Shelton and Wallingford Landfills have been certified by the Connecticut Department of Environmental Protection as closed and CRRA now provides post-closure monitoring and maintenance care for them. As of the date of this RFB, CRRA is in the process of closing the Hartford Landfill.

Bidders may submit bids to provide the services at any one, all or a combination of the above listed Landfills. CRRA intends to select one firm per Landfill to provide the required services. CRRA may select a firm to provide the services at more than one landfill. However, even if one firm is selected to provide the services at more than one landfill, CRRA will enter into a separate contract for each landfill. The term of the contracts resulting from this RFB will be from July 1, 2010 through June 30, 2013.

The bidder selected to perform the services at any particular landfill will be reimbursed for work performed on either a “lump sum” or “time and materials” basis, as specified in the Not-To Exceed Bid Price And Payment Rate Schedule Form for each landfill. The “time and materials” tasks will be reimbursed at the rates specified in the payment rate schedule in the Not-To Exceed Bid Price And Payment Rate Schedule Form, up to the amount specified as the not-to-exceed contract price.

2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	DATE/TIME
RFB Documents Available	Wednesday, February 17, 2010
Pre-Bid Conference	9:00 AM, Wednesday, March 3, 2010
Site Tours	Wednesday and Thursday, March 3 and 4, 2010
Deadline for Written Questions	3:00 PM, Friday, March 19, 2010
Response to Written Questions	No Later Than Wednesday, March 31, 2010
Bids Due at CRRA	3:00 PM, Wednesday, April 7, 2010
Interviews (Optional)	Week of April 19, 2010
Selection and Notice of Award Issued	Friday, May 28, 2010
Effective Date of the Agreement	July 1, 2010

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline and further reserves the right to reject any and all proposals and republish this RFB. CRRA also reserves the right at its sole and absolute discretion to terminate this RFB process at any time prior to the execution of any Agreement.

3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Agreement For Environmental Monitoring, Laboratory Analysis and Reporting Services For The [NAME OF LANDFILL] Landfill (the "Agreement");
 - (2) RFB Package Documents (defined below);
 - (3) Addenda;
 - (4) The bidder's Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-submission documentation submitted prior to the Notice Of Award);

- (5) Notice Of Award, with Contractor's Certification Concerning Gifts attached [to be executed by successful bidder];
 - (6) Any written amendments to the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (e) **RFB Package Documents:**
- (1) Notice To Firms – Invitation To Bid;
 - (2) Instructions To Bidders;
 - (3) Bid Form;
 - (4) Not-To-Exceed Bid Price And Payment Rate Schedule Form;
 - A. Ellington Landfill
 - B. Hartford Landfill
 - C. Shelton Landfill
 - D. Wallingford Landfill
 - (5) Business Information Form;
 - (6) Personnel Background And Experience Form;
 - (7) References Form;
 - (8) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 - (9) Affidavit Concerning Nondiscrimination;
 - (10) Background Questionnaire;
 - (11) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 - (12) Notice Of Award, with Contractor's Certification Concerning Gifts attached [to be executed by successful bidder]; and
 - (13) Agreement For Environmental Monitoring, Laboratory Analysis And Reporting Services For The [NAME OF LANDFILL] Landfill, including:
 - A. Scope Of Services;
 - B. Request For Services – Standard Form;
 - C. Not-To-Exceed Contract Price And Payment Rate Schedule;
 - D. CRRA Travel And Expense Reporting Document;
 - E. Monthly Bill Format – Lump Sum Tasks;

- F. Monthly Bill Format – Time And Materials Tasks;
- G. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
- H. Affidavit Concerning Nondiscrimination;
- I. Contractor’s Certification Concerning Gifts; and
- J. CRRA President’s Certification Concerning Gifts.

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

4. Communications With CRRA Staff And Board Members

Except as otherwise authorized by this Instructions To Bidders, during the period while the RFB process is active (i.e., from the date CRRA issues the RFB until the date the successful bidder accepts the Notice Of Award), contractors contemplating or preparing bids are prohibited from contacting CRRA staff or CRRA Board of Directors members in an ex parte manner to discuss the RFB submission process. A contractor’s RFB submission shall be rejected if any of the foregoing ex parte communications take place.

5. Scope Of Services

The Services to be performed under the Agreements are more particularly described in **Exhibit A** of the Agreement. **Exhibit A** in the Agreement attached to this RFB contains the Scope Of Services for each of the four Landfills. The Agreement that results from this RFB for a particular Landfill will contain in **Exhibit A** only the Scope Of Services for that particular Landfill. Specific instructions about how the Services are to be performed are included in the Agreement.

If additional work is required during the term of an Agreement resulting from this RFB at the Landfill to which the Agreement pertains, CRRA will issue Requests For Services to the successful bidder for the Landfill for the specific additional work to be performed.

The successful bidder for a particular Landfill will be required to furnish all materials, labor, equipment and incidentals necessary to perform the environmental monitoring, laboratory analysis and reporting services for that Landfill for the period from July 1, 2010 through June 30, 2013.

6. Availability Of RFB Package Documents

Complete sets of the RFB Package Documents may be obtained on the World Wide Web beginning Wednesday, February 17, 2010 at:

<http://www.crra.org> under the “Business Opportunities” page; select the “RFB: Environmental Monitoring, Laboratory Analysis and Reporting Services for CRRA Landfills” link.

The RFB Package Documents are in PDF format. The forms included in the RFB Package Documents are also available for downloading in Microsoft Word format on CRRA's web site. Prospective bidders can fill the forms out by typing the answers on their computer's keyboard. The forms can then be printed and submitted with the bid. CRRA encourages bidders to make use of the downloadable Word forms.

The RFB Package Documents are also available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Ronald Gingerich by telephone (860-757-7703), by e-mail (rgingerich@crra.org) or by fax (860-757-7742) at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at CRRA's office. Payment should be made by check payable to "Connecticut Resources Recovery Authority."

7. **Mandatory Pre-Bid Conferences And Landfill Tours**

CRRA staff will conduct a **mandatory pre-bid conference** for all prospective bidders at the CRRA Visitor's Center and Trash Museum, 211 Murphy Road, Hartford, Connecticut, at 9:00 a.m., Wednesday, March 3, 2010.

CRRA staff will also conduct **mandatory site tours** of each of the Landfills for all prospective bidders. Prospective bidders must attend the Landfill tour for each Landfill for which they intend to submit a bid.

The mandatory Landfill tours are scheduled as follows:

- Hartford Landfill – 12:30 p.m., Wednesday, March 3, 2010;
- Ellington Landfill – 3:00 p.m., Wednesday, March 3, 2010;
- Wallingford Landfill – 8:30 a.m., Thursday, March 4, 2010; and
- Shelton Landfill – 11:30 a.m., Thursday, March 4, 2010.

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

Prospective bidders should contact Christopher Shepard by telephone (860-757-7706) or by e-mail (cshepard@crra.org) by 9:00 a.m., Tuesday, March 2, 2010 to make arrangements for participating in the pre-bid conference. Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this bid solicitation.

Directions to the CRRA Visitor's Center and Trash Museum and instructions on where to meet for the pre-bid conference will be posted on CRRA's web site (<http://www.crra.org>) under the "Business Opportunities" page prior to 9:00 a.m., Tuesday, March 2, 2010. Directions to each of the Landfills and instructions on where to meet for the tours will be provided at the pre-bid conference.

8. Addenda And Interpretations

CRRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of the RFB Package Documents and binding upon all potential or actual bidders for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. Subject to the discretion of CRRA, CRRA may decide to provide written responses to such requests for interpretation or clarification.

Any request for interpretation or clarification of any documents included in the RFB Package Documents must be **submitted in writing to Ronald Gingerich by e-mail (rgingerich@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Friday, March 19, 2010.**

Addenda, if any, issued prior to the mandatory pre-bid conference and site tour will be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: Environmental Monitoring, Laboratory Analysis and Reporting Services for CRRA Landfills" heading).

Addenda issued after the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who attended the pre-bid conference and site tour and will be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: Environmental Monitoring, Laboratory Analysis and Reporting Services for CRRA Landfills" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than Wednesday, March 31, 2010.

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

9. Bid Submission Procedures

Sealed bids in response to this RFB must be submitted no later than 3:00 p.m., Eastern Time, Wednesday, April 7, 2010 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich. CRRA reserves the right to reject bids received after the time and date set forth above.

Each bidder must submit one (1) original and one (1) copy of its bid. The one copy may be submitted in one of three ways:

- (a) By attaching a copy of its bid in PDF format to an e-mail sent to Ronald Gingerich (rgingerich@crca.org);

- (b) By saving a copy of its bid in PDF format to a compact disc (“CD”) and including the CD with the original or its bid; or
- (c) By submitting a hard copy of its bid along with the original.

Regardless of how a bidder submits the copy of its bid, the original and the copy must be received by CRRA no later than 3:00 p.m., Eastern Time on Wednesday, April 7, 2010.

The original of the bid shall be stamped or otherwise marked as such. The original of each bid shall be enclosed in a sealed envelope that shall be clearly marked “Bid For Environmental Monitoring, Laboratory Analysis and Reporting Services for CRRA Landfills.” If the bidder elects to submit the required copy of its bid on a CD, the CD shall be included in the sealed envelope with the original. If the bidder elects to submit a hard copy of its bid, the copy shall be included in the sealed envelope with the original.

10. Joint Bids

No joint bids shall be accepted, but the use of subcontractors is acceptable.

11. Period Proposals Shall Remain Open

Bids shall remain open and subject to acceptance for one hundred twenty (120) days after the bid due date.

12. Non-Negotiability of the Agreement

The terms and conditions of the Agreement (Section 13 of the RFB Package Documents), as attached, are non-negotiable. Any potential bidder that will be unable to execute the Agreement, as attached, should not submit a bid. This includes, but is not limited to the Insurance requirements (Section 6 of the Agreement).

13. Modification/Withdrawal of a Bid

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

14. Bid Contents

Bids shall be submitted on forms provided by CRRA as part of the RFB Package Documents, all of which forms must be completed with the appropriate information required and all blanks on such forms filled in.

