



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR BIDS
("RFB")**

FOR

**THE SALE NO_x DISCRETE EMISSION REDUCTION CREDITS
(RFB Number 10-EN-004)**

BID DUE DATE: JUNE 16, 2010

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

May 17, 2010

REQUEST FOR BIDS
For
THE SALE OF NO_x DISCRETE EMISSION REDUCTION CREDITS
(RFB Number 10-EN-004)

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

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**REQUEST FOR THE BIDS
FOR THE
SALE OF NO_x DISCRETE EMISSION REDUCTION CREDITS**

SECTION 1

**REQUEST FOR BIDS AND
INSTRUCTIONS TO BIDDERS**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

REQUEST FOR BIDS AND INSTRUCTIONS TO BIDDERS

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 is offering for sale through an auction process the Connecticut NOx Discrete Emission Reduction Credits (“DERCs”) that it holds. These DERCs were created in calendar years 2007 and 2008 at the Mid-Connecticut Resource Recovery Facility pursuant to the provisions of the Regulations of Connecticut State Agencies (“RCSA”) Section 22a-174-38(d) and were approved by the Connecticut Department of Environmental Protection (“CTDEP”) on December 14, 2009.

CRRA is seeking bids for the purchase of the DERCs from CRRA.

1. RFB Projected Timeline

The following is the projected timeline for the Request For Bids (“RFB”) process:

ITEM	DATE/TIME
RFB Documents Available	Monday, May 17, 2010
Notice of Interest Form Due	3:00 p.m., Wednesday, June 2, 2010
Deadline for Written Questions	3:00 p.m., Wednesday, June 2, 2010
Response to Written Questions	No later than Wednesday, June 9, 2010
Bids Due at CRRA	3:00 p.m. Wednesday, June 16, 2010
Notice Of Award Issued	Friday, July 30, 2010

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline

Bidders should be aware that it may take up to four weeks from the time the successful bidder returns the executed Agreements to CRRA and meets all of the other conditions specified in the Notice Of Award until CRRA issues an invoice to the successful bidder for the DERCs. The DERCs will be transferred to the successful bidder upon receipt by CRRA of the payment for the DERCs.

2. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Agreement For The Sale Of NO_x Discrete Emission Reduction Credits (the "Agreement");
 - (2) RFB Package Documents (defined below);
 - (3) Addenda;
 - (4) The bidder's Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-submission documentation submitted prior to the Notice Of Award);
 - (5) Notice Of Award, with Contractor's Certification Concerning Gifts attached [to be executed by successful bidder];
 - (6) Any written amendments to the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (e) **RFB Package Documents:**
 - (1) Request For Bids And Instructions To Bidders;
 - (2) Notice Of Interest Form;
 - (3) Bid Form;
 - (4) Bid Price Form;
 - (5) Affidavit Concerning Nondiscrimination;
 - (6) Affidavit Concerning Consulting Fees;
 - (7) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 - (8) Notice Of Award, with Contractor's Certification Concerning Gifts attached [to be executed by successful bidder]; and
 - (9) Agreement For The Sale Of NO_x Discrete Emission Reduction Credits, including:

- A. Identification Of NO_x Discrete Emission Reduction Credits Being Sold;
- B. Sale Price;
- C. Notice Of Transfer Of NO_x Discrete Emission Reduction Credits;
- D. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
- E. Affidavit Concerning Nondiscrimination;
- F. Affidavit Concerning Consulting Fees;
- G. Contractor's Certification Concerning Gifts; and
- H. CRRA President's Certification Concerning Gifts.

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

3. Communications With CRRA Staff and Board Members

Except as otherwise authorized by this Request For Bids And 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), entities 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. An entity's bid shall be rejected if any of the foregoing ex parte communications take place.

4. Reserved Rights

CRRA reserves the following rights at its sole and absolute discretion:

- (a) 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 sale of DERCS;
- (b) To republish this RFB after having rejected any or all of the bids; and
- (c) To terminate this RFB process at any time prior to the execution of any Agreement.

