



**REQUEST FOR BIDS  
("RFB")  
FOR THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY  
(RFB Number 11-OP-007)**

**BID DUE DATE – APRIL 13, 2011**

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

**March 14, 2011**

**REQUEST FOR BIDS**  
**For The**  
**PURCHASE OF A MOBILE GRAPPLE-CRANE**  
**FOR THE**  
**MID-CONNECTICUT WASTE PROCESSING FACILITY**  
**(RFB Number 11-OP-007)**

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

**TABLE OF CONTENTS**

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. References Form
9. Affidavit Concerning Nondiscrimination
10. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
11. Notice Of Award
  - A. Contractor's Certification Concerning Gifts [To be executed by successful bidder]
  - B. Affidavit Concerning Consulting Fees [To be executed by successful bidder]
12. Notice To Proceed
13. Agreement For The Purchase Of A Mobile Grapple-Crane For The Mid-Connecticut Waste Processing 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. Affidavit Concerning Nondiscrimination
  - G. Affidavit Concerning Consulting Fees
  - H. Contractor's Certification Concerning Gifts
  - I. CRRA President's Certification Concerning Gifts

**REQUEST FOR BIDS  
FOR THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 1**

**NOTICE TO CONTRACTORS  
INVITATION TO BID**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO CONTRACTORS – INVITATION TO BID

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. One of CRRA’s facilities is the Mid-Connecticut Resource Recovery Facility (the “RRF”), which is a waste-to-energy facility. The Mid-Connecticut RRF includes the Waste Processing Facility (“WPF”), which is located at 300 Maxim Road, Gate 70, Hartford, Connecticut 06114. The WPF is the facility where Municipal Solid Waste (“MSW”) is converted into Refuse Derived Fuel (“RDF”). The WPF is currently operated by the Metropolitan District (the “District” or “MDC”) under contract to CRRA.

CRRA is seeking bids from qualified contractors to purchase one mobile grapple-crane for use at the WPF. The mobile grapple-crane 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, March 14, 2011**. 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 office must contact Ronald Gingerich (860-757-7703) at least 24 hours in advance. There is charge of \$25.00 for anyone picking up the documents at CRRA’s office. Payment should be made by check payable to “Connecticut Resources Recovery Authority.”

CRRA encourages firms interested in this RFB to submit a Notice Of Interest Form to CRRA by 3:00 p.m., Wednesday, March 30, 2011. 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, April 13, 2011.** 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, March 30, 2011. Subject to the discretion of CRRA, CRRA may decide to provide written responses to firms no later than Tuesday, April 5, 2011.

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 THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 2  
INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS

## PURCHASE OF A MOBILE GRAPPLE-CRANE FOR THE MID-CONNECTICUT WASTE PROCESSING FACILITY

### CONTENTS

1. Introduction .....	1
2. RFB Projected Timeline .....	2
3. Definitions .....	2
4. Communications With CRRA Staff and Board Members .....	4
5. Reserved Rights .....	4
6. Scope Of Work.....	4
7. Availability of RFB Package Documents .....	5
8. Notice of Interest.....	5
9. Addenda And Interpretations .....	5
10. Bid Submittal Procedures .....	6
11. Period Bids Shall Remain Open .....	7
12. Non-Negotiability Of The Agreement.....	7
13. Modification/Withdrawal Of A Bid .....	7
14. Bid Security.....	7
15. Bid Contents .....	8
16. Bid Opening .....	9
17. Bid Evaluation.....	9
18. Contract Award .....	10
19. Contractor's Certification Concerning Gifts .....	10
20. Affidavit Concerning Consulting Fees.....	10
21. Bidder's Qualifications .....	11
22. Bid Preparation And Other Costs .....	11

#### 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 two resource recovery facilities, two regional recycling centers, and four 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 (the “RRF”), which is a waste-to-energy facility. The Mid-Connecticut RRF includes the Waste Processing Facility (“WPF”), which is located at 300 Maxim Road, Gate 70, Hartford, Con-

necticut 06114. The WPF is the facility where Municipal Solid Waste (“MSW”) is converted into Refuse Derived Fuel (“RDF”). The WPF is currently operated by the Metropolitan District (the “District” or “MDC”) under contract to CRRA.

