



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR BIDS
("RFB")
FOR
OPERATION AND MAINTENANCE OF
THE ELLINGTON LANDFILL
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER
STATION
(RFB Number FY08-EN-004)**

**BID DUE DATE
March 7, 2008**

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

February 4, 2008

REQUEST FOR BIDS
For
OPERATION AND MAINTENANCE OF
THE ELLINGTON LANDFILL
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION
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Connecticut Resources Recovery Authority
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TABLE OF CONTENTS

1. Notice To Contractors – Invitation To Bid
2. Instructions To Bidders
3. Bid Bond Form
4. Bid Form
5. Bid Price And Payment Rate Schedule Form
6. References Form
7. Background And Experience Form
8. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety
9. Affidavit Of Third Party Fees
10. Certification Concerning Nondiscrimination
11. Background Questionnaire
12. Issued And Questions To Be Addressed
13. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
14. Notice Of Award
 - A. Contractor's Certification Concerning Gifts [To be executed by successful bidder]
15. Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station
 - A. Scope Of Services
 - B. O&M Contract Price And Payment Rate Schedule
 - C. CRRA Travel And Expense Policy
 - D. Performance Bond Form and Letter Of Credit Form
 - E. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban

**REQUEST FOR BIDS
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SECTION 1

**NOTICE TO CONTRACTORS
INVITATION TO BID**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO CONTRACTORS – INVITATION TO BID

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. One of CRRA’s facilities is the Ellington Landfill located at 217 Sadds Mill Road (State Route 140) in Ellington, Connecticut. The Ellington Landfill is closed.

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the operation and maintenance of the landfill gas collection system and thermal oxidizer station at the Ellington Landfill for the five-year period from July 1, 2008 through June 30, 2013.

Request for Bid (“RFB”) package documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning **Monday, February 4, 2008**. 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 Ellington Landfill at 1:00 p.m., Wednesday, February 13, 2008 (rain date – Thursday, February 14, 2008)**. Any prospective bidder intending to participate in the tour must contact Steven Yates, Air Compliance Manager, at (860) 757-7726 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, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Friday, March 7, 2008. 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.

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

All questions regarding this RFB must be submitted **in writing** to Steven Yates, Air Compliance Manager, by e-mail (syates@crra.org), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., Friday, February 22, 2008. 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. Yates.

**REQUEST FOR BIDS
FOR
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**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

OPERATION AND MAINTENANCE OF THE ELLINGTON LANDFILL GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION

CONTENTS

| | | |
|-----|--|----|
| 1. | Introduction | 1 |
| 2. | RFB Projected Timeline | 2 |
| 3. | Definitions | 2 |
| 4. | Communications With CRRA Staff and Board Members | 4 |
| 5. | Scope Of Services | 4 |
| 6. | Bid Package Documents | 5 |
| 7. | Mandatory Pre-Bid Conference And Site Tour | 5 |
| 8. | Addenda And Interpretations | 5 |
| 9. | Bid Submittal Procedures | 6 |
| 10. | Bid Security | 7 |
| 11. | Bid Contents | 8 |
| 12. | Bid Opening | 9 |
| 13. | Bid Evaluation | 9 |
| 14. | Contract Award | 10 |
| 15. | Contractor's Certification Concerning Gifts | 10 |
| 16. | Bidder's Qualifications | 11 |
| 17. | Bid Preparation And Other Costs | 11 |

1. Introduction

The Connecticut Resources Recovery Authority ("CRRA") is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. CRRA has developed, constructed and now operates an integrated system of four resources recovery facilities, two regional recycling centers, five landfills (three of which are closed) and twelve transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste generated in the State. These facilities are operated by entities that are under contract with CRRA.

One of CRRA's closed landfills is the Ellington Landfill located at 217 Sadds Mill Road (State Route 140) in Ellington, Connecticut. Even though the Ellington Landfill is closed, the landfill gas collection system and thermal oxidizer station at the Landfill continue to operate.

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the operation and maintenance of the landfill gas col-

lection system and thermal oxidizer station at the Ellington Landfill for the five-year period from July 1, 2008 through June 30, 2013.

2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

| ITEM | DATE |
|--------------------------------------|--------------------------------------|
| RFB Documents Available | Monday, February 4, 2008 |
| Pre-Bid Conference and Site Tour | Wednesday, February 13, 2008 |
| Deadline for Written Questions | Friday, February 22, 2008 |
| Response to Written Questions | No Later Than Tuesday, March 4, 2008 |
| Bids Due at CRRA | Friday, March 7, 2008 |
| Interviews with Selected Bidders | Week of March 17, 2008 |
| Selection and Notice of Award Issued | Friday, April 25, 2008 |

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 republish this RFB. CRRA also reserves the right at its sole and absolute discretion to terminate this RFB process at any time prior to the execution of any Agreement.

