

#### ADDENDUM NO. 2 Issued September 10, 2008

TO

"REQUEST FOR BIDS
FOR
ONE MOBILE SHREDDER FOR THE MID-CONNECTICUT
WASTE PROCESSING FACILITY"
(RFB Number FY09-OP-001)
(RFB Issued August 18, 2008)

Note: Bidders are required to acknowledge this and all Addenda in Section 5(a) of the Bid Form.

This Addendum consists of the Connecticut Resources Recovery Authority's (CRRA) addition of a new form to the RFB Package Documents, the revision of two existing forms and changes to the Technical Specifications (**Exhibit A** to the Agreement).

The new form is the Technical Specifications Compliance Form. The new Form has been posted on the CRRA Web Site and a copy of it is attached to this Addendum. Each bidder is required to complete the Form, following the instructions that accompany the Form, and submit the Form as part of its Bid. The Technical Specifications Compliance Form becomes Section 5 of the Bid Package Documents and all subsequent sections are renumbered accordingly.

To accommodate the new Technical Specifications Compliance Form, the Bid Form has been revised to include it in the list of attachments to the Bid Form. The revised Bid Form has been posted on the CRRA Web Site and a copy is attached to this Addendum.

The Bid Price Form has been revised. The revised Bid Price Form has been posted on the CRRA Web Site and a copy of it is attached to this Addendum. The revision requests pricing for options for the mobile shredder. Bidders must use the revised Bid Price Form in preparing and submitting their bids.

**Exhibit A** of the Agreement, "Technical Specifications," has been revised. A copy of the revised exhibit is attached to this Addendum.

#### REQUEST FOR BIDS

FOR

# ONE (1) MOBILE SHREDDER FOR THE MID-CONNECTICUT WASTE PROCESSING FACILITY

**SECTION 5** 

# TECHNICAL SPECIFICATIONS COMPLIANCE FORM



# TECHNICAL SPECIFICATIONS COMPLIANCE FORM

# MOBILE SHREDDER FOR THE MID-CONNECTICUT WASTE PROCESSING FACILITY

On the table on the following pages, each bidder must indicate whether or not the mobile shredder it would provide complies with each of the specified technical specifications. Bidders must mark ("X") in the "Yes" column if their mobile shredder complies with a technical specification or in the "No" column if their mobile shredder does not comply with a technical specification. Additionally, each item shall be initialed by the bidder in the provided column. Failure to comply with this request may cause a bid to be rejected.

Each item marked as not in compliance with a technical specification must be explained on an additional page attached by the bidder and signed.

Category	Specification		Complies		
Category	Specification	Yes	No	Initials	
	Minimum 583 net horse power, rated speed 2100 rpm 6 cylinder, liquid cooled, diesel engine.				
	Must meet EPA Tier 3 emissions compliance.				
	Primary and secondary air filters and pre-cleaner.				
Engine	Electronic engine protection and control center access for mechanic to walk thru engine compartment for maintenance.				
	Automatic reversal cooling fan to clean engine radiator.				
	Separate hydraulic oil radiator with reversing cooling fan.				
Controls	The shredder must be remote controlled (fully functional) for all of the unit's operations, including emergency stop.				
	Double sided hydraulic roller drive with automatic torque sensing, power control and hydraulic overload protection.				
	Pre-selected drum reversal cycle and adjustable drum speed from 0-38 rpm with automatic reversal for cleaning cycle.				
	2 hydraulic displacement pumps.				
Shredding Unit	2 hydraulic displacement motors.				
	2 planetary reduction gears.				
	1 drum equipped with hardox wear rings and weldments.				
	Rotor driven on both ends by synchronized motors.				
	Hydraulic track mounted unit				
	Transport width 9' - 8"				
Shredder	Transport height 10' - 6"				
	Transport length 21' - 7"				
	Unit operating weight, 62,000				

0.1	Constitution		Complies			
Category	Specification		No	Initials		
	Large capacity fixed wall hopper			:		
	Filling height 9' 7"					
Input Hopper	Minimum Input hopper opening, 9' deep x 12' wide					
	Dust control system - fixed water supply					
	Hopper to be bolted to unit but removable					
	Minimum clearance under rotor 40"					
Out-Feed	Out-feed conveyor belt with cleats and automatic reversal.					
Conveyor	Out-feed conveyor, width 39"					
	High wear/puncture resistant steel cord rubber belt					
	Angle adjustable discharge from 10 - 35 degrees					
Discharge	Discharge height between 12' - 14'					
Conveyor	Discharge conveyor width 39"					
	Angle adjustable using remote control					
	Length 9' 8"					
	Diameter 3' 5"					
	Triple sided, triple use reusable cutting tooth design					
Drum Design	Number of teeth, 30 minimum, slightly overlapping spiral pattern					
	Hydraulically adjustable cutting gap between 1/4" to 5 1/4"					
	Cutting gap adjustable using remote control					
	Machine must be equipped with back up alarm					
Safety Equipment	Minimum three (3) emergency switch "off" buttons					
	Remote control must have emergency off button					

