



**REQUEST FOR BIDS  
("RFB")  
FOR  
PURCHASE OF A RUBBER-TIRED WHEEL LOADER  
FOR THE  
MID-CONNECTICUT RESOURCE RECOVERY FACILITY  
(RFB Number 10-OP-001)**

**BID DUE DATE – AUGUST 26, 2009**

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

**July 27, 2009**

**REQUEST FOR BIDS**  
**For**  
**PURCHASE OF A RUBBER-TIRED WHEEL LOADER**  
**FOR THE**  
**MID-CONNECTICUT RESOURCE RECOVERY FACILITY**  
**(RFB Number 10-OP-001)**

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

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**REQUEST FOR BIDS  
FOR  
PURCHASE OF A RUBBER-TIRED WHEEL LOADER  
FOR THE  
MID-CONNECTICUT RESOURCE RECOVERY FACILITY**

**SECTION 1**

**NOTICE TO CONTRACTORS  
INVITATION TO BID**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO CONTRACTORS – INVITATION TO BID

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. One of CRRA’s facilities is the Mid-Connecticut Resource Recovery Facility (the “RRF”), which is located in Hartford, Connecticut

CRRA is seeking bids from qualified contractors to purchase one (1) new Rubber-Tired Wheel Loader for use at the Mid-Connecticut Resource Recovery Facility. The loader must be able to function within a municipal waste environment and have the appropriate waste handling package.

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 **Monday, July 27, 2009**. 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.

CRRA encourages firms interested in this RFB to submit a Notice Of Interest Form to CRRA by 3:00 p.m., Wednesday, August 12, 2009. The Notice Of Interest Form is available on CRRA’s web site along with the other RFB documents. While not mandatory, CRRA will use the information provided on the Form to notify prospective bidders about the availability of addenda and other information related to the RFB.

**Sealed bids must 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., Wednesday, August 26, 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. Note that all information submitted by a firm responding to this RFB is subject to the Freedom of Information Act.

All questions regarding this RFB must be submitted **in writing** to 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) no later than 3:00 p.m., Wednesday, August 12, 2009. Subject to the discretion of CRRA, CRRA may decide to provide written responses to firms no later than Friday, August 21, 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  
PURCHASE OF A RUBBER-TIRED WHEEL LOADER  
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**SECTION 2  
INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS

## PURCHASE OF A RUBBER-TIRED WHEEL LOADER FOR THE MID-CONNECTICUT RESOURCE RECOVERY FACILITY

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#### 1. Introduction

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

One of CRRA’s facilities is the Mid-Connecticut Resource Recovery Facility (“RRF”), which is a waste-to-energy facility located in Hartford, Connecticut.

CRRA is seeking bids from qualified contractors for one (1) new Rubber-Tired Wheel Loader for use in the Mid-Connecticut RRF. The loader must be able to function within a municipal waste environment and have the appropriate waste handling package.

## 2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	DATE
RFP Documents Available	Monday, July 27, 2009
Notice of Interest Form Due	3:00 p.m., Wednesday, August 12, 2009
Deadline for Written Questions	3:00 p.m., Wednesday, August 12, 2009
Response to Written Questions	No Later Than Friday, August 21, 2009
Bids Due at CRRA	3:00 p.m., Wednesday, August 26, 2009
Selection and Notice of Award Issued	Friday, September 25, 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.

Bidders should be aware that it may take up to four weeks from the time the successful bidder returns the executed Agreements to CRRA and meets all of the other conditions specified in the Notice Of Award until CRRA issues to the successful bidder a Notice To Proceed with the work for which it has been selected.

## 3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
  - (1) Agreement for the Purchase of a Rubber Tire Loader for The Mid-Connecticut Resource Recovery (the "Agreement");
  - (2) RFB Package Documents (defined in (g) below)
  - (3) Addenda;
  - (4) Contractor's Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-bid documentation submitted prior to the Notice Of Award);