3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station Agreement (the "Agreement");
 - (2) RFB Package Documents (defined below)
 - (3) Addenda;
 - (4) 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);

- (5) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder]; and
 - (6) Any written amendments to the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (e) **Project:** The provision by the successful bidder of the services required for monitoring and maintaining the landfill gas collection system and thermal oxidizer station at the Ellington Landfill, in accordance with the Contract Documents.
- (f) **Property:** The certain parcel of real property located at 217 Sadds Mill Road (State Route 140), Ellington, Connecticut, upon which property CRRA formerly operated and now provides post-closure monitoring and maintenance services for the Ellington Landfill.
- (g) **RFB Package Documents:**
- (1) Notice To Contractors – Invitation To Bid;
 - (2) Instructions To Bidders;
 - (3) Bid Bond Form;
 - (4) Bid Form;
 - (5) Bid Price And Payment Rate Schedule Form;
 - (6) References Form;
 - (7) Background And Experience Form;
 - (8) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 - (9) Affidavit Of Third Party Fees;
 - (10) Certification Concerning Nondiscrimination;
 - (11) Bidder's Background Questionnaire;
 - (12) Issues And Questions To Be Addressed;
 - (13) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 - (14) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder]; and
 - (15) Operation And Maintenance Of The Ellington Landfill Gas Collection And Thermal Oxidizer Station Agreement, including:
 - A. Scope Of Services;

- B. Contract Price And Payment Rate Schedule;
- C. CRRA's Travel And Expense Policy;
- D. Performance Bond Form and Letter Of Credit Form; and
- E. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban.

- (h) **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.

4. Communications With CRRA Staff and Board Members

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

5. Scope Of Services

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the operation and maintenance of the landfill gas collection system and thermal oxidizer station at the Ellington Landfill for the five-year period from July 1, 2008 through June 30, 2013 (the "Services"). The Services will include, but will not be limited to, the following:

- (a) Mobilization and demobilization;
- (b) Operation and maintenance of all gas collection wells, headers, valves and appurtenances for the central and perimeter gas collection systems;
- (c) Operation and maintenance of the enclosed gas flare system and appurtenances;
- (d) Monitoring and adjustments to perimeter and central gas collection well fields;
- (e) Monitoring at on-site and off-site gas migration monitoring points;
- (f) All associated record keeping and reporting;
- (g) Supply and maintenance of spare parts inventory;
- (h) Coordination and scheduling of condensate removal and disposal; and

- (i) Operation and maintenance of the emergency generator system and appurtenances.

The Services to be conducted under the Agreement are more particularly described in **Exhibit A** to the Agreement. Specific instructions about how the Services are to be performed are included in the Agreement.

If additional work is required during the term of the Agreement at the Ellington Landfill, CRRA will issue Requests for Services to the successful bidder for the specific additional work to be performed.

6. Availability of RFB Package Documents

Complete sets of the RFB Package Documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning Monday, February 4, 2008.

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> on the "Business Opportunities" page, under the "RFB: Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station" heading.

All of the forms included in the documents are available for downloading in Microsoft Word format at CRRA's web site. CRRA encourages bidders to make use of the downloaded Word forms.

7. 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 at 1:00 p.m. Eastern Time on Wednesday, February 13, 2008 (rain date – Thursday, February 14, 2008). 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 Steven Yates at (860) 757-7726 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.

8. 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 po-

tential bidders. Any request for interpretation or clarification of any documents included in this bid package must be **submitted in writing to Steven Yates, Air Compliance Manager, by e-mail (syates@ crra.org), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722).** To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Friday, February 22, 2008.

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 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.crra.org> on the "Business Opportunities" page under the "RFB: Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station" 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.crra.org> on the "Business Opportunities" page under the "RFB: Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station" 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.**

9. Bid Submittal Procedures

Sealed bids shall be submitted no later than 3:00 p.m., Eastern Time, Friday, March 7, 2008 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Steven Yates. Bids received after the time and date set forth above shall be rejected.

Each bidder must submit one (1) original and three (3) copies of its bid. The original bid shall be stamped or otherwise marked as such.

Each bid (the original and three copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station."

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

The terms and conditions of the Agreement (Section 15 of this RFB), as attached, are non-negotiable. Any potential 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 the place where bids are to be submitted at any time prior to the bid due date.

