



# Connecticut Resources Recovery Authority

## Hartford Landfill Phase I Lined Ash Area Partial Closure

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### PROJECT MANUAL

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*Prepared for*



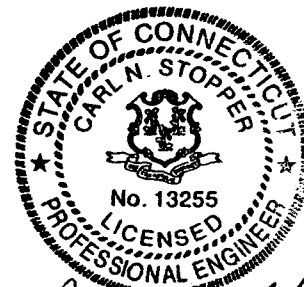
CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

Hartford, Connecticut

*Prepared by*



Windsor, Connecticut



*Carl N. Stopper*

May 1, 2007

**PROJECT MANUAL**

**CONTRACT DOCUMENTS**

**FOR**

**HARTFORD LANDFILL - PHASE 1 ASH AREA PARTIAL CLOSURE**

**MAY 1, 2007**

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## CONNECTICUT RESOURCES RECOVERY AUTHORITY

### NOTICE TO CONTRACTORS – INVITATION TO BID

The Connecticut Resources Recovery Authority (“CRRA”) is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the Closure of a portion of the Phase 1 Ash Area at the Hartford Landfill located at 180 Leibert Road, Hartford, Connecticut 06120 (“Hartford Landfill”).

The work will include grading, sub-grade preparation, and the installation of a landfill cap consisting of 40 mil LLDPE geomembrane, soil and/or geosynthetic drainage materials, stormwater management structures, vegetative support materials, erosion control materials, and vegetation over an approximately 7.2 acre area.

Bid package documents may be obtained during normal working hours at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning **May 3, 2007**. The documents will also be available beginning on the same date on the world wide web at <http://www.crra.org> under the “Business Opportunities” page.

There will be a mandatory pre-bid conference and tour of the site for all prospective bidders. **The mandatory pre-bid conference and tour will be held at the Hartford Landfill at 10:00 a.m. on May 10, 2007.** Any prospective bidder intending to participate in the tour must contact David Bodendorf at (860) 757-7721 at least 24 hours in advance of the pre-bid conference and site tour.

**Sealed bids must be received at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Eastern Time, on June 5, 2007.** Bids received after the time and date set forth above shall be rejected. All bids shall remain open for ninety (90) days after the bid due date.

Each bid must be accompanied by one of the following forms of bid security: a cashier’s check; a certified check; or a bid bond. The bid security must be in the amount of 5% of the bid price.

Bids will be opened publicly at 3:15 p.m. Eastern Time, on June 5, 2007 at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722. CRRA reserves the right to waive any informality or informalities in any bid or the bidding process and to reject any or all of the bids, or any part(s) thereof. Note that all information submitted by a bidder is subject to the Freedom of Information Act.

All questions regarding terms of the bid documents must be received **in writing** no later than 10:00 a.m. on May 17, 2007 at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, Attn: David Bodendorf, PE, Senior Environmental Engineer (Fax Number - (860) 757-7742; E-Mail – [dbodendorf@crra.org](mailto:dbodendorf@crra.org)).

# INSTRUCTIONS TO BIDDERS

## HARTFORD LANDFILL

### PHASE 1 ASH AREA PARTIAL CLOSURE

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#### 1. 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:**

Hartford Landfill Phase 1 Ash Area Partial Closure Agreement (the "Agreement");  
Notice To Contractors – Invitation To Bid;  
Instructions To Bidders;  
Bid Bond;  
Bid Form;  
Bid Price Form;  
Issues And Questions To Be Addressed;  
Questions Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;  
Affidavit Of Third Party Fees;  
Bidder's Background Questionnaire;  
Addenda;  
Contractor's Bid (including all documentation attached to or 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;  
Certification Concerning Gifts - Contractor  
Notice To Proceed; and  
Any written amendments to the Agreement issued pursuant to Section 2.7 and Section 8.6 of the Agreement.

- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (e) **Project:** The provision by the successful bidder of the Phase 1 Ash Area Partial Closure at the Hartford Landfill in accordance with the Contract Documents.
- (f) **Property:** The certain parcel of real property located at 180 Leibert Road in Hartford, Connecticut 06120, upon which property CRRA operates the Hartford Landfill.
- (g) **Site:** Those areas of the Property upon which any of the Work is to be performed, furnished and completed by the successful bidder in accordance with the Contract Documents.

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

## 2. COMMUNICATIONS WITH CRRA STAFF AND BOARD MEMBERS

Except as otherwise authorized by this Instructions To Bidders, during the pendency of the Request For Bids (“RFB”) submission process, firms contemplating or preparing bids are prohibited from contacting CRRA staff or CRRA Board of Director members in an ex parte manner to discuss the RFB submission process. A firm’s RFB submission shall be rejected if any of the foregoing ex parte communications take place.

## 3. SCOPE OF WORK

The Connecticut Resources Recovery Authority (CRRA) is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment, and incidentals thereto for the performance of Phase 1 Ash Area Partial Closure Work at the Hartford Landfill (the “Work”). The Hartford Landfill is located at 180 Leibert Road in Hartford, Connecticut.

The Work is more particularly described as follows:

- (a) Mobilization and demobilization;
- (b) Grading of ash residue in preparation for cap sub-base;
- (c) Installation of cap sub-base;
- (d) Installation of LLDPE membrane;
- (e) Installation of cap drainage layer;
- (f) Installation of cap drainage structures;
- (g) Installation of vegetative support layer;
- (h) Installation of temporary and permanent erosion control measures, and;
- (i) Making all required notifications and obtaining all local, state, and federal permits and approvals necessary for the completion of the Work.

The above Work is more particularly shown on certain drawings entitled “Hartford Landfill Phase 1 Ash Area Partial Closure” which drawings are set forth in **Exhibit A** of the Agreement. Specific instructions about how the Work is to be performed are included in **Exhibit B** (Technical Specifications) of the Agreement. The time within which the Work must be performed is specified in **Exhibit C** (Project Schedule) of the Agreement.

## 4. BID PACKAGE DOCUMENTS

This bid package consists of the following documents:

- (1) Notice To Contractors – Invitation To Bid
- (2) Instructions To Bidders

- (3) Bid/Proposal Bond
- (4) Bid/Proposal Form
- (5) Bid Price Form
- (6) Issues And Questions To Be Addressed
- (7) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety
- (8) Affidavit Of Third Party Fees
- (9) Bidder's Background Questionnaire
- (10) Notice Of Award
- (11) Certification Concerning Gifts – Contractor
- (12) Notice To Proceed
- (13) Hartford Landfill Phase 1 Ash Area Partial Closure Agreement, including:
  - (A) Construction Drawings
  - (B) Technical Specifications
  - (C) Project Schedule
  - (D) Construction Performance Bond
  - (E) Construction Payment Bond
  - (F) Contractor's Wage Certification Form
  - (G) Schedule of Prevailing Wages
  - (H) Contracting Agency Certification Form

Complete sets of the above documents may be obtained during normal business hours at CRRA's offices 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning May 3, 2007.

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

<http://www.crra.org> under the "Business Opportunities" page.

All of the forms included in the documents are available for downloading in Microsoft Word format. All bidders must complete the Certification Concerning Bid Forms.

## **5. MANDATORY PRE-BID CONFERENCE AND SITE TOUR**

A mandatory pre-bid conference and tour of the Site for all prospective bidders will be conducted by CRRA staff on May 10, 2007 at 10:00 a.m. Eastern Time. Bids submitted by a bidder who did not attend the mandatory pre-bid conference and site tour shall be rejected. Alternate times for visiting the Site will not be allowed.

Prospective bidders should contact David Bodendorf at (860) 757-7721 at least 24 hours prior to the mandatory pre-bid conference and site tour to make arrangements for participating in the tour and for directions to the Site. Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this bid solicitation.