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

- (a) Title page of the bid (not the title page of the RFB Package Documents), including the title of the solicitation, the name of the bidder and the date the bid is submitted;
- (b) Cover letter, signed by a person authorized to commit the bidder to the contractual arrangements with CRRA, which includes the following:
 - (1) The name of the bidder;
 - (2) The legal structure of the bidder (e.g., corporation, joint venture, etc.);
 - (3) A clear statement indicating that the attached bid constitutes a firm and binding offer by the bidder to CRRA considering the terms and conditions outlined in the RFB and noting any technical exceptions taken thereto; and
 - (4) The bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 16.3(e) of this Instructions To Bidders);
- (c) Table of Contents for the bidder's bid;
- (d) The Bid Form (Section 3 of the RFB Package Documents), with:
 - (1) The Landfills for which the bid is submitted checked in the appropriate place (Page 1);
 - (2) Addenda, if any, listed in the appropriate place (Page 3);
 - (3) The name and address of the contact for Notices listed in the appropriate place (Page 7); and
 - (4) The completed agreement section (Page 8);
- (e) A completed Not-To-Exceed Bid Price And Payment Rate Schedule Form (Section 4 of the RFB Package Documents) for each Landfill for which the bid is submitted (i.e., each Landfill that the bidder has checked on the Bid Form);
- (f) The completed Business Information Form (Section 5 of the RFB Package Documents);
- (g) The completed Personnel Background And Experience Form (Section 6 of the RFB Package Documents);
- (h) The completed References Form (Section 7 of the RFB Package Documents);
- (i) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 8 of the RFB Package Documents), with the Bidder's most recent EEO-1 data attached if the bidder wishes such data to be considered in the evaluation of its bid;
- (j) The completed Affidavit Concerning Nondiscrimination (Section 9 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);

- (k) The completed Background Questionnaire (Section 10 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (l) A copy of the bidder's up-to-date certificate(s) of insurance showing all coverages required by Section 6.1 of the Agreement. [Please be advised that this is the area in which bidders seem to have the most difficulty. CRRA requires that the certificate(s) submitted show evidence of exactly the insurance requirements specified in the Agreement (e.g., if Section 6.1 of the Agreement requires Business Automobile Liability insurance covering any automobile or vehicle, the certificate of insurance must have the "any" box checked);
- (m) Appendix A, which must include a brief resume (i.e., no more than two pages) of each individual listed in the Personnel Background And Experience Form (Section 6 of the RFB Package Documents); and
- (n) Appendix B, which is applicable only to a bidder proposing an analytical laboratory that is not a vendor under Connecticut Department of Administrative Services ("DAS") contract number 09PSX0054, "Environmental Laboratory Testing Services." Such a bidder must include in the Appendix a copy of the analytical laboratory's Connecticut Department of Public Health ("CTDPH") Approved Laboratory Testing Certification (indicating approvals for sample source type and examination/testing categories), the most recent CTDPH annual inspection report; and a copy of the most recent EPA Performance Evaluation Report Proficiency Scores.

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

A bidder may include additional information as an addendum/appendix to its bid if the bidder thinks that it will assist CRRA in evaluating the bidder's bid. A bidder should not include information that is not directly related to the subject matter of this solicitation.

While CRRA has not established a page limit for bids in response to this RFB, brief and concise answers are encouraged.

15. Bid Opening

All bids will be opened at CRRA's convenience on or after the bid due date.

16. CRRA Right To Reject Bids

CRRA reserves the right to reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process.

17. Bid Evaluation

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

CRRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. CRRA is committed to complying with the Americans With Disability Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

17.1 Evaluation Criteria

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

- (a) Price;
- (b) Qualifications;
- (c) Demonstrated skill, ability and integrity to perform the Services required by the Contract Documents;
- (d) Adequacy of insurance coverages as evidenced by a certificate or certificates of insurance showing, at a minimum, all coverages required by Section 6.1 of the Agreement (See Section 14(1) of this Instructions To Bidders); and
- (e) Any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

17.2 Additional Evaluation Criteria

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

- (a) The knowledge, capability and experience of the bidder in performing services similar to the services addressed in this RFB;
- (b) The knowledge, capability and experience of the project managers, scientists, chemists and field supervisors who would be assigned to work with CRRA on this project;
- (c) The references for the bidder;
- (d) The qualifications of the analytical laboratory that would be used by the bidder;

- (e) The bidder's training and oversight regarding field work associated with environmental monitoring;
- (f) The bidder's laboratory analysis internal report review and quality assurance/quality control program; and
- (g) The bidders proposed timing of tasks, including those to be performed by sub-consultants, to meet sampling requirements and reporting deadlines.

17.3 Affirmative Action Evaluation Criteria

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

- (a) The bidder's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFB Package Documents));
- (b) The bidder's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFB Package Documents));
- (c) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 14(i) of this Instructions To Bidders);
- (d) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 14(b)(4) of this Instructions To Bidders); and
- (e) The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFB Package Documents)).

18. Interviews

To assist in the selection process, CRRA may decide to interview bidders. Such interviews, if they are conducted, will be held during the week of April 19, 2010.

19. Contract Award

If CRRA decides to award the contract(s), CRRA will issue to the successful bidder(s) a Notice Of Award within one hundred twenty (120) days after the bid due date.

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

20. Requests For Services

Following the execution of the Agreement and the satisfaction of all other conditions by the successful bidder(s), the successful bidder(s) may be required on an as-needed basis to provide a detailed scope of services and estimates of the costs and time to perform such Services as to specific projects occurring during the term of the Agreement. If CRRA chooses to have such bidder(s) perform such services, such bidder(s) will, at CRRA's sole and absolute discretion, execute a Request For Services in the form outlined in **Exhibit B** to the Agreement.

21. Bidder's Qualifications

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

22. Bid Preparation And Other Costs

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

**REQUEST FOR BIDS
FOR
ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS
AND REPORTING SERVICES FOR CRRRA LANDFILLS**

**SECTION 3
BID FORM**



BID FORM

PROJECT: Dependent On Landfill

RFB NUMBER: 10-EN-002

CONTRACT FOR: Environmental Monitoring, Laboratory Analysis And Reporting Services For CRRA Landfills

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

1. LANDFILL(S) FOR WHICH BID SUBMITTED

In the table below, place a check mark in the box for each CRRA Landfill for which the Bidder wishes to be considered.

<input type="checkbox"/>	Ellington Landfill
<input type="checkbox"/>	Hartford Landfill
<input type="checkbox"/>	Shelton Landfill
<input type="checkbox"/>	Wallingford Landfill

2. DEFINITIONS

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

3. TERMS AND CONDITIONS

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents.

This Bid shall remain open and subject to acceptance for one hundred twenty (120) days after the bid due date.

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

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

4. BIDDER'S OBLIGATIONS

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

- (a) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the prices specified in the Not-To-Exceed Bid Price And Payment Rate Schedule as set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) At the request of CRRA and if the successful Bidder qualifies, to apply to the State of Connecticut Department Administrative Services, and to do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

5. BIDDER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB Package Documents, are non-negotiable, and Bidder is willing to and shall, if CRRA accepts its Bid for the Services and issues a Notice Of Award to Bidder, execute such Agreement. However, CRRA reserves the right to negotiate with Bidder over Bidder's price for the Services submitted on its Not-To-Exceed Bid Price And Payment Rate Schedule Form.

6. BIDDER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Bid, Bidder represents that:

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

Addendum Number	Date Issued

- (b) Without exception the Bid is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Bidder is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- (d) Bidder has studied and carefully correlated Bidder's knowledge and observations with the Contract Documents and such other related data;
- (e) Bidder has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Bidder;
- (f) If Bidder has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Bidder is aware of the general nature of work to be performed by CRRA and others that relates to the Services for which this Bid is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Services for which this Bid is submitted.

7. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Bid, Bidder acknowledges and agrees that:

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

8. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Bid, Bidder acknowledges and agrees that Bidder shall not use any information made available to it or obtained in any examination made by it in connection with this RFB in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Services.

9. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

10. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Bid, Bidder:

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

11. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

- (a) The prices in the Bid have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
- (b) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to the "bid opening" to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- (d) Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the Services over any other bidder for the Services or over CRRA.

12. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS

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

13. BIDDER'S WAIVER OF DAMAGES

Bidder and all its affiliates and subsidiaries understand that by submitting a Bid, Bidder is acting at its and their own risk and Bidder does for itself and all its affiliates, subsidiaries,

successors and assigns hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

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

14. BIDDER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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 agreements 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 Section 11 [SEEC Form 11] of the RFB Package Documents.

15. ATTACHMENTS

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

- (a) The completed Not-To-Exceed Bid Price And Payment Rate Schedule Form for each Landfill for which the Bidder has placed a check mark in Section 1 of this Bid Form;
- (b) The completed Business Information Form;
- (c) The completed Personnel Background And Experience Form;
- (d) The completed References Form;
- (e) The Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder;
- (f) The Affidavit Concerning Nondiscrimination that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;

- (g) The Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (h) A copy of the Bidder's up-to-date certificate(s) of insurance showing all coverages required by Section 6.1 of the Agreement;
- (i) Brief resumes of each professional listed in the Personnel Background And Experience Form; and
- (j) If applicable, a copy of the analytical laboratory's Connecticut Department of Public Health ("CTDPH") Approved Laboratory Testing Certification (indicating approvals for sample source type and examination/testing categories), the most recent CTDPH annual inspection report, and a copy of the most recent EPA Performance Evaluation Report Proficiency Scores.

16. NOTICES

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

Bidder Name:	
Bidder Contact:	
Title:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

17. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 20 10

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

**REQUEST FOR BIDS
FOR
ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS
AND REPORTING SERVICES FOR CRRRA LANDFILLS**

SECTION 4

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



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

Each bidder shall submit the applicable Not-To-Exceed Bid Price And Payment Rate Schedule Form for each Landfill on which the Bidder bids to provide the Services. For example, if a bidder wishes to submit a bid for the Services for the Ellington Landfill, the bidder must complete and submit the Not-To-Exceed Bid Price And Payment Rate Schedule Form for the Ellington Landfill. If a bidder also wishes to be considered for the Services for the Shelton Landfill, the bidder must also complete and submit the Form for the Shelton Landfill.

Bidders should carefully review the Scope Of Services for the work (**Exhibit A** to the Agreement) prior to preparing the Not-To-Exceed Bid Price And Payment Rate Schedule Form.

The Not-To-Exceed Bid Price And Payment Rate Schedule Forms are as follows:

- Ellington Landfill – Form A
- Hartford Landfill – Form B
- Shelton Landfill – Form C
- Wallingford Landfill – Form D

1. Not-To-Exceed Bid Price

On Page 1 (and, in some cases, Page 2) of the Not-To-Exceed Bid Price And Payment Rate Schedule Form for each Landfill, the bidder must fill in the Not-To-Exceed Prices by Fiscal Year for each of the three fiscal years that would be covered by the Agreement. Under the Cost Type, "LS" means "Lump Sum" and "T&M NTE" means "Time and Materials Not to Exceed." The bidder must sign and date the page and type/print the name of the person signing and the name of the bidder (i.e., the firm). The bidder should pay particular attention to the Notes for the Not-To-Exceed Bid Price that appear on Page 2 of the Form.