10. Bid Security

Each bid shall be accompanied by a Bid Security. Any bid that does not contain a Bid Security or any bid that contains a Bid Security that does not comply with the following requirements shall be rejected as non-responsive.

10.1 Type of Security

The following are the acceptable 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 RFB.

The Bid Security shall be made payable to CRRA and shall be in an amount equal to ten percent (10%) of the amount of the bid.

Any bid bond submitted as Bid Security shall be in the form provided for such bid bond in Section 3 of the RFB 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.

10.2 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, including execution and submission of the Contractor Certification Concerning Gifts, 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 (7th) day after the Effective Date of the Agreement or ninety (90) days 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.

11. Bid Contents

Bids shall be submitted on forms provided by CRRRA 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 name of the bidder and the bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 13.2 of this Instructions To Bidders);
- (c) Table of Contents;
- (d) Bid Security (cashier's check, certified check or bid bond) (see Section 10 of this Instructions To Bidders);
- (e) The Bid Form (Section 4 of this RFB), with Addenda, if any, listed in the appropriate place (Page 2), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement section (Page 7);
- (f) The completed Bid Price Form And Payment Rate Schedule Form (Section 5 of this RFB);
- (g) The completed References Form (Section 6 of this RFB);
- (h) The completed Background And Experience Form (Section 7 of this RFB);
- (i) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 8 of this RFB), with the Bidder's most recent EEO-1 data attached if the Bidder wishes such data to be considered in the evaluation of its Bid;
- (j) The completed Affidavit Of Third Party Fees form (Section 9 of this RFB) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (k) The completed Certification Concerning Nondiscrimination (Section 10 of this RFB), with the bidder's nondiscrimination policies and procedures attached;
- (l) The completed Bidder's Background Questionnaire (Section 11 of this RFB);
- (m) Answers to the Issues And Questions To Be Addressed (Section 12 of this RFB), with the answer to each question beginning on a new page; and
- (n) A copy of the bidder's up-to-date certificate of insurance showing all current insurance coverage.

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.

12. Bid Opening

All bids will be opened 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 for this Project.

13. Bid Evaluation

The award of the contract for the Work will be made, if at all, to the bidder(s) whose evaluation by CRRA results in CRRA determining that such award to such bidder(s) is in the best interests of CRRA. **However, the selection of a bidder(s) and the award of such 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.

13.1 Evaluation Criteria

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.

13.2 Affirmative Action Evaluation Criteria

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

- (a) The bidder's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of this RFB));

- (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 this RFB));
- (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 this RFB));
- (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 11(i) 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 11(b) of this Instructions To Bidders).

14. Contract Award

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

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

15. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful bidder(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFB 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 this RFB (see Attachment A to Section 12 of the RFB).

16. 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.

17. 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
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SECTION 3

BID BOND FORM

BID/PROPOSAL BOND FORM

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

BIDDER/PROPOSER (Name and Address):

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

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

OWNER (Name and Address):

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

BID/PROPOSAL

| | |
|---|---|
| DUE DATE: | |
| AMOUNT: | |
| PROJECT DESCRIPTION <small>(Including Name and Location):</small> | Operation & Maintenance of the Ellington Landfill Gas Collection System & Thermal Oxidizer Station Ellington Landfill 217 Sadds Mill Road (Route 140) Ellington, Connecticut 06029 |

BOND

| | |
|--|---------------------|
| BOND NUMBER: | |
| DATE <small>(Not later than Bid/Proposal Due Date):</small> | |
| PENAL SUM: | 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

| | | | |
|------------------------|--|------------------------|--|
| SIGNATURE: | | SIGNATURE: | |
| NAME AND TITLE: | | NAME AND TITLE: | |

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.

**REQUEST FOR BIDS
FOR
OPERATION AND MAINTENANCE OF
THE ELLINGTON LANDFILL
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER
STATION**

SECTION 4

BID FORM



BID FORM

PROJECT: Mid-Connecticut

RFB NUMBER: FY08-EN-004

CONTRACT FOR: Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station

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 ninety (90) days after the bid due date.

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

- (a) Execute and deliver to CRRA the required number of counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
- (c) Execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (d) 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 Bid Price and within the Contract Time 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 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. However, CRRA reserves the right to negotiate with Bidder over Bidder's price for the Work submitted on its Bid Price 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 all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Bidder is aware of the general nature of work to be performed by CRRA and others that relates to the Work for which this Bid is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Work for which this Bid is submitted.

