



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE
WATERBURY BULKY WASTE LANDFILL
(Bid Number 2007E003)**

**BID DUE DATE
MAY 4, 2007**

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

April 12, 2007

REQUEST FOR BIDS
For
SALE OF CAPACITY OF THE
WATERBURY BULKY WASTE LANDFILL

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

April 12, 2007

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**REQUEST FOR BIDS
FOR
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LANDFILL**

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 providing solid waste disposal and recycling services to more than 100 municipalities in the state.

CRRA owns approximately eighteen acres of land located at Highland Avenue and Highview Street in Waterbury, Connecticut that is the CRRA Waterbury Bulky Waste Landfill (the “Landfill”). CRRA is seeking bids from qualified firms for the purchase from CRRA of the estimated 41,300 cubic yards of remaining capacity of the Landfill. The firm that purchases the capacity of the Landfill may also be required to operate and manage the Landfill. Land-clearing debris and waste resulting directly from demolition activities (except calcium sulfate (commonly known as plaster of paris, gypsum, or drywall) may be disposed at the Landfill.

Request for Bids (“RFB”) package documents may be obtained during normal working hours at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning **Thursday, April 12, 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 Landfill for all prospective bidders. **The mandatory pre-bid conference and tour will be held at the Waterbury Bulky Waste Landfill at 10:00 a.m., Eastern Time, on Thursday, April 19, 2007.** Any prospective bidder intending to participate in the tour must contact David Bodendorf ((860) 757-7721 or dbodendorf@crra.org) at least 24 hours in advance of the pre-proposal conference and Landfill tour (i.e., by 10:00 a.m., Wednesday, April 18, 2007).

Sealed bids in response to this RFB will be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Eastern Time, on Friday, May 4, 2007.

Bids will be opened privately 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 Freedom of Information Act.

All questions regarding this RFB must be submitted in writing to David Bodendorf, Senior Environmental Engineer by e-mail (dbodendorf@crra.org) or by fax (860-757-7742) or by letter (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than **3:00 p.m. on Tuesday, April 24, 2007**. 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. Bodendorf.

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

SALE OF CAPACITY OF THE WATERBURY BULKY WASTE LANDFILL

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1. INTRODUCTION

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency of the State of Connecticut that is responsible for providing solid waste disposal and recycling services to more than 100 municipalities in the state. To that end, CRRA has developed, constructed and now operates an integrated system of four resource recovery facilities, two regional recycling centers, five landfills (two of which are still in operation) and twelve transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste (“MSW”) generated in Connecticut. These facilities are operated by entities that are under contract to CRRA.

CRRA’s statewide system is delineated by four waste management projects (Bridgeport, Mid-Connecticut, Southeast and Wallingford). Each of the projects is based on a waste-to-energy facility.

The Bridgeport Project provides waste management and recycling services to 20 municipalities in Fairfield and New Haven counties. The Greater Bridgeport Solid Waste Advisory Board (“SWAB”) advises CRRA on solid waste management issues associated with the Bridgeport Project. SWAB is composed of representative of the municipalities that are members of the Bridgeport Project.

Among the facilities CRRA has developed and that is part of the Bridgeport Project is the Waterbury Bulky Waste Landfill (the "Landfill"), an approximately 18-acre facility located at Highland Avenue and Highview Street in Waterbury, Connecticut. CRRA acquired the Landfill in 1986 and has used it since then to dispose of land-clearing debris and waste resulting directly from demolition activities, except for calcium sulfate (commonly known as plaster of paris, gypsum, or drywall).

CRRA is seeking bids from qualified firms to purchase from CRRA the estimated 41,300 cubic yards of remaining disposal capacity of the Landfill. The "41,300 cubic yard" figure includes the capacity available for waste materials and cover soils. CRRA will provide the cover soils.

CRRA is soliciting bids for two scenarios. Under Scenario 1, the successful bidder will operate and manage the Landfill while the capacity purchased by the successful bidder is being filled. Under Scenario 2, an entity other than the successful bidder will operate and manage the Landfill while the capacity purchased by the successful bidder is being filled. These scenarios are explored in detail in Section 5 of this Instructions To Bidders and in the Scope Of Work (**Exhibit A** of the Agreement).

