



**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

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

**FOR**

**ON-CALL EQUIPMENT WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS  
(RFB Number FY09-EN-002)**

**BID DUE DATE – JANUARY 21, 2009**

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

**December 17, 2008**

**REQUEST FOR BIDS**  
**For**  
**ON-CALL EQUIPMENT WORK**  
**FOR**  
**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**LANDFILLS**  
**(RFB Number FY09-EN-002)**

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100 Constitution Plaza, 6<sup>th</sup> Floor  
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**REQUEST FOR BIDS  
FOR  
ON-CALL EQUIPMENT WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 1**

**NOTICE TO CONTRACTORS  
REQUEST FOR BIDS**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO CONTRACTORS – REQUEST FOR BIDS

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency 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. CRRA is seeking bids from qualified contractors to furnish all labor and equipment to perform on-call equipment work for CRRA’s landfills (the “Work”). The following are CRRA’s landfills (collectively, the “Landfills”):

- The Ellington Landfill, located at 217 Sadds Mill Road (Route 140) in Ellington, Connecticut 06029;
- The Hartford Landfill, located at 180 Leibert Road (in the North Meadows off of Exit 33 on I-91) in Hartford, Connecticut 06120;
- The Shelton Landfill, located at 866 River Road (Route 110) in Shelton, Connecticut 06484;
- The Wallingford Landfill, located on Pent Road (off of South Cherry Street) in Wallingford, Connecticut 06492; and
- The Waterbury Bulky Waste Landfill, located at the intersection of Highland Avenue and Highview Road in Waterbury, Connecticut 06708.

The Ellington, Shelton, Wallingford and Waterbury landfills have been closed. The Hartford Landfill will continue to operate until December 31, 2008 and then it will be closed.

The Work at the Landfills will be strictly on an on-call basis. At its sole discretion, CRRA may choose one or more separate contractors to provide the Work at the Landfills. The contract for the Work will be for the three-year period from March 1, 2009 through February 29, 2012.

Request For Bid (“RFB”) package documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **Wednesday, December 17, 2008**. The 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, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

There will be a **mandatory pre-bid conference** for prospective bidders at the Hartford Landfill at 10:00 a.m., Tuesday, January 6, 2009. There will also be a brief, mandatory tour of the Hartford Landfill immediately following the pre-bid conference. Any prospective bidder intending to participate in the pre-bid conference and the site tour must contact Ronald Gingerich ([rgingerich@crra.org](mailto:rgingerich@crra.org) or (860) 757-7703) by 10:00 a.m., Monday, January 5, 2009.

Sealed bids will be received at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 no later than **3:00 p.m., Eastern Time, on Wednesday, January 21, 2009**. Bids received after the time and date set forth above shall be rejected. All bids shall remain open for ninety (90) days after the bid due date.

Bids will be opened at CRRA's convenience on or after the bid due date. CRRA reserves the right to waive any informality or informalities in any bid or the bidding process and to reject any or all of the bids, or any part(s) thereof. Note that all information submitted by bidder is subject to the Freedom of Information Act.

All questions regarding this RFB must be submitted **in writing** to Ronald Gingerich, Environmental Compliance Manager, by e-mail ([rgingerich@crra.org](mailto:rgingerich@crra.org)), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., Friday, January 9, 2009. Any firm considering submitting a bid is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Gingerich.

**REQUEST FOR BIDS  
FOR  
ON-CALL EQUIPMENT WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 2**

**INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**

**ON-CALL EQUIPMENT WORK  
FOR THE  
CONNECTICUT RESOURCES RECOVERY AUTHORITY LANDFILLS  
(RFB Number FY09-EN-002)**

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**1. Introduction**

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities. CRRA is seeking bids from qualified contractors to furnish all labor and equipment to perform on-call equipment work for CRRA’s landfills (the “Work”). The following are CRRA’s landfills (collectively, the “Landfills”):

- The Ellington Landfill, located at 217 Sadds Mill Road (Route 140) in Ellington, Connecticut 06029;
- The Hartford Landfill, located at 180 Leibert Road (in the North Meadows off of Exit 33 on I-91) in Hartford, Connecticut 06120;
- The Shelton Landfill, located at 866 River Road (Route 110) in Shelton, Connecticut 06484;

- The Wallingford Landfill, located on Pent Road (off of South Cherry Street) in Wallingford, Connecticut 06492; and
- The Waterbury Bulky Waste Landfill, located at the intersection of Highland Avenue and Highview Road in Waterbury, Connecticut 06708.