5. Description of the DERCS

The DERCS that are being offered for sale were created in calendar years 2007 and 2008 at the Mid-Connecticut Resource Recovery Facility pursuant to the provisions of RCSA 22a-174-38(d) and were approved by CTDEP on December 14, 2009. These DERCS are uniquely identified as follows:

Lot A. 2008 Ozone Season DERCS (15 tons)

CT08MWC0024(DC)NOxoz(12) through CT08MWC0024(DC)NOxoz(26)

Lot B. 2007 Non-ozone Season DERCS (29 tons)

CT07MWC0022(DC)NOxnoz(1) through CT07MWC0022(DC)NOxnoz(29)

Lot C. 2008 Non-ozone Season DERCS (32 tons)

CT08MWC0024(DC)NOxnoz(1) through CT08MWC0024(DC)NOxnoz(32)

6. The Auction Process

Bidders are invited to make written offers for any quantity of the DERCS offered for sale by CRRA at the price the bidder wishes to pay. Bidders shall fill out the attached Bid Price Form (Section 4 of the RFB documents) indicating the number of DERCS being sought and the price bid on a per ton and per lot basis.

CRRA will open the sealed bids and assign the DERCS to the bidders on the basis of highest price. The bidder offering the highest price for DERCS in a given lot will be awarded the number of DERCS in that lot requested by the bidder in its Bid Price Form. If any DERCS remain in that lot after the highest priced bidder's request has been met, the bidder offering the second highest price for DERCS in that lot will be awarded the number of DERCS in that lot requested by the second highest bidder in its Bid Price Form, or as many as remain. This process will continue until all of the DERCS in each lot are awarded or there are no further bids for DERCS in that lot.

Bids for DERCS in one lot are not applicable to DERCS in another lot.

If, in the sole judgment of CRRA, a successful bidder has failed to execute the contract in good faith, then that bidder's bid will be discarded and the DERCS will be awarded to the bidder offering the next highest price. If no such bid exists, CRRA will retain ownership of those DERCS.

7. Availability of RFB Documents

Complete sets of the RFB Package Documents may be obtained on the World Wide Web beginning **Monday, May 17, 2010**:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFB: Sale Of NO_x Discrete Emission Reduction Credits" link.

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

The RFB documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date.

8. Notice of Interest

CRRA encourages entities interested in this RFB to submit a Notice Of Interest Form (Section 2 of the RFB Package Documents) to CRRA by 3:00 p.m., Wednesday, June 2, 2010. The Notice Of Interest Form is available on CRRA's web site along with the other RFB Package Documents. While not mandatory, CRRA will use the information provided on the Notice Of Interest Form to notify prospective bidders about the availability of addenda and other information related to the RFB.

9. Addenda And Interpretations

CRRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of the RFB Package Documents and binding upon all potential or actual bidders for the DERCS. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. CRRA reserves the right to not respond to any or all inquiries.

Any request for interpretation or clarification of any documents included in the RFB Package Documents must be **submitted in writing to Ronald Gingerich by e-mail (rgingerich@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Wednesday, June 2, 2010.**

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 8, above) or who picked up or requested from CRRA a printed copy of the RFB Package Documents. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: Sale of NO_x Discrete Emission Reduction Credits" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than Wednesday, June 9, 2010.

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

10. Bid Submittal Procedures

Sealed bids shall be submitted no later than 3:00 p.m., Eastern Time, Wednesday, June 16, 2010 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich. Bids received after the time and date set forth above shall be rejected.

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

- (a) By attaching a copy of the bid in PDF format to an e-mail sent to Ronald Gingerich (rgingerich@crra.org);
- (b) By saving a copy of the bid in PDF format to a compact disc (“CD”) and including the CD with the original of the bid; or
- (c) By submitting a hard copy of the bid along with the original.