- (5) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder];
  - (6) Notice To Proceed; and
  - (7) Any written amendments to the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (e) **Project:** The provision by the successful bidder of One (1) Rubber-Tired Wheel Loader for the Mid-Connecticut Resource Recovery Facility, in accordance with the Contract Documents.
- (f) **Property:** The certain parcel of real property located at 1 Reserve Road, Gate 20, Hartford, Connecticut 06114, upon which property CRRA operates the Mid-Connecticut Resource Recovery Facility.
- (g) **RFB Package Documents:**
- (1) Notice To Contractors – Invitation To Bid;
  - (2) Instructions To Bidders;
  - (3) Notice of Interest Form;
  - (4) Bid Bond Form;
  - (5) Bid Form;
  - (6) Technical Specifications Compliance Form;
  - (7) Bid Price And Delivery Timeframe Form;
  - (8) Certification Concerning Nondiscrimination;
  - (9) References Form;
  - (10) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
  - (11) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder]; and
  - (12) Notice To Proceed.
  - (13) Agreement for the Purchase of a Rubber-Tired Wheel Loader for the Mid-Connecticut Resources Recovery Facility
    - A. Technical Specifications;
    - B. Project Schedule;
    - C. Purchase Price And Payment Schedule;
    - D. Warranties

- E. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
- F. Certification Concerning Nondiscrimination;
- G. Contractor's Certification Concerning Gifts;
- H. President's Certification Concerning Gifts;

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

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

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

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

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

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the "Purchase Of One (1) Rubber-Tired Wheel Loader For The Mid-Connecticut Resource Recovery Facility" (the "Work"). The loader must be able to function within a municipal waste environment and have the appropriate waste handling package. The loader shall be delivered to the Mid-Connecticut Resource Recovery Facility, 1 Reserve Road, Gate 20, Hartford, Connecticut 06114.

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 technical specifications set forth in **Exhibit A** (the "Technical Specifications") 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 Monday, July 27, 2009 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFB: Purchase of a Rubber-Tired Wheel Loader For The Mid-Connecticut Resource Recovery Facility" link.

The RFB Package Documents are in PDF format. Many 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. Notice of Interest**

CRRA encourages firms interested in this RFB to submit a Notice Of Interest Form (Section 3 of the RFB Package Documents) to CRRA by 3:00 p.m., Wednesday, August 12, 2009. The Notice Of Interest Form is available on CRRA's web site along with the other RFB documents. While not mandatory, CRRA will use the information provided on the form to notify prospective bidders about the availability of addenda and other information related to the RFB.

## **8. Addenda And Interpretations**

CRRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of the RFB Package Documents and binding upon all potential or actual bidders for the 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., Wednesday, August 12, 2009.**

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 7, above) or who picked up or requested from CRRA a printed copy of the RFB Package Documents. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: Purchase of a Rubber-Tired Wheel Loader for the Mid-Connecticut Resource Recovery Facility" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline (i.e., by Friday, August 21, 2009).

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, August 26, 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 three (3) copies of its bid. The original bid shall be stamped or otherwise marked as such.

Each bid (the original and three copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid for Purchase of a Rubber Tire Loader for the Mid-Connecticut Resource Recovery Facility."

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 13 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 CRRA's office 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 an amount equal to ten percent (10%) of the amount of the bid.

### 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 4 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 4 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 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) The Bid Form (Section 5 of the RFB Package Documents), with Addenda, if any, listed in the appropriate place (Page 4 of the Bid Form), the name and address of the contact for Notices listed in the appropriate place (Page 6 of the Bid Form) and the completed agreement section (Page 6 of the Bid Form);
- (c) Bid Security (cashier's check, certified check or bid bond) (see Section 10 of this Instructions To Bidders and Section 4 of the RFB Package Documents);

- (d) The completed Technical Specifications Compliance Form (Section 6 of the RFB Package Documents) with a mark in the “Yes” or “No” column and the bidder’s initials for each of the technical specifications;
- (e) The completed Bid Price And Delivery Timeframe Form (Section 7 of the RFB Package Documents);
- (f) The completed Certification Concerning Nondiscrimination (Section 8 of the RFB Package Documents), subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
- (g) The completed References Form (Section 9 of the RFB Package Documents); and
- (h) 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.

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.