The Ellington, Shelton, Wallingford and Waterbury landfills have been closed. The Hartford Landfill will continue to operate until December 31, 2008 and then it will be closed.

At its sole discretion, CRRA may choose one or more separate contractors to provide the Work at the Landfills on a strictly on-call basis for the three-year period from March 1, 2009 through February 29, 2012.

## 2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Documents Available	Wednesday, December 17, 2008
Mandatory Pre-Bid Conference	10:00 a.m., Tuesday, January 6, 2009
Deadline for Written Questions	3:00 p.m., Friday, January 9, 2009
Response to Written Questions	No Later Than Friday, January 16, 2008
Proposals Due at CRRA	3:00 p.m., Wednesday, January 21, 2009
Interviews with Selected Bidders	Tuesday, January 27, 2009
Selection and Notice of Award Issued	Friday, February 27, 2009

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline and further reserves the right to reject any and all bids and republish this RFB. CRRA also reserves the right at its sole and absolute discretion to terminate this RFB process at any time prior to the execution of any Agreement.

## 3. Definitions

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

- Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- Contract Documents:**

- (1) Agreement For On-Call Equipment Work For Connecticut Resources Recovery Authority Landfills (the "Agreement");
  - (2) RFB Package Documents (defined below)
  - (3) Addenda;
  - (4) Contractor's Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-bid documentation submitted prior to the Notice Of Award);
  - (5) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder]; and
  - (6) Any written amendments to the Agreement.
- (c) **Landfills:** Collectively, the Ellington Landfill, the Hartford Landfill, the Shelton Landfill, the Wallingford Landfill and the Waterbury Bulky Waste Landfill.
- (d) **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.
- (e) **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.
- (f) **Project:** The provision by the successful bidder of on-call equipments work at Connecticut Resources Recovery Authority Landfills during the three-year period from March 1, 2009 through February 29, 2012, in accordance with the Contract Documents.
- (g) **Properties:** Collectively, the certain parcel of real property owned by CRRA located at 217 Sadds Mill Road (Route 140) in Ellington, Connecticut, upon which property CRRA formerly operated and now provides post-closure monitoring and maintenance services for a certain sanitary landfill known as the Ellington Landfill (the "Ellington Landfill"); the certain parcel of real property leased by CRRA located at 180 Leibert Road in Hartford, Connecticut, upon which property CRRA operates a certain sanitary landfill known as the Hartford Landfill (the "Hartford Landfill"); the certain parcel of real property owned by CRRA located at 866 River Road (Route 110) in Shelton Connecticut, upon which property CRRA formerly operated and now provides post-closure monitoring and maintenance services for a certain sanitary landfill known as the Shelton Landfill (the "Shelton Landfill"); the certain parcel of real property leased by CRRA located on Pent Road in Wallingford, Connecticut upon which Property CRRA formerly operated and now provides post-closure monitoring and maintenance services for a certain sanitary landfill known as the Wallingford Landfill (the "Wallingford Landfill"); and the certain parcel of real property

owned by CRRA located at 109 Nichols Drive (the intersection of Highland Avenue and Highview Street) in Waterbury, Connecticut, upon which property CRRA formerly operated and now provides post-closure monitoring and maintenance series for operates a certain sanitary landfill known as the Waterbury Landfill (the "Waterbury Landfill");