## 6. ADDENDA AND INTERPRETATIONS

CRRA may issue Addenda to this bid package that shall, upon issuance, become part of this package and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in this bid package must be **submitted in writing to David Bodendorf, PE, CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 (Fax Number - (860) 757-7742); E-Mail – [dbodendorf@crra.org](mailto:dbodendorf@crra.org)**. **To be given consideration, any such request must be received by CRRA by 10:00a.m. on May 17, 2007.**

Addenda issued prior to the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who picked up or requested a printed copy from CRRA of the bid package documents or who otherwise notified CRRA of their interest in the RFB. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: Hartford Landfill Phase 1 Ash Area Partial Closure" 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: Hartford Landfill Phase 1 Ash Area Partial Closure" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

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

## 7. BID SUBMITTAL

**Sealed bids shall be submitted no later than 3:00 p.m., Eastern Time, June 5, 2007** at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: David Bodendorf, Senior Environmental Engineer. Bids received after the time and date set forth above shall be rejected.

**Each bidder must submit one (1) original and two (2) copies of its bid.** The original bid shall be stamped or otherwise marked as such.

Each bid (the original and two copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For Hartford Landfill Phase 1 Ash Area Partial Closure."

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

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

**Bidders must indicate in their bids that the terms and conditions of the Agreement (Section 14 of this Project Manual), as attached, are non-negotiable and that they are willing and able to execute the Agreement, as attached. (See Section 2 of the Bid Form.) However, CRRA reserves the right to negotiate with bidder over bidder's price for the Work submitted in its Bid Price Form. Any potential bidder who will be unable to execute the Agreement, as attached, should not submit a bid.**

Submission of a bid will constitute an incontrovertible representation by bidder that:

- (a) Bidder has complied with every requirement of the Section of this Instructions To Bidders concerning Examination Of Contract Documents (Section 15) and Site Conditions (Section 16);
- (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 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;
- (d) 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; and
- (e) The Contract Documents are generally sufficient to indicate and convey understanding by bidder of all terms and conditions for performing, furnishing and completing the Work.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the bid due date.

## **8. BID SECURITY**

### **8.1 Type of Security**

Each bid shall be accompanied by one of the following forms of Bid Security:

- (a) A cashier's check;
- (b) A certified check; or

- (c) A bid bond in the form included in Section 3 of the Contract Documents.

The Bid Security shall be made payable to CRRA and shall be in an amount equal to five percent (5%) of the amount of the bid.

Any bid bond submitted as Bid Security shall be in the form provided for such bid bond in the bid package documents and such bid bond shall be executed and issued by a surety company acceptable to CRRA. Any bid that does not contain the above requisite Bid Security or any bid that contains Bid Security that does not comply with the foregoing requirements shall be rejected as non-responsive.

## **8.2 Disposition of Bid Security**

The Bid Security of the successful bidder will be retained until such bidder has executed the Agreement, furnished the required contract security and satisfied all other conditions of the Notice of Award, whereupon such Bid Security will be returned.

If the successful bidder fails to execute and deliver the Agreement, furnish the required contract security, or satisfy all other conditions of the Notice Of Award within ten (10) days after the issuance of such Notice Of Award, CRRA may annul the Notice Of Award and the Bid Security of that bidder shall be forfeited. The Bid Security of other bidders whom CRRA believes to have a reasonable chance of receiving the award may be retained by CRRA until the earlier of the seventh (7<sup>th</sup>) day after the Effective Date of the Agreement or the ninetieth (90<sup>th</sup>) day after the bid due date, whereupon the Bid Security furnished by such bidders will be returned. Bid Security with bids that are not competitive will be returned within seven (7) days after the opening of such bids.

## **9. BID CONTENTS**

Bids shall be submitted on forms provided by CRRA as part of this bid package, 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 must be in the following order:

- (a) Title page;
- (b) Cover letter, which includes the Bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 11 of this Instructions To Bidders);
- (c) Table of Contents;
- (d) Bid Security (cashier's check, certified check or bid bond) (see Section 8 of this Instructions To Bidders);

- (e) The Bid Form, with Addenda, if any, listed in the appropriate place (Page 4-2), the name and address of the contact for Notices listed in the appropriate place (Page 4-4) and the completed agreement page (Page 4-5);
- (f) The completed Bid Price Form (Page 5-1);
- (g) Answers to the Issues And Questions To Be Addressed (the answer to each question must begin on a new page) (Page 6-1);
- (h) The completed Questions Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Page 7-1), 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;
- (i) The completed Affidavit Of Third Party Fees form (subscribed and sworn before a Notary Public or Commissioner of the Superior Court) (Page 8-1 through 8-2);
- (j) The completed Bidder's Background Questionnaire (Page 9-1);
- (k) The completed Certification Concerning Gifts – Contractor's Form (Page 10-1);

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.