#### **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 12 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  
FOR  
PURCHASE OF A RUBBER-TIRED WHEEL LOADER  
FOR THE  
MID-CONNECTICUT RESOURCE RECOVERY FACILITY**

**SECTION 3  
NOTICE OF INTEREST FORM**



<b>NOTICE OF INTEREST FORM</b>
--------------------------------

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

Solicitation:	<b>Purchase of a Rubber-Tired Wheel Loader For The Mid-Connecticut Resource Recovery Facility</b>
Form Due Date:	<b>Wednesday, August 12, 2009</b>

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

Name of Individual/Firm:	
Name of Contact Person:	
Title of Contact Person:	
Mailing Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

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

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

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**SECTION 4  
BID BOND FORM**



# AIA® Document A310™ – 1970

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
*(Here insert full name and address or legal title of Contractor)*

as Principal, hereinafter called the Principal, and  
*(Here insert full name and address or legal title of Surety)*

a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety, hereinafter called  
the Surety, are held and firmly bound unto  
*(Here insert full name and address or legal title of Owner)*

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

as Obligee, hereinafter called the Obligee, in the sum of (\$ \_\_\_\_\_), for the payment of  
which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
*(Here insert full name, address and description of project)*

Purchase of a Rubber-Tired Wheel Loader for the Mid-Connecticut Resource Recovery  
Facility  
1 Reserve Road, Gate 20  
Hartford, Connecticut 06114

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the  
Principal shall enter into a Contract with the Obligee in accordance with the terms of  
such bid, and give such bond or bonds as may be specified in the bidding or Contract  
Documents with good and sufficient surety for the faithful performance of such Contract  
and for the prompt payment of labor and material furnished in the prosecution thereof, or  
in the event of the failure of the Principal to enter such Contract and give such bond or  
bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the Work covered by  
said bid, then this obligation shall be null and void, otherwise to remain in full force and  
effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_,

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Principal)* *(Seal)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Title)* *(Seal)*

# **Additions and Deletions Report for** **AIA<sup>®</sup> Document A310<sup>™</sup> – 1970**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:37:10 on 07/20/2009.

## **PAGE 1**

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

...

Purchase of a Rubber-Tired Wheel Loader for the Mid-Connecticut Resource Recovery Facility  
1 Reserve Road, Gate 20  
Hartford, Connecticut 06114

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, Ronald E. Gingerich, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:37:10 on 07/20/2009 under Order No. 2753486866\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 1970 - Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ENVIRONMENTAL COMPLIANCE MANAGER

(Title)

7/24/2009

(Dated)

**REQUEST FOR BIDS  
FOR  
PURCHASE OF A RUBBER-TIRED WHEEL LOADER  
FOR THE  
MID-CONNECTICUT RESOURCE RECOVERY FACILITY**

**SECTION 5  
BID FORM**



**BID FORM**

**PROJECT:** Mid-Connecticut

**RFB NUMBER:** 10-OP-001

**CONTRACT FOR:** Purchase of a Rubber-Tired Wheel Loader For The Mid-Connecticut Resource Recovery Facility

**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) 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 to do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

**4. BIDDER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT**

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB Package Documents, are non-negotiable, and Bidder is willing to and shall, if CRRA accepts its Bid for the 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;
- (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 the "bid 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 10 [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 Certification Concerning Nondiscrimination that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court; and
- (e) 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:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code	
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** \_\_\_\_\_, 2009

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

**REQUEST FOR BIDS  
FOR  
PURCHASE OF A RUBBER-TIRED WHEEL LOADER  
FOR THE  
MID-CONNECTICUT RESOURCE RECOVERY FACILITY**

**SECTION 6  
TECHNICAL SPECIFICATIONS COMPLIANCE  
FORM**

## RUBBER TIRED WHEEL LOADER

### Minimum Bid Specifications

- Unit bid shall be currently advertised and produced model with all the latest standard features whether or not called for in these specifications. Standard equipment shall be defined in current manufacturer’s literature. (Provide current brochure / specifications of the unit bid)
- Indicate compliance with checking either a YES or NO answer.
- A 'YES' answer indicates 100% compliance with the entire statement. Manufacturer's bid is allowed to meet, or exceed, stated specifications, unless otherwise quantified.
- Explain all 'NO' answers in detail on a separate page, clearly referencing the relevant non-conforming item(s) by section and item number.