(h) **RFB Package Documents:**

- (1) Notice To Contractors – Request For Bids;
- (2) Instructions To Bidders;
- (3) Bid Bond Form;
- (4) Bid Form;
- (5) Bid Payment Rate Schedule Form;
- (6) References Form;
- (7) Background And Experience Form;
- (8) Subcontractor Identification Form;
- (9) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (10) Certification Concerning Nondiscrimination;
- (11) Bidder's Background Questionnaire;
- (12) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
- (13) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder]; and
- (14) Agreement For On-Call Equipment Work For Connecticut Resources Recovery Authority Landfills, including:
  - A. Scope Of Work;
  - B. Request For Work – Standard Format;
  - C. Compensation Schedule;
  - D. CRRA's Travel And Expense Reporting Policy And Procedure
  - E. Monthly Bill Format;
  - F. Performance Security (Performance Bond Form and Performance Letter of Credit Form)
  - G. Payment Security (Payment Bond Form);
  - H. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
  - I. Certification Concerning Nondiscrimination;
  - J. Contractor's Certification Concerning Gifts; and
  - K. President's Certification Concerning Gifts.

- (i) **Sites:** Those areas of the Properties upon which any of the Work is to be performed, furnished and completed by the successful bidder in accordance with the Contract Documents.

Terms used, but not defined, in this Instructions To Bidders shall have the same respective meanings assigned to such terms in the Agreement.

#### **4. Communications With CRRA Staff and Board Members**

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

#### **5. Scope Of Work**

CRRA is seeking bids from qualified contractors to furnish all labor and equipment to perform on-call equipment work for CRRA's landfills (the "Work"). Specific instructions about how the Work is to be performed are included in the Agreement. The Work will be performed in accordance with and as required by the Contract Documents, including but not limited to, the Scope Of Work set forth in **Exhibit A** (the "Scope of Work") which is attached hereto and made a part hereof.

Any Work performed under this contract will be performed pursuant to a Request For Work initiated by CRRA. For a Request For Work, the successful bidder would be required to provide a detailed scope of work and an estimate of the costs and time to perform the specific work. If CRRA decides to have the successful bidder perform such requested work, such bidder will execute a Request For Work in the form outlined in **Exhibit B**, which is attached hereto and made a part hereof. In preparing the cost estimate for a Request For Work, the successful bidder will be required to use the rates specified on the successful bidders Bid Payment Rate Schedule Form, as such rates may be modified based on changes in the price of diesel fuel. (See the Bid Payment Rate Schedule Form (Section 5 of the Bid Package Documents) for an explanation.)

For any particular Request For Work, except as noted below for the Hartford Landfill, the successful bidder will be required to provide:

- (a) All required equipment with operator to perform Work as directed by CRRA;
- (b) All required laborers to perform Work as directed by CRRA; and
- (c) All required materials to be used in the performance of the Work as directed by CRRA.

The types of work the successful bidder will be required to perform include, but are not necessarily limited to, the following:

- (a) Excavation;
- (b) Filling;

- (c) Grading;
- (d) Leachate seep repair;
- (e) Drainage swale and downchute construction/maintenance;
- (f) Erosion repair;
- (g) Settlement repair;
- (h) Topsoil placement;
- (i) Seeding/hydroseeding;
- (j) Installation of erosion control measures;
- (k) Storm drainage system installation/repair/removal;
- (l) Landfill cover system installation/repair; and
- (m) Other miscellaneous construction/maintenance work as required and directed by CRRA.

At the Hartford Landfill, CRRA currently has the following pieces of equipment available for use in connection with the Work:

- (a) Caterpillar 966 Front End Loader;
- (b) Caterpillar D6 Bulldozer;
- (c) Caterpillar 866 Compactor;
- (d) Caterpillar 312B Excavator;
- (e) Dump Truck (10 wheel); and
- (f) Water Truck.