## 10. BID OPENING

Bids will be opened publicly at 3:05 p.m. Eastern Time, on June 5, 2007 at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722. **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 Invitation To Bid process for this Project.**

## 11. BID EVALUATION

CRRA will base its evaluation of the bids on price, qualifications, demonstrated skill, ability and integrity of each bidder to perform the Work required by the Contract Documents and any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation. The award of the contract for the Work will be made, if at all, to the bidder whose evaluation by CRRA results in CRRA determining that such award to such bidder is in the best interests of CRRA. **However, the selection of a bidder and the award of such contract, while anticipated, are not guaranteed.**

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

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

Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any bid submitted for the Work.

## **12. CONTRACT AWARD**

If the contract is to be awarded, CRRA will issue to the successful bidder a Notice Of Award within ninety (90) days after the bid due date.

## **13. CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

Pursuant to CGS § 4-252, the apparently successful Bidder must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFO and the date the Agreement is executed. If the apparently successful Bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which the Bidder may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice of Award included in these bid documents.

## **14. NOTICE TO PROCEED**

Following the execution of the Agreement and the satisfaction of all other conditions by the successful Bidder, CRRA will issue to the successful bidder a Notice To Proceed. When the Notice To Proceed is issued by CRRA to the successful Bidder, the successful bidder will proceed with the Work.

## **15. EXAMINATION OF CONTRACT DOCUMENTS**

It is the responsibility of each bidder before submitting a bid to:

- (a) Examine thoroughly the Contract Documents and other related data identified in the bid package documents;
- (b) Visit the Hartford Landfill to become familiar with and satisfy bidder as to the general, local and site conditions that may affect cost, progress, performance or completion of the Work;
- (c) Consider and review any and all Laws And Regulations that may affect cost, progress, performance, furnishing or completion of the Work;
- (d) Study and carefully correlate bidder's knowledge and observations with the Contract Documents and such other related data; and
- (e) Promptly notify CRRA of all conflicts, errors, ambiguities or discrepancies which bidder has discovered in the Contract Documents.

## **16. SITE CONDITIONS**

All information and data included in this bid package relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the bidders. CRRA does not assume any responsibility for the accuracy or completeness of such information and data. Each 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. (See Section 2.8 of the Agreement.)

It is understood and agreed that any successful bidder shall not use any information made available to it or obtained in any examination made by it in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Work. By submitting a bid for the Work, each bidder expressly waives each and every such claim and demand.

## **17. BIDDER'S QUALIFICATIONS**

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

## **18. PREVAILING WAGE**

The Work will be subject to the Prevailing Wage provisions of the *Connecticut General Statutes*. (See Section 8.7 of the Agreement.)

## **19. AFFIDAVIT OF THIRD PARTY FEES**

All bidders must complete and properly execute the Affidavit Of Third Party Fees. If a bidder has neither paid to any third party nor agreed to pay to any third party any fees attributable to this Agreement, the bidder shall write "None" in the first box in the table and properly execute the Affidavit (subscribe and swear before a Notary Public or Commissioner of the Superior Court). For purposes of the Affidavit, a bidder's subcontractors, if any, are not considered third parties.

## **19. SECURITY FOR FAITHFUL PERFORMANCE**

As part of the Agreement to perform the Work, the successful bidder shall provide, within ten (10) days after CRRA issues the Notice Of Award, a construction performance bond and construction payment bond, each of which bonds shall be issued by a surety company acceptable to CRRA and in an amount equal to one hundred percent (100%) of the total Contract Price. Such bonds shall be drawn and submitted on the forms attached to the Agreement. (See Exhibit D and Exhibit E of the Agreement).