2. Payment Rate Schedule

2.1 Personnel Billing Rates

On Page 3 of the Not-To-Exceed Bid Price And Payment Rate Schedule Form for each Landfill, the bidder must list the staff level, title and hourly billing rates for each staff level of personnel in its firm who will be assigned to work with CRRA on the project. The bidder must also indicate whether each staff level is eligible for and paid a higher hourly rate for overtime work.

2.2 Ancillary Service Rates

On Page 4 of the Not-To-Exceed Bid Price And Payment Rate Schedule Form for each Landfill, the bidder must provide the rates at which ancillary services are billed, including, but not limited to:

- Drafting;
- Surveying;
- Word processing;

- Copying;
- Travel in firm-owned vehicle (per mile);
- Computer time;
- Any other services (excluding phones) for which the bidder routinely bills.

2.3 Analytical Laboratory Service Rates

On Page 5 of the Not-To-Exceed Bid Price And Payment Rate Schedule Form for each Landfill, the bidder must provide the rates for analytical laboratory services.

2.4 Mark-Up Rates

On Page 6 of the Not-To-Exceed Bid Price And Payment Rate Schedule Form for each Landfill, the bidder must provide the percentage markup for the items identified.

2.5 Overtime Rates

On Page 6 of the Not-To-Exceed Bid Price And Payment Rate Schedule Form for each Landfill, the bidder must fill in the percentage rate for overtime for those employees eligible for payments for overtime.

**REQUEST FOR BIDS
FOR
ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS
AND REPORTING SERVICES FOR CRRRA LANDFILLS**

SECTION 4A

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

NOT-TO-EXCEED BID PRICE – ELLINGTON LANDFILL

Instructions:

Fill in the "Not-to-Exceed Bid Price" by Fiscal Year for each of the three years. Under Cost Type, "LS" means "Lump Sum" and "T&M NTE" means "Time and Materials Not to Exceed." Also sign and date this Not-To-Exceed Bid Price Form and print the names of the person signing the form and the bidder (firm).

Task	Cost Type	Proposed Costs		
		FY 10 (07/01/10-06/30/11)	FY 11 (07/01/11 – 06/30/12)	FY 12 (07/01/12 – 06/30/13)
Task 1: Quarterly Monitoring, Analysis, Reporting and Annual Reporting				
1.1: Sampling ¹ and Documentation of Field Activities	LS			
1.2: Quarterly Laboratory Analysis ²	T&M NTE			
1.3: Quarterly Reports - Water Quality Monitoring	LS			
1.4: Non-Sampled Well Condition Survey ³ & Water Elevations	LS			
1.5: Annual Reports - Water Quality Monitoring	LS			
Task 2: Stormwater Discharge Sampling, Analysis and Reporting				
2.1: Stormwater Sampling ⁴	LS			
2.2: Laboratory Analysis ⁵	T&M NTE			
2.3: Reporting	LS			
Total Proposed Costs for Tasks 1 and 2				

Authorized Signature:		Date:
Name (Printed):		Bidder (Firm):

NOT-TO-EXCEED BID PRICE – ELLINGTON LANDFILL (Continued)

Notes:

- ¹ Sampling to be conducted in July, October, January, and April.
- ² Assume that the following number of samples will be analyzed:
 - a. Four (4) groundwater samples quarterly (3 wells plus 1 duplicate), in accordance with Table 2.
 - b. Nine (9) groundwater samples semi-annually, in accordance with Table 2.
 - c. Six (6) surface water samples semi-annually, in accordance with Table 2.
 - d. Six (6) domestic wells quarterly, in accordance with Table 2.
 - e. Three (3) domestic wells annually, in accordance with Table 2.
 - f. One (1) equipment blank quarterly associated with groundwater sampling, analyzed in accordance with Table 2.
 - g. One (1) equipment blank semi-annually one associated with surface water sampling, analyzed in accordance with Table 2.
 - h. One trip blank for analysis of VOC's only via EPA method 524.2 for each day that groundwater or domestic well samples for VOC's are collected.
- ³ To be completed on a semi-annual basis (in October and April) at twenty-one (21) wells.
- ⁴ Sampling of two (2) outfalls must be completed by June 30th each year.
- ⁵ Refer to Table 3 for the list of stormwater monitoring parameters.

ANCILLARY SERVICE RATES – ELLINGTON LANDFILL
(Provide Rates Below)

(Use Additional Sheets If Necessary)

Ancillary Service	Billing Rate		
	FY 10 (07/01/10- 06/30/11)	FY 11 (07/01/11 – 06/30/12)	FY 12 (07/01/12 – 06/30/13)
Drafting (Per Hour)			
Surveying (Per Hour)			
Word Processing (Per Hour)			
Copying (Per Page)			
Travel in Firm-Owned Vehicle (Per Mile)			
Computer Time (Per Hour)			
Any Other Services For Which You Routinely Bill (List Below)			

ANALYTICAL LABORATORY SERVICES RATES – ELLINGTON LANDFILL

1. Is the Analytical Laboratory that would be used by the bidder for the Services a vendor under the Connecticut Department of Administrative Services ("DAS") Contract 09PSX0054?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. If you answered "Yes" to Question 1 above, has the Analytical Laboratory agreed to bill the bidder for analytical services in accordance with the DAS contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. If you answered "No" to Question 1 or 2 above:		
(a) Attach a copy of the Analytical Laboratory's standard price list in effect at the time this bid is submitted.		
(b) Specify the amount of the discount, if any, that the Analytical Laboratory will provide to bidder for services.	Percentage of Discount: _____ %	

MARK-UP RATES – ELLINGTON LANDFILL

Equipment and Materials

The proposed mark-up for overhead expenses associated with the purchase of equipment and materials is:

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for equipment and materials purchased specifically for installation in association with the Project.

Sub-Consultants

The proposed mark-up for overhead expenses associated with sub-consultant work on the Project is:

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for sub-consultant work performed on the Project.

OVERTIME RATES – ELLINGTON LANDFILL

For employees who are eligible for and are paid a higher hourly rate for overtime than the hourly rate listed on Page A-3, the successful Bidder will be entitled to reimbursement for such employee overtime when such overtime is a result of more than 8 hours in one day and/or more than 40 hours in one week worked on this project by such an employee.

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

% (fill in the percentage rate for overtime)

**REQUEST FOR BIDS
FOR
ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS
AND REPORTING SERVICES FOR CRRA LANDFILLS**

SECTION 4B

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

NOT-TO-EXCEED BID PRICE –HARTFORD LANDFILL

Instructions: Fill in the "Not-to-Exceed Bid Price" by Fiscal Year for each of the three years. Under **Cost Type**, "LS" means "Lump Sum" and "T&M NTE" means "Time and Materials Not to Exceed." Also sign and date this Not-To-Exceed Bid Price Form and print the names of the person signing the form and the bidder (firm).

Task	Cost Type	Proposed Costs		
		FY 10 (07/01/10- 06/30/11)	FY 11 (07/01/11 – 06/30/12)	FY 12 (07/01/12 – 06/30/13)
Task 1: Quarterly Environmental Monitoring, Analysis, Reporting and Annual Reporting (Ground Water, Surface Water and Untreated Leachate				
1.1: Sampling ¹ and Documentation of Field Activities	LS			
1.2: Quarterly Laboratory Analysis ²	T&M NTE			
1.3: Quarterly Reports - Water Quality Monitoring	LS			
1.4: Non-Sampled Well Condition Survey ³ & Water Elevations	LS			
1.5: Interim Quarterly Event Monitoring ⁴	T&M NTE			
1.6: Annual Dioxin/Furan Monitoring, Lab Analysis and Reporting	LS			
1.7: Annual Reports - Water Quality Monitoring	LS			
Task 2: Sanitary Discharge Monitoring, Laboratory Analysis and Reporting				
2.1: Sanitary Discharge Sampling ⁵	LS			
2.2: Laboratory Analysis	T&M NTE			
2.3: Reporting	LS			

NOT-TO-EXCEED BID PRICE –HARTFORD LANDFILL (Continued)

Task	Cost Type	Proposed Costs		
		FY 10 (07/01/10- 06/30/11)	FY 11 (07/01/11 – 06/30/12)	FY 12 (07/01/12 – 06/30/13)
Task 3: Stormwater Discharge Sampling, Analysis and Reporting				
3.1: Stormwater Sampling ⁶	LS			
3.2: Laboratory Analysis ⁷	T&M NTE			
3.3: Reporting	LS			
Task 4: Dike Stability Monitoring and Reporting	LS			
Total Proposed Costs for Tasks 1 through 4				

Authorized Signature:		Date:
Name (Printed):		Bidder (Firm):

Notes:

1. Sampling to be conducted in July, October, January, and April.
2. Assume that the following number of samples will be analyzed each quarter:
 - a. Twenty-six (26) ground water samples (25 wells plus 1 QA/QC duplicate), in accordance with Table 2.
 - b. Thirteen (13) surface water samples, in accordance with Table 2.
 - c. Four (4) "persistent" leachate seep samples, in accordance with Table 2.
 - d. One (1) untreated ash leachate sample, in accordance with Table 3.
 - e. One (1) equipment blank associated with surface water sampling, in accordance with Table 2.
 - f. One (1) field blank associated with surface water sampling, in accordance with Table 2.
 - g. One trip blank for analysis of VOC's only via EPA method 8260 for each day that groundwater samples for VOC's are collected.
3. To be completed on a semi-annual basis (in October and April) at twenty-eight (28) wells.
4. For bidding purposes, assume re-sampling each quarter at all eight (8) compliance wells for alkalinity, hardness, total dissolved solids and ammonia.
5. Refer to Table 3 for the list of monitoring parameters and sampling frequencies for the sanitary sewer discharges.
6. Sampling of four (4) stormwater outfalls is to be completed by June 30th each year.
7. Refer to Table 4 for the list of stormwater monitoring parameters for the Hartford Landfill (4 outfalls).

ANCILLARY SERVICE RATES – HARTFORD LANDFILL
(Provide Rates Below)

(Use Additional Sheets If Necessary)

Ancillary Service	Billing Rate		
	FY 10 (07/01/10- 06/30/11)	FY 11 (07/01/11 – 06/30/12)	FY 12 (07/01/12 – 06/30/13)
Drafting (Per Hour)			
Surveying (Per Hour)			
Word Processing (Per Hour)			
Copying (Per Page)			
Travel in Firm-Owned Vehicle (Per Mile)			
Computer Time (Per Hour)			
Any Other Services For Which You Routinely Bill (List Below)			

ANALYTICAL LABORATORY SERVICES RATES – HARTFORD LANDFILL

1. Is the Analytical Laboratory that would be used by the bidder for the Services a vendor under the Connecticut Department of Administrative Services ("DAS") Contract 09PSX0054?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. If you answered "Yes" to Question 1 above, has the Analytical Laboratory agreed to bill the bidder for analytical services in accordance with the DAS contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. If you answered "No" to Question 1 or 2 above:		
(a) Attach a copy of the Analytical Laboratory's standard price list in effect at the time this bid is submitted.		
(b) Specify the amount of the discount, if any, that the Analytical Laboratory will provide to bidder for services.	Percentage of Discount: _____ %	

MARK-UP RATES – HARTFORD LANDFILL

Equipment and Materials

The proposed mark-up for overhead expenses associated with the purchase of equipment and materials is

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for equipment and materials purchased specifically for installation in association with the Project.