A Request For Work at the Hartford Landfill may involve the successful bidder providing just the operators/drivers needed to operate CRRA's equipment. In such a case, if the foregoing equipment breaks down during the successful bidder's use pursuant to a Request For Work, CRRA may elect, at its sole and absolute discretion, not to immediately repair or replace the equipment, but to modify the Request For Work so that the successful bidder provides its own equipment for the remainder of the work under the Request For Work. The modification of the Request For Work would include a modification of the prices at which the successful bidder would be reimbursed.

CRRA may also enter into Requests For Work with the successful bidder for providing maintenance work for its Hartford Landfill equipment.

The successful bidder will be required to provide both a Performance Security and a Payment Security, each in the amount of \$50,000, for the entire period of time that work is being performed under a Request For Work (see Article 7 of the Agreement).

## **6. Availability of RFB Package Documents**

Complete sets of the RFB Package Documents may be obtained on the World Wide Web beginning Wednesday, December 17, 2008 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFB: On-Call Equipment Work For Connecticut Resources Recovery Authority Landfills" link.

The RFB Package Documents are in PDF format. All of the forms included in the documents are also available for downloading in Microsoft Word format at the same place on CRRA's web site where the PDF of the RFB is located. 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 downloaded Word forms.

The RFB Package Documents are also available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

## **7. Mandatory Pre-Bid Conference And Site Tour**

**There will be a mandatory pre-bid conference and site tour for all prospective bidders. The mandatory pre-bid conference will be held at the Hartford Landfill, 180 Leibert Road, Hartford, Connecticut 06120 at 10:00 a.m., Tuesday, January 6, 2009.** Any prospective bidder intending to participate in the pre-bid conference and the site tour must contact Ronald Gingerich ([rgingerich@crra.org](mailto:rgingerich@crra.org) or (860) 757-7703) by 10:00 a.m., Monday, January 5, 2008. Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this bid solicitation.

Bids submitted by a bidder who did not attend the mandatory pre-bid conference and site tour shall be rejected. Alternate times for visiting the Hartford Landfill will not be allowed.

## **8. Addenda And Interpretations**

CRRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of this package and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. 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](mailto:rgingerich@crra.org)), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Friday, January 9, 2009.**

Addenda, if any, issued prior to the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who picked up or requested a printed copy from CRRA of the RFB Package Documents or who otherwise notified CRRA of their interest in the RFB. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: On-Call Equipment Work For Connecticut Resources Recovery Authority Landfills" heading).

Addenda issued after the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who attended the pre-bid conference and site tour and will be posted on CRRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFB: On-Call Equipment Work For Connecticut Resources Recovery Authority Landfills" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

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

## **9. Bid Submittal Procedures**

**Sealed bids shall be submitted no later than 3:00 p.m., Eastern Time, Wednesday, January 21, 2009** 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 two (2) copies of its bid. The original bid shall be stamped or otherwise marked as such.

Each bid (the original and two copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For On-Call Equipment Work For CRRA Landfills."

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

**The terms and conditions of the Agreement (Section 14 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.**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the bid due date.

## **10. Bid Security**

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

### **10.1 Amount of Security**

The Bid Security shall be in the amount of **Five Thousand Dollars (\$5,000)**.

## **10.2 Type of Security**

The following are the acceptable forms of Bid Security:

- (a) A cashier's check;
- (b) A certified check; or
- (c) A bid bond in the form included in Section 3 of the RFB Package Documents.

The Bid Security shall be made payable to CRRA.

Any bid bond submitted as Bid Security shall be in the form provided for such bid bond in Section 3 of the RFB Package Documents and such bid bond shall be executed and issued by a surety company acceptable to CRRA. Any bid that does not contain the above requisite Bid Security or any bid that contains Bid Security that does not comply with the foregoing requirements shall be rejected as non-responsive.

## **10.3 Disposition of Bid Security**

The Bid Security of the successful bidder will be retained until such bidder has executed the Agreement, furnished the required contract security and satisfied all other conditions of the Notice of Award, including execution and submission of the Contractor's Certification Concerning Gifts, whereupon such Bid Security will be returned.