## **20. CERTIFICATION CONCERNING GIFTS – CONTRACTOR**

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement. If a prospective bidder cannot comply with the Certification Concerning Gifts, it should not submit a bid.

## **21. STATE OF CONNECTICUT TAXES**

CRRA is exempt from all State of Connecticut taxes and assessments as is any contractor performing services for CRRA for those services. Accordingly, a bidder shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with the bidder's performance of the Agreement, nor shall the bidder include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA in connection with the bidder's performance of the Agreement. These obligations of the bidder are abso-

lute and apply notwithstanding any payment by the bidder of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. (See Section 3.5 of the Agreement.

## **22. DISCLOSURE OF INFORMATION**

Bidders are hereby advised that any information contained in or submitted with or in connection with their respective bid is subject to disclosure if required by law or otherwise. By submitting a bid, each bidder expressly waives any claim(s) that such 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.

## **23. 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. Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of bids. By submitting a bid, each bidder expressly waives:

- (a) Any claim(s) for such costs and expenses; and
- (b) Any such claims or damages.

## **24. SIGNING OF AGREEMENT**

If CRRA issues a Notice Of Award to a successful bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other necessary Contract Documents attached.

Within ten (10) days after issuance of a Notice Of Award, the successful bidder shall:

- (a) Execute the required number of counterparts of the Agreement;
- (b) Deliver to CRRA such executed counterparts and attached Contract Documents along with the required Bonds and any certificates of insurance required by the Contract Documents; and
- (c) Satisfy all other conditions of the Notice Of Award.

Once CRRA has received such counterparts, Contract Documents, Bonds and certificates and all requisite approvals to execute the Agreement, and provided the successful bidder has satisfied all such conditions within the foregoing ten (10) day period, CRRA shall deliver one (1) fully signed counterpart of the Agreement to the successful bidder.

At the request of CRRA and if the successful bidder qualifies, the successful bidder shall apply to the State of Connecticut Department of Economic and Community Development, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 32-9e of the *Connecticut General Statutes*.

# BID/PROPOSAL BOND

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

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

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

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**OWNER** (Name and Address):

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

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

**BOND**

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

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

**BIDDER/PROPOSER**

**SURETY**

--

(SEAL)

--

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

## TERMS AND CONDITIONS TO BID/PROPOSAL BOND

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

# BID/PROPOSAL FORM

**PROJECT:** Mid-Connecticut

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

**CONTRACT FOR:** CRRA Hartford Landfill Phase 1 Ash Area Partial Closure

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

## 1. DEFINITIONS

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

## 2. TERMS AND CONDITIONS

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

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

- (a) Execute the required number of counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (c) Satisfy all other conditions of the Notice Of Award.

## 3. BIDDER'S/PROPOSER'S OBLIGATIONS

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

- (a) To perform, furnish and complete all the Work/Services as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this Bid/Proposal and in accordance with the terms and conditions of the Contract Documents and Agreement; and

- (b) At the request of CRRA and if the successful Bidder/Proposer qualifies, to apply with the State of Connecticut Department of Economic and Community Development, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 32-9e of the *Connecticut General Statutes*.

**4. BIDDER'S/PROPOSER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT**

In submitting this Bid/Proposal, Bidder/Proposer acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB/P/Q, are non-negotiable, and Bidder/Proposer is willing to and shall, if CRRA accepts its Bid/Proposal for the Work/Services and issues a Notice Of Award to Bidder/Proposer, execute such Agreement. However, CRRA reserves the right to negotiate with Bidder/Proposer over Bidder/Proposer's price and rates for the Work/Services submitted on its Bid/Proposal Price And Payment Rate Schedule Form.