Regardless of how a bidder submits the copy of its bid, the original and the copy must be received by CRRA no later than 3:00 p.m., Eastern Time on Wednesday, June 16, 2010.

The original of the bid shall be stamped or otherwise marked as such. The original of each bid shall be enclosed in a sealed envelope that shall be clearly marked “Bid for CRRA NOx DERC Auction.” If the bidder elects to submit the required copy of its bid on a CD, the CD shall be included in the sealed envelope with the original. If the bidder elects to submit a hard copy of its bid, the copy shall be included in the sealed envelope with the original.

11. Period Bids Shall Remain Open

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

12. Non-Negotiability Of The Agreement

The terms and conditions of the Agreement (Section 9 of the RFB Package Documents), as attached, are non-negotiable. Any potential bidder that will be unable to execute the Agreement, as attached, should not submit a bid.

13. Bid Contents

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

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

- (a) The Bid Form (Section 3 of the RFB documents), with:
 - (1) Addenda, if any, listed in Section 5(a) of the Form (Page 2);
 - (2) The name and address of the contact for Notices listed in Section 14 of the Form (Page 6); and
 - (3) The completed agreement section (Page 6);
- (b) The completed Bid Price Form;

- (c) The completed Affidavit Concerning Nondiscrimination (Section 5 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court); and
- (d) The completed Affidavit Concerning Consulting Fees (Section 6 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court).

14. Bid Opening

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

15. Bid Evaluation

As described in Section 5 of this Request For Bids And Instructions To Bidders, CRRA will base its evaluation of the bids on price and the availability of DERCS in any particular lot.

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.

16. Contract Award

If a contract(s) 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. The format of the Notice Of Award is attached as Section 8 of the RFB Package Documents.

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.

17. Sales and Use Tax

Since CRRA is exempt from state sales and use tax, the price of any bid for the DERCS shall not include any such tax.

18. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful bidder must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the 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 the RFB Package Documents (see Attachment A to Section 8 of the RFB Package Documents).

19. 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 THE BIDS
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**SECTION 2
NOTICE OF INTEREST FORM**



NOTICE OF INTEREST FORM

Individuals and firms that have an interest in the Connecticut Resources Recovery Authority ("CRRA") solicitation listed below are encouraged to submit this Notice Of Interest Form to CRRA as early as they can. Forms should be submitted no later than the date specified below. Request For Bids/Proposals/Qualifications documents and other information released by CRRA related to the solicitation will be directly provided to those firms that have submitted this Form to CRRA by the Form Due Date.

Solicitation:	Sale of NO_x Discrete Emission Reduction Credits
RFQ Number:	10-EN-004
Form Due Time/Date:	3:00 p.m., June 2, 2010

Provide the following information about the individual/firm and the contact person for the firm.

Name of Individual/Firm:	
Name of Contact Person:	
Title of Contact Person:	
Mailing Address 1:	
Mailing Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

Submit this form to the CRRA contact listed below via e-mail, fax or correspondence as listed below.

CRRA Contact:	Ronald Gingerich
E-Mail Address:	<u>rgingerich@crra.org</u>
Fax Number:	(860) 757-7742
Correspondence Address:	Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103

**REQUEST FOR THE BIDS
FOR THE
SALE OF NO_x DISCRETE EMISSION REDUCTION CREDITS**

**SECTION 3
BID FORM**



BID FORM

PROJECT: Mid-Connecticut

RFB NUMBER: 10-EN-004

CONTRACT FOR: Sale of NO_x Discrete Emission Reduction Credits

BID 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 And 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 purchase from CRRA the quantities of NO_x discrete emission reduction credits ("DERCs") as identified in the Contract Document and the Agreement for the Bid Price in accordance with the terms and conditions of the Contract Documents and the 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 Package Documents, are non-negotiable, and Bidder is willing to and shall, if CRRA accepts its Bid for the purchase of DERCs 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 purchase of DERCs 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 purchase of DERCs 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 purchase of DERCs;
- (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 purchase of DERCs 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 purchase of DERCs for which this Bid is submitted.