Sub-Consultants

The proposed mark-up for overhead expenses associated with sub-consultant work on the Project is

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for sub-consultant work performed on the Project.

OVERTIME RATES – HARTFORD LANDFILL

For employees who are eligible for and are paid a higher hourly rate for overtime than the hourly rate listed on Page 4.2-3, the successful Bidder will be entitled to reimbursement for such employee overtime when such overtime is a result of more than 8 hours in one day and/or more than 40 hours in one week worked on this project by such an employee.

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

% (fill in the percentage rate for overtime)

**REQUEST FOR BIDS
FOR
ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS
AND REPORTING SERVICES FOR CRRRA LANDFILLS**

SECTION 4C

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

NOT-TO-EXCEED BID PRICE – SHELTON LANDFILL

Instructions:

Fill in the "Not-to-Exceed Bid Price" by Fiscal Year for each of the three years. Under **Cost Type**, "LS" means "Lump Sum" and "T&M NTE" means "Time and Materials Not to Exceed." Also sign and date this Not-To-Exceed Bid Price Form and print the names of the person signing the form and the bidder (firm).

Task	Cost Type	Proposed Costs		
		FY 10 (07/01/10- 06/30/11)	FY 11 (07/01/11 – 06/30/12)	FY 12 (07/01/12 – 06/30/13)
Task 1: Quarterly Monitoring, Analysis, Reporting and Annual Reporting (Ground Water, Surface Water and Untreated Leachate)				
1.1: Sampling ¹ and Documentation of Field Activities	LS			
1.2: Quarterly Laboratory Analysis ²	T&M NTE			
1.3: Quarterly Reports - Water Quality Monitoring	LS			
1.4: Non-Sampled Well Condition Survey ³ & Water Elevations	LS			
1.5: Interim Quarterly Event Monitoring ⁴	T&M NTE			
1.6: Annual Reports - Water Quality Monitoring	LS			
Task 2: Sanitary Discharge Monitoring, Laboratory Analysis and Reporting				
2.1: Sanitary Discharge Sampling ⁵	LS			
2.2: Laboratory Analysis ⁶	T&M NTE			
2.3: Reporting	LS			

NOT-TO-EXCEED BID PRICE – SHELTON LANDFILL (Continued)

Task	Cost Type	Proposed Costs		
		FY 10 (07/01/10- 06/30/11)	FY 11 (07/01/11 – 06/30/12)	FY 12 (07/01/12 – 06/30/13)
Task 3: Stormwater Discharge Sampling, Analysis and Reporting				
3.1: Stormwater Sampling ⁷	LS			
3.2: Laboratory Analysis ⁸	T&M NTE			
3.3: Reporting	LS			
Task 4: Habitat Mapping	LS			
Total Proposed Costs for Tasks 1 through 4				

Authorized Signature:	Date:
Name (Printed):	Bidder (Firm):

Notes:

1. Sampling to be conducted in July, October, January, and April.
2. Assume that the following number of samples will be analyzed each quarter:
 - a. Thirty-eight (38) ground water samples (37 wells plus 1 field duplicate), in accordance with Table 2.
 - b. Thirteen (13) surface water samples (12 plus 1 field duplicate), in accordance with Table 2.
 - c. Two (2) untreated ash residue leachate samples, in accordance with Table 2.
 - d. One (1) equipment blank associated with surface water sampling, in accordance with Table 2.
 - e. One (1) field blank associated with surface water sampling, in accordance with Table 2.
 - f. One trip blank for analysis of VOC's only via EPA method 8260 for each day that groundwater samples for VOC's are collected.
3. To be completed on a semi-annual basis (in October and April) at twenty-nine (29) wells.
4. For bidding purposes, assume re-sampling each quarter at all six (6) compliance wells for hardness, total potassium, total sodium, and total dissolved solids.
5. Monthly sampling of the sanitary sewer discharge is required.
6. Refer to Table 3 for the list of monitoring parameters for the sanitary sewer discharge.
7. Sampling of four (4) outfalls must be completed by June 30th each year.
8. Refer to Table 4 for list of stormwater monitoring parameters for Shelton Landfill (4 outfalls).

ANCILLARY SERVICE RATES – SHELTON LANDFILL
(Provide Rates Below)

(Use Additional Sheets If Necessary)

Ancillary Service	Billing Rate		
	FY 10 (07/01/10- 06/30/11)	FY 11 (07/01/11 – 06/30/12)	FY 12 (07/01/12 – 06/30/13)
Drafting (Per Hour)			
Surveying (Per Hour)			
Word Processing (Per Hour)			
Copying (Per Page)			
Travel in Firm-Owned Vehicle (Per Mile)			
Computer Time (Per Hour)			
Any Other Services For Which You Routinely Bill (List Below)			

ANALYTICAL LABORATORY SERVICES RATES – SHELTON LANDFILL

1. Is the Analytical Laboratory that would be used by the bidder for the Services a vendor under the Connecticut Department of Administrative Services ("DAS") Contract 09PSX0054?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. If you answered "Yes" to Question 1 above, has the Analytical Laboratory agreed to bill the bidder for analytical services in accordance with the DAS contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. If you answered "No" to Question 1 or 2 above:		
(a) Attach a copy of the Analytical Laboratory's standard price list in effect at the time this bid is submitted.		
(b) Specify the amount of the discount, if any, that the Analytical Laboratory will provide to bidder for services.	Percentage of Discount: _____ %	

MARK-UP RATES – SHELTON LANDFILL

Equipment and Materials

The proposed mark-up for overhead expenses associated with the purchase of equipment and materials is

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for equipment and materials purchased specifically for installation in association with the Project.

Sub-Consultants

The proposed mark-up for overhead expenses associated with sub-consultant work on the Project is

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for sub-consultant work performed on the Project.

OVERTIME RATES – SHELTON LANDFILL

For employees who are eligible for and are paid a higher hourly rate for overtime than the hourly rate listed on Page 4.3-3, the successful Bidder will be entitled to reimbursement for such employee overtime when such overtime is a result of more than 8 hours in one day and/or more than 40 hours in one week worked on this project by such an employee.

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

% (fill in the percentage rate for overtime)

**REQUEST FOR BIDS
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AND REPORTING SERVICES FOR CRRA LANDFILLS**

SECTION 4D

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

NOT-TO-EXCEED BID PRICE – WALLINGFORD LANDFILL

Instructions:

Fill in the "Not-to-Exceed Bid Price" by Fiscal Year for each of the three years. Under **Cost Type**, "LS" means "Lump Sum" and "T&M NTE" means "Time and Materials Not to Exceed." Also sign and date this Not-To-Exceed Bid Price Form and print the names of the person signing the form and the bidder (firm).

Task	Cost Type	Proposed Costs		
		FY 10 (07/01/10-06/30/11)	FY 11 (07/01/11 – 06/30/12)	FY 12 (07/01/12 – 06/30/13)
Task 1: Semi-Annual Monitoring, Analysis, Reporting and Annual Reporting				
1.1: Sampling ¹ and Documentation of Field Activities	LS			
1.2: Laboratory Analysis ²	T&M NTE			
1.3: Semi-Annual Reports - Water Quality Monitoring	LS			
1.4: Non-Sampled Well Condition Survey ³ & Water Elevations	LS			
1.5: Annual Dioxins and Furans Monitoring, Lab Analysis and Reporting	T&M NTE			
1.6: Annual Reports - Water Quality Monitoring	LS			
Task 2: Stormwater Discharge Sampling, Analysis and Reporting				
2.1: Stormwater Sampling ⁴	LS			
2.2: Laboratory Analysis ⁵	T&M NTE			
2.3: Reporting	LS			
Total Proposed Costs for Tasks 1 through 2				

Authorized Signature:	Date:	
Name (Printed):	Bidder (Firm):	

NOT-TO-EXCEED BID PRICE – WALLINGFORD LANDFILL (Continued)

Notes:

1. Sampling to be conducted in October and April.
2. Assume that the following number of samples will be analyzed semi-annually:
 - a. Twenty-three (23) groundwater samples from the Wallingford Landfill (22 wells + 1 duplicate), and fourteen (14) groundwater samples from the former Barberino property (13 wells + 1 duplicate), analyzed in accordance with Table 2.
 - b. Ten (10) surface water samples from the former Barberino property, analyzed in accordance with Table 2.
 - c. One (1) equipment blank associated with semi-annual surface water sampling, analyzed in accordance with Table 2.
 - d. One (1) field blank associated with semi-annual surface water sampling, analyzed in accordance with Table 2.
 - e. One trip blank for analysis of VOC's only via EPA method 8260 for each day that groundwater samples for VOC's are collected.
3. To be completed on a semi-annual basis (in October and April) at ten (10) wells.
4. Sampling of two (2) outfalls must be completed by June 30th each year.
5. Refer to Table 3 for the list of stormwater monitoring parameters for the Wallingford Landfill.

ANCILLARY SERVICE RATES – WALLINGFORD LANDFILL
(Provide Rates Below)

(Use Additional Sheets If Necessary)

Ancillary Service	Billing Rate		
	FY 10 (07/01/10- 06/30/11)	FY 11 (07/01/11 – 06/30/12)	FY 12 (07/01/12 – 06/30/13)
Drafting (Per Hour)			
Surveying (Per Hour)			
Word Processing (Per Hour)			
Copying (Per Page)			
Travel in Firm-Owned Vehicle (Per Mile)			
Computer Time (Per Hour)			
Any Other Services For Which You Routinely Bill (List Below)			

ANALYTICAL LABORATORY SERVICES RATES – WALLINGFORD LANDFILL

1. Is the Analytical Laboratory that would be used by the bidder for the Services a vendor under the Connecticut Department of Administrative Services ("DAS") Contract 09PSX0054?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. If you answered "Yes" to Question 1 above, has the Analytical Laboratory agreed to bill the bidder for analytical services in accordance with the DAS contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. If you answered "No" to Question 1 or 2 above:		
(a) Attach a copy of the Analytical Laboratory's standard price list in effect at the time this bid is submitted.		
(b) Specify the amount of the discount, if any, that the Analytical Laboratory will provide to bidder for services.	Percentage of Discount: _____ %	

MARK-UP RATES – WALLINGFORD LANDFILL

Equipment and Materials

The proposed mark-up for overhead expenses associated with the purchase of equipment and materials is

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for equipment and materials purchased specifically for installation in association with the Project.