There is also a optional third scenario for which CRRA is seeking bids. Under this scenario, CRRA would acquire additional property to the south of the Landfill which would increase the capacity available by an estimated 84,700 cubic yards.

2. 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 Sale Of Capacity Of The Waterbury Bulky Waste Landfill (the "Agreement");
 - (2) Notice To Firms – Request For Bids;
 - (3) Instructions To Bidders;
 - (4) Bid Form;
 - (5) Bid Price And Term Form;
 - (6) Background And Experience Form
 - (7) Compliance History Form
 - (8) References Form
 - (9) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 - (10) Affidavit Of Third Party Fees;
 - (11) Background Questionnaire;
 - (12) Addenda;

- (13) 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);
 - (14) Notice Of Award;
 - (15) Notice To Proceed; and,
 - (16) Any written amendments to the Agreement issued pursuant to Sections 2.8 and/or 8.7 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.

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.

3. RFB PROJECTED TIMELINE

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Formally Announced	Thursday, April 12, 2007
Pre-Bid Conference and Site Tour	Thursday, 10:00 a.m. April 19, 2007
Deadline for Written Questions	Tuesday, April 24, 2007
Response to Written Questions	By Friday, April 27, 2007
Bids Due at CRRA	Friday, May 4, 2007

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 bids and to 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.

4. COMMUNICATIONS WITH CRRA STAFF AND BOARD MEMBERS

Except as otherwise authorized by this Instructions To Bidders, during the pendency of the RFB process, firms 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 process. A bidder's bid shall be rejected if any of the foregoing ex parte communications take place.

5. SCOPE OF WORK

The Work to be performed under the Agreement is more particularly described in **Exhibit A** of the Agreement. Specific instructions about how the Work is to be performed are included in the Agreement. The successful bidder will be required to furnish all materials, labor, equipment and incidentals thereto to fill the estimated 41,300 cubic yards of remaining disposal capacity of the Landfill. The "41,300 cubic yard" figure includes capacity for additional waste emplaced in the Landfill and for cover soils. CRRA will be responsible for providing cover soils. The successful bidder may also be required to furnish all materials, labor, equipment and incidentals thereto to operate and manage the Landfill during the period in which material is being disposed (hereinafter collectively referred to as the "Work" or "Project").

The Landfill is permitted by the Connecticut Department of Environmental Protection ("CTDEP") for the disposal of "bulky waste." "Bulky waste" is defined in the Regulations Of Connecticut State Agencies ("RCSA") as "landclearing debris and waste resulting directly from demolition activities other than clean fill" (RCSA 22a-209-1). CRRA, however, will only allow the disposal of Acceptable Solid Waste in the Landfill. Acceptable Solid Waste is bulky waste, as defined by CTDEP, except for calcium sulfate (commonly known as plaster of paris, gypsum, or drywall) regardless of whether or not such calcium sulfate waste comes from demolition activities. Unacceptable Waste is all other types of solid waste, including, but not limited to, hazardous waste, tires, mattresses and furniture.

Access to the Landfill is across property to the east and north of the Landfill owned by LoRusso and Sons, Inc. ("LR&S"). CRRA has a right-of-way across the LR&S property.

CRRA is soliciting bids for the remaining capacity at the Landfill for two scenarios. Under Scenario 1, the successful bidder will operate and manage the Landfill while the capacity purchased by the successful bidder is being filled. Under Scenario 2, an entity other than the successful bidder will operate and manage the Landfill while the capacity purchased by the successful bidder is being filled. These scenarios are explored in detail in the Scope Of Work (**Exhibit A** of the Agreement).

There is also an Optional Scenario 3 for which CRRA is seeking bids. Under this Optional Scenario 3, CRRA would acquire additional property to the south of the Landfill which would increase the capacity available by an estimated 84,700 cubic yards.

The successful bidder will be required to post a payment bond, letter of credit or other surety acceptable to CRRA for the full amount of the bid price at the time the Agreement is executed.

5.1 Scenario 1 – Successful Bidder Operates And Manages The Landfill

Under Scenario 1, the successful bidder would purchase the currently remaining capacity (an estimated 41,300 cubic yards) of the Landfill from CRRA and would operate and manage the Landfill as the capacity purchased by the successful bidder is filled.