6. 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 the purchase of DERCs.

7. 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.

8. 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.

9. 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 purchase of DERCs over any other bidder for the purchase of DERCs or over CRRA.

10. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS

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

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

11. 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 purchase of DERCs (or any part thereof) described in the Contract Documents with any other bidder; and/or
- (c) Any award or non-award of a contract for the purchase of DERCs (or any part thereof) pursuant to the Contract Documents.

12. 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 7 [SEEC Form 11] of the RFB Package Documents.

13. ATTACHMENTS

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

- (a) The completed Bid Price Form;
- (b) The Affidavit Concerning Nondiscrimination that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court; and
- (c) The Affidavit Concerning Consulting Fees that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court.

14. NOTICES

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

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

15. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 20 10

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

**REQUEST FOR THE BIDS
FOR THE
SALE OF NO_x DISCRETE EMISSION REDUCTION CREDITS**

**SECTION 4
BID PRICE FORM**



BID PRICE FORM

**SALE OF NO_x DISCRETE EMISSION REDUCTION CREDITS
(RFB Number 10-EN-004)**

Bidders must fill this form out completely. Incomplete forms may be rejected. A bidder must enter a quantity and bid price for each lot of NOX Discrete Emission Reduction Credits ("DERCs") the bidder wishes to purchase. If no DERCs are desired from a particular lot, bidder should indicate so by entering the number "0" in the "Number of DERCs Wanted" field.

**1. LOT A – 2008 OZONE SEASON DERCs (15 TONS)
CT08MWC0024(DC)NOxoz(12) Through CT08MWC0024(DC)NOxoz(26)**

Number of DERCs Wanted	Figures		
	Words		
Bid Price Per Ton of DERC	Figures	\$	
	Words		

**2. LOT B – 2007 NON-OZONE SEASON DERCs (29 TONS)
CT07MWC0022(DC)NOxnoz(1) Through CT07MWC0022(DC)NOxnoz(29)**

Number of DERCs Wanted	Figures		
	Words		
Bid Price Per Ton of DERC	Figures	\$	
	Words		

**3. LOT C – 2008 NON-OZONE SEASON DERCs (32 TONS)
CT08MWC0024(DC)NOxnoz(1) Through CT08MWC0022(DC)NOxnoz(32)**

Number of DERCs Wanted	Figures		
	Words		
Bid Price Per Ton of DERC	Figures	\$	
	Words		

4. AFFIRMATION

The Bidder Representative indicated below is authorized to enter into a contract for the purchase of DERCs certified by the Connecticut Department of Environmental Protection. Bidder understands that if this bid, in whole or in part, is selected by the Connecticut Resources Recovery Authority, an Agreement shall be executed for the purchase of the DERCs at the bid prices indicated above for each Lot of DERCs, respectively.

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

**REQUEST FOR THE BIDS
FOR THE
SALE OF NO_x DISCRETE EMISSION REDUCTION CREDITS**

**SECTION 5
AFFIDAVIT CONCERNING
NONDISCRIMINATION**



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

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

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

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

1. Contractor seeks to enter into the "Agreement for the Sale of NO_x Discrete Emission Reduction Credits" (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 10

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

**REQUEST FOR THE BIDS
FOR THE
SALE OF NO_x DISCRETE EMISSION REDUCTION CREDITS**

**SECTION 6
AFFIDAVIT CONCERNING
CONSULTING FEES**



**AFFIDAVIT CONCERNING
CONSULTING FEES**

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder/proposer/statement of qualifications submitter for an Agreement (the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

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

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

1. Contractor seeks to enter into the "Agreement for the Sale of NO_x Discrete Emission Reduction Credits" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of CRRRA, whether or not direct contact with CRRRA, a CRRRA official, a CRRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

¹ Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

² Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")