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

In submitting this Bid/Proposal, Bidder/Proposer represents that:

- (a) Proposer has thoroughly examined and carefully studied the RFB/P/Q 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/Proposal is premised upon performing, furnishing and completing the Work/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/Proposer is fully informed and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, furnishing and/or completion of the Work/Services;

- (d) Bidder/Proposer has studied and carefully correlated Bidder's/Proposer's knowledge and observations with the Contract Documents and such other related data;
- (e) Bidder/Proposer has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder/Proposer has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Bidder/Proposer;
- (f) If Bidder/Proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Bidder/Proposer has discovered in the Contract Documents, such failure shall be deemed by both Bidder/Proposer and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Bidder/Proposer is aware of the general nature of work to be performed by CRRA and others that relates to the Work/Services for which this Bid/Proposal is submitted;
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder/Proposer of all terms and conditions for performing, furnishing and completing the Work/Services for which this Bid/Proposal is submitted.

**6. BIDDER'S/PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

In submitting this Bid/Proposal, Bidder/Proposer acknowledges and agrees that Bidder/Proposer shall not use any information made available to it or obtained in any examination made by it in connection with this RFB/P/Q 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 Work/Services.

**7. BIDDER'S/PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

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

**8. BIDDER'S/PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE**

## **OF INFORMATION**

In submitting this Bid/Proposal, Bidder/Proposer:

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

### **9. BIDDER'S/PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION**

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

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

### **10. BIDDER'S/PROPOSER'S REPRESENTATIONS CONCERNING RFB FORMS**

By submission of this Bid/Proposal, the Bidder/Proposer, together with any affiliates or related business entities or persons, the guarantor and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB/P/Q that are submitted to CRRA as part of its Bid/Proposal are identical in form and content to the preprinted forms in the RFB/P/Q except that information requested by the

forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

## **11. BIDDER'S/PROPOSER'S WAIVER OF DAMAGES**

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

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

## **12. ATTACHMENTS**

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

- (a) The completed Bid Price And Payment Rate Schedule Form;
- (b) Answers to the Issues And Questions To Be Addressed with a written answer provided to each question and each answer beginning on a new page;
- (c) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health and Safety, which has been completely filled out by the Bidder/Proposer;
- (d) Affidavit Of Third Party Fees, which has been completely filled out by Bidder/Proposer and signed before a Notary Public or Commissioner of the Superior Court; and
- (e) Background Questionnaire, which has been completely filled out by the Bidder/Proposer and signed before a Notary Public or Commissioner of the Superior Court.

## **13. NOTICES**

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

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

**14. ADDITIONAL REPRESENTATION**

Bidder/Proposer hereby represents that the undersigned is duly authorized to submit this Bid/Proposal on behalf of Bidder/Proposer;

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

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

## BID PRICE FORM

Bidder will complete the Work as specified in the Contract Documents for the following lump sum and unit price costs (please use itemized table below):

Item No.	Estimated Quantity	Brief Description: Unit or Lump Sum Bid in Both Words and Figures	Total in Figures
<b>LUMP SUM BID ITEMS</b>			
1	1	<u>Mobilization/Demobilization and Incidental Construction</u> - Mobilize to the site and demobilize after the completion of work all labor, equipment, tools, and other incidentals not covered by other bid items required for the performance of the work for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
2	1	<u>Site Preparation</u> - Remove temporary cover materials placed over the work area and store for reuse or dispose of materials appropriately as described in Section 01010 for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____).	\$ _____
3	1	<u>Subbase Material</u> – 38,600 SY, furnished and installed including placement and compaction as described in Section 02220 and 02225 and as shown on the Contract Drawings for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
4	1	<u>Geotextile</u> – 40,000 SY, furnished and installed beneath the Geomembrane as described in Section 06644 and as shown on the Contract Drawings for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
5	1	<u>Geomembrane</u> – 40,000 SY, furnished and installed as described in Section 06643 and as shown on the Contract Drawings for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____