Sub-Consultants

The proposed mark-up for overhead expenses associated with sub-consultant work on the Project is

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for sub-consultant work performed on the Project.

OVERTIME RATES – WALLINGFORD LANDFILL

For employees who are eligible for and are paid a higher hourly rate for overtime than the hourly rate listed on Page 4.4-3, the successful Bidder will be entitled to reimbursement for such employee overtime when such overtime is a result of more than 8 hours in one day and/or more than 40 hours in one week worked on this project by such an employee.

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

% (fill in the percentage rate for overtime)

**REQUEST FOR BIDS
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SECTION 5

BUSINESS INFORMATION FORM



BUSINESS INFORMATION FORM

Bidder must provide the information requested in the following sections.

1. BIDDER INFORMATION

Name of Entity:			
Central Office/ Headquarters Address:	Address 1:		
	Address 2:		
	City, State, Zip Code:		
Servicing Office Address (if different than Central Office/ Headquarters Address):	Address 1:		
	Address 2:		
	City, State, Zip Code:		
Name of Parent Company (if any):			
Entity's Legal Structure:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture	
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Public Entity	
	<input type="checkbox"/> Other		
State in Which Entity is Legally Organized:			
Year Entity Started:		Number of Employees:	Number of Offices:
Location(s) of Offices (City and State):			
Brief History of the Entity:			

Overview of Entity's Principal Lines of Work:	
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2. ANALYTICAL LABORATORY INFORMATION

In the following table identify the analytical laboratory bidder would use for the Services.

Analytical Laboratory	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Is the Analytical Laboratory specified above a vendor under the Connecticut Department of Administrative Services ("DAS") contract number 09PSX0054, "Environmental Laboratory Testing Services?"	Yes <input type="checkbox"/> No <input type="checkbox"/>
If bidder answered "No" to the question above, bidder must provide as Appendix B to the bid a copy of the Analytical Laboratory's Connecticut Department of Public Health ("CTDPH") Approved Laboratory Testing Certification (indicating approvals for sample source type and examination/testing categories), the most recent CTDPH annual inspection report, and a copy of the most recent EPA Performance Evaluation Report Proficiency Scores.	

3. SUBCONTRACTOR (SUBCONSULTANT) INFORMATION

	Yes	No
Will bidder subcontract with entities, other than the Analytical Laboratory identified in Section 2 of this Form, for significant portions of the Services?	<input type="checkbox"/>	<input type="checkbox"/>

If bidder answered "yes" to the above question, provide the following information concerning the subcontractors. If bidder will subcontract with more than two entities, copy this page of the Form and provide the requested information on the additional subcontractors.

Subcontractor 1	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Subcontractor 1 will have in providing the Services.	

Subcontractor 2	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Subcontractor 2 will have in providing the Services.	

4. KNOWLEDGE, CAPABILITY AND EXPERIENCE

Describe bidder's knowledge, capability and experience in providing services similar to the services addressed in this RFB. Specifically describe services regarding environmental monitoring, laboratory analysis evaluation, and reporting services associated with landfills, water contamination, plume delineation and characterization and monitoring program design and modifications. Indicate the experience of bidder in meeting monitoring and reporting deadlines as prescribed in the permits.

[Empty response area for bidder's knowledge, capability and experience]

Describe bidder's training and oversight regarding field work associated with monitoring. If submitting a bid for environmental monitoring at the Shelton Landfill and/or the Wallingford Landfill, also address "HAZWOPER" training in accordance with the requirements of 29 CFR 1910.120(3), which is applicable to both sampling personnel and supervisory personnel.

Describe bidder's internal report review and quality assurance/quality control program.

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SECTION 6

**PERSONNEL BACKGROUND AND EXPERIENCE
FORM**



PERSONNEL BACKGROUND AND EXPERIENCE FORM

In the space below provide the requested information on the professionals (project managers, scientists, chemists and field supervisors) who would be assigned to work with CRRA.

In completing the forms below, please note the following:

- In the "Staff Level" item, indicate the individual's staff level as specified on the Payment Rate Schedule portion of the Not-To-Exceed Bid Price And Payment Rate Schedule Form (Section 4 of the RFQ Package Documents).
- In the "% of Time" item, indicate the percentage of the total person hours that the bidder would spend on providing the Services that would be spent by the individual in providing the Services.

If more than 10 individuals would be assigned to work with CRRA, copy page 6 of this form and use it to provide the requested information for the additional individuals.

Provide a brief resume (i.e., no more than two pages) of each individual listed on this Form as Appendix A to the bid.

Of the professionals listed in items 1 through 10 on the following pages, indicate below the names of the professional who would be the bidder's key contacts in the following areas:

Key Contact Area	Name of Professional
Field Services Associated with Monitoring:	
Laboratory Analysis:	
Report Preparation:	

PROFESSIONAL 1

Name:		Staff Level:	
Title:		% of Time:	
Probable areas of responsibility:			
Background:			

PROFESSIONAL 2

Name:		Staff Level:	
Title:		% of Time:	
Probable areas of responsibility:			
Background:			

PROFESSIONAL 3

Name:		Staff Level:	
Title:		% of Time:	
Probable areas of responsibility:			
Background:			

PROFESSIONAL 4

Name:		Staff Level:	
Title:		% of Time:	
Probable areas of responsibility:			
Background:			

PROFESSIONAL 5

Name:		Staff Level:	
Title:		% of Time:	
Probable areas of responsibility:			
Background:			

PROFESSIONAL 6

Name:		Staff Level:	
Title:		% of Time:	
Probable areas of responsibility:			
Background:			

PROFESSIONAL 7

Name:		Staff Level:	
Title:		% of Time:	
Probable areas of responsibility:			
Background:			

PROFESSIONAL 8

Name:		Staff Level:	
Title:		% of Time:	
Probable areas of responsibility:			
Background:			

PROFESSIONAL 9

Name:		Staff Level:	
Title:		% of Time:	
Probable areas of responsibility:			
Background:			

PROFESSIONAL 10

Name:		Staff Level:	
Title:		% of Time:	
Probable areas of responsibility:			
Background:			

**REQUEST FOR BIDS
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**SECTION 7
REFERENCES FORM**



REFERENCES FORM

In space below, provide the names of three (3) non-CRRA references who can attest to the quality of work performed/services provided by Bidder/Proposer/Statement of Qualifications Submitter. Include job title, the name, address and phone number of the business and a brief description of the work performed/services provided for each reference.

REFERENCE 1

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

REFERENCE 2

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

REFERENCE 3

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

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



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

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

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

LIST OF ACRONYMS

RCSA	-	Regulations of Connecticut State Agencies
CHRO	-	State of Connecticut Commission on Human Rights and Opportunities
DAS	-	State of Connecticut Department of Administrative Services

FOOTNOTES

- ¹ If the Contractor answered "yes" to Question 2A and/or 3A, Contractor must attach a copy of its DAS Set-Aside Certificate to this Questionnaire.
- ² If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds Fifty Thousand Dollars (\$50,000.00) in any fiscal year, and the Contractor has fifty (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 BUSINESS ENTERPRISE

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

1. Has been doing business under the same ownership or management and has maintained its principal place of business in the Connecticut for at least one year immediately prior to the issuance of the Request For Bids/ Proposals/Qualifications;
2. Has had gross revenues not exceeding fifteen million dollars (\$15,000,000) during its most recent fiscal year; and
3. At least 51% of the ownership of the Contractor is held by a person(s) who exercises the operational authority over daily affairs of the business and has the power to direct policies and management and receives beneficial interests of the business.

SCHEDULE B CRITERIA FOR A MINORITY OWNED BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Minority Owned Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Business Enterprise;
2. At least 51% of the ownership of the Contractor by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies and receives the beneficial interests of the business;
3. A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

As used in this section and sections 4a-60, 4a-60a, 4a-60g, 4a-62, 46a-56 and 46a-68c to 46a-68k, inclusive: "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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SECTION 9

AFFIDAVIT CONCERNING NONDISCRIMINATION



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "Agreement for Environmental Monitoring, Laboratory Analysis and Reporting Services for [NAME OF LANDFILL] Landfill" (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 **10**

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

**REQUEST FOR BIDS
FOR
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AND REPORTING SERVICES FOR CRRRA LANDFILLS**

**SECTION 10
BACKGROUND QUESTIONNAIRE**



BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor").

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

	Yes	No
<p>1. Has the Contractor or any of the following ever been the subject of a criminal investigation?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <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 Contractor or any of the following ever been the subject of a civil investigation¹?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <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"/>

¹ The phrase "civil investigation" means an investigation undertaken by a governmental entity (e.g., federal, state or municipal) that has investigative and enforcement authority (e.g., the Office of the Connecticut Attorney General, the Connecticut Ethics Commission, the Connecticut Elections Enforcement Commission, the federal Securities and Exchange Commission).

	Yes	No
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a civil investigation¹?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 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; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

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 Contractor herein, that he/she has provided answers to the foregoing questions on the Contractor's
background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court

**REQUEST FOR BIDS
FOR
ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS
AND REPORTING SERVICES FOR CRRA LANDFILLS**

**SECTION 11
SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION BAN**

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. Click on the link to "State Contractor Contribution Ban."

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.

**REQUEST FOR BIDS
FOR
ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS
AND REPORTING SERVICES FOR CRRRA LANDFILLS**

**SECTION 12
NOTICE OF AWARD**



NOTICE OF AWARD

TO: [NAME OF SUCCESSFUL BIDDER'S CONTACT]
[NAME OF SUCCESSFUL BIDDER]
[ADDRESS OF SUCCESSFUL BIDDER]

PROJECT: [DEPENDENT ON LANDFILL; WILL BE ADDED BY CRRA AT TIME OF AWARD]

RFB NO.: FY10-EN-002

CONTRACT: Agreement For Environmental Monitoring, Laboratory Analysis And Reporting Services For The [NAME OF LANDFILL] Landfill

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE OF BID] in response to CRRA's Notice To Firms – Invitation To Bid for the above-referenced Services, which Services are more particularly described in the "Agreement for Environmental Monitoring, Laboratory Analysis and Reporting Services for the [NAME OF LANDFILL] Landfill" (the "Services").

You are hereby notified that your Bid has been accepted for performing the Services and that you shall be reimbursed for the performance of such Services as specified in Exhibit C of the Agreement.