If the successful bidder fails to execute and deliver the Agreement, furnish the required contract security, or satisfy all other conditions of the Notice Of Award within ten (10) days after the issuance of such Notice Of Award, CRRA may annul the Notice Of Award and the Bid Security of that bidder shall be forfeited.

The Bid Security of other bidders whom CRRA believes to have a reasonable chance of receiving the award may be retained by CRRA until the earlier of the seventh (7<sup>th</sup>) day after the Effective Date of the Agreement or ninety (90) days after the bid due date, whereupon the Bid Security furnished by such bidders will be returned. Bid Security with bids that are not competitive will be returned within seven (7) days after the opening of such bids.

## **11. Bid Contents**

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

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

- (a) Title page, including the title of the project, the name of the bidder and the date the bid is submitted;
- (b) Cover letter, signed by a person authorized to commit the bidder to the contractual arrangements with CRRA, which includes the following:
  - (1) The name of the bidder;
  - (2) The legal structure of the bidder (e.g., corporation, joint venture, etc.);
  - (3) A clear statement indicating that the attached bid constitutes a firm and binding offer by the bidder to CRRA considering the terms and conditions outlined in the RFB and noting any technical exceptions taken thereto; and
  - (4) The bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 13.2 of this Instructions To Bidders);
- (c) Table of Contents;
- (d) Bid Security (cashier's check, certified check or bid bond) (see Section 10 of this Instructions To Bidders);
- (e) The Bid Form (Section 4 of the RFB Package Documents), with Addenda, if any, listed in the appropriate place (Page 2), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement section (Page 7);
- (f) The completed Bid Payment Rate Schedule Form (Section 5 of the RFB Package Documents);
- (g) The completed References Form (Section 6 of the RFB Package Documents);
- (h) The completed Background And Experience Form (Section 7 of the RFB Package Documents);
- (i) The completed Subcontractor Identification Form (Section 8 of the RFB Package Documents);
- (j) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 9 of the RFB Package Documents), with the Bidder's most recent EEO-1 data attached if the Bidder wishes such data to be considered in the evaluation of its Bid;
- (k) The completed Certification Concerning Nondiscrimination (Section 10 of the RFB Package Documents), with the bidder's nondiscrimination policies and procedures attached;
- (l) The completed Bidder's Background Questionnaire (Section 11 of the RFB Package Documents); and

- (m) A copy of the bidder's up-to-date certificate of insurance showing all current insurance coverage.

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

A bidder may include additional information as an addendum/appendix to its bid if the bidder thinks that it will assist CRRA in evaluating the bidder's bid. A bidder should not include information that is not directly related to the subject matter of this solicitation.

## **12. Bid Opening**

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

**CRRA reserves the right to reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process for this Project.**

## **13. Bid Evaluation**

The award of the contract for the Work will be made, if at all, to the bidder(s) whose evaluation by CRRA results in CRRA determining that such award to such bidder(s) is in the best interests of CRRA. **However, the selection of a bidder(s) and the award of such contract, while anticipated, are not guaranteed.**

CRRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. CRRA is committed to complying with the Americans with Disability Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

### **13.1 Evaluation Criteria**

CRRA will base its evaluation of the bids on price, qualifications, demonstrated skill, ability and integrity of each bidder to perform the Work required by the Contract Documents and any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

### **13.2 Affirmative Action Evaluation Criteria**

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

- (a) The bidder's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small

Business Contractors And Occupational Health And Safety (Section 9 of the RFB Package Documents));

- (b) The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 9 of the RFB Package Documents));
- (c) The bidder's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 9 of the RFB Package Documents));
- (d) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 11(j) of this Instructions To Bidders); and
- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 11(b) of this Instructions To Bidders).

#### **14. Contract Award**

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

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

#### **15. Contractor's Certification Concerning Gifts**

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful bidder(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFB and the date the Agreement is executed. If the apparently successful Bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which the bidder may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice Of Award included in the RFB Package Documents (see Attachment A to Section 13 of the RFB Package Documents).