6. BIDDER'S REPRESENTATIONS CONCERNING SITE 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 Site are from presently available sources and are being provided only for the information and convenience of the bidders;
- (b) CRRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site(s);
- (c) Bidder is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the 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 any bid or 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, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, to the best of its knowledge and belief:

- (a) The prices in the Bid have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;

- (b) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to “opening” to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- (d) Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the 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, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB that are submitted to CRRA as part of its Bid are identical in form and content to the preprinted forms in the RFB 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. BID SECURITY

Bidder acknowledges and agrees that the amount of the Bid Security submitted with this Bid fairly and reasonably represents the amount of damages CRRA will suffer in the event that Bidder fails to fulfill any of its obligations set forth in the Contract Documents.

13. BIDDER’S WAIVER OF DAMAGES

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

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all bids by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the 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.

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

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 12 [SEEC Form 11] of the Contract Documents.

15. ATTACHMENTS

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

- (a) The completed Bid Price Form;
- (b) The completed References Form;
- (c) The completed Background And Experience Form;
- (d) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder;
- (e) Affidavit Of Third Party Fees that has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (f) Certification Concerning Nondiscrimination that has been completely filled out and signed by Bidder, with the Bidder's nondiscrimination policies and procedures attached;
- (g) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (h) 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; and
- (i) A copy of the Bidder's up-to-date certificate of insurance showing all current insurance coverage.

16. 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: | |

17. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 200__

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

**REQUEST FOR BIDS
FOR
OPERATION AND MAINTENANCE OF
THE ELLINGTON LANDFILL
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER
STATION**

**SECTION 5
BID PRICE AND PAYMENT RATE SCHEDULE
FORM**



**BID PRICE AND PAYMENT
RATE SCHEDULE FORM**

Bidder will provide the Services as specified in the Contract Documents for the operation and maintenance of the Ellington Landfill gas collection system and thermal oxidizer station as specified below.

1. O&M BID PRICE – ROUTINE OPERATIONS AND MAINTENANCE

In the following table, provide your lump sum bid price for routine operations and maintenance of the Ellington Landfill gas collection system and thermal oxidizer station for each of the years specified.

| Period | Dollars | Cents |
|---------------------------------------|----------------|--------------|
| Year 1 (July 1, 2008 – June 30, 2009) | | |
| Year 2 (July 1, 2009 – June 30, 2010) | | |
| Year 3 (July 1, 2010 – June 30, 2011) | | |
| Year 4 (July 1, 2011 – June 30, 2012) | | |
| Year 5 (July 1, 2012 – June 30, 2013) | | |

Bidder affirms that the total bid price above represents the entire cost to complete the routine operations and maintenance Services 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 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: | |

2. PAYMENT RATE SCHEDULE – NON-ROUTINE MAINTENANCE AND REPAIR SERVICES AND EMERGENCY SERVICES

In the tables below, provide your rates (unit price) for non-routine landfill gas system maintenance and repair services and emergency services. (Use additional pages if necessary)

2.1 Personnel Charges

In the table below, provide the hourly rate for each of the staff levels listed. For each staff level, indicate whether or not the staff level is eligible for overtime pay by placing a check mark in the box for those staff levels that are eligible for overtime pay.

| Staff Level | OT | Hourly Rate | | | | |
|------------------------------------|--------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| | | Year 1 (7/1/08 – 6/30/09) | Year 2 (7/1/09 – 6/30/10) | Year 3 (7/1/10 – 6/30/11) | Year 4 (7/1/11 – 6/30/12) | Year 5 (7/1/12 – 6/30/13) |
| Senior Supervisory/Senior Managers | <input type="checkbox"/> | | | | | |
| Professional Engineer/Senior Level | <input type="checkbox"/> | | | | | |
| Staff Engineering | <input type="checkbox"/> | | | | | |
| Project Manager | <input type="checkbox"/> | | | | | |
| Site Supervisor/Foreman | <input type="checkbox"/> | | | | | |
| Field Technicians | <input type="checkbox"/> | | | | | |
| Laborer | <input type="checkbox"/> | | | | | |
| Drafting/AutoCAD Operators | <input type="checkbox"/> | | | | | |
| Administrative Personnel | <input type="checkbox"/> | | | | | |
| Word Processing | <input type="checkbox"/> | | | | | |
| Other (Specify): | <input type="checkbox"/> | | | | | |

2.2 Equipment Charges

In the table below, specify each type of equipment/service that you would bill for separately and provide the hourly rate for each of the equipment/service.