The successful bidder would have to relocate an estimated 7,700 cubic yards of waste material to an adjacent area of the Landfill to correct an existing condition. Capacity for this estimated 7,700 cubic yards of relocated waste material has already been deducted from the currently remaining capacity of the Landfill.

5.2 Scenario 2 – Entity Other Than Successful Bidder Operates And Manages The Landfill

Under Scenario 2, the successful bidder would purchase the currently remaining capacity (an estimated 41,300 cubic yards) of the Landfill from CRRA, but an entity other than the successful bidder would operate and manage the Landfill under contract to CRRA while the capacity purchased by the successful bidder is being filled. The successful bidder would not be permitted to make more than 65 deliveries per day of Landfill operation to the Landfill.

Under this Scenario, the entity other than the successful bidder that operates and manages the Landfill would be responsible for relocating the estimated 7,700 cubic yards of material to address an existing condition.

5.3 Scenario 3 (Optional) – Additional Capacity Becomes Available

The CTDEP permits held by CRRA for the Landfill allow CRRA to landfill waste material against an abandoned railroad embankment to the south of the Landfill. Because CRRA does not own the abandoned railroad embankment, CRRA's current plans for filling the Landfill do not include filling against the embankment. CRRA is now considering purchasing the abandoned railroad embankment, but the timing for such a purchase is uncertain. If CRRA does purchase the abandoned railroad embankment, CRRA would, as its permits allow, fill against it.

If CRRA purchases the abandoned railroad embankment and issues to the Contractor, at CRRA's sole and absolute discretion, a Notice To Proceed with Optional Scenario 3 by January 1, 2008, Scenario 3 will be implemented through an amendment to the Agreement pursuant to Section 2.8 of the Agreement. Such an amendment shall only address indeterminate terms of the Agreement related to the Work involved with Scenario 3. If CRRA does not issue a Notice To Proceed with Optional Scenario 3 by January 1, 2008, Optional Scenario 3 will not be implemented.

If an entity other than the successful bidder operates and manages the Landfill while the additional capacity purchased by the successful bidder is being filled, the successful bidder could not be permitted to make more than 65 deliveries of waste per day of Landfill operation to the Landfill.

6. RFB PACKAGE DOCUMENTS

This RFB package consists of the following documents:

- (a) Notice To Firms – Invitation To Bid;
- (b) Instructions To Bidders;
- (c) Bid Form;
- (d) Bid Price And Term Form;
- (e) Background And Experience Form
- (f) Compliance History Form
- (g) References Form
- (h) Work Experience Form;
- (i) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (j) Affidavit Of Third Party Fees;
- (k) Background Questionnaire
- (l) Notice Of Award;
- (m) Notice To Proceed
- (n) Agreement For Sale Of Capacity Of The Waterbury Bulky Waste Landfill, including:

Exhibit A – Scope of Work

Exhibit B – Contract Price And Term And Payment Procedures

Exhibit C – Payment Bond And Letter Of Credit Forms

Complete sets of the above documents may be obtained during normal business hours at CRRA's Offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning Thursday, April 12, 2007.

All of the Bid Package 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 also available for downloading in Microsoft Word format. CRRA encourages bidders to use the Microsoft Word forms.

5. MANDATORY PRE-BID CONFERENCE AND LANDFILL TOUR

A mandatory pre-bid conference and tour of the Landfill for all prospective bidders will be conducted by CRRA staff at the Waterbury Bulky Waste Landfill on Thursday, April 19, 2007 beginning at 10:00 a.m., Eastern Time. CRRA reserves the right to reject bids submitted by a bidder that did not attend the mandatory pre-bid conference and Landfill tour. Alternate times for visiting the Landfill will not be allowed.

Prospective bidders should contact David Bodendorf ((860) 757-7721 or dbodendorf@crra.org) at least 24 hours in advance of the pre-proposal conference and Landfill tour

(i.e., by 10:00 a.m., Wednesday, April 18, 2007) to make arrangements for participating in the conference and tour and for directions to the Landfill.