	COMPLIANT?	
	YES	NO
<b>A) GENERAL</b>		
1. Unit bid shall consist of a diesel driven, articulated, four-wheel-drive, rubber tire loader.	___	___
2. Long boom, pin on, bucket must be 3.0 yd <sup>3</sup> (2.3 m <sup>3</sup> ) SAE heaped capacity.	___	___
3. Long boom, hook on, full turn tip must be at least 16,850 lbs (7640 kg).	___	___
<b>B) PERFORMANCE</b>		
1. Unit shall have, with other items specified, without including optional counterweights and tire ballast, the minimum operating weight of 34,000 lbs (15,420 kg) for a long boom, pin on machine.	___	___
2. Dump clearance at full height as defined by SAE J732 shall be 10' 8" (3240 mm).	___	___
3. Reach at full height as defined by SAE J732 shall be 3' 6" (1060 mm).	___	___
4. Breakout force as defined by SAE J732 shall be 25,870 lbf (115.1 kN).	___	___
5. Unit shall be equipped with automatic bucket positioner with adjustable position indicator, automatic and adjustable boom kick-out.	___	___
6. Unit shall be equipped with a torque-parallel type linkage.	___	___
7. Bucket cutting edge width shall exceed tire width.	___	___
8. 3 cubic yard 104" wide bucket with bolt on cutting edge and bolt on lower wear plates	___	___
<b>C) ENGINE</b>		
1. Unit shall meet all US EPA Tier 3/Stage IIIA emissions requirements for diesel engines. Engines certified to a Family Emission Limit (FEL) are not acceptable.	___	___
2. Unit shall be equipped with a minimum six (6) cylinder, four (4) stroke, inline, turbocharged, high torque, low emission, electronically controlled engine developing not less than 172 (128 kW) net flywheel horsepower as defined by SAE J1349.	___	___
3. Engine must be of heavy-duty type with dry replaceable cylinder liners and replaceable valve guides and seats.	___	___
4. Engine must be three (3) point mounted on rubber to reduce vibration.	___	___
5. Engine must be equipped with an air-to-air intercooler.	___	___
6. Main cooling fan shall be hydraulically driven and thermostatically controlled to conserve fuel and to reduce exterior noise levels.	___	___
7. An electronically controlled, reversing cooling fan option shall be provided.	___	___
8. Engine will be equipped with an external indicator for coolant level.	___	___
9. Machine must be equipped with a Turbo air cleaner with service indicator lamp on instrument panel.	___	___

- 10. Engine must be equipped with a double fuel filter system with water separator and easy drainage access. \_\_\_\_ \_\_\_\_
- 11. Engine shall be fitted with a full flow oil filter. \_\_\_\_ \_\_\_\_
- 12. The engine compartment service doors must be large, easy-to-open and equipped with gas springs. The rear radiator casing shall be hinged and allow easy and efficient cleaning and servicing of the engine and cooling fan. \_\_\_\_ \_\_\_\_
- 13. Fuel heater \_\_\_\_ \_\_\_\_
- 14. Engine safety shut down to idle for low oil or high temperature including transmission. \_\_\_\_ \_\_\_\_
- 15. 110v Engine Block heater. \_\_\_\_ \_\_\_\_

**D) ELECTRICAL SYSTEM**

- 1. Unit shall be equipped with a computer controlled monitoring and diagnostics system. \_\_\_\_ \_\_\_\_
- 2. Operation data must be recorded and downloadable for service and diagnostics work. \_\_\_\_ \_\_\_\_
- 3. Unit shall alert the operator when scheduled service work is to be performed. \_\_\_\_ \_\_\_\_
- 4. Unit must have warning and indicator lights for the following functions: charging, oil pressure engine and transmission, brake system pressure, parking brake, hydraulic oil level, primary steering, secondary steering, high beams, turn signals, working lights, rotating beacon, preheating coil, differential lock, coolant and transmission oil temperature, low fuel and coolant level, hydraulic oil level, washer fluid level. \_\_\_\_ \_\_\_\_
- 5. Unit shall be equipped with a air filtered alternator capable of 24V/80Amp. \_\_\_\_ \_\_\_\_
- 6. Unit must be equipped with exterior lighting which will include two (2) front 70 watt halogen driving lights with high and low beam. Parking lights, two (2) rear combination stop and tail lights turn signals with hazard warning flashers, and four (4) front and four (4) rear 70 watt working lights shall also be included. \_\_\_\_ \_\_\_\_
- 7. Wiring must be enclosed in a sealed, non-cloth protective casing and will in all possible cases be routed on the opposite side of the frame from the machine's hydraulic hoses. \_\_\_\_ \_\_\_\_
- 8. Heavy duty front head and tail light guards. \_\_\_\_ \_\_\_\_

