



**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

**REQUEST FOR BIDS  
("RFB")  
FOR  
WASTE COMPACTION DOZER SERVICES  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY  
(RFB Number FY08-OP-008)**

**BID DUE DATE  
February 21, 2008**

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

**January 14, 2008**

**REQUEST FOR BIDS**  
**For**  
**WASTE COMPACTION DOZER SERVICES**  
**AT THE MID-CONNECTICUT WASTE PROCESSING FACILITY**  
**(RFB Number FY08-OP-008)**

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

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**REQUEST FOR BIDS  
FOR  
WASTE COMPACTION DOZER SERVICES  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**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 Mid-Connecticut Resource Recovery Facility (“RRF”), which is a waste-to-energy facility. The Mid-Connecticut RRF includes the Waste Processing Facility (“WPF”), which is the facility where Municipal Solid Waste (“MSW”) is converted into Refuse Derived Fuel (“RDF”). The RDF is then stored on site. At times of peak waste deliveries or machinery shutdowns, MSW and RDF storage areas become full and waste stacking and compaction are required to make room for more incoming MSW and RDF. This stacking and compaction is achieved through the use of a track bulldozer that is rotated between the MSW and RDF storage halls.

The WPF is operated by the Metropolitan District (the “District”) under contract to CRRA. The WPF is located at 300 Maxim Road, Gate 70, Hartford, Connecticut.

CRRA is seeking bids from qualified contractors to furnish all vehicles, tools, materials, labor, equipment and incidentals thereto for waste stacking and compaction dozer services at the WPF. The services shall be provided from May 1, 2008 through June 30, 2009, with the option, at CRRA’s sole and absolute discretion, of two (2) one-year divisible extensions.

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, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning **Monday, January 14, 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 WPF at 10:00 a.m., Friday, February 1, 2008.** Any prospective bidder intending to participate in the tour must contact John Romano, Project Engineer, at (860) 757-7760 at least 24 hours in advance of the pre-bid conference and site tour.

**Sealed bids must be received at the Mid-Connecticut Project Office of CRRA, 211 Murphy Road, Hartford, Connecticut 06114 no later than 3:00 p.m., Thursday, February 21, 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 RFQ is subject to the Freedom of Information Act.

All questions regarding this RFB must be submitted **in writing** to John Romano, Project Manager, by e-mail ([jromano@crra.org](mailto:jromano@crra.org)), by fax ((860) 278-8471), or by correspondence (CRRA Mid-Connecticut Project Office, 211 Murphy Road, Hartford, Connecticut 06114) no later than 3:00 p.m., Thursday, February 7, 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. Romano.

**REQUEST FOR BIDS  
FOR  
WASTE COMPACTION DOZER SERVICES  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 2  
INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**

**WASTE COMPACTION DOZER SERVICES**  
**AT THE**  
**MID-CONNECTICUT WASTE PROCESSING FACILITY**

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**1. Introduction**

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. CRRA has developed, constructed and now operates an integrated system of four resources recovery facilities, two regional recycling centers, one MSW landfill, one combustor ash landfill, one bulky waste landfill 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 facilities is the Mid-Connecticut Resource Recovery Facility (“RRF”), which is a waste-to-energy facility. The Mid-Connecticut RRF includes the Waste Process-

ing Facility (“WPF”), which is the facility where Municipal Solid Waste (“MSW”) is converted into Refuse Derived Fuel (“RDF”). The RDF is then stored on site. At times of peak waste deliveries or machinery shutdowns, MSW and RDF storage areas become full and waste stacking and compaction are required to make room for more incoming MSW and RDF. This stacking and compaction is achieved through the use of a track bulldozer that is rotated between the MSW and RDF storage halls.

The WPF is located at 300 Maxim Road, Gate 70, Hartford, Connecticut 06120 and is operated by the Metropolitan District (the “District”) under contract to CRRA.