| Equipment | Hourly Rate | | | | |
|---|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| | Year 1 (7/1/08 – 6/30/09) | Year 2 (7/1/09 – 6/30/10) | Year 3 (7/1/10 – 6/30/11) | Year 4 (7/1/11 – 6/30/12) | Year 5 (7/1/12 – 6/30/13) |
| Service Trucks and Tools (List) | | | | | |
| | | | | | |
| | | | | | |
| Instrumentation and Monitoring Equipment (List) | | | | | |
| | | | | | |
| | | | | | |
| Standby, Replacement and Temporary/Backup Equipment (List) | | | | | |
| | | | | | |
| | | | | | |
| Subcontracted Services (List) | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

3. MARK-UP RATES

3.1 Equipment and Materials

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

% (fill in the percentage markup)

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

3.2 Sub-Contractors

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

% (fill in the percentage markup)

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

4. OVERTIME RATES

For employees who are eligible for and are paid a higher hourly rate for overtime than the hourly rate listed on Page 2, the successful Bidder will be entitled to reimbursement for such employee overtime when such overtime is a result of more than 8 hours in one day and/or more than 40 hours in one week worked on this project by such an employee.

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

% (fill in the percentage rate for overtime)

**REQUEST FOR BIDS
FOR
OPERATION AND MAINTENANCE OF
THE ELLINGTON LANDFILL
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER
STATION**

SECTION 6

REFERENCES FORM



REFERENCES FORM

In space below, provide the names of three (3) references who can attest to the quality of work performed/services provided by Bidder/Proposer. Include job title, affiliation, address, phone number and a brief description of the work performed/services provided 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
OPERATION AND MAINTENANCE OF
THE ELLINGTON LANDFILL
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER
STATION**

SECTION 7

BACKGROUND AND EXPERIENCE FORM



BACKGROUND AND EXPERIENCE FORM

BACKGROUND AND EXPERIENCE FORM

In the space below, summarize work performed/services provided of a similar nature to that specified in the Contract Documents which has been performed by the bidder/proposer and which will enable CRRA to evaluate the experience and professional capabilities of the bidder/proposer.

[Attach Additional Pages If Necessary]

A large, empty rectangular box with a thin black border, intended for the bidder/proposer to provide a summary of their work and services.

**REQUEST FOR BIDS
FOR
OPERATION AND MAINTENANCE OF
THE ELLINGTON LANDFILL
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER
STATION**

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
FOR
OPERATION AND MAINTENANCE OF
THE ELLINGTON LANDFILL
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER
STATION**

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 Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station Agreement (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
OPERATION AND MAINTENANCE OF
THE ELLINGTON LANDFILL
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER
STATION**

**SECTION 10
CERTIFICATION CONCERNING
NONDISCRIMINATION**



**CERTIFICATION CONCERNING
NONDISCRIMINATION**

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

I, _____, a duly authorized officer and/or representative
of _____ (firm name),
(the "Consultant"), hereby certify that:

1. Consultant seeks to enter into the Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. In carrying out its obligation under the Agreement, Consultant will abide by the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142; and
3. Attached are the policies and procedures concerning nondiscrimination, which have not been modified or rescinded, adopted by the appropriate governing body or management of Consultant; and
4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief.

IN WITNESS WHEREOF, the undersigned has executed this certificate this

_____ day of _____ 200 _____

By (Signature): _____

Name (Print): _____

Title: _____

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**SECTION 11
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 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 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 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 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 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

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**SECTION 12
ISSUES AND QUESTIONS TO BE ADDRESSED**

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. For firms proposing the use of sub-consultants to complete required Services (including, but not limited to, analytical laboratories), Issues And Questions Numbers 1 through 4 inclusive must also be addressed for each sub-consultant.

1. Describe how the Services will be implemented. Describe in detail the Bidder's operation and maintenance approach and the plan for the landfill gas collection system and thermal oxidizer station.
2. Describe staffing and management plans. Identify the senior managers, engineers, project managers and site supervisors who would be assigned to work with CRRA. Indicate their probable areas of responsibility. Identify the persons who would be the key contacts at your firm(s) for field services. Of the total amount of time your firm will spend on the project, indicate the percentage that would be spent by each of the senior managers, engineers, project managers and site supervisors who would be assigned to work with CRRA
3. Provide brief resumes (no more than two pages per person) of each of the senior managers, engineers, project managers and site supervisors who would be assigned to work with CRRA.
4. Describe the types and numbers of vehicles, equipment and supplies to be provided by the Bidder.
5. For firms proposing the use of sub-consultants to complete required Services, provide a short description of the division of services between consultants.