6. **ADDENDA AND INTERPRETATIONS**

CRRA may issue Addenda to this RFB 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 written requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in this RFB package or any other question must be **submitted in writing to David Bodendorf, Senior Environmental Engineer, by e-mail (dbodendorf@crra.org) or by fax ((860) 757-7742) or by letter (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722).**

To be given consideration, any such request must be received by CRRA by 3:00 p.m., on Tuesday, April 24, 2007.

Addenda, if any, 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 from CRRA a printed copy 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.crra.org>) on the "Business Opportunities" page.

Addenda, if any, 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.crra.org>) on the "Business Opportunities" page. Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

Failure of any 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 responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.**

7. **BID SUBMISSION PROCEDURES**

Sealed bids in response to this RFB must be submitted no later than 3:00 p.m., Eastern Time, Friday, May 4, 2007 at the following address:

Connecticut Resources Recovery Authority
Attn: Mr. David Bodendorf
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06106

CRRA reserves the right to reject bids received after the time and date set forth above.

Each bidder must submit one (1) original and five (5) copies of its bid. The original of the bid shall be stamped or otherwise marked as such.

Each bid (the original and five copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For Sale Of Waterbury Landfill Capacity."

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

The terms and conditions of the Agreement (Section 13 of this RFB), as attached, are non-negotiable. Any bidder that will be unable to execute the Agreement, as attached, should not submit 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.

8. BID CONTENTS

Bids shall be submitted on forms provided by CRRA as part of this RFB package. All of the 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) Cover letter, which includes the name of the bidder, the names of any subcontractors the bidder would use to complete the Work, and the bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 11.3(e) of this Instructions To Bidders). The cover letter must be signed by an individual authorized to enter into the Agreement with CRRA;
- (b) The completed Bid Form, with Addenda, if any, listed in the appropriate place (Page 3-2), the name and address of the contact for Notices listed in the appropriate place (Page 3-6) and the completed agreement page (Page 3-7);
- (c) The completed Bid Price And Term Form (Pages 4-1 through 4-5), with a bid price and bid term provided for each scenario where requested;
- (d) The completed Background And Experience Form (Page 5-1);
- (e) The completed Compliance History Form (Page 6-1 through 6-2);
- (f) The completed References Form (Page 7-1 through 7-2);
- (g) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form, with the bidder's most recent EEO-1 data attached, if applicable;

- (h) The completed Affidavit Of Third Party Fees (subscribed and sworn before a Notary Public or Commissioner of the Superior Court); and
- (i) The completed Background Questionnaire (subscribed and sworn before a Notary Public or Commissioner of the Superior Court).

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

9. BID OPENING

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

10. BID 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.**

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.

10.1 Evaluation Criteria

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

- (a) Price;
- (b) The knowledge, capability and experience of the bidder in performing services similar to the Work addressed in this RFB;
- (c) The compliance history of the bidder;
- (d) The references of the bidder; and
- (e) Any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

10.2 Affirmative Action Evaluation Criteria

A bid 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 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));
- (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 8 of RFB Package Documents));
- (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 8(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 8(a) of this Instructions To Bidders).

11. 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 May 7, 2007.

12. CONTRACT AWARD

If CRRA decides to award the contract, CRRA will issue to the successful bidder 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 its 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.

13. BIDDER'S QUALIFICATIONS

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

14. 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
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

**SECTION 3
BID FORM**

BID FORM

PROJECT: Bridgeport

CONTRACT NUMBER: _____ (To be filled in later by CRRA)

CONTRACT FOR: Sale Of Capacity Of The Waterbury Bulky Waste Landfill

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

1. 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.

2. 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 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 OBLIGATIONS

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

- (a) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs 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 with 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*.

4. 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, are non-negotiable, and Bidder is willing to and shall, if CRRA accepts its Bid for the Work and issues a Notice Of Award to Bidder, execute such Agreement in its form presented. However, CRRA reserves the right to negotiate with Bidder over Bidder’s price and rates for the Work submitted on its Bid Price And Term Form.

5. 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 Work 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 Work;
- (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 any 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) 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;
- (h) Bidder is aware of the general nature of work to be performed by CRRA and others at the Landfill that relates to the Work for which this Bid is submitted; and
- (i) 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 for which this Bid is submitted.