CRRA is seeking bids from qualified contractors for one mobile grapple-crane for use in the WPF. The mobile grapple-crane 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, March 14, 2011
Notice of Interest Form Due	3:00 p.m., Wednesday, March 30, 2011
Deadline for Written Questions	3:00 p.m., Wednesday, March 30, 2011
Response to Written Questions	No Later Than Tuesday, April 5, 2011
Bids Due at CRRA	3:00 p.m., Wednesday, April 13, 2011
Selection and Notice of Award Issued	Friday, May 20, 2011

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

Bidders should be aware that it may take up to four weeks from the time the successful bidder returns the executed Agreements to CRRA and meets all of the other conditions specified in the Notice Of Award until CRRA issues 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 Mobile Grapple-Crane for The Mid-Connecticut Waste Processing Facility (the “Agreement”);
  - (2) RFB Package Documents (defined in (g) below)
  - (3) Addenda;

- (4) Successful bidder'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 the Contractor's Certification Concerning Gifts and the Affidavit Concerning Consulting Fees 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 a mobile grapple-crane for the Mid-Connecticut Waste Processing Facility, in accordance with the Contract Documents.
- (f) **Property:** The certain parcel of real property located at 300 Maxim Road, Gate 70, Hartford, Connecticut 06114, upon which property CRRA operates the Mid-Connecticut Waste Processing 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) Affidavit 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 the Contractor's Certification Concerning Gifts and the Affidavit Concerning Consulting Fees attached [to be executed by successful bidder]; and
  - (12) Notice To Proceed.

- (13) Agreement for the Purchase of a Mobile Grapple-Crane for the Mid-Connecticut Waste Processing 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. Affidavit Concerning Nondiscrimination;
  - G. Affidavit Concerning Consulting Fees;
  - H. Contractor's Certification Concerning Gifts; and
  - I. CRRA 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. Reserved Rights**

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

- (a) To reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process for this Project;
- (b) To republish this RFB after having rejected any or all of the bids; and
- (c) To terminate this RFB process at any time prior to the execution of any Agreement.

#### **6. Scope Of Work**

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the "Purchase Of A Mobile Grapple-Crane For The Mid-Connecticut Waste Processing Facility" (the "Work"). The mobile grapple-crane must

be able to function within a municipal waste environment and have the appropriate waste handling package. The mobile grapple-crane shall be delivered to the Mid-Connecticut Waste Processing Facility, 300 Maxim Road, Gate 70, 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.

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

Complete sets of the RFB Package Documents may be obtained on the World Wide Web beginning Monday, March 14, 2011 at:

<http://www.crra.org> under the “Business Opportunities” page; select the “RFB: Purchase of a Mobile Grapple-Crane For The Mid-Connecticut Waste Processing 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 on CRRA’s web site. Prospective bidders can fill the forms out by typing the answers on their computer’s keyboard. The forms can then be printed and submitted with the bid. CRRA encourages firms to make use of the downloadable Word forms.

The RFB 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. There is a charge of \$25.00 for anyone picking up the documents at CRRA’s office. Payment should be made by check payable to “Connecticut Resources Recovery Authority.”

## **8. 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, March 30, 2011. 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.

## **9. Addenda And Interpretations**

CRRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of the RFB Package Documents and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to requests for interpretation or

clarification received from potential bidders. CRRA reserves the right to not respond to any or all inquiries.

Any request for interpretation or clarification of any documents included in the RFP package documents must be submitted **in writing** to Ronald Gingerich using one of the following methods:

- (a) By e-mail to [rgingerich@crra.org](mailto:rgingerich@crra.org);
- (b) By fax to 860-757-7742; or
- (c) By correspondence to 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, March 30, 2011.**

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 8, above) or who picked up or requested from CRRA a printed copy of the RFB Package Documents. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: Purchase of a Mobile Grapple-Crane for the Mid-Connecticut Waste Processing Facility" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than Tuesday, April 5, 2011.

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

## **10. Bid Submittal Procedures**

**Sealed bids shall be submitted no later than 3:00 p.m., Eastern Time, Wednesday, April 13, 2011** 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.

While CRRA has no preference on how the copies of the bid are bound, the original of the bid should be loose leaf and bound with a binder clip. In addition, tabs (numbered or lettered) should be used to delineate sections of the bid.

Each bid (the original and two copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid for Purchase of a Mobile Grapple-Crane for the Mid-Connecticut Waste Processing Facility."

## **11. Period Bids Shall Remain Open**

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

## **12. Non-Negotiability Of The Agreement**

**The terms and conditions of the Agreement (Section 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.** This includes, but is not limited to, the insurance requirements (Article 7 of the Agreement).

## **13. Modification/Withdrawal Of 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, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich, at any time prior to the bid due date.

## **14. 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.

### ***14.1 Amount of Security***

The Bid Security shall be in an amount equal to ten percent (10%) of the amount of the bid.

### ***14.2 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.

### **14.3 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 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.

## **15. 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 of the bid (not the title page of the RFB), 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.); and
  - (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.
- (c) Bid Security (cashier's check, certified check or bid bond) (see Section 14 of this Instructions To Bidders);

- (d) Table of Contents of the bid (not the table of contents of the RFB);
- (e) The Bid Form (Section 5 of the RFB Package Documents), with
  - (1) Addenda, if any, listed in the appropriate place (Page 3);
  - (2) The name and address of the contact for Notices listed in the appropriate place (Page 7); and
  - (3) The completed agreement section (Page 7);
- (f) 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;
- (g) The completed Bid Price And Delivery Timeframe Form (Section 7 of the RFB Package Documents);
- (h) The completed References Form (Section 8 of the RFB Package Documents); and
- (i) The completed Affidavit Concerning Nondiscrimination (Section 9 of the RFB Package Documents), subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
- (j) A copy of the bidder’s up-to-date certificate(s) of insurance showing all coverages required by Article 7 of the Agreement. [Please be advised that this is the area in which bidders seem to have the most difficulty. CRRA requires that the certificate(s) submitted show evidence of exactly the insurance requirements specified in the Agreement.]