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

- (a) Execute the two the attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes entering the requested information in the "Notices" Section (Section 7.14, Page 21) of the Agreement, signing the Agreement (Page 23), printing the signer's name under the signature line (Page 23) and printing the signer's title following the word "Its" (Page 23);
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance;

- (d) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and
- (e) Satisfy all other conditions set forth herein.

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

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

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

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103
Attention: Ronald Gingerich

Dated this __ day of __, 2010.

Connecticut Resources Recovery Authority

By: _____
Ronald Gingerich
Title: Environmental Compliance Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2010.

By:

Signature: _____

Name (print/type): _____

Title: _____

ATTACHMENT A

To

NOTICE OF AWARD

**CONTRACTOR'S CERTIFICATION CONCERNING
GIFTS**



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS AND REPORTING SERVICES FOR THE [NAME OF LANDFILL] LANDFILL

(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 bid/proposal/statement of qualifications for the "Agreement for Environmental Monitoring, Laboratory Analysis and Reporting Services for the [NAME OF LANDFILL] Landfill" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between December 1, 2009 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement

to

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

4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and
5. The Contractor made the bid/proposal/statement of qualifications 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
Christopher Shepard, Environmental Engineer

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 Christopher G. Donovan, 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 _____ 20 10

Notary Public/Commissioner of the Superior Court

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

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

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

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

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

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

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

**REQUEST FOR BIDS
FOR
ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS
AND REPORTING SERVICES FOR CRRRA LANDFILLS**

SECTION 13

**AGREEMENT FOR ENVIRONMENTAL
MONITORING, LABORATORY ANALYSIS AND
REPORTING SERVICES AT THE [NAME OF
LANDFILL] LANDFILL**

**AGREEMENT
FOR
ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND
REPORTING SERVICES FOR THE
[NAME OF LANDFILL] LANDFILL**

**BETWEEN
CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

**AND
[NAME OF CONSULTANT]**

Dated as of July 1, 2010

AGREEMENT FOR ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS AND REPORTING SERVICES FOR THE [NAME OF LANDFILL] LANDFILL

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This **AGREEMENT FOR ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS AND REPORTING SERVICES FOR THE [NAME OF LANDFILL] LANDFILL** (the "Agreement") is made and entered into as of this 1st day of July, 2010 (the "Effective Date") by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 ("CRRA") and **[NAME OF CONSULTANT]**, a [TYPE OF ENTITY], having a principal place of business at [ADDRESS OF CONSULTANT] ("Consultant").

PRELIMINARY STATEMENT

WHEREAS, [Insert the applicable of the following]

CRRA owns a certain parcel of real property located at 217 Sadds Mill Road (State Route 140) in Ellington, Connecticut (the "Property"), upon which property CRRA formerly operated and now provides post-closure monitoring and maintenance services for a certain sanitary landfill known as the Ellington Landfill (the "Landfill");

CRRA leases a certain parcel of real property located at 180 Leibert Road in Hartford, Connecticut (the "Property"), upon which property CRRA formerly operated and now is in the process of closing a certain sanitary landfill known as the Hartford Landfill (the "Landfill");

CRRA owns a certain parcel of real property located at 866 River Road (State Route 110) in Shelton Connecticut (the "Property"), upon which property CRRA formerly operated and now provides post-closure monitoring and maintenance services for a certain sanitary landfill known as the Shelton Landfill (the "Landfill");

CRRA leases a certain parcel of real property located on Pent Road in Wallingford, Connecticut (the "Property") upon which Property CRRA formerly operated and now provides post-closure monitoring and maintenance services for a certain sanitary landfill known as the Wallingford Landfill (the "Landfill");

WHEREAS, CRRA now desires to enter into this Agreement in order to have Consultant render certain environmental monitoring, laboratory analysis and reporting services at the Landfill in accordance this Agreement;

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

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

- (a) **“Addenda”** means written or graphic documents issued prior to the bid due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), Notice To Firms - Invitation To Bid, Instructions To Bidders, Addenda, Consultant’s Bid (including all documentation accompanying such bid, all other documentation submitted in connection with such bid, and all post-bid documentation submitted prior to the Notice Of Award), Notice Of Award, any written amendments to any of the Contract Documents and any change order issued pursuant to Section 2.7, 2.8 and/or Section 7.13 hereof.
- (c) **“Effective Date”** means the date set forth above in this Agreement.
- (d) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (e) **“Notice Of Award”** means written notification from CRRA to the apparent successful bidder which states that CRRA has accepted such bidder’s bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (f) **“Project”** means the provision by the Consultant of the environmental monitoring, laboratory analysis and reporting services for the Landfill.
- (g) **“Site”** means those areas of the Property upon which the Services are to be performed, furnished and completed by Consultant in accordance with the Contract Documents.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;

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

2. SCOPE OF SERVICES

2.1 Consultant’s Responsibilities

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

2.2 Performance And Completion Of Services

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

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

- (d) The highest prevailing industry standards applicable to Consultant and its performance of the Services hereunder; and
- (e) All Laws And Regulations.

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

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

2.3 Authorized Representative Of CRRA

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

2.4 Access

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

- (a) Consultant shall not interfere with any other operations or activities being conducted at such Landfill or on such Property by either CRRA or any other person or entity;
- (b) Consultant directly coordinates with an Authorized Representative of CRRA on such access; and
- (c) Consultant is in compliance with all of the terms and conditions of this Agreement.

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

2.5 Direction of Services

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

remaining Services, CRRA shall terminate this Agreement in accordance with Section 4.3 hereof.

2.6 CRRA's Inspection Rights

Consultant's performance of the Services hereunder, as well as Consultant's work products resulting from such performance, are subject to inspection by CRRA. Inspections may be conducted at any time by CRRA. In the event of an inspection, Consultant shall provide to CRRA any documents or other materials that may be necessary in order for CRRA to conduct the inspection. If after any such inspection CRRA is unsatisfied with Consultant's performance of the Services hereunder or any of the work products resulting therefrom, Consultant shall, at the direction of CRRA, render such performance or work products satisfactory to CRRA at no additional cost or expense to CRRA and without any extension of or addition to any item in the Project Schedule for the remaining Services. For purpose of this Section 2.6, CRRA shall mean CRRA and/or its Authorized Representative.

2.7 Change In Scope Of Services

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

2.8 Specific Services Request For Services

At its discretion, CRRA, through an Authorized Representative, may require that prior to undertaking work on a specific task, Consultant and an Authorized Representative mutually agree in writing upon a detailed Scope of Services required for such task, together with an estimate of the time, cost, and expenses for such Services. In such cases, CRRA will request performance of such Services by means of a written request in accordance with the format of **Exhibit B** attached hereto and made a part hereof (a "Request"). Accordingly, upon receipt and acceptance of a written Request, Consultant will perform such Services described in such Request in accordance with the terms of this Agreement and such Request.

If, during Consultant's performance of such Services, there is a change in Consultant's estimated time, cost or expenses for such Services, Consultant will promptly notify CRRA in writing of such change and shall not incur any costs or expenses exceeding those specified in

the Request without prior written authorization from an Authorized Representative. CRRA shall not pay for any Services rendered or expenses incurred by Consultant in excess of those included in such Request unless specifically authorized in advance and in writing by an Authorized Representative.

2.9 Site And Subsurface Conditions

All information and data shown or indicated in the Contract Documents with respect to underground facilities, surface conditions, subsurface conditions or other conditions at or contiguous to the Site are furnished for information only and CRRA does not assume any responsibility for the accuracy or completeness of such information and data. Consultant acknowledges and agrees that CRRA does not assume any responsibility for such information and data and that Consultant is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including but not limited to surface conditions, subsurface conditions and underground facilities. Consultant has carefully studied all such information and data and Consultant has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including but not limited to surface conditions, subsurface conditions and underground facilities) at or contiguous to the Site and all other conditions or factors which may affect cost, progress, performance, furnishing or completion of the Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures or performance of the Services to be employed by Consultant and safety precautions and programs incident thereto. Consultant does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for Consultant to conclusively determine, and Consultant has so determined, that the Services can be performed, furnished and completed in accordance with the Not-To-Exceed Contract Price and the other terms and conditions of the Contract Documents. In the event that the information or data shown or indicated in the Contract Documents with respect to underground facilities or surface, subsurface or other conditions at or contiguous to the Site differs from conditions encountered by Consultant during performance of the Services, there shall be no increase in the Not-To-Exceed Contract Price as a result of such differing conditions, unless CRRA, in its sole and absolute discretion, agrees in writing to such increase and/or extension.

2.10 Methane Gases

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

2.11 Restoration

Unless otherwise directed in writing by CRRA, Consultant shall restore any part of the Property disturbed or damaged by Consultant or any of its directors, officers, employees,

agents, sub-consultants or materialmen to the same condition existing immediately prior to such disturbance or damage.

3. COMPENSATION AND PAYMENT

3.1 Compensation Schedule

Consultant shall be paid by CRRA for the services rendered and expenses incurred under this Agreement on the basis set forth in Exhibit C attached hereto and made a part hereof.

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

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

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

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

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

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

3.2 Bill Format

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

- (a) For tasks billed on a Lump Sum basis:
 - (1) A description of the Tasks performed;
 - (2) The annual fee for each Task, per the Agreement;
 - (3) The percentage of the Task completed during the current billing period;
 - (4) The total amount earned during the current billing period (equals the annual fee times the percentage of the task completed during the current billing period);
 - (5) A year-to-date summary of the percentage of each task completed.

- (b) For tasks billed on a Time And Materials basis:
 - (1) Names of all persons performing Services for which payment is sought;
 - (2) A description of the Services performed by each person;
 - (3) The time spent by each person;
 - (4) The hourly rate for each person;
 - (5) The total amount charged for each person;
 - (6) Separate listing of all expenses incurred including copies of receipts or sub-consultant invoices;
 - (7) The project name and number to be charged; and
 - (8) The contract number for this Agreement (to be provided by CRRA).

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

The format for all monthly bills is attached hereto and made a part hereof as **Exhibit E** for Lump Sum Tasks and **Exhibit F** for Time And Materials Tasks.

3.3 Payment Procedure

If CRRA determines, in its sole discretion, that

- (a) The Services for which Consultant is requesting payment have been properly performed and completed in conformance with the Standards,
- (b) Consultant is not in default hereunder,

- (c) CRRA does not dispute the amount of the payment requested, and
- (d) The bill contains all of the information required hereunder,

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

If, however,

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

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

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

3.4 Accounting Obligations

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

3.5 Audit

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

For an audit, Consultant shall provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries;
- (b) Each employee's original bills and time slips for the services;
- (c) A list of hourly rates for each employee providing Services; and
- (d) A detailed explanation of Consultant's billing methods.

CRRA reserves the right to seek reimbursement of inappropriately billed time or expenses.