**16. Bidder's Qualifications**

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

**17. Bid Preparation And Other Costs**

Each bidder shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its bid, or incurred in connection with any interviews and negotiations with CRRA, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses.

**REQUEST FOR BIDS  
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LANDFILLS**

**SECTION 3**

**BID BOND FORM**

# BID/PROPOSAL BOND FORM

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

**BIDDER/PROPOSER** (Name and Address):

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

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**OWNER** (Name and Address):

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

<b>DUE DATE:</b>	January 21, 2009
<b>AMOUNT:</b>	\$5,000.00 (Five Thousand Dollars)
<b>PROJECT DESCRIPTION</b> <small>(Including Name and Location):</small>	On-Call Equipment Work At Connecticut Resources Recovery Authority Landfills Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 <sup>th</sup> Floor Hartford, Connecticut 06103

**BOND**

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

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

**BIDDER/PROPOSER**

**SURETY**

--

(SEAL)

--

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

## TERMS AND CONDITIONS TO BID/PROPOSAL BOND

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

**REQUEST FOR BIDS  
FOR  
ON-CALL EQUIPMENT WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 4**

**BID FORM**



**BID FORM**

**PROJECT:** Various

**RFB NUMBER:** FY09-EN-002

**CONTRACT FOR:** On-Call Equipment Work For Connecticut Resources Recovery Authority Landfills

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

**1. DEFINITIONS**

Unless otherwise defined herein, all terms that are not defined and used in this Bid Form (a "Bid") shall have the same respective meanings assigned to such terms in the Contract Documents.

**2. TERMS AND CONDITIONS**

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for ninety (90) days after the bid due date.

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

- (a) Execute and deliver to CRRA the required number of counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) Execute and deliver to all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and

- (e) 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 at the rates specified in Bid Payment Rate Schedule Price set forth in this Bid, in accordance with the terms and conditions of the Contract Documents and Agreement and in accordance with any specific Request For Work entered into between the successful Bidder and CRRA; 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 rates for the Work submitted on its Bid Payment Rate Schedule 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 Sites 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 Sites;
- (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 become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Work.

**7. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

In submitting this Bid, Bidder acknowledges and agrees that Bidder shall not use any information made available to it or obtained in any examination made by it in connection with this RFB in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Work.

**8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

In submitting this Bid, Bidder acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Bidder shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Bidder's performance of this Agreement, nor shall Bidder include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Bidder represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any bid or other submittal to CRRA in connection with this RFB.

**9. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Bid, Bidder:

- (a) Recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with Bidder's Bid is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Bidder or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

**10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION**

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

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

- (b) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to “opening” to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- (d) Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the Work over any other bidder for the Work or over CRRA.

#### **11. BIDDER’S REPRESENTATIONS CONCERNING RFB FORMS**

By submission of this Bid, the Bidder, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB that are submitted to CRRA as part of its Bid are identical in form and content to the preprinted forms in the RFB 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 12 [SEEC Form 11] of the Contract Documents.

**15. ATTACHMENTS**

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

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

**16. NOTICES**

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

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

**17. ADDITIONAL REPRESENTATION**

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

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 2008

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

**REQUEST FOR BIDS  
FOR  
ON-CALL EQUIPMENT WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 5**

**BID PAYMENT RATE SCHEDULE FORM**



## BID PAYMENT RATE SCHEDULE FORM

### ON-CALL EQUIPMENT WORK FOR CONNECTICUT RESOURCES RECOVERY AUTHORITY LANDFILLS (RFB Number 09-EN-002)

Bidder will provide equipment, labor, and/or materials as described below necessary to complete the Work described in the RFB for the following unit prices (the "Base Bid"). Bidder shall submit unit prices for all applicable categories in which they own equipment and/or can provide labor. Unit prices need not be submitted for all categories.