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.

## 16. Bid Opening

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

## 17. 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.

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

## **19. 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 11 of the RFB Package Documents).

## **20. Affidavit Concerning Consulting Fees**

Pursuant to *Connecticut General Statutes* Section 4a-81, the apparently successful bidder(s) must submit an affidavit stating that, except as specified in the affidavit, it has not entered into any contract with a consultant in connection with the RFB whereby any duties of the consultant pursuant to the contract require the consultant to pursue communications concerning the business of CRRA, whether or not direct contract with CRRA was expected or made. The affidavit is attached to the Notice Of Award included in the RFB Package Documents (see Attachment B to Section 11 of the RFB Package Documents).

## **21. 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.

## **22. 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 THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING 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 MOBILE GRAPPLE-CRANE FOR THE MID-CONNECTICUT WASTE PROCESSING FACILITY</b>
RFQ Number:	<b>11-OP-007</b>
Form Due Date:	<b>MARCH 30, 2011</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 1:	
Mailing Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

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

CRRA Contact:	<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>

**REQUEST FOR BIDS  
FOR THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 4**

**BID BOND FORM**



# Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**BOND AMOUNT: \$****PROJECT:**

*(Name, location or address, and Project number, if any)*

Purchase of a Mobile Grapple-Crane for the Mid-Connecticut Waste Processing Facility  
Mid-Connecticut Waste Processing Facility  
300 Maxim Road, Gate 70  
Hartford, Connecticut 06114

**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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.



# ***Additions and Deletions Report for AIA<sup>®</sup> Document A310<sup>™</sup> – 2010***

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 08:00:40 on 03/11/2011.

## **PAGE 1**

Purchase of a Mobile Grapple-Crane for the Mid-Connecticut Waste Processing Facility  
Mid-Connecticut Waste Processing Facility  
300 Maxim Road, Gate 70  
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 08:00:40 on 03/11/2011 under Order No. 8003794840\_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™ – 2010, 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)

DEVELOPMENT MANAGER

(Title)

3/11/11

(Dated)

**REQUEST FOR BIDS  
FOR THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 5  
BID FORM**



**BID FORM**

**PROJECT:** Mid-Connecticut

**RFB NUMBER:** 11-OP-007

**CONTRACT FOR:** Purchase of a Mobile Grapple-Crane for the Mid-Connecticut Waste Processing 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 the Affidavit Concerning Consulting Fees;
- (d) Deliver to CRRA the requisite certificate(s) of insurance;

- (e) 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
- (f) 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 RFB Package 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 Technical Specifications Compliance Form;
- (c) The completed Bid Price And Delivery Timeframe Form;
- (d) The completed References Form;
- (e) The Affidavit Concerning Nondiscrimination that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court; and
- (f) A copy of the Bidder's up-to-date certificate(s) of insurance showing all of the insurance coverages required by Article 7 of the Agreement.

**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** \_\_\_\_\_, 20 11

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

**REQUEST FOR BIDS  
FOR THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 6**

**TECHNICAL SPECIFICATIONS COMPLIANCE  
FORM**



<b>TECHNICAL SPECIFICATIONS COMPLIANCE FORM</b>
---

**MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

The mobile grapple-crane required by the Contract Documents must have a 17-foot material boom with at least a 0.75-cubic yard, orange-peel grapple and be suitable for use in a severe trash-to-energy application.

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

Each item marked as not in compliance with a technical specification must be explained on an additional page attached by the bidder and signed. The presence of items that are not in compliance with the technical specifications will not necessarily disqualify a bidder from consideration for the work. The explanation for an item not in compliance with a technical specification must be in sufficient detail to ensure that CRRRA can effectively evaluate the bid against all other bidders.

A Certificate of Origin must be furnished for the unit supplied pursuant to this RFB.