3.6 Withholding Taxes And Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Consultant, nor be withheld from payment to Consultant by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the Services to be performed hereunder by Consultant, or any of Consultant's employees or sub-Consultants. Consultant shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.5 and Consultant hereby agrees to indemnify CRRA and hold CRRA harmless against any and all such taxes, insurance or payments, or similar costs which CRRA may be required to pay in the event that Consultant's status hereunder is determined to be other than that of an independent Consultant.

3.7 State of Connecticut Taxes

Pursuant to Section 22a-270 of the *Connecticut General Statutes* (as the same may be amended or superceded from time to time), 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 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 the Services contemplated by this Agreement.

Contractor 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 the Services contemplated by this Agreement, 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 Agreement.

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

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated in accordance with the terms hereof, on June 30, 2013.

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

4.2 Time Is Of The Essence

CRRA and Consultant hereby acknowledge and agree that time is of the essence with respect to Consultant's performance of the Services hereunder. Accordingly, upon Consultant's receipt of the request from the Authorized Representative to perform the Services, Consultant shall immediately commence performance of the Services requested and continue to perform the same during the term of this Agreement.

4.3 Termination

This Agreement may be terminated by CRRA upon at least thirty (30) days advance written notice.

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

Upon termination of this Agreement pursuant to this Section 4.3,

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

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

Consultant shall transmit to CRRA originals or copies of any and all material prepared, developed or obtained under this Agreement in Consultant's possession within thirty (30) days of receipt of the written notice of termination unless otherwise directed by the Authorized Representative. Consultant shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by CRRA and shall make them available for inspection and audit by CRRA. Consultant's obligations under this Section 4.3 shall survive the termination or expiration of this Agreement.

5. INDEMNIFICATION

5.1 Consultant's Indemnity

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

Consultant's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 Required Insurance

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

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

6.2 Certificates

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

6.3 Specific Requirements

All policies for each insurance required hereunder shall:

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

6.4 Issuing Companies

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

6.5 Consultant's Sub-Consultants

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

6.6 Umbrella Insurance Liability Coverage

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

6.7 No Limitation On Liability

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

6.8 Other Conditions

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

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

- (b) The solvency of any insurer, or
- (c) The payment of losses.

7. MISCELLANEOUS

7.1 Non-Discrimination

Consultant agrees to the following:

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

concerning the employment practices and procedures of Consultant as relate to the provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes.

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

7.2 Contingent, Management Service And Placement Commissions

Consultant warrants that during its performance under this Agreement it will not receive, or direct to any third parties, any contingent commissions, management service agreement commissions, or any other form of placement commissions, with the exception of wholesale commissions which are customary in the industry. Consultant warrants that it will disclose to CRRA any wholesale commissions it receives from third parties during and related to Consultant's performance of this Agreement.

7.3 Proprietary Information

Consultant shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for Consultant's own purposes or for the benefit of any person, firm, corporation or other entity (other than CRRA) without the prior written consent of CRRA. Any report or other work product prepared by Consultant in connection with the performance of the Services hereunder shall be owned solely and exclusively by CRRA and cannot be used by Consultant for any purpose beyond the scope of this Agreement without the prior written consent of CRRA. Any material designated by CRRA in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of CRRA. However, Consultant acknowledges that CRRA is subject to the Connecticut Freedom of Information Act and CRRA must disclose certain documents in accordance with said statutes. Consultant retains all of its rights in its inventions, expressions, know how, techniques, skills, knowledge and experience and materials used by it generally or provided by it generally to clients, and Consultant shall not be restricted in any way with respect thereto. The restrictions and agreements set forth in this Section 7.3 shall not apply to any information:

- (a) Which at the time disclosed to or obtained by Consultant is in the public domain;
- (b) Which becomes part of the public domain through no act, omission or fault of Consultant;
- (c) Which Consultant's records demonstrate was developed independently by Consultant or was received by Consultant from a third party which Consultant had no reason to believe had any confidentiality or fiduciary obligation to CRRA with respect to such information;
- (d) Which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however,

Consultant shall give prior timely notice of such disclosure to CRRA to permit CRRA to seek a protective order, and, absent the entry of such protective order, Consultant shall disclose only such Confidential Information that Consultant is advised by its counsel must be disclosed by law; or

- (e) Following the lapse of five years after disclosure of such information to Consultant.

7.4 Sub-Consultants

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

7.5 Status Of Consultant

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

7.6 Consultant's Employees

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

7.7 Restrictions On Parties

This Agreement shall not be construed to restrict either CRRA or Consultant from entering into other agreements similar to this one with other parties, provided however Consultant shall not render services to another which would either be in conflict with the interests of CRRA or prevent Consultant from performing hereunder. Consultant shall not assign this Agreement or

subcontract any of the Services to be performed hereunder without the prior written consent of the Authorized Representative.

7.8 Entire Agreement

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

7.9 Governing Law

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

7.10 Assignment

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

7.11 No Waiver

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of CRRA or Consultant thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

7.12 Mechanic's Liens

Consultant shall claim no interest in the Property or any equipment, fixtures or improvements located or to be located thereon. Consultant shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Property. Consultant shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or interests by Consultant or any of its sub-consultants or materialmen. Before any sub-consultant or materialman of Consultant commences any Services hereunder, Consultant shall deliver to CRRA an original waiver of mechanic's liens properly executed by such sub-consultant or materialman. If any mechanic's lien is filed against CRRA or any of its properties in connection with the Services hereunder, Consultant shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Consultant fails to do so, CRRA may, at its option but without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and

the cost thereof, at CRRA's election, shall be either deducted from any payment due to Consultant hereunder or reimbursed to CRRA promptly upon demand by CRRA to Consultant.

7.13 Modification

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

7.14 Notices

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

(a) If to CRRA:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Environmental Engineer

With a copy to:

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

(b) If to Consultant:

Attention: _____

7.15 Benefit and Burden

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

7.16 Severability

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

7.17 Small Contractor Application

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

7.18 Whistleblower Protection

If any officer, employee or appointing authority of the Consultant takes or threatens to take any personnel action against any employee of the Consultant in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Consultant shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Consultant shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state Consultants.

7.19 Counterparts

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

7.20 Campaign Contribution And Solicitation Prohibitions

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

7.21 Affidavit Concerning Nondiscrimination

At the time the Consultant submitted its Bid to CRRA, it simultaneously executed a document entitled Affidavit Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as Exhibit H.

7.22 Contractor’s Certification Concerning Gifts

At the time of Consultant’s execution of this Agreement, Consultant simultaneously executed a document entitled Contractor’s Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit I.

7.23 President’s Certification Concerning Gifts

At the time of the President of CRRA’s execution of this Agreement, the President of CRRA simultaneously executed a document entitled President’s Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit J.

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

[NAME OF CONSULTANT]

By: _____

[Print/Type Name]
Its _____
Duly Authorized [Title]

EXHIBIT A

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE [NAME OF LANDFILL] LANDFILL**

SCOPE OF SERVICES

SCOPE OF SERVICES

In the following sub-exhibits are the Scopes of Services for each of the CRRA Landfills as follows:

- Exhibit A 1 – Ellington Landfill
- Exhibit A 2 – Hartford Landfill
- Exhibit A 3 – Shelton Landfill
- Exhibit A 4 – Wallingford Landfill

An Agreement for the Services for one of the Landfills will only include the Exhibit for that Landfill.

EXHIBIT B

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE [NAME OF LANDFILL] LANDFILL**

**REQUEST FOR SERVICES
STANDARD FORM**



REQUEST FOR SERVICES

[DATE]

[NAME OF CONTACT FOR CONSULTANT]
[NAME OF CONSULTANT]
[ADDRESS 1 OF CONSULTANT]
[ADDRESS 2 OF CONSULTANT]

**Re: Agreement for Environmental Monitoring, Laboratory Analysis and Reporting
Services at the [NAME OF LANDFILL] Landfill
Request for Services**

Dear _____:

This Request will authorize you to provide the Services described below in accordance with the terms and conditions of the "Agreement for Environmental Monitoring, Laboratory Analysis and Reporting Services at the [NAME OF LANDFILL] Landfill" dated [DATE OF AGREEMENT] between CRRA and you.

The Scope of Services, Estimated time of Performance and Estimated Costs set forth below will become a part of the above-referenced Agreement and will be incorporated therein, as an amendment, upon your acceptance of this Request, to be indicated below. The Scope of Services is the product of consultation between CRRA and you and the Estimated Time of Performance and Estimated Costs have been provided by you and deemed acceptable by CRRA.

1. Scope of Services

[PROVIDE DETAILS]

2. Estimated Time of Performance

[PER CONSULTANT]

3. Estimated Costs

[PER CONSULTANT]

These costs are not to be exceeded without CRRA's prior written consent. CRRA shall not pay for any services rendered or expenses incurred by Consultant in excess of those included in this Request unless specifically authorized in advance and in writing by CRRA.

Sincerely,

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Title: _____

Accepted and agreed to under the terms of the
Agreement for Environmental Monitoring,
Laboratory Analysis and Reporting Services at
the [NAME OF LANDFILL] Landfill
dated [DATE OF AGREEMENT]

[CONSULTANT NAME]

By: _____
Title: _____

EXHIBIT C

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE [NAME OF LANDFILL] LANDFILL**

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

NOT-TO-EXCEED CONTRACT PRICE AND COMPENSATION SCHEDULE

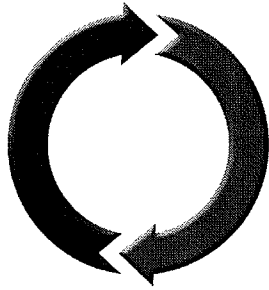
[The Not-To-Exceed Contract Price And Compensation Schedule will be added by CRRA based on the Consultant's Not-To-Exceed Bid Price And Payment Rate Schedule Form, as such Form may be modified as a result of negotiations between CRRA and the Consultant.]

EXHIBIT D

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE [NAME OF LANDFILL] LANDFILL**

**CRRA TRAVEL AND EXPENSE REPORTING
DOCUMENT**



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

TRAVEL POLICY AND EXPENSE REPORTING

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

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

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CONNECTICUT RESOURCES RECOVERY AUTHORITY

TRAVEL POLICY AND EXPENSE REPORTING

1. GENERAL STATEMENT

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

2. APPROVALS

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

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

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

3. TRANSPORTATION

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

3.1 Rental Automobile

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

3.1.1 Insurance

3.1.1.1 Business Use Of A Rental Automobile

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

3.1.1.2 Personal Use Of A Rental Automobile

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

3.2 Business Use Of Employee's Car

3.2.1 Reimbursement Rate

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

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

3.2.2 Mileage Calculation

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

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

3.2.3 Tolls/Parking

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

3.3 Air Travel

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

3.4 Taxis

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

3.5 CRRA Owned Automobiles

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

4. MEALS

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

5. LODGING

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

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

6. INCIDENTALS

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

7. PERSONAL EXPENSES

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

8. OTHER BUSINESS EXPENSES

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

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

CRRA will not reimburse the cost of home entertaining.