6. BIDDER'S REPRESENTATIONS CONCERNING LANDFILL CONDITIONS

In submitting this Bid, Bidder acknowledges and agrees that:

- (a) All information and data included in this RFB package relating to the surface, subsurface and other conditions of the Landfill 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 Landfill;
- (c) Bidder is solely responsible for investigating and satisfying itself as to all actual and existing Landfill conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Bidder has visited the Landfill 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 Work.

7. 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 Work.

8. 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 its Bid or any other submittal to CRRA in connection with this RFB.

9. 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.

10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

- (a) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, other than CRRA;
- (b) The prices in the 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 with any other person or company;
- (c) 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 "opening" to any other person or company;

- (d) 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;
- (e) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; and
- (f) Bidder has not sought by collusion to obtain for itself any advantage for the Work over any other Bidder for the Work or over CRRA.

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

12. 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 Work (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Work (or any part thereof) pursuant to the Contract Documents.

13. ATTACHMENTS

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

- (a) The Bid Price And Term Form, which has been completely fill out by Bidder with bid prices and bid terms provided for each scenario;
- (b) The Background And Experience Form, which has been completely fill out by Bidder;
- (c) The Compliance History Form, which has been completely filled out by Bidder;

- (d) The References Form, which has been completely filled out by Bidder;
- (e) The Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety, which has been completely filled out by Bidder;
- (f) The Affidavit Of Third Party Fees, which has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court; and
- (g) The Background Questionnaire, which has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court.

14. NOTICES

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

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

15. ADDITIONAL REPRESENTATION

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

AGREED TO AND SUBMITTED ON _____, 200__

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

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

**SECTION 4
BID PRICE AND TERM FORM**

BID PRICE AND TERM FORM

Name of Bidder (Firm):	
------------------------	--

Each bidder shall submit a Bid Price And Term Form as part of its bid. Bidders should carefully review the Scope Of Services for the work (**Exhibit A** to the Agreement) prior to preparing the Bid Price And Term Form. Bidders must provide bid prices and bid terms for each scenario for which they are requested in this Bid Price And Term Form.

Prices submitted shall be inclusive of any and all costs associated with performing the Work specified in the Scope Of Work, including, but not limited to, the costs of mobilization, demobilization, labor, supervision, materials, equipment, tools, transportation, licenses and permits, insurance and any other items, services or activities that will be required to complete the Scope Of Work.

For reconciliation purposes (see **Exhibit B** to the Agreement), the “per cubic yard” price used in the reconciliation will be calculated based on the estimated capacity available (41,300 cubic yards for Scenario 1 and Scenario 2 and an additional 84,700 cubic yards for Optional Scenario 3) and the bidders lump sum bid price for the capacity

1. SCENARIO 1 – BIDDER OPERATES AND MANAGES THE LANDFILL

1.1 Lump Sum Payment By Bidder To CRRA For The Remaining Capacity And Operation And Management Of The Landfill

Bidder proposes to pay to CRRA the following lump sum amount for the remaining capacity (i.e., an estimated 41,300 cubic yards, which includes waste disposal capacity and the capacity required for cover soils, which cover soils will be provided by CRRA) of the Landfill and for operating and managing the Landfill while the capacity purchased by the Bidder is being filled.

\$
(Use Figures)
(Use Words)

1.2 Lump Sum Payment By CRRA To Bidder For Relocating Approximately 7,700 Cubic Yards Of Material

Bidder proposes that CRRA pay to the Bidder (or credit against amounts that might otherwise be owed to CRRA by the Bidder) the following lump sum amount for the Bidder to relocate an estimated 7,700 cubic yards of waste material to an adjacent area of the Landfill to correct an existing condition.