Category/Technical Specifications	Complies?		
	Yes	No	Initial
<b>1. OPERATING WEIGHT</b>			
1.1 Approximate weight range of 39,000 to 42,000 pounds	<input type="checkbox"/>	<input type="checkbox"/>	
<b>2. WHEEL BASE</b>			
2.1 8' 2", minimum	<input type="checkbox"/>	<input type="checkbox"/>	
<b>3. BOOM/GRAPPLE</b>			
3.1 Box-type design with large dimensioned sealed bearings	<input type="checkbox"/>	<input type="checkbox"/>	
3.2 Grapple open-close and rotate circuits installed	<input type="checkbox"/>	<input type="checkbox"/>	
3.3 Working cylinders with hydraulic end position damping	<input type="checkbox"/>	<input type="checkbox"/>	
3.4 Safety check valves (load holding valves) for boom and stick cylinders	<input type="checkbox"/>	<input type="checkbox"/>	
3.5 Material boom 17', stick 13' plus 31' max reach	<input type="checkbox"/>	<input type="checkbox"/>	
3.6 Grapple at least 0.75-cubic yard with rotation, 4 or 5 tine, open, semi-closed or closed	<input type="checkbox"/>	<input type="checkbox"/>	
<b>4. ENGINE</b>			
4.1 4-cylinder, water cooled, turbo diesel engine, with direct injection turbocharge and EPA Tier 3 emissions standard	<input type="checkbox"/>	<input type="checkbox"/>	
4.2 Output as per DIN/ISO: 114 HP at 2000 rpm or equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
<b>5. TRANSMISSION</b>			
5.1 All-wheel drive via variable hydraulic motor with directly mounted automatic brake valve and 2-stage power-shift gear, or equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
5.2 Maximum drawbar pull – 18,659 pound force	<input type="checkbox"/>	<input type="checkbox"/>	
<b>6. SWING SYSTEM</b>			
6.1 Axial piston motor, spring-loaded hydraulically releasable multiply disk brake, planetary gear and pinion shaft	<input type="checkbox"/>	<input type="checkbox"/>	
6.2 Large dimensioned swing bearing	<input type="checkbox"/>	<input type="checkbox"/>	
6.3 Swing speed 0 – 8 rpm, infinitely controllable	<input type="checkbox"/>	<input type="checkbox"/>	
6.4 Maximum torque – 29,500 pound-force foot or equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
6.5 Hydraulic motor with integrated hydraulic brake	<input type="checkbox"/>	<input type="checkbox"/>	
<b>7. BRAKES</b>			
7.1 Hydraulically activated single-circuit system that works on all 4 pair of wheels	<input type="checkbox"/>	<input type="checkbox"/>	
7.2 Hydraulic or electrical activated spring applied disk brake on the drive transmission for front and rear axles	<input type="checkbox"/>	<input type="checkbox"/>	

Category/Technical Specifications	Complies?		
	Yes	No	Initial
<b>8. COOLING SYSTEM</b>			
8.1 Hydraulically driven and reversible radiator fan for clean-out	<input type="checkbox"/>	<input type="checkbox"/>	
8.2 Fan to pass air through radiator and exhaust through engine enclosure	<input type="checkbox"/>	<input type="checkbox"/>	
8.3 Equipped with engine intercooler	<input type="checkbox"/>	<input type="checkbox"/>	
8.4 Dry air filter with cyclone pre-filter, safety element and pollution control	<input type="checkbox"/>	<input type="checkbox"/>	
<b>9. HYDRAULIC SYSTEM</b>			
9.1 Sealed with full flow filtering, load sensing design with 77 gpm	<input type="checkbox"/>	<input type="checkbox"/>	
9.2 Working pressure 5200 psi	<input type="checkbox"/>	<input type="checkbox"/>	
9.3 Hydraulic tank capacity 66 gallons or equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
9.4 Ultra-fine filtration system (99% efficient) to protect hydraulics	<input type="checkbox"/>	<input type="checkbox"/>	
9.5 Computer free load sensing hydraulic system with energy saving flow, on demand control and pressure cut-off function	<input type="checkbox"/>	<input type="checkbox"/>	
9.6 Centralized pressure test ports	<input type="checkbox"/>	<input type="checkbox"/>	
9.7 Independent over-sized oil cooler	<input type="checkbox"/>	<input type="checkbox"/>	
<b>10. UNDERCARRIAGE</b>			
10.1 Undercarriage welded as rigid, torsion-free box-type design	<input type="checkbox"/>	<input type="checkbox"/>	
10.2 4-point outriggers at approximately 13" between outer edge	<input type="checkbox"/>	<input type="checkbox"/>	
10.3 Lockable storage compartment	<input type="checkbox"/>	<input type="checkbox"/>	
10.4 All-wheel drive via variable hydraulic motor with directly mounted automatic brake valve and 2-state power-shift gear, or equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
10.5 Heavy duty, extra wide, 36t axels	<input type="checkbox"/>	<input type="checkbox"/>	
10.6 Steering axle as hydraulically controllable oscillating axel	<input type="checkbox"/>	<input type="checkbox"/>	
10.7 Oscillating axle cylinders with safety check valves	<input type="checkbox"/>	<input type="checkbox"/>	
<b>11. UPPERCARRIAGE</b>			
11.1 Torsion-free upper frame with continuous bearing-plates precision machined	<input type="checkbox"/>	<input type="checkbox"/>	
11.2 Steel bushings for the boom pivot	<input type="checkbox"/>	<input type="checkbox"/>	
11.3 Separate radiator system for ambient temperatures, up to 122 degrees	<input type="checkbox"/>	<input type="checkbox"/>	
<b>12. TIRES</b>			
12.1 Solid rubber elastic 8x9.00-20, or equivalent	<input type="checkbox"/>	<input type="checkbox"/>	