CRRA is seeking bids from qualified contractors to furnish all vehicles, tools, materials, labor, equipment and incidentals thereto for waste stacking and compaction dozer services at the WPF. The services shall be provided from May 1, 2008 through June 30, 2009, with the option, at CRRA’s sole and absolute discretion, of two (2) one-year divisible extensions.

**2. RFB Projected Timeline**

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Documents Available	Monday, January 14, 2008
Pre-Bid Conference and Site Tour	Friday, February 1, 2008
Deadline for Written Questions	Thursday, February 7, 2008
Response to Written Questions	No Later Than Friday, January 18, 2007
Bids Due at CRRA	Thursday, February 21, 2008
Selection and Notice of Award Issued	Friday, March 28, 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) Waste Compaction Dozer Services At The Mid-Connecticut Waste Processing Facility 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];
  - (6) Notice To Proceed; and
  - (7) 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(s) of the waste compaction dozer services at the Mid-Connecticut WPF in accordance with the Contract Documents.
- (f) **Property:** The certain parcel of real property located at 300 Maxim Road, Gate 70, Hartford, Connecticut, upon which property CRRA operates the Mid-Connecticut WPF.
- (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) Business Structure Form;

- (9) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (10) Affidavit Of Third Party Fees;
- (11) Certification Concerning Nondiscrimination;
- (12) Bidder's Background Questionnaire;
- (13) Guaranty Form;
- (14) Issues And Questions To Be Addressed;
- (15) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
- (16) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder];
- (17) Notice To Proceed; and
- (18) Waste Compaction Dozer Services At The Mid-Connecticut Waste Processing Facility Agreement, including:
  - A. Scope Of Services;
  - B. Service Fees;
  - C. Performance Bond Form and Letter Of Credit Form;
  - D. Guaranty 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 Services are to be provided, 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 vehicles tools, materials, labor, equipment and incidentals thereto for waste compaction dozer services at the WPF (the "Services").

Specific instructions about how the above Services are to be provided are included in **Exhibit A** (Scope Of Services) of the Agreement.

## 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, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning Monday, January 14, 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 "RFB: Waste Compaction Dozer Services At The Mid-Connecticut Waste Processing Facility" 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 10:00 a.m. Eastern Time on Friday, February 1, 2008** at the WPF, 300 Maxim Road, Gate 70, Hartford, Connecticut. 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 John Romano, Project Manager, at (860) 757-7760 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 Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in this bid package must be **submitted in writing to John Romano, Project Manager, by e-mail ([jromano@crra.org](mailto:jromano@crra.org)), by fax ((860) 278-8471), or by correspondence (CRRA Mid-Connecticut Project Office, 211 Murphy Road, Hartford, Connecticut 06114). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Thursday, February 7, 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: Waste Compaction Dozer Services At The Mid-Connecticut Waste Processing Facility" 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: Waste Compaction Dozer Services At The Mid-Connecticut Waste Processing Facility" 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, Thursday, February 21, 2008 at the:**

**CRRA Mid-Connecticut Project Office  
211 Murphy Road  
Hartford, Connecticut 06114  
Attn: John Romano**

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 Waste Compaction Dozer Services At The Mid-Connecticut Waste Processing Facility."

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 16 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 Amount of Bid Security**

The Bid Security shall be the amount of \$5,000.00 (Five Thousand Dollars).

### **10.2 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. 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.

### **10.3 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 (7<sup>th</sup>) 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. Corporate Guaranty

In the event that a Bidder plans to have an affiliate or subsidiary execute the Agreement for the Services set forth in this RFB, the Bidder must provide a guaranty for the affiliate's or subsidiary's performance. If CRRA determines, based on financial information submitted by the Bidder, that Bidder does not have sufficient financial capacity to perform and carry out its obligations under the Agreement, CRRA may, without any obligation under this RFB to do so, request that the Bidder's parent or affiliate company submit a guaranty. Any guaranty required by this section shall be in the form set forth in Section 13 of this RFB and the guarantor of such guaranty (the "Guarantor") shall provide the following:

- (a) The most recent audited financial statements of the Guarantor. Such statements must be certified by an officer of the entity and accompanied by the unqualified opinion of an independent certified public accountant. The statements must show that the entity Contractor's meets the following threshold criteria:
  - (1) Net worth for each of the last three (3) fiscal years of \$7,000,000 or more;
  - (2) The ratio of net cash flow from continuing operations to annual debt (net interest and principal) for two (2) out of the last three (3) fiscal years equal to at least 1:1;
  - (3) The "current ratio" for two (2) out of the last three (3) fiscal years equal to at least 1:1; and
  - (4) Cash and/or cash equivalent of at least \$1,000,000 on the date of the most recent audited financial statement. In addition, no material adverse change in financial position shall have occurred since the end of the most recent fiscal year.

If audited financial statements are not available, a letter signed by an officer of Guarantor's bank indicating that such Guarantor's financial condition meets the threshold criteria enumerated in (1) through (4) above.

- (b) Information concerning any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three (3) years, including comparable information for related companies and principals of companies and actual and pending litigation in which the Guarantor is involved.

## 12. Bid Contents

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

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

- (a) Title page;
- (b) Cover letter, which includes 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 144.2 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 (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 Business Structure Form (Section 8 of this RFB);
- (j) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 9 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;
- (k) The completed Affidavit Of Third Party Fees form (Section 10 of this RFB) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (l) The completed Certification Concerning Nondiscrimination (Section 11 of this RFB), with the bidder's nondiscrimination policies and procedures attached;
- (m) The completed Bidder's Background Questionnaire (Section 12 of this RFB);
- (n) The completed Guaranty Form (if necessary) (Section 13 of this RFB), executed by the Guarantor;
- (o) Answers to the Issues And Questions To Be Addressed (Section 14 of this RFB), with the answer to each question beginning on a new page; and
- (p) 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.

### **13. Bid Opening**

All bids will be opened at CRRA's convenience on or after the bid due date. There will not be a public bid opening.

**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.**

### **14. Bid Evaluation**

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

#### **14.1 Evaluation Criteria**

CRRA will base its evaluation of the bids on price, qualifications, demonstrated skill, ability and integrity of each bidder to perform the Services 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.

#### **14.2 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 9 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 9 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 9 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 12(j) 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 12(b) of this Instructions To Bidders).

## **15. Contract Award**

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

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

## **16. 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 16 of the RFB).

**17. Bidder's Qualifications**

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

**18. 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  
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MID-CONNECTICUT WASTE PROCESSING FACILITY**

**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 <sup>th</sup> Floor Hartford, CT 06103-1722
--

**BID/PROPOSAL**

<b>DUE DATE:</b>	
<b>AMOUNT:</b>	
<b>PROJECT DESCRIPTION</b> <small>(Including Name and Location):</small>	Waste Compaction Dozer Services At The Mid Connecticut Waste Processing Facility Mid-Connecticut Waste Processing Facility 300 Maxim Road, Gate 70 Hartford, Connecticut 06114

**BOND**

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

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

**BIDDER/PROPOSER**

**SURETY**

--

(SEAL)

--

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

## TERMS AND CONDITIONS TO BID/PROPOSAL BOND

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

**REQUEST FOR BIDS  
FOR  
WASTE COMPACTION DOZER SERVICES  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 4  
BID FORM**



**BID FORM**

**PROJECT:** Mid-Connecticut

**RFB NUMBER:** FY08-OP-008

**CONTRACT FOR:** Waste Compaction Dozer Services At The Mid-Connecticut Waste Processing Facility

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

**1. DEFINITIONS**

Unless otherwise defined herein, all terms that are not defined and used in this Bid 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. 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. 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.

#### **14. 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) The completed Business Structure Form, with audited financial statements for the last three years for both the Bidder (including any Bidder affiliate or subsidiary designated by Bidder to execute the Agreement, if awarded) and, if applicable, any parent company of the Bidder that is providing the proposal guaranty or the corporate guaranty;
- (e) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder;
- (f) 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;
- (g) Certification Concerning Nondiscrimination that has been completely filled out and signed by Bidder, with the Bidder's nondiscrimination policies and procedures attached;
- (h) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (i) Guaranty Form (if necessary), executed by the Guarantor;
- (j) 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
- (k) A copy of the Bidder's up-to-date certificate of insurance showing all current insurance coverage.