**E) DRIVETRAIN**

- 1. Transmission shall be OEM designed and manufactured by the loader manufacturer and matched to the specific loader. \_\_\_\_ \_\_\_\_
- 2. Unit must be equipped with a fully automatic, computer controlled, countershaft type transmission with gear selector control for directional and gear changes. \_\_\_\_ \_\_\_\_
- 3. Transmission must have a minimum of four (4) forward and four (4) reverse gears and produce a maximum speed of not less than 28.7 mph (46.2 km/h) forward and reverse. \_\_\_\_ \_\_\_\_
- 4. Transmission shall have an automatic kick down to first gear which automatically returns to second gear when rim pull requirements diminishes or direction is changed. \_\_\_\_ \_\_\_\_
- 5. Transmission shall have a external sight gauge for fluid level check. \_\_\_\_ \_\_\_\_
- 6. Torque converter shall be of single-stage type. \_\_\_\_ \_\_\_\_
- 7. Transmission must have a mode selector enabling selection of gear shifting points to match specific applications. \_\_\_\_ \_\_\_\_
- 8. Unit must have outboard mounted planetary final drives with fully floating axle shafts. \_\_\_\_ \_\_\_\_
- 9. Unit will have a fixed front axle with a hydraulically operated 100% differential lock manually actuated by the operator inside the cab. The rear axle must be able to oscillate +/- 13 degrees of the center of pivot and feature lifetime lubrication without maintenance. \_\_\_\_ \_\_\_\_
- 10. Dual shift controls for either right or left hand operation \_\_\_\_ \_\_\_\_

**F) TIRES**

- 1. Unit shall be equipped with 20.5R25 TY Cushion DA2 tires
- 2. Front and rear plastic fenders will be provided.

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**G) STEERING**

- 1. Unit shall be equipped with load-sensing, hydrostatic, priority feed, piston pump driven steering system, capable of +/- 40 degrees articulation from the center of pivot.
- 2. Steering cylinders must be double acting and center hinge must be located so that the rear wheels track the front wheels. The clearance circle to the outside of the bucket corner will not exceed 19' 5" (5927 mm) turning radius.
- 3. Lower frame joint bearing will consist of a double-tapered roller bearing with a minimum service interval of 1000 hours; Upper frame joint bearing will be a spherical self-aligning bearing with a minimum service interval of 250 hours.

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**H) BRAKES**

- 1. Unit must be equipped with hydraulically operated, oil circulation cooled; outboard mounted wet disc brakes, meeting requirements and standards according to SAE J1473.
- 2. Unit shall be equipped with dual service brake pedals and brake wear indicators on each brake. Dynamic brake system deceleration check with results indicated on the display unit.
- 3. Service brake system must have two separate circuits, for the front and rear axle that are able to operate independently in case of a malfunction.
- 4. A separate, accumulator driven, rechargeable, secondary brake function must be available to enable braking when the engine is not running.
- 5. Unit must be equipped with a spring actuated, hydraulically released parking brake system that features a dry disc brake mounted on the transmission output shaft.
- 6. Wheel and axle guards

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**I) HYDRAULICS**

- 1. Unit must be equipped with a load sensing main hydraulic system with a variable displacement piston pump and a pilot operated main valve.
- 2. Hydraulic system shall have a common tank for steering, working and brake hydraulic oil, located so it provides gravity oil feed to the pump.
- 3. Hydraulic tank shall have a minimum capacity of 23.8 gallons (90 liters).
- 4. All return oil from the main, steering, and brake hydraulics must be filtered through a 20 micron full flow filter (absolute rating) before returning to tank.
- 5. System reservoir must include a sight gauge for fluid level check.
- 6. Lift circuit will be capable of four functions; raise, hold, lower and float; as well as an automatic, adjustable, automatic boom kick-out with lever detent.
- 7. Tilt circuit will be capable of three functions; rollback, hold and dump; as well as an automatic, adjustable, bucket leveling with lever detent.

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**J) OPERATOR'S ENVIRONMENT**

- 1. Unit must be equipped with a fully enclosed cab meeting ROPS and FOPS standards per ISO 3471, ISO 3449, ISO 6055 and SAE J386.
- 2. Cab must be mounted on viscous-type dampeners.
- 3. Cab must be equipped with an air conditioning system capable of heating, cooling, defrosting and pressurizing the cab with a minimum 4-speed fan and an output level of 37,500 Btu/h (11 kW). The defroster must be effective on all windows.
- 4. Interior sound level shall not exceed 68 dB (A) in accordance to SAE J2105.