Category/Technical Specifications	Complies?		
	Yes	No	Initial
<b>13. ELECTRICAL</b>			
13.1 80-amp alternator, 24-volt direct electric starting	<input type="checkbox"/>	<input type="checkbox"/>	
13.2 Electronic monitoring system with a standard gage package	<input type="checkbox"/>	<input type="checkbox"/>	
13.3 12 and 24 volt power with minimum of 8 amps	<input type="checkbox"/>	<input type="checkbox"/>	
13.4 Windshield wiper/washer system	<input type="checkbox"/>	<input type="checkbox"/>	
<b>14. CAB</b>			
14.1 Hydraulic elevating cab with operator's eye level 17' minimum	<input type="checkbox"/>	<input type="checkbox"/>	
14.2 ROPS cab to meet criteria SAE J1040 APR88 and ISO 3471-1994 criteria	<input type="checkbox"/>	<input type="checkbox"/>	
14.3 FOPS to meet SAE J231 JAN81 and ISO 3449:1992 Level 2	<input type="checkbox"/>	<input type="checkbox"/>	
14.4 Cab with doors and windows closed to meet requirements for operator and sound exposure limits according ISO 6396:1998	<input type="checkbox"/>	<input type="checkbox"/>	
14.5 Lockable cab with same key as ignition switch	<input type="checkbox"/>	<input type="checkbox"/>	
14.6 Diagnostic system for monitoring essential machine and engine functions with visual and audible warning system	<input type="checkbox"/>	<input type="checkbox"/>	
14.7 Full instrument panel with ergonomically shaped joy stick	<input type="checkbox"/>	<input type="checkbox"/>	
14.8 Adjustable steering column	<input type="checkbox"/>	<input type="checkbox"/>	
<b>15. SAFETY EQUIPMENT</b>			
15.1 Machine must be equipped with back up alarm	<input type="checkbox"/>	<input type="checkbox"/>	
15.2 4 Whelen model TIR6 500 series amber warning lights or equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
15.3 Internal and external rearview mirrors	<input type="checkbox"/>	<input type="checkbox"/>	
15.4 Glare-free instrument cluster	<input type="checkbox"/>	<input type="checkbox"/>	
15.5 Warning system for operational conditions	<input type="checkbox"/>	<input type="checkbox"/>	
<b>16. OPERATING DIMENSIONS</b>			
16.1 Ground clearance no less than 14"	<input type="checkbox"/>	<input type="checkbox"/>	
16.2 Overall cab height not to exceed 13' 2"	<input type="checkbox"/>	<input type="checkbox"/>	
16.3 Overall length with boom down not to exceed 31' 4"	<input type="checkbox"/>	<input type="checkbox"/>	
16.4 Overall width with riggers not to exceed 13' 0"	<input type="checkbox"/>	<input type="checkbox"/>	
<b>17. MACHINE GUARDING</b>			
17.1 Axel seal guards	<input type="checkbox"/>	<input type="checkbox"/>	
17.2 Steering cylinder guards	<input type="checkbox"/>	<input type="checkbox"/>	
17.3 Transmission and engine crankcase guard	<input type="checkbox"/>	<input type="checkbox"/>	
17.4 Headlight and taillight guards, if applicable	<input type="checkbox"/>	<input type="checkbox"/>	