In determining the unit prices for equipment, Bidder shall assume that the price of diesel fuel is \$3.00 per gallon. CRRA has made the presumption that the cost of diesel fuel to operate a piece of equipment represents 20% of the unit price for that piece of equipment. CRRA shall adjust (increase or decrease) the diesel fuel portion of the unit prices specified below proportionately to the change in the price of diesel fuel (increase or decrease) from \$3.00 per gallon at the time that CRRA executes a Request For Work with the successful bidder.

For example, if CRRA executes a Request For Work with a successful bidder for a piece of equipment for which the successful bidder has specified a rate of \$150/hour (of which CRRA presumes \$30 is attributable to the cost of fuel) and the price of diesel fuel at the time the Request For Work is executed is \$4.00/gallon, CRRA will increase the rate the successful bidder can use in determining the cost estimate for the Request For Work and in billing CRRA for work performed pursuant to the Request For Work by \$10/hour to \$160/hour. In this example, the percentage increase in the price of diesel fuel is 33%. The portion of the hourly price for the equipment attributable to diesel fuel is \$30. Multiplying \$30 by 33% produces a result of \$10. Therefore, the unit price the successful bidder would use in preparing the cost estimate for the Request For Work and for billing CRRA for work performed pursuant to the Request For Work would equal \$150/hour (the unit price specified in the Bid Payment Rate Schedule Form) plus \$10/hour (the adjustment for changes in the prices of diesel fuel) for a total of \$160/hour. Similarly, if the price of diesel fuel at the time the Request For Work is executed is \$2.00/gallon, CRRA will decrease the rate the successful bidder can use in determining the cost estimate for the Request For Work and for billing CRRA for work performed pursuant to the Request For Work by \$10/hour to \$140/hour.

In determining the price of diesel fuel at the time a Request For Work is executed, CRRA will use the Bureau of Labor Statistics Average Price Data, Series ID APU010074717, Northeast Urban, Automotive Diesel Fuel, as reported monthly.

**1. EQUIPMENT (All Equipment Unit Prices shall include Operators and be based on the price of diesel fuel at \$3.00 per gallon.)**

**1.1. Large Excavator (Cat 330 or equal)**

Type of Excavator (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.2. Medium Excavator (Cat 320 or equal)**

Type of Excavator (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.3. Small Excavator (Cat 307 or equal)**

Type of Excavator (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.4. Backhoe (Case 580 or equal)**

Type of Backhoe (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.5. Skid Steer (Bobcat or equal)**

Type of Skid Steer (please specify)			
	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.6. Large Bulldozer (Cat D8 or equal)**

Type of Bulldozer (please specify)			
	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.7. Medium Bulldozer (Cat D6R or equal)**

Type of Bulldozer (please specify)			
	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.8. Small Bulldozer (Cat D4 or equal)**

Type of Bulldozer (please specify)			
	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.9. Large Roller (w/vibratory capability) (Cat 433 or equal)**

Type of Roller (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.10. Small Roller (w/vibratory capability) (Cat 663 or equal)**

Type of Roller (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.11. Large Front End Loader (Cat 988 or equal)**

Type of Loader (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.12. Medium Front End Loader (Cat 966 or equal)**

Type of Loader (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.13. Small Front End Loader (Cat 924 or equal)**

Type of Loader (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.14. Site Truck (Terex 4066C 40 ton or equal)**

Type of Truck (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.15. Large Dump Truck (10 Wheel)**

Type of Truck (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.16. Small Dump Truck (6 Wheel)**

Type of Truck (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.17. Hydroseeder (Price is per square yard completed and price to include all labor, grass seed, fertilizer, binder material, and incidentals)**

Hydroseeder (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Price per SQUARE YARD Hydroseed (1 to 1,000 SY)	\$	\$	\$
Price per SQUARE YARD Hydroseed (1,000 to 5,000 SY)	\$	\$	\$
Price per SQUARE YARD Hydroseed (5,000+ SY)	\$	\$	\$