Cotomoni	Cuncification	Complies		
Category	Specification		No	Initials
Fire Suppressant Equipment	Fire extinguisher mounted for easy access			
Additional Requirements	Two extra complete sets of teeth, nuts, bolts to be included in bid pricing.			
Training	Minimum of 5 days training to be provided.			
Rebuild	Bidder shall have the ability to perform a complete machine rebuild that is certified by the manufacturer.			
Capacity	Specify hours before rebuild is due.			
Warranty	Minimum 1 year (or 2000 hours) whichever comes first			
Manuals	Three (3) operating and three (3) service manuals to be provided by supplier. Include all standard features not directly specified which the manufacturer normally offers as standard equipment and quote in the base price.			
Parts Supply	Ability to supply 98% of parts within a 24-hour period.			
SEPARATE OPTIONS				
Shredder Diagnostic Information	The ability to remotely read critical machine functions and diagnostics including hours, fault codes, etc. with cell phone			
Rubber Pads	Rubber pads for steel tracks system			

### REQUEST FOR BIDS

**FOR** 

# ONE (1) MOBILE SHREDDER FOR THE MID-CONNECTICUT WASTE PROCESSING FACILITY

**SECTION 4** 

BID FORM (Revised)



#### **BID FORM**

PROJECT:

Mid-Connecticut

RFB NUMBER:

FY09-OP-001

CONTRACT FOR:

Mobile Shredder For The Mid-Connecticut Waste Processing Facility

**BID SUBMITTED** 

Connecticut Resources Recovery Authority

TO:

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 the RFB Package Documents 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 of 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 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.

#### 12. BID SECURITY

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

#### 13. BIDDER'S WAIVER OF DAMAGES

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

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

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

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 9 [SEEC Form 11] of the Contract Documents.

#### 15. ATTACHMENTS

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

- (a) The completed Technical Specifications Compliance Form;
- (b) The completed Bid Price And Delivery Timeframe Form;
- (c) The completed References Form;
- (d) The completed Background And Experience Form;
- (e) Certification Concerning Nondiscrimination that has been completely filled out and signed by Bidder, with the Bidder's nondiscrimination policies and procedures attached; and
- (f) A copy of the Bidder's up-to-date certificate of insurance showing all current insurance coverage.

#### 16. NOTICES

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

	Bidder Name:	
	Bidder Contact:	
	Title:	
	Address:	
	Telephone Number:	
	Fax Number:	
	E-Mail Address:	
	ADDITIONAL REPRESEI Bidder hereby represents the behalf of Bidder.	at the undersigned is duly authorized to submit this Bid on
AGR	EED TO AND SUBMITTE	<b>D ON</b> , 200 <u>8</u>
	Name of Bidder (Firm)	
	Signature of Bidde Representative	
	Name (Typed/Printed)	
	Title (Typed/Printed)	

## REQUEST FOR BIDS

**FOR** 

# ONE (1) MOBILE SHREDDER FOR THE MID-CONNECTICUT WASTE PROCESSING FACILITY

**SECTION 6** 

BID PRICE AND DELIVERY TIMEFRAME FORM (Revised)



# BID PRICE AND DELIVERY TIMEFRAME FORM

# MOBILE SHREDDER FOR THE MID-CONNECTICUT WASTE PROCESSING FACILITY (RFB Number 09-OP-001)

#### 1. Bid Price

Bidder will complete the Work as specified in the Contract Documents for the Mobile Shredder for the Mid-Connecticut Waste Processing Facility for the following lump sum bid price (please use table below). Bidder must provide a full delivered price including all options F.O.B. Hartford, Connecticut. Bidder must include in the bid price all standard features not directly specified in the Technical Specification Compliance Form that the manufacturer normally offers as standard equipment.

Total Lump Sum Bid I (Without Options Specifie	
Dollars	Cents
(Use Numbers)	
	(Use Word

Bidder will provide, at CRRA's sole and absolute discretion, a Diagnostic Information Option that provides the ability to remotely read critical machine functions and diagnostics including hours, fault codes, etc. with a cell phone for the following lump sum bid price (please use table below).