Name of Consultant:	
Name of Consultant's Firm:	
Description of the Basic Terms of the Consulting Agreement:	
Brief Description of the Services Provided:	
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to the question above concerning whether or not the consultant is a former state employee or public official is "Yes," the following information must be provided.	
Name of Former Agency:	
Date Employment Terminated:	

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

**REQUEST FOR THE BIDS
FOR THE
SALE OF NO_x DISCRETE EMISSION REDUCTION CREDITS**

SECTION 7

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

SEEC FORM 11

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**REQUEST FOR THE BIDS
FOR THE
SALE OF NO_x DISCRETE EMISSION REDUCTION CREDITS**

**SECTION 8
NOTICE OF AWARD**



NOTICE OF AWARD

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

PROJECT: Mid-Connecticut

RFB NO.: 10-EN-004

CONTRACT: Agreement for the Sale of NO_x Discrete Emission Reduction Credits

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE OF BID] in response to CRRA's Request For Bids for the above-referenced sale of NO_x Discrete Emission Reduction Credits (the "DERCs"), which is more particularly described in the "Agreement for the Sale of NO_x Discrete Emission Reduction Credits."

You are hereby notified that your Bid has been accepted for the purchase from CRRA of the DERCs as specified in **Exhibit A** ("Identification Of NO_x Discrete Emission Reduction Credits Being Sold"). You will pay for the DERCs as specified in **Exhibit B** ("Sale Price") of the Agreement.

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

- (a) Execute the two the attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes signing the Agreement (Page 8), printing the signer's name under the signature line (Page 8) and printing the signer's title following the word "Its" (Page 8);
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and
- (d) Satisfy all other conditions set forth herein.

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

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

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

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

Dated this __ day of __, 2010.

Connecticut Resources Recovery Authority

By: _____
Ronald Gingerich
Title: Environmental Compliance Manager

ACCEPTANCE OF NOTICE

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

By:

Signature: _____

Name (print/type): _____

Title: _____

ATTACHMENT A

To

NOTICE OF AWARD

**CONTRACTORS CERTIFICATION CONCERNING
GIFTS**



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

SALE OF NO_x DISCRETE EMISSION REDUCTION CREDITS (RFB NUMBER 10-EN-004)

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

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal/statement of qualifications for the "Agreement for the Sale of NO_x Discrete Emission Reduction Credits" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRRA"), has been selected by CRRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRRA; and
3. No gifts were made between March 1, 2010 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement

to

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

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

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

Steven Yates, Air Compliance Manager
Peter Egan, Director of Environmental Affairs and Development

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Christopher G. Donovan, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

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

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

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

 Notary Public/Commissioner of the Superior Court

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

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

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

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

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

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

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

**REQUEST FOR THE BIDS
FOR THE
SALE OF NOX DISCRETE EMISSION REDUCTION CREDITS**

**SECTION 9
AGREEMENT
FOR THE
SALE OF
NO_x DISCRETE EMISSION REDUCTION CREDITS**

**AGREEMENT
FOR THE
SALE OF
NO_x DISCRETE EMISSION REDUCTION
CREDITS**

BETWEEN

**CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

AND

[NAME OF CONTRACTOR]

Dated as of _____, 2010

AGREEMENT FOR THE SALE OF NO_x DISCRETE EMISSION REDUCTION CREDITS

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EXHIBIT A: Identification Of NO_x Discrete Emission Reduction Credits Being Sold

EXHIBIT B: Sale Price

EXHIBIT C: Notice Of Transfer Of NO_x Discrete Emission Reduction Credits

EXHIBIT D: SEEC Form 11, Notice to Executive Branch State Contractors and Prospective
State Contractors of Campaign Contribution and Solicitation Ban

EXHIBIT E: Affidavit Concerning Nondiscrimination

EXHIBIT F: Affidavit Concerning Consulting Fees

EXHIBIT G: Contractor's Certification Concerning Gifts

EXHIBIT H: CRRRA President's Certification Concerning Gifts

This **AGREEMENT FOR THE SALE OF NO_x DISCRETE EMISSION REDUCTION CREDITS** (the "Agreement") made and entered into as of [MONTH] [DAY], [YEAR], ("the Effective Date") by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (hereinafter "Seller" or "CRRA") and [NAME OF BUYER], with its principal place of business at [ADDRESS OF BUYER] (hereinafter "Buyer").