Item No.	Estimated Quantity	Brief Description: Unit or Lump Sum Bid in Both Words and Figures	Total in Figures
<b>LUMP SUM BID ITEMS (continued)</b>			
6	1	<u>Geocomposite Drainage Layer</u> – 40,000 SY, furnished and installed as described in Section 06644 and as shown on the Contract Drawings for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
7	1	<u>Silt Fence with Hay Bales</u> - 1,300 LF, furnished and installed as shown on the Contract Drawings for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
8	1	<u>Jute Netting</u> - 15,000 SF, furnished and installed as described in Section 06642 and as shown on the Contract Drawings for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
9	1	<u>Turf Reinforcement Mat</u> – 12,500 SY, furnished and installed as described in Section 06642 and as shown on the Contract Drawings for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
10	1	<u>Flexible Growth Media</u> – 40,000 SY, furnished and applied as described in Section 06642 and 02900 and as shown on the Contract Drawings for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
11	1	<u>Fiber Filter Tubes</u> – 3,725 LF, furnished and installed as described in Section 06642 and as shown on the Contract Drawings for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
12	1	<u>Stone Check Dams</u> - 8 total, furnished and installed as shown on the Contract Drawings for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____

Item No.	Estimated Quantity	Brief Description: Unit or Lump Sum Bid in Both Words and Figures	Total in Figures
<b>LUMP SUM BID ITEMS (continued)</b>			
13	1	<u>Silt Sacks</u> - 3 total, furnished and installed as shown on the Contract Drawings for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
14	1	<u>Half-Pipe Drainage Swale</u> – 920 LF furnished and installed as shown on the Contract Drawings, including the additional cover soil for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
15	1	<u>Drainage Downchute</u> - 280 LF, furnished and installed as described in Section 02721 and as shown on the Contract Drawings (price to include costs for all materials shown beyond that for the cover soil) for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
16	1	<u>Final Cap Working Face Protection</u> - 1,140 LF, furnished and installed as described in Section 01010 and as shown on the Contract Drawings for the Lump Sum Price of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
<b>UNIT PRICE BID ITEMS</b>			
17	20,000 CY	<u>Ash Relocation and Regrading</u> - Regrade and relocate ash as directed by the Engineer, as described in Section 02220, to achieve final ash grades (cap subgrade) within the Work Area as indicated on the Contract Drawings for the Unit Price per Cubic Yard of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
18	3 Months	<u>Temporary Facilities</u> - Provide temporary facilities as described in Section 01010 and as shown on the Contract Drawings for the Unit Price per Month of: _____ _____ dollars and _____ cents (\$ _____)	\$ _____
<b>TOTAL OF BID ITEMS #1 THROUGH #18</b>			\$ _____

Item No.	Estimated Quantity	Brief Description: Lump Sum Bid in Both Words and Figures	Total in Figures
<b>ALTERNATIVE COVER SOIL BID ITEMS</b>			
19	1	<u>Cover Soil Alternative 1</u> – 40,000 SY cover material (18") and topsoil (6"), furnished and installed including placement and compaction as described in Section 02220 and as shown on the Contract Drawings for the Lump Sum Price of:  _____ dollars and _____ cents (\$ _____)	\$ _____
20	1	<u>Cover Soil Alternative 2</u> – 40,000 SY sand (9"), geotextile, cover material (9"), and topsoil (6"), furnished and installed including placement and compaction as described in Section 02220 and as shown on the Contract Drawings for the Lump Sum Price of:  _____ dollars and _____ cents (\$ _____)	\$ _____
21	1	<u>Cover Soil Alternative 3</u> – 40,000 SY sand (15"), geotextile and topsoil (9"), furnished and installed including placement and compaction as described in Section 02220 and as shown on the Contract Drawings for the Lump Sum Price of:  _____ dollars and _____ cents (\$ _____)	\$ _____

Bidder affirms that the above lump sum and unit price costs represent the entire cost to complete the Work in accordance with the Contract Documents, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this Project, and that each and every such claim is hereby expressly waived by Bidder.

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name (Type/Print):	
Title:	
Date:	

## ISSUES AND QUESTIONS TO BE ADDRESSED

**Instructions:** Complete, written answers must be provided to each of these questions and each answer must begin on a new page.