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- 5. Filtration system must be >98% efficient with SAE fine dust test (SAE J1533). \_\_\_\_\_
- 6. Unit shall have following equipment: one combination lock kit, AM-FM CD radio, ashtray, cigarette lighter, cab heating with filter, fresh-air inlet and defroster, floor mat, interior lights, two (2) interior and two (2) exterior rear-view mirrors, left and right opening window, tinted safety glass, 3" (76 mm) retractable seatbelt (SAE J386), adjustable hydraulic lever console, operator's seat with high backrest and heating, storage compartment, sun visor, beverage holder, front and rear windshield washers and wipers, interval function for front and rear windshield wipers, service platforms with anti-slip surfaces on rear fenders, speedometer. \_\_\_\_\_
- 7. Unit shall be equipped with a backup camera. \_\_\_\_\_
- 8. Fully adjustable heated operators seat \_\_\_\_\_

**K) LOADER LINKAGE**

- 1. For pin on machines, linkage must be torque parallel design allowing use of various pin on attachments while promoting high stability by lowering the load center and bringing it closer to the front axle allowing visibility to the cutting edge of bucket. \_\_\_\_\_
- 2. No more than 20% loss of break out force from leveled to fully back position. \_\_\_\_\_
- 3. Linkage shall provide parallel attachment movement through the whole lifting cycle. \_\_\_\_\_
- 4. All linkage pins must be double sealed and have ground access lubrication points. \_\_\_\_\_
- 5. Load weighing scale built into the machine with read outs \_\_\_\_\_

**L) WARRANTY**

- 1. Unit must carry a one year new machine warranty. A copy of the warranty must be attached to the bid proposal. \_\_\_\_\_

**M) ADDITONAL EQUIPMENT REQUIREMENTS**

- 1. A2030-2 AFEX Dual Automatic Dry Chemical System with Linear Detection, AFEX CMP Control Panel 12/24 volt. Manual release in cab area with pneumatic releasing. \_\_\_\_\_
- 2. Whelen LED cab mounted lights 4 lights to be mounted under cab \_\_\_\_\_
- 3. Backup Alarm \_\_\_\_\_
- 4. Anticorrosion radiator and air condition condenser \_\_\_\_\_

**N) WARRANTY**

- 1. Unit must include a 3 year remote machine monitoring system with computer accessed performance and operation history. \_\_\_\_\_
- 2. Unit must include a 3 year preventative maintenance program to include all scheduled filter and fluid changes as called out by the manufacturers published schedule and be performed at a minimum of every 250 hours. This is to include all related costs such as travel time and mileage. Parts and fluids are OEM and all service and maintenance to be performed by trained and certified OEM mechanics. A copy of the proposed preventative maintenance plan shall be attached to the bid proposal. \_\_\_\_\_

EXCEPTION DETAIL – Please Reference Category and item letter.

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**REQUEST FOR BIDS  
FOR  
PURCHASE OF A RUBBER-TIRED WHEEL LOADER  
FOR THE  
MID-CONNECTICUT RESOURCE RECOVERY FACILITY**

**SECTION 7**

**BID PRICE AND DELIVERY TIMEFRAME FORM**



# BID PRICE AND DELIVERY TIMEFRAME FORM

## PURCHASE OF A RUBBER-TIRED WHEEL LOADER FOR THE MID-CONNECTICUT RESOURCE RECOVERY FACILITY (RFB Number 10-OP-001)

### 1. Bid Price

Bidder will complete the Work as specified in the Contract Documents for the Purchase of a Rubber-Tired Wheel Loader for the Mid-Connecticut Resource Recovery 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 Price	
Dollars	Cents
(Use Numbers)	

(Use Words)

On a separate sheet of paper, each bidder must provide OEM and component manufacturer warranty allowable limits.

Bidder affirms that the total bid price above represents the entire cost to complete the Work in accordance with the Contract Documents, and that no claim will be made on account of any "overruns" (e.g., increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this Project, etc.), and that each and every such claim is hereby expressly waived by Bidder.