WITNESSETH:

WHEREAS, Seller owns and/or operates Municipal Waste Combustors ("MWCs") subject to regulation under §22a-174-38 of the Regulations of Connecticut State Agencies ("R.C.S.A."); and

WHEREAS, R.C.S.A. §22a-174-38 establishes two sets of emissions limits on emissions of nitrogen oxides ("NO_x") from MWCs, one set that became effective on December 19, 2000, and another more stringent set of limits that became effective on May 1, 2003; and

WHEREAS, R.C.S.A. §22a-174-38 authorizes the use of Discrete Emission Reduction Credit ("DERC") trading or the addition of air pollution control equipment, such as Selective Non-Catalytic Reduction ("SNCR") to comply with the NO_x emission limits contained in the regulations; and

WHEREAS, CRRA's Mid-Connecticut Resources Recovery facility ("Mid-Connecticut facility") has generated, and will continue to generate, NO_x DERCs that have been, and will continue to be, approved by the Connecticut Department of Environmental Protection ("DEP") for use in approved DEP NO_x discrete emission reduction credit trading programs; and

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase for use in its facilities, NO_x DERCs generated by the Mid-Connecticut facility for use by Buyer for compliance with regulations, permits, orders or other purposes sanctioned by DEP;

NOW, THEREFORE, in consideration of the respective agreements hereafter set forth and all good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. SALE

During the term of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller for use at its facilities, upon the terms and conditions stated herein, the quantities of NO_x Discrete Emission Reduction Credits ("DERCs") identified in Exhibit A, attached hereto and made a part hereof, and conforming to the specifications therein.

2. PRICE AND TIME OF PAYMENT

The Price calculated pursuant to Exhibit B shall be payable to Seller. Payment of the Price shall be made to Seller in full within thirty (30) days of receipt by the Buyer of an invoice for the DERCs. Buyer shall pay to CRRA the Price in the form of a certified bank check. Seller shall deliver the transfer document specified in Section 3 hereof to the Buyer upon receipt by the Seller of payment in full of the Price.

3. TITLE

Title to the DERCs which are purchased hereunder shall be conveyed to the Buyer upon execution by Seller of a transfer document in the form of Exhibit C, attached hereto and made a part hereof.

4. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

- (a) The title conveyed under the terms of this Agreement shall be good, and its transfer rightful; and that the DERCs shall be delivered free from any security interest or other lien or claim or encumbrance whatsoever.
- (b) The DERCs are as described in Exhibit A, are such as may pass without objection in the trade under such description and are fit for the ordinary purpose for which DERCs are intended to be used.

The warranties described in this Section are in lieu of any other warranty, express or implied.

5. LIMITATION OF DAMAGES

It is agreed that in the event of breach of any warranty the liability of the Seller shall be limited solely to the following, the choice of remedy being the Seller's:

- (a) Subject to additional DERCs being owned by Seller and available for sale, replacement with new DERCs that comply with the warranties made by Seller herein or are otherwise acceptable to Buyer; or
- (b) The repayment to the Buyer of the purchase price paid, upon execution and delivery by the Buyer of a transfer document, transferring the DERCs back to Seller.

Seller shall not be liable for any other damages, whether direct, indirect, special, incidental or consequential, nor subject to any other remedies for breach of warranty or otherwise.