1. List the names of at least three (3) references that can attest to the quality of work performed the bidder. Include the job title, affiliation, address and phone number for each such reference and a brief description of the work performed for the reference.
2. Summarize work of a similar nature to that specified in the Contract Documents which has been performed by the bidder and which will enable CRRA to evaluate the experience and professional capabilities of the bidder.
3. Provide a copy of the bidder's up-to-date certificate of insurance showing all current insurance coverage.



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

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

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2. If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input type="text"/>		
2. Is the Contractor a Small Contractor based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3. If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor registered with the DAS as a Certified Small Business? <i>If you answered "Yes" to Question 2A, please provide a copy of your Set-Aside Certificate.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a MWDP Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4. If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor registered with DAS as a MWDP Small Business?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5. 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. 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
MWDP	-	Minority/Women/Disabled Person

## FOOTNOTE

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

## SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

## CONNECTICUT GENERAL STATUTES SECTION 32-9n

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



# AFFIDAVIT OF THIRD PARTY FEES (Form A2)

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

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

- I am over eighteen (18) years of age and believe in the obligations of an oath;
- \_\_\_\_\_ (firm name) seeks to enter into the "Hartford Landfill Phase 1 Ash Area Partial Closure Agreement" which is the subject of this Request For Bids with the Connecticut Resources Recovery Authority; and
- All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

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

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

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

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

Signed: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_  
 Title: \_\_\_\_\_

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

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

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



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

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

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

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



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

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

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

5. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?  
*If you answered "Yes" to Question 5, on a separate sheet of paper please explain.*

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

# NOTICE OF AWARD

**TO:**

**PROJECT:** Mid-Connecticut

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

**CONTRACT FOR:** Hartford Landfill Phase 1 Ash Area Partial Closure

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated \_\_\_\_\_, 200\_ in response to CRRA's Notice To Firms – Invitation To Bid for the above-referenced Work, which Work is more particularly described in the Hartford Landfill Phase 1 Ash Area Partial Closure Agreement (the "Work").

You are hereby notified that your Bid has been accepted for the Work. The amount of the award for the Work is \$\_\_\_\_\_.

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

- (a) Execute the required number of the attached counterparts of the non-negotiable Agreement;
- (b) Execute the Certification Concerning Gifts – Contractor, and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA such executed counterparts and all other attached Contract Documents along with the requisite certificates of insurance, performance bond, and payment bond; and
- (d) Satisfy all other conditions set forth herein.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Peter W. Egan  
Title: Director of Environmental Affairs & Development

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

By:

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

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

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



**CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

**HARTFORD LANDFILL**

**PHASE 1 ASH AREA PARTIAL CLOSURE**

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

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal for the **Hartford Landfill Phase 1 Ash Area Partial Closure Agreement** (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between August 1, 2006 and the date of execution of the Agreement, by
  - (a) The Contractor,
  - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
  - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement

to

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

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

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

David M. Bodendorf, P.E., Senior 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 Louis C. DeLuca, Minority Leader of the Senate
Representative James A. Amann, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

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

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

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

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

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

\_\_\_\_\_, being fully sworn, deposes and says that  
 he/she is the \_\_\_\_\_ (Title) of

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

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

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

Hartford Landfill  
 Phase 1 Ash Area Partial Closure

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, fiancée or fiancé, (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.

# NOTICE TO PROCEED

**TO:**

**PROJECT:** Hartford Landfill Phase 1 Ash Area Partial Closure

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

**CONTRACT FOR:** Hartford Landfill Phase 1 Ash Area Partial Closure

You are hereby notified to commence the Work in accordance with the Agreement, dated \_\_\_\_\_, 200\_, and that the Contract Time under the Agreement will commence to run on \_\_\_\_\_, 200\_. By this date, you are to start performing the Work required by the Contract Documents. Pursuant to the Agreement, the date for completing all of the Work and having such Work ready for CRRA's acceptance is as follows:

Completion Date: \_\_\_\_\_, 200\_

You are required to acknowledge your receipt of this Notice To Proceed by signing below and returning such receipted Notice To Proceed to CRRA.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Connecticut Resources Recovery Authority

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

Peter W. Egan

Title: Director of Environmental Affairs & Development

## ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

By:

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

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

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