\$
(Use Figures)
(Use Words)

1.3 Term Of The Work

Bidder proposes that it will complete filling the remaining capacity of the Landfill (i.e., an estimated 41,300 cubic yards) in the following number of months from the time Bidder receives a Notice To Proceed from CRRA to begin filling the remaining capacity. The term proposed by Bidder shall not be more than 12 (twelve) months

	Months
--	--------

2. SCENARIO 2 – ENTITY OTHER THAN BIDDER OPERATES AND MANAGES THE LANDFILL

2.1 Lump Sum Payment By Bidder To CRRA For The Remaining Capacity Of The Landfill

Bidder proposes to pay to CRRA the following lump sum amount for the remaining capacity (i.e., an estimated 41,300 cubic yards, which includes waste disposal capacity and the capacity required for cover soils, which cover soils will be provided by CRRA) of the Landfill. An entity other than the Bidder will operate and manage the Landfill under contract to CRRA while the capacity purchased by the Bidder is being filled.

\$	
	(Use Figures)
	(Use Words)

2.2 Term Of The Work

Bidder proposes that it will complete delivery of waste to fill the remaining capacity of the Landfill (i.e., an estimated 41,300 cubic yards) in the following number of months from the time Bidder receives a Notice To Proceed from CRRA to begin delivery of waste to fill the remaining capacity. The term proposed by Bidder shall not be more than 12 (twelve) months. Bidder will not be permitted to make more than 65 deliveries per day of Landfill operation to the Landfill.

	Months
--	--------

3. SCENARIO 3 (OPTIONAL) – ADDITIONAL CAPACITY BECOMES AVAILABLE

CRRA is considering acquiring an abandoned railroad embankment to the south of the Landfill. If CRRA acquires the embankment, the amount of capacity available for landfill would increase by an estimated 84,700 cubic yards. Filling this capacity would be an optional Scenario under the Agreement to be implemented at CRRA’s sole and absolute discretion.

If CRRA purchases the abandoned railroad embankment and issues to the Bidder, at CRRA’s sole and absolute discretion, a Notice To Proceed with Scenario 3 by January 1, 2008, Scenario 3 will be implemented through an amendment to the Agreement pursuant to Section 2.8 of the Agreement. Such an amendment shall only address indeterminate terms of the Agreement related to the Work involved with Scenario 3. If CRRA does not issue a Notice To Proceed with Scenario 3 by January 1, 2008, Scenario will not be implemented.

If Scenario 3 is implemented, the additional capacity purchased by the Bidder must be filled by October 1, 2008.

3.1 Bidder Operates And Manages The Landfill

Bidder proposes to pay to CRRA the following lump sum amount for the additional capacity (i.e., an estimated 84,700 cubic yards, which includes waste disposal capacity and the capacity required for cover soils, which cover soils will be provided by CRRA) of the Landfill, if such additional capacity becomes available, and for operating and managing the Landfill while the additional capacity purchased by the Bidder is being filled.

\$
(Use Figures)
(Use Words)

3.2 Entity Other Than Bidder Operates And Manages The Landfill

Bidder proposes to pay to CRRA the following lump sum amount for the additional capacity (i.e. an estimated 84,700 cubic yards, which includes waste disposal capacity and the capacity required for cover soils, which cover soils will be provided by CRRA) of the Landfill, if such additional capacity becomes available. An entity other than the Bidder will operate and manage the Landfill under contract to CRRA while the additional capacity purchased by the Bidder is being filled. Bidder will not be permitted to make more than 65 deliveries per day of Landfill operation to the Landfill.

\$
(Use Figures)
(Use Words)

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

**SECTION 5
BACKGROUND AND EXPERIENCE FORM**

BACKGROUND AND EXPERIENCE FORM

In the space below, provide a brief background of your firm and summarize your work experience of a similar nature to that specified in the Contract Documents.

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

**SECTION 6
COMPLIANCE HISTORY FORM**

COMPLIANCE HISTORY FORM

Fill out the Form below. If you answer “yes” to any of the questions, you must complete the Table Of Enforcement Actions on the following page.