Category/Technical Specifications	Complies?		
	Yes	No	Initial
17.5 Heavy duty entry ladder	<input type="checkbox"/>	<input type="checkbox"/>	
<b>18. FIRE SUPPRESSANT SYSTEM</b>			
18.1 A2030-2 Afex Dual Automatic Dry Chemical System with Linear Detection, Afex CMP Control Panel 12/24 volt	<input type="checkbox"/>	<input type="checkbox"/>	
18.2 Manual release in cab area with pneumatic releasing	<input type="checkbox"/>	<input type="checkbox"/>	
<b>19. HEATING/AC</b>			
19.1 Internal heating, defrosting and air conditioning, interior electric fan	<input type="checkbox"/>	<input type="checkbox"/>	
<b>20. ADDITIONAL EQUIPMENT REQUIREMENTS</b>			
20.1 Locks for fuel and hydraulic tank and all access doors	<input type="checkbox"/>	<input type="checkbox"/>	
20.2 Adjustable suspension seat with seat belts	<input type="checkbox"/>	<input type="checkbox"/>	
20.3 Back-up alarm	<input type="checkbox"/>	<input type="checkbox"/>	
20.4 Turn signals	<input type="checkbox"/>	<input type="checkbox"/>	
20.5 Exterior lighting for travel	<input type="checkbox"/>	<input type="checkbox"/>	
20.6 Front warning horn	<input type="checkbox"/>	<input type="checkbox"/>	
20.7 AM/FM radio	<input type="checkbox"/>	<input type="checkbox"/>	
20.8 Provision for 2-way radio	<input type="checkbox"/>	<input type="checkbox"/>	
20.9 Outside & inside mirrors - adjustable	<input type="checkbox"/>	<input type="checkbox"/>	
20.10 Interior lights	<input type="checkbox"/>	<input type="checkbox"/>	
20.11 Handrails	<input type="checkbox"/>	<input type="checkbox"/>	
20.12 Batteries - maintenance free with disconnect switch	<input type="checkbox"/>	<input type="checkbox"/>	
20.13 Provide Z-bar type linkage	<input type="checkbox"/>	<input type="checkbox"/>	
20.14 Automatic grease lubrication system	<input type="checkbox"/>	<input type="checkbox"/>	
20.15 Sound level – machine sound poser $L_{wa} = 100$ dB(A) Max.	<input type="checkbox"/>	<input type="checkbox"/>	
20.16 Sound pressure level – driver's seat $L_{pa} = 71$ dB(A) Max.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>21. REBUILD CAPABILITY</b>			
21.1 Bidder shall have the ability to perform a complete machine rebuild that is certified by the manufacturer	<input type="checkbox"/>	<input type="checkbox"/>	
21.2 Rebuild should have documented procedure available to CRRA upon request	<input type="checkbox"/>	<input type="checkbox"/>	
21.3 Rebuilt machine carries a "same as new" warranty at no cost	<input type="checkbox"/>	<input type="checkbox"/>	
21.4 Rebuild must qualify for extended warranty options	<input type="checkbox"/>	<input type="checkbox"/>	
21.5 Rebuild shall include engine dynamometer test and transmission and hydraulic pumps must be bench tested with proof of test results upon request	<input type="checkbox"/>	<input type="checkbox"/>	

Category/Technical Specifications	Complies?		
	Yes	No	Initial
<b>22. WARRANTY</b>			
22.1 24 months, 4000 hours – full machine warranty 36 months, 6000 hours – power-train warranty 60 months, 10,000 hours – structural warranty	<input type="checkbox"/>	<input type="checkbox"/>	
22.2 Oil sampling provided at no charge during the warranty period; oil sample must be analyzed by OEM certified lab; written qualifications of factory approval to be provided with bid	<input type="checkbox"/>	<input type="checkbox"/>	
22.3 Unit must include a 3-year preventative maintenance program to include all scheduled filter and fluid changes as called out by the manufacture’s published schedule and to be performed at a minimum of every 250 hours. This is to include all related costs such as travel time and mileage. The copy of the proposed preventative maintenance plan shall be attached to the bid.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>23. MANUALS</b>			
23.1 Three (3) operating and three (3) service manuals provided by supplier. Include all standard features not directly specified which the manufacturer normally offers as standard equipment and quote in the base price.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>24. MACHINE INFORMATION SYSTEM</b>			
24.1 The ability to monitor from an office critical machine functions via GPS including machine location, hours, and fault codes or an equivalent system	<input type="checkbox"/>	<input type="checkbox"/>	
<b>25. PARTS SUPPLY</b>			
25.1 The ability to supply 98% of parts within a 24-hour period	<input type="checkbox"/>	<input type="checkbox"/>	

**REQUEST FOR BIDS  
FOR THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 7**

**BID PRICE AND DELIVERY TIMEFRAME FORM**



<b>BID PRICE AND DELIVERY TIMEFRAME FORM</b>
--

**PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY  
(RFB Number 11-OP-007)**

**1. Bid Price**

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

<b>Total Lump Sum Bid Price</b>	
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 Mobile Grapple-Crane to the Waste Processing Facility within the following number of days:

	Days
--	------

**REQUEST FOR BIDS  
FOR THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 8**

**REFERENCES FORM**



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

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

**REFERENCE 1**

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

**REFERENCE 2**

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

**REFERENCE 3**

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

**REQUEST FOR BIDS  
FOR THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 9**

**AFFIDAVIT CONCERNING  
NONDISCRIMINATION**



**AFFIDAVIT CONCERNING  
NONDISCRIMINATION**

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

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

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

1. Contractor seeks to enter into the "Agreement for the Purchase of a Grapple Crane for the Mid-Connecticut Waste Processing Facility" (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

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

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

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

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

\_\_\_\_\_  
Commission Expiration Date

**REQUEST FOR BIDS  
FOR THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 10**

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

**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 THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING 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.:** 11-OP-007

**CONTRACT:** Agreement for the Purchase of a Mobile Grapple-Crane for the Mid-Connecticut Waste Processing Facility

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE OF BID] 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 Mobile Grapple-Crane for the Mid-Connecticut Waste Processing Facility" (the "Work").