9. EXPENSE REPORTING

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

10. RECEIPTS

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

Original receipts are required for all entertainment.

11. EXCEPTIONS

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

ORIGINAL

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

REVISION 1

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

EXHIBIT E

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE [NAME OF LANDFILL] LANDFILL**

**MONTHLY BILL FORMAT
LUMP SUM TASKS**

MONTHLY BILL FORMAT – LUMP SUM TASKS

In the following sub-exhibits are the Monthly Bill Formats for Lump Sum Tasks for each of the CRRA Landfills as follows:

- Exhibit E 1 – Ellington Landfill
- Exhibit E 2 – Hartford Landfill
- Exhibit E 3 – Shelton Landfill
- Exhibit E 4 – Wallingford Landfill

An Agreement for the Services for one of the Landfills will only include the Exhibit for that Landfill.

EXHIBIT E 1

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE
ELLINGTON LANDFILL**

**MONTHLY BILL FORMAT
LUMP SUM TASKS**

MONTHLY BILL FORMAT – LUMP SUM TASKS – ELLINGTON LANDFILL

Name of Contractor:	
Contract Number:	
Billing Period:	
Project Name:	Environmental Monitoring, Laboratory Analysis and Reporting Services – Ellington Landfill
Purchase Order Number:	

Task	Cost Type	Proposed Costs for Current Fiscal Year	% Completed Current Billing Period	Dollars Earned Current Billing Period	% Completed Year-To-Date
1. Quarterly Monitoring, Analysis, Reporting and Annual Reporting					
1.1 Sampling and Documentation of Field Activities	LS	\$	%	\$	%
1.2 Quarterly Laboratory Analysis	T&M NTE	SEE TIME AND MATERIALS BILL FORMAT			
1.3 Quarterly Reports - Water Quality Monitoring	LS	\$	%	\$	%
1.4 Non-Sampled Well Condition Survey & Water Elevations	LS	\$	%	\$	%
1.5 Annual Reports - Water Quality Monitoring	LS	\$	%	\$	%
2. Stormwater Discharge Sampling, Analysis and Reporting					
2.1 Stormwater Sampling	LS	\$	%	\$	%
2.2 Laboratory Analysis	T&M NTE	SEE TIME AND MATERIALS BILL FORMAT			
2.3 Reporting	LS	\$	%	\$	%
Total Earned During Current Billing Period				\$	%

EXHIBIT E 2

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE
HARTFORD LANDFILL**

**MONTHLY BILL FORMAT
LUMP SUM TASKS**

MONTHLY BILL FORMAT – LUMP SUM TASKS – HARTFORD LANDFILL

Name of Contractor:	
Contract Number:	
Billing Period:	
Project Name:	Environmental Monitoring, Laboratory Analysis and Reporting Services – Hartford Landfill
Purchase Order Number:	

Task	Cost Type	Proposed Costs for Current Fiscal Year	% Completed Current Billing Period	Dollars Earned Current Billing Period	% Completed Year-To-Date
1. Quarterly Environmental Monitoring, Analysis, Reporting and Annual Reporting (Ground Water, Surface Water and Untreated Leachate)					
1.1 Sampling and Documentation of Field Activities	LS	\$	%	\$	%
1.2 Quarterly Laboratory Analysis	T&M NTE	SEE TIME AND MATERIALS BILL FORMAT			
1.3 Quarterly Reports - Water Quality Monitoring	LS	\$	%	\$	%
1.4 Non-Sampled Well Condition Survey & Water Elevations	LS	\$	%	\$	%
1.5 Interim Quarterly Event Monitoring	T&M NTE	SEE TIME AND MATERIALS BILL FORMAT			
1.6 Annual Dioxin/Furan Monitoring, Lab Analysis and Reporting	LS	\$	%	\$	%
1.7 Annual Reports - Water Quality Monitoring	LS	\$	%	\$	%
2. Sanitary Discharge Monitoring, Laboratory Analysis and Reporting					
2.1 Sanitary Discharge Sampling	LS	\$	%	\$	%
2.2 Laboratory Analysis	T&M NTE	SEE TIME AND MATERIALS BILL FORMAT			
2.3 Reporting	LS	\$	%	\$	%
3. Stormwater Discharge Sampling, Analysis and Reporting					
3.1 Stormwater Sampling	LS	\$	%	\$	%
3.2 Laboratory Analysis	T&M NTE	SEE TIME AND MATERIALS BILL FORMAT			
3.3 Reporting	LS	\$	%	\$	%
4. Dike Stability Monitoring and Reporting	LS	\$	%	\$	%
Total Earned During Current Billing Period				\$	%

EXHIBIT E 3

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE
SHELTON LANDFILL**

**MONTHLY BILL FORMAT
LUMP SUM TASKS**

MONTHLY BILL FORMAT – LUMP SUM TASKS – SHELTON LANDFILL

Name of Contractor:	
Contract Number:	
Billing Period:	
Project Name:	Environmental Monitoring, Laboratory Analysis and Reporting Services – Shelton Landfill
Purchase Order Number:	

Task	Cost Type	Proposed Costs for Current Fiscal Year	% Completed Current Billing Period	Dollars Earned Current Billing Period	% Completed Year-To-Date
1. Quarterly Monitoring, Analysis, Reporting and Annual Reporting (Ground Water, Surface Water and Untreated Leachate)					
1.1 Sampling and Documentation of Field Activities	LS	\$	%	\$	%
1.2 Quarterly Laboratory Analysis	T&M NTE	SEE TIME AND MATERIALS BILL FORMAT			
1.3 Quarterly Reports - Water Quality Monitoring	LS	\$	%	\$	%
1.4 Non-Sampled Well Condition Survey & Water Elevations	LS	\$	%	\$	%
1.5 Interim Quarterly Event Monitoring	T&M NTE	SEE TIME AND MATERIALS BILL FORMAT			
1.6 Annual Reports - Water Quality Monitoring	LS	\$	%	\$	%
2. Sanitary Discharge Monitoring, Laboratory Analysis and Reporting					
2.1 Sanitary Discharge Sampling	LS	\$	%	\$	%
2.2 Laboratory Analysis	T&M NTE	SEE TIME AND MATERIALS BILL FORMAT			
2.3 Reporting	LS	\$	%	\$	%
3. Stormwater Discharge Sampling, Analysis and Reporting					
3.1 Stormwater Sampling	LS	\$	%	\$	%
3.2 Laboratory Analysis	T&M NTE	SEE TIME AND MATERIALS BILL FORMAT			
3.3 Reporting	LS	\$	%	\$	%
4. Habitat Mapping	LS	\$	%	\$	%
Total Earned During Current Billing Period				\$	%

EXHIBIT E 4

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE
WALLINGFORD LANDFILL**

**MONTHLY BILL FORMAT
LUMP SUM TASKS**

MONTHLY BILL FORMAT – LUMP SUM TASKS – WALLINGFORD LANDFILL

Name of Contractor:	
Contract Number:	
Billing Period:	
Project Name:	Environmental Monitoring, Laboratory Analysis and Reporting Services – Wallingford Landfill
Purchase Order Number:	

Task	Cost Type	Proposed Costs for Current Fiscal Year	% Completed Current Billing Period	Dollars Earned Current Billing Period	% Completed Year-To-Date
1. Quarterly Monitoring, Analysis, Reporting and Annual Reporting					
1.1 Sampling and Documentation of Field Activities	LS	\$	%	\$	%
1.2 Quarterly Laboratory Analysis	T&M NTE	SEE TIME AND MATERIALS BILL FORMAT			
1.3 Quarterly Reports - Water Quality Monitoring	LS	\$	%	\$	%
1.4 Non-Sampled Well Condition Survey & Water Elevations	LS	\$	%	\$	%
1.5 Annual PCB, Dioxins and Furans Monitoring, Lab Analysis and Reporting	T&M NTE	SEE TIME AND MATERIALS BILL FORMAT			
1.6 Annual Reports - Water Quality Monitoring	LS	\$	%	\$	%
2. Stormwater Discharge Sampling, Analysis and Reporting					
2.1 Stormwater Sampling	LS	\$	%	\$	%
2.2 Laboratory Analysis	T&M NTE	SEE TIME AND MATERIALS BILL FORMAT			
2.3 Reporting	LS	\$	%	\$	%
Total Earned During Current Billing Period				\$	%

EXHIBIT F

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE [NAME OF LANDFILL] LANDFILL**

**MONTHLY BILL FORMAT
TIME AND MATERIALS TASKS**

MONTHLY BILL FORMAT - TIME AND MATERIALS TASKS

Name of Contractor:	
Contract Number:	
Billing Period:	
Project Name:	Environmental Monitoring, Laboratory Analysis and Reporting Services – [Name of Landfill]
Purchase Order Number:	

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

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

Subtotal for Task (Insert Task Number)	
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TOTAL (Insert billing period for which bill is being submitted)	
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* Attach a copy of the subcontractor's invoice.

EXHIBIT G

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE [NAME OF LANDFILL] LANDFILL**

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

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. Click on the link to "State Contractor Contribution Ban."

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.

EXHIBIT H

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE [NAME OF LANDFILL] LANDFILL**

AFFIDAVIT CONCERNING NONDISCRIMINATION

AFFIDAVIT CONCERNING NONDISCRIMINATION

[The Consultant's Affidavit Concerning Nondiscrimination that was submitted with the Consultant's Bid will be added by CRRA.]

EXHIBIT I

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE [NAME OF LANDFILL] LANDFILL**

**CONTRACTOR'S CERTIFICATION CONCERNING
GIFTS**

CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

[The Consultant's Contractor's Certification Concerning Gifts that was submitted with the successful Consultant's Notice Of Award will be added by CRRA.]

EXHIBIT J

TO

**AGREEMENT FOR ENVIRONMENTAL MONITORING,
LABORATORY ANALYSIS AND REPORTING SERVICES AT
THE [NAME OF LANDFILL] LANDFILL**

**CRRA PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**AGREEMENT
FOR
ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS
AND REPORTING SERVICES FOR THE
[NAME OF LANDFILL] LANDFILL**

Awarded To

[NAME OF CONTRACTOR]

(This CERTIFICATION is to be signed by the President of CRRA
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Agreement for Environmental Monitoring, Laboratory Analysis and Reporting Services for the [NAME OF LANDFILL] Landfill" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Connecticut Resources Recovery Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this _____ day of _____ 20 **10**

Notary Public/Commissioner of the Superior Court