		Yes	No
1.	During the five years immediately preceding submission of this Bid, has the Bidder been convicted in any jurisdiction of a criminal violation of any environmental law?	<input type="checkbox"/>	<input type="checkbox"/>
2.	During the five years immediately preceding submission of this Bid, has a civil penalty been imposed upon the Bidder in any state, including Connecticut, or federal judicial proceeding for any violation of an environmental law?	<input type="checkbox"/>	<input type="checkbox"/>
3.	During the five years immediately preceding submission of this Bid, has a civil penalty exceeding five thousand dollars been imposed on the applicant in any state, including Connecticut, or federal administrative proceeding for any violation of an environmental law?	<input type="checkbox"/>	<input type="checkbox"/>
4.	During the five years immediately preceding submission of this Bid, has any state, including Connecticut, or federal court issued any order or entered any judgment to the Bidder concerning a violation of any environmental law?	<input type="checkbox"/>	<input type="checkbox"/>
5.	During the five years immediately preceding submission of this Bid, has any state, including Connecticut, or federal administrative agency issued any order to the Bidder concerning a violation of any environmental law?	<input type="checkbox"/>	<input type="checkbox"/>

TABLE OF ENFORCEMENT ACTIONS

Type Of Action	Date	Jurisdiction	Case/Docket Number	Description Of Violation

This Form may be duplicated if additional space is required.

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

SECTION 7

REFERENCES FORM

REFERENCES FORM

In space below, provide the names of three (3) references who can attest to the quality of work performed by Bidder. Include job title, affiliation, address, phone number and a brief description of the work performed for each reference.

REFERENCE 1

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

REFERENCE 2

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

REFERENCE 3

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

**REQUEST FOR BIDS
FOR
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LANDFILL**

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



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

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

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2. 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

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

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

**REQUEST FOR BIDS
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LANDFILL**

**SECTION 9
AFFIDAVIT OF THIRD PARTY FEES**



AFFIDAVIT OF THIRD PARTY FEES (Form A2)

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. _____ (firm name) seeks to enter into the Agreement For The Sale Of Capacity Of The Waterbury Landfill (the "Agreement") with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

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

(Attach additional copies of this page as necessary.)

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

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

Signed: _____
 Name (Print): _____
 Title: _____

Sworn to before me this _____ day of _____ 200 _____

 Notary Public/Commissioner of the Superior Court

¹ Please attach documents evidencing the terms of the fee arrangement and services.



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

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

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

Attach additional pages as necessary.

**REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL**

**SECTION 10
BACKGROUND QUESTIONNAIRE**



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

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

	Yes	No
<p>1. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding, alone or in combination, more than 50% of the stock of the Bidder/Proposer ever been the subject of a criminal 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, alone or in combination, more than 50% of the stock of the Bidder/Proposer ever been the subject of a civil 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, alone or in combination, in excess of 50% in such entity ever been the subject of a criminal 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, alone or in combination, in excess of 50% in such entity ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
5. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding, alone or in combination, more than 50% of the stock of the Bidder/Proposer ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority? <i>If you answered "Yes" to Question 5, on a separate sheet of paper please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 200_____

 Notary Public/Commissioner of the Superior Court

**REQUEST FOR BIDS
FOR
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LANDFILL**

**SECTION 11
NOTICE OF AWARD**

NOTICE OF AWARD*

TO: [NAME AND ADDRESS OF SUCCESSFUL BIDDER]

PROJECT: Bridgeport

CONTRACT NUMBER: [CRRA CONTRACT NUMBER]

CONTRACT FOR: Sale Of Capacity Of The Waterbury Bulky Waste 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 – Request For Bids for the above-referenced Work, which Work is more particularly described in the Agreement For Sale Of Capacity Of The Waterbury Bulky Waste Landfill (the "Work").

You are hereby notified that your Bid has been accepted for performing the Work from time to time as the same may be requested by CRRA in one or more Notices To Proceed for specific aspects of the Work.

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) Deliver to CRRA such executed counterparts and all other attached Contract Documents along with the requisite certificates of insurance (see Section 6 of the Agreement); and
- (c) 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 MONTH] day of [MONTH], [YEAR].

Connecticut Resources Recovery Authority

By: _____
[TYPED PRINTED NAME]
Title: [TITLE]
Duly Authorized

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this [DAY OF MONTH] day of [MONTH], 2007.

By: _____ (Signature)
[TYPED/PRINTED NAME]
Title: [TITLE]
Duly Authorized

* Words and phrases in brackets and capital letters will be filled in with the information appropriate for the successful bidder on the Notice Of Award provided to the successful bidder.