#### **15. 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:	

**16. 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  
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**SECTION 5**

**BID PRICE AND PAYMENT RATE SCHEDULE  
FORM**



**BID PRICE FORM**

**1. BID PRICE**

All Services provided shall be on an **on-call, as-needed** basis.

**1.1 Pricing Period 1: May 1, 2008 Through June 30, 2009**

Per Hour Cost	\$
Flat fee total price for Pricing Period 1 for provision of trailer	\$

**1.2 Pricing Period 2 at CRRA's Sole Option: July 1, 2009 Through June 30, 2010**

Per Hour Cost	\$
Flat fee total price for Pricing Period 2 for provision of trailer	\$

**1.3 Pricing Period 3 at CRRA's Sole Option: July 1, 2010 Through June 30, 2011**

Per Hour Cost	\$
Flat fee total price for Pricing Period 3 for provision of trailer	\$

**2. AFFIRMATION**

Bidder affirms that the prices in Section 1 represents the entire cost to provide the 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 the construction industry or this Project, and that each and every such claim is hereby expressly waived by Bidder.

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

**REQUEST FOR BIDS  
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**SECTION 6**

**REFERENCES FORM**



<b>REFERENCES FORM</b>
------------------------

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  
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**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]

**REQUEST FOR BIDS  
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**SECTION 8**

**BUSINESS STRUCTURE FORM**



# BUSINESS STRUCTURE FORM

## BUSINESS STRUCTURE FORM

In the space below, list general company information including its origin, history and ownership. Provide audited financial statements for the last three (3) years for both the Bidder (including any Bidder affiliate or subsidiary designated by Bidder to execute the service Agreement, if awarded) and, if applicable, any parent company of the Bidder that is providing the proposal guaranty (referenced in Section 4.2.2 of this RFB) for the services outlined in this RFB or the corporate guaranty (referenced in Section 4.1.9 of this RFB).

Describe in detail the Bidder's business structure and organization. Identify and name all principals, owners, officers, parents and directors of the Bidder, and all stockholders holding more than 10% of the stock of the company. If any member of the Bidder's team, including any Guarantor, is a partnership or joint venture, Bidder shall provide full and complete information concerning the nature and structure of the partnership or joint venture, including:

- (a) The date of formation of the joint venture or partnership together with copies of joint venture or partnership agreements plus all amendments;
- (b) A description of the obligations of the partners to CRRA, specifically addressing if the agreement between members comprising the partnership or joint venture make each jointly and severally liable for contractual obligations to provide the services contemplated by this RFB; and
- (c) Information concerning any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three (3) years, including comparable information for related companies and principals of companies and actual and pending litigation in which the Bidder is involved.

[Attach Additional Pages If Necessary]

**REQUEST FOR BIDS  
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**SECTION 9**

**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

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

## SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

## CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

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**SECTION 10**

**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)  
("Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. Contractor seeks to enter into the Waste Compaction Dozer Services At The Mid-Connecticut Waste Processing Facility 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 <sup>1</sup>

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

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

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

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

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

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

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



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

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

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

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

**REQUEST FOR BIDS  
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AT THE  
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**SECTION 11**

**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 "Contractor"), hereby certify that:

1. Contractor seeks to enter into the Waste Compaction Dozer Services At The Mid-Connecticut Waste Processing Facility 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: \_\_\_\_\_

**REQUEST FOR BIDS  
FOR  
WASTE COMPACTION DOZER SERVICES  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 12  
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 <b>criminal</b> investigation?</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been the subject of a <b>civil</b> investigation?</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder/Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a <b>criminal</b> investigation?</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder/Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a <b>civil</b> investigation?</p> <p><i>If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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