**1.18. Street Sweeper**

Type of Sweeper (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**1.19. Other Equipment (Please provide hourly, daily, and weekly pricing for equipment not listed above)**

Type of Equipment (please specify)	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2. LABOR**

	Foreman		
	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate	\$	\$	\$
Daily Rate (8 hour day)	\$	\$	\$
Weekly Rate (40 hour week)	\$	\$	\$

	General Labor		
	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate	\$	\$	\$
Daily Rate (8 hour day)	\$	\$	\$
Weekly Rate (40 hour week)	\$	\$	\$

	Equipment Operator <sup>1</sup>		
	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate	\$	\$	\$
Daily Rate (8 hour day)	\$	\$	\$
Weekly Rate (40 hour week)	\$	\$	\$

	Vehicle Driver <sup>2</sup>		
	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate	\$	\$	\$
Daily Rate (8 hour day)	\$	\$	\$
Weekly Rate (40 hour week)	\$	\$	\$

- 1 For operating the following CRRA-owned and supplied equipment at the Hartford Landfill: Cat 966 Loader, Cat D6 Bulldozer, Cat 866 Compactor and Cat 312B Excavator;
2. For driving the following CRRA-owned and supplied vehicles at the Hartford Landfill: Dump Truck (10 wheel) and Water Truck.

	Equipment Mechanic		
	Year 1 (03/01/09 – 02/28/10)	Year 2 (03/01/10 – 02/28/11)	Year 3 (03/01/11 – 02/29/12)
Hourly Rate	\$	\$	\$
Daily Rate (8 hour day)	\$	\$	\$
Weekly Rate (40 hour week)	\$	\$	\$

**3. MATERIALS**

Materials for Work completed under this RFB may be purchased by CRRA and provided to Bidder. Materials, if purchased by Bidder, will be paid for at cost plus 10%, based on invoices provided to CRRA. All materials purchased are non-taxable and the invoice should reflect such.

Bidder warrants and represents that the above prices: (i) include all expenses and costs to be incurred by Bidder in performing and completing the Work, and (ii) do not include any Connecticut sales and use tax.

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**SECTION 6**

**REFERENCES FORM**



# REFERENCES FORM

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

## REFERENCE 1

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

## REFERENCE 2

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

**REFERENCE 3**

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

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**SECTION 7**

**BACKGROUND AND EXPERIENCE FORM**



**BACKGROUND AND EXPERIENCE FORM**

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

[Attach Additional Pages If Necessary]

[Empty rectangular box for providing background and experience information]

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**SECTION 8**

**SUBCONTRACTOR IDENTIFICATION FORM**



<b>SUBCONTRACTOR IDENTIFICATION FORM</b>
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Bidder shall list below all subcontractor(s) Bidder intends to use in the performance of Services if Bidder is selected to perform the Services and awarded the Agreement. Bidder shall include a description of the Services to be provided by the subcontractor(s).

**Subcontractor 1**

Company Name	
Services To Be Provided	

**Subcontractor 2**

Company Name	
Services To Be Provided	

**Subcontractor 3**

Company Name	
Services To Be Provided	

**Subcontractor 4**

Company Name	
Services To Be Provided	

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**SECTION 9**

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



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

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

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2. If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input type="text"/>		
2. Is the Contractor a Small Contractor based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3. If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor registered with the DAS as a Certified Small Business? <i>If you answered "Yes" to Question 2A, please provide a copy of your Set-Aside Certificate.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a MWDP Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4. If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor registered with DAS as a MWDP Small Business?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5. If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A. If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input type="text"/>		

## LIST OF ACRONYMS

RCSA	–	Regulations of Connecticut State Agencies
CHRO	–	State of Connecticut Commission on Human Rights and Opportunities
DAS	–	State of Connecticut Department of Administrative Services
MWDP	–	Minority/Women/Disabled Person

## FOOTNOTE

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

## SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

## CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

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**SECTION 10**

**CERTIFICATION CONCERNING  
NONDISCRIMINATION**