Diagnostic Information Op Lump Sum Bid Price	tion
Dollars	Cents
(Use Numbers)	4000
	(Use Word

Bidder will provide, at CRRA's sole and absolute discretion, a Rubber Pads Option that provides rubber pads for the steel tracks system for the following lump sum bid price (please use table below).

		ber Pads Option p Sum Bid Price		
	Dol	lars	Cents	
		(Use Numbers)		
			(Use Word:	3)
	separate sheet of ity allowable limits.	paper, each bidd	ler must pr	ovide OEM and component manufacture
accord "overruindexe	lance with the Cor uns" (e.g., increase	ntract Documents, in wage scales, res affecting the co	and that r material pric nstruction ir	nt the entire cost to complete the Work in to claim will be made on account of any ties, delivery delays, taxes, insurance, cost adustry or this Project, etc.), and that each der.
Name	of Bidder (Firm):			
	ture of Bidder esentative:			
Name	(Type/Print):			
Title:				
Date:				
Deliv	ery Timeframe			
From th	he date the success	sful Bidder receive manufacture and g number of days:	s the Notice deliver the	e To Proceed with the Work, the successful Mobile Shredder to the Waste Processing

2.

# EXHIBIT A To MOBILE SHREDDER PURCHASE AGREEMENT TECHNICAL SPECIFICATIONS (Revised)

#### **TECHNICAL SPECIFICATIONS**

# MOBILE SHREDDER FOR THE MID-CONNECTICUT WASTE PROCESSING FACILITY

Seller shall include all standard features not directly specified in this Technical Specifications that the manufacturer normally offers as standard equipment. A Certificate of Origin shall be furnished for each unit supplied under this contract.

[Pages 2 through 4 of the successful bidder's Technical Specifications Compliance Form (Section 6 of the RFB Package Documents), as submitted by the successful bidder as part of its bid, will be inserted to replace the following pages 2 through 4.]

Cotomoni	Specification		Complies		
Category	Specification	Yes	No	Initials	
	Minimum 583 net horse power, rated speed 2100 rpm 6 cylinder, liquid cooled, diesel engine.				
	Must meet EPA Tier 3 emissions compliance.				
	Primary and secondary air filters and pre-cleaner.				
Engine	Electronic engine protection and control center access for mechanic to walk thru engine compartment for maintenance.				
	Automatic reversal cooling fan to clean engine radiator.				
	Separate hydraulic oil radiator with reversing cooling fan.				
Controls	The shredder must be remote controlled (fully functional) for all of the unit's operations, including emergency stop.				
	Double sided hydraulic roller drive with automatic torque sensing, power control and hydraulic overload protection.				
	Pre-selected drum reversal cycle and adjustable drum speed from 0-38 rpm with automatic reversal for cleaning cycle.				
	2 hydraulic displacement pumps.				
Shredding Unit	2 hydraulic displacement motors.				
	2 planetary reduction gears.				
	1 drum equipped with hardox wear rings and weldments.				
	Rotor driven on both ends by synchronized motors.				
	Hydraulic track mounted unit				
	Transport width 9' - 8"				
Shredder	Transport height 10' - 6"				
	Transport length 21' - 7"				
	Unit operating weight, 62,000				

Catagory	Specification		Complies		
Category			No	Initials	
	Large capacity fixed wall hopper				
	Filling height 9' 7"				
Input Hopper	Minimum Input hopper opening, 9' deep x 12' wide				
	Dust control system - fixed water supply				
	Hopper to be bolted to unit but removable				
	Minimum clearance under rotor 40"				
Out-Feed	Out-feed conveyor belt with cleats and automatic reversal.				
Conveyor	Out-feed conveyor, width 39"				
	High wear/puncture resistant steel cord rubber belt				
	Angle adjustable discharge from 10 - 35 degrees			·	
Discharge	Discharge height between 12' - 14'				
Conveyor	Discharge conveyor width 39"				
	Angle adjustable using remote control				
	Length 9' 8"				
	Diameter 3' 5"				
Davis Davis	Triple sided, triple use reusable cutting tooth design				
Drum Design	Number of teeth, 30 minimum, slightly overlapping spiral pattern				
	Hydraulically adjustable cutting gap between 1/4" to 5 1/4"				
	Cutting gap adjustable using remote control				
	Machine must be equipped with back up alarm				
Safety Equipment	Minimum three (3) emergency switch "off" buttons				
	Remote control must have emergency off button				

0-1	Constitution		Complies		
Category	Specification	Yes	No	Initials	
Fire Suppressant Equipment	Fire extinguisher mounted for easy access				
Additional Requirements	Two extra complete sets of teeth, nuts, bolts to be included in bid pricing.				
Training	Minimum of 5 days training to be provided.				
Rebuild	Bidder shall have the ability to perform a complete machine rebuild that is certified by the manufacturer.				
Capacity	Specify hours before rebuild is due.				
Warranty	Minimum 1 year (or 2000 hours) whichever comes first				
Manuals	Three (3) operating and three (3) service manuals to be provided by supplier. Include all standard features not directly specified which the manufacturer normally offers as standard equipment and quote in the base price.				
Parts Supply	Ability to supply 98% of parts within a 24-hour period.				
SEPARATE OPTIONS					
Shredder Diagnostic Information	The ability to remotely read critical machine functions and diagnostics including hours, fault codes, etc. with cell phone				
Rubber Pads	Rubber pads for steel tracks system				