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

## 2. Delivery Timeframe

From the date the successful Bidder receives the Notice To Proceed with the Work, the successful Bidder shall complete the manufacture and deliver the Rubber-Tired Wheel Loader to the Waste Processing Facility within the following number of days:

	Days
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**REQUEST FOR BIDS  
FOR  
PURCHASE OF A RUBBER-TIRED WHEEL LOADER  
FOR THE  
MID-CONNECTICUT RESOURCE RECOVERY FACILITY**

**SECTION 8**

**REFERENCES FORM**



# REFERENCES FORM

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

## REFERENCE 1

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

## REFERENCE 2

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

**REFERENCE 3**

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

**REQUEST FOR BIDS  
FOR  
PURCHASE OF A RUBBER-TIRED WHEEL LOADER  
FOR THE  
MID-CONNECTICUT RESOURCE RECOVERY FACILITY**

**SECTION 9  
CERTIFICATION CONCERNING  
NONDISCRIMINATION**



**CERTIFICATION CONCERNING  
NONDISCRIMINATION**

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

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

1. Contractor seeks to enter into the "Agreement for the Purchase of a Rubber-Tired Wheel Loader for the Mid-Connecticut Resource Recovery Facility" (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. In carrying out its obligation under the Agreement, Contractor will abide by the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142; and
3. Attached are the policies and procedures concerning nondiscrimination, which have not been modified or rescinded, adopted by the appropriate governing body or management of Contractor; and
4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief.

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200 09

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

**REQUEST FOR BIDS  
FOR  
PURCHASE OF A RUBBER-TIRED WHEEL LOADER  
FOR THE  
MID-CONNECTICUT RESOURCE RECOVERY FACILITY**

**SECTION 10**

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

SEEC FORM 11

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

**REQUEST FOR BIDS  
FOR  
PURCHASE OF A RUBBER-TIRED WHEEL LOADER  
FOR THE  
MID-CONNECTICUT RESOURCE RECOVERY FACILITY**

**SECTION 11**

**NOTICE OF AWARD**



## NOTICE OF AWARD

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

**PROJECT:** Mid-Connecticut

**RFB NO.:** FY10-OP-001

**CONTRACT:** Agreement for the Purchase of a Rubber-Tired Wheel Loader For The Mid-Connecticut Resource Recovery Facility

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE] in response to CRRA's Notice To Contractors – Invitation To Bid for the above-referenced Work, which Work is more particularly described in the "Agreement for the Purchase of a Rubber-Tired Wheel Loader For The Mid-Connecticut Resource Recovery Facility" (the "Work").

You are hereby notified that your firm has been selected to perform the Work at the Mid-Connecticut Resource Recovery Facility. The amount of the award for the Work is as specified in **Exhibit C** of the Agreement.

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

- (a) Execute the two the attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes entering the requested information in the "Organization and Good Standing" Section (Section 3.1.1, Page 7) of the Agreement, in the "Notices" Section (Section 10.10, Page 15) of the Agreement, signing the Agreement (Page 17), printing the signer's name under the signature line (Page 17) and printing the signer's title following the word "Its" (Page 17);
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance;

- (d) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and
- (e) Satisfy all other conditions set forth herein.

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

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

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

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

Dated this \_\_ day of \_\_, 2009.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Ronald Gingerich  
Title: Environmental Compliance Manager

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

By:

Signature: \_\_\_\_\_

Name (print/type): \_\_\_\_\_

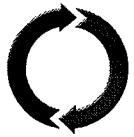
Title: \_\_\_\_\_

**ATTACHMENT A**

**To**

**NOTICE OF AWARD**

**CONTRACTORS CERTIFICATION CONCERNING  
GIFTS**



**CONTRACTOR'S CERTIFICATION  
CONCERNING GIFTS**

**PURCHASE OF A RUBBER-TIRED WHEEL LOADER  
FOR THE  
MID-CONNECTICUT RESOURCE RECOVERY FACILITY**  
(This CERTIFICATION is to be signed by an authorized officer of the Contractor  
or the Contractor's managing general partner.)

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal for the "Agreement for the Purchase of a Rubber-Tired Wheel Loader For The Mid-Connecticut Resource Recovery Facility (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between July 1, 2009 and the date of execution of the Agreement, by
  - (a) The Contractor,
  - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
  - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement

to

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