6. DOCUMENTATION

Seller shall make available to Buyer such documents, records, reports and data as may be necessary to establish the validity of the DERCs as discrete emission reduction credits, that is to establish them as actual pollutant reductions from an emitting source or sources that are quantifiable, real and surplus consistent with the Connecticut Department of Environmental Protection regulations and policies. Seller shall maintain its records and make the same available for inspection at its places of business at reasonable times by, and shall provide reasonable cooperation to, any subsequent Buyer or regulatory body concerned with the DERCs being sold under this Agreement. After three years from the date of this Agreement and upon written notice to Buyer, Seller may transfer the record retention obligation to a third party.

7. NON-DISCRIMINATION

Contractor agrees to the following:

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

- (d) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*.
- (f) If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

8. TERM

The Term of this Agreement shall commence upon the Effective Date of this Agreement and shall terminate on December 31, 2013.

9. ADDITIONAL TERMS AND CONDITIONS

9.1 Governing Law

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

9.2 Entire Agreement

This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

9.3 Assignment

Neither party shall have the power to assign this Agreement, and this Agreement shall not be assignable to any other person or entity without the prior, express written consent of the other Party, and any such assignment without such consent shall be void.

9.4 Benefit and Burden

This Agreement shall be binding upon and inure to the benefit of the Seller and Buyer and their respective successors and permitted assigns.

9.5 Notices

Any notice required herein shall be given in writing to the address specified in the opening paragraph and directed to the attention of the President of CRRA, or Plant Manager of the Buyer, as appropriate. A change in address or responsible contact person for a party shall be promptly communicated to the other party.

9.6 Liability for Governmental Charges, Taxes or Assessments

In addition to the price stated, Buyer shall be liable for any and all governmental charges, taxes or assessments imposed or levied on the ERCs sold under this Agreement or on the transaction (other than income or general taxes imposed on Seller).

9.7 Counterparts

This Agreement may be executed in one or more counterparts, which together shall constitute one and the same agreement.

9.8 Whistleblower Protection

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

9.9 Campaign Contribution And Solicitation Prohibitions

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

9.10 Affidavit Concerning Nondiscrimination

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

9.11 Affidavit Concerning Consulting Fees

At the time the Buyer submitted its Bid to CRRA, it simultaneously executed a document entitled Affidavit Concerning Consulting Fees and said document is attached hereto and made a part of this Agreement as **Exhibit F**.

9.12 Contractor's Certification Concerning Gifts

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

9.13 President's Certification Concerning Gifts

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

[NAME OF BUYER]

By: _____

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

**AGREEMENT FOR THE SALE OF
NO_x DISCRETE EMISSION REDUCTION CREDITS**

EXHIBIT A

**IDENTIFICATION OF NO_x DISCRETE EMISSION
REDUCTION CREDITS BEING SOLD**

EXHIBIT A

IDENTIFICATION OF NO_x EMISSION REDUCTION CREDITS BEING SOLD

Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and accept the following ERCs of NO_x emissions generated in accordance with R.C.S.A. Section 22a-174-38 by Mid-Connecticut Resources Recovery Facility:

- (a) ___ tons of Ozone Season ERCs generated during 2008, identified by Seller as:

CT08MWC0024(DC)NO _x oz()	Ton
CT08MWC0024(DC)NO _x oz()	Ton
Subtotal 2008 Ozone Season ERCs	Tons

Note that these ERCs expire on December 31, 20xx

- (b) ___ tons of Non-Ozone Season ERCs generated during 2007, identified by Seller as:

CT07MWC0022(DC)NO _x oz()	Ton
CT07MWC0022(DC)NO _x oz()	Ton
Subtotal 2007 Non-Ozone Season ERCs	Tons

Note that these ERCs expire on December 31, 20xx

- (c) ___ tons of Non-Ozone Season ERCs generated during 2008, identified by Seller as:

CT08MWC0024(DC)NO _x oz()	Ton
CT08MWC0024(DC)NO _x oz()	Ton
Subtotal 2008 Non-Ozone Season ERCs	Tons

Note that these ERCs expire on December 31, 20xx