You are hereby notified that your Bid has been accepted for the Work. The compensation for the Work is as specified in **Exhibit C** ("Purchase Price and Payment Schedule") of the Agreement.

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

- (a) Execute the two attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes:
  - (1) Entering the name of the State/Commonwealth in which Seller is organized in "Organization and Good Standing" Section (Section 3.1.1, Page 7) of the Agreement;
  - (2) Entering the requested information in the "Notices" Section (Section 10.10, Page 15) of the Agreement;
  - (3) Signing the Agreement (Page 17);
  - (4) Printing the signer's name under the signature line (Page 17); and
  - (5) 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) Execute the attached Affidavit Concerning Consulting Fees and deliver such executed Affidavit to CRRA;
- (d) Deliver to CRRA the requisite certificates of insurance as specified in Article 6 of the Agreement [Please be advised that this is the area in which Consultants seem to have the most difficulty. CRRA requires that the certificate submitted show evidence of exactly the insurance requirements specified in the Agreement. For example, if the Agreement specifies automobile insurance for “any” vehicles, the “any” vehicle box on the certificate must be checked];
- (e) Complete and deliver to CRRA the attached Form W-9, “Request for Taxpayer Identification Number and Certification;” and
- (f) If the remittance address/contact information for the Services is different from the address/contact information indicated on Page 1 of this “Notice of Award,” provide such remittance address/contact information in the following table;

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

- (g) 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 (f) 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 \_\_, 2011.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Ronald E. Gingerich  
Title: Development Manager

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

By:

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

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

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

**ATTACHMENT A**

**To**

**NOTICE OF AWARD**

**CONTRACTORS CERTIFICATION CONCERNING  
GIFTS**



**CONTRACTOR'S CERTIFICATION  
CONCERNING GIFTS**

**PURCHASE OF A MOBILE GRAPPLE-CRANE FOR THE  
MID-CONNECTICUT WASTE PROCESSING 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/statement of qualifications submitter for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal/statement of qualifications for the "Agreement for the Purchase of a Mobile Grapple-Crane for the Mid-Connecticut Waste Processing Facility" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between February 1, 2011 and the date of execution of the Agreement, by
  - (a) The Contractor,
  - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
  - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal/qualifications 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

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

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

John Romano, Project Manager
Peter Egan, Director of Environmental Affairs and Acting Director of Operations

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

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

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

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

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

State Of: \_\_\_\_\_

County Of: \_\_\_\_\_

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

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

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

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

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

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

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

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

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

**ATTACHMENT B**

**To**

**NOTICE OF AWARD**

**AFFIDAVIT CONCERNING CONSULTING FEES**



**AFFIDAVIT CONCERNING  
CONSULTING FEES**

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

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

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

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

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

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

**TABLE 1: Disclosure of Consulting Agreements**

**(If Contractor has not entered into any consulting agreements<sup>2</sup> in connection with the Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")**

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

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

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

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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

\_\_\_\_\_  
Commission Expiration Date

**REQUEST FOR BIDS  
FOR THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 12**

**NOTICE TO PROCEED**



**NOTICE TO PROCEED**

**TO:** [NAME OF SELLER CONTACT]  
[NAME OF SELLER FIRM]  
[ADDRESS OF SELLER]

**PROJECT:** Mid-Connecticut

**CONTRACT NO.:** [TO BE ADDED LATER BY CRRA]

**CONTRACT:** Agreement for the Purchase of a Mobile Grapple-Crane for the Mid-Connecticut Waste Processing Facility

You are hereby notified to commence the Work related to the “Agreement for the Purchase of a Mobile Grapple-Crane for the Mid-Connecticut Waste Processing Facility” (the “Agreement”) in accordance with the Agreement dated [DATE OF AGREEMENT], and that the Contract Time under the Agreement will commence to run on [DATE CONTRACT TIME STARTS]. By this date, you are to start performing the Work required by the Contract Documents. Pursuant to the Agreement, the date for completing all of the Work related to the purchase of a mobile grapple-crane for the Mid-Connecticut Waste Processing Facility and having such Work ready for CRRA’s acceptance is as follows:

Completion Date: [COMPLETION DATE]

You are required to acknowledge your receipt of this Notice To Proceed by signing below and returning such receipted Notice To Proceed to CRRA at the following address:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, CT 06103  
Attention: [NAME OF CRRA OFFICIAL]

Dated this [DAY] day of [MONTH], 2011.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
[NAME OF CRRA OFFICIAL]  
Title: [TITLE OF CRRA OFFICIAL]

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE TO PROCEED is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

By:

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

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

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

**REQUEST FOR BIDS  
FOR THE  
PURCHASE OF A MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**SECTION 13**

**AGREEMENT FOR THE PURCHASE OF A  
MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING  
FACILITY**

**AGREEMENT  
FOR THE  
PURCHASE OF A  
MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT  
WASTE PROCESSING FACILITY  
AGREEMENT**

**BETWEEN**

**CONNECTICUT RESOURCES RECOVERY  
AUTHORITY**

**AND**

**[NAME OF SELLER]**

Dated as of \_\_\_\_\_, 2011

# AGREEMENT FOR THE PURCHASE OF A MOBILE GRAPPLE-CRANE FOR THE MID-CONNECTICUT WASTE PROCESSING FACILITY

## CONTENTS

<b>PRELIMINARY STATEMENT .....</b>	<b>3</b>
<b>1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION.....</b>	<b>3</b>
1.1 Definitions .....	3
1.2 Construction And Interpretation.....	4
<b>2. SALE OF GRAPPLE CRANE, START-UP AND ACCEPTANCE.....</b>	<b>5</b>
2.1 Sale of Mobile Grapple-Crane .....	5
2.2 Purchase Price .....	5
2.3 Payment Schedule.....	6
2.4 State of Connecticut Taxes .....	6
<b>3. REPRESENTATIONS, WARRANTIES AND COVENANTS .....</b>	<b>7</b>
3.1 Representations, Warranties and Covenants of the Seller .....	7
3.2 Representations, Warranties and Agreements of the Buyer .....	8
3.3 Survival of Representations and Warranties .....	8
<b>4. DELIVERY .....</b>	<b>8</b>
4.1 Delivery.....	8
4.2 Time Is Of The Essence.....	9
4.3 Documents to be Delivered by the Seller .....	9
<b>5. CONDITIONS .....</b>	<b>9</b>
5.1 Representations and Warranties.....	9
5.2 Performance.....	9
5.3 Governmental Action.....	10
<b>6. RISK OF LOSS.....</b>	<b>10</b>
<b>7. INSURANCE AND INDEMNIFICATION.....</b>	<b>10</b>
7.1 Required Insurance .....	10
7.2 Deductibles and Self-Insured Retentions .....	11
7.3 Other Insurance Provisions .....	11
7.4 Acceptability of Insurance.....	11
7.5 Verification of Coverage .....	12
7.6 Subcontractors .....	12
7.7 Indemnification .....	12
<b>8. SELLER WARRANTIES.....</b>	<b>12</b>
<b>9. BUYER FINANCING OPTION.....</b>	<b>13</b>
<b>10. MISCELLANEOUS.....</b>	<b>13</b>
10.1 Non-Discrimination .....	13
10.2 Brokerage.....	14
10.3 Proprietary Information .....	14
10.4 Mechanic's Liens .....	14
10.5 Entire Agreement.....	15

10.6	Governing Law.....	15
10.7	Assignment.....	15
10.8	No Waiver.....	15
10.9	Modification .....	15
10.10	Notices.....	16
10.11	Benefit and Burden.....	16
10.12	Severability .....	16
10.13	Counterparts.....	16
10.14	Campaign Contribution And Solicitation Prohibitions .....	17
10.15	Affidavit Concerning Nondiscrimination.....	17
10.16	Affidavit Concerning Consulting Fees .....	17
10.17	Contractor's Certification Concerning Gifts .....	17
10.18	President's Certification Concerning Gifts.....	17

- EXHIBIT A: Technical Specifications
- EXHIBIT B: Project Schedule
- EXHIBIT C: Purchase Price and Payment Schedule
- EXHIBIT D: Warranties
- EXHIBIT E: SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
- EXHIBIT F: Affidavit Concerning Nondiscrimination
- EXHIBIT G: Affidavit Concerning Nondiscrimination
- EXHIBIT H: Contractor's Certification Concerning Gifts
- EXHIBIT I: CRRRA President's Certification Concerning Gifts

This **AGREEMENT FOR THE PURCHASE OF A MOBILE GRAPPLE-CRANE FOR THE MID-CONNECTICUT WASTE PROCESSING FACILITY** (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 (hereinafter “Buyer”) and **[NAME OF SUCCESSFUL BIDDER]**, having its principal place of business at **[ADDRESS OF SUCCESSFUL BIDDER]** (hereinafter “Seller”).

## **PRELIMINARY STATEMENT**

**WHEREAS**, Seller will manufacture, assemble, deliver, and provide pre-delivery testing for a certain Mobile Grapple-Crane for the Mid-Connecticut Waste Processing Facility (the “Mobile Grapple-Crane”) more particularly described on **Exhibit A** attached hereto and made a part hereof (the “Technical Specifications”); and

**WHEREAS**, Buyer desires to purchase and the Seller desires to sell and transfer to the Buyer the Mobile Grapple-Crane upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

### **1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION**

#### **1.1 Definitions**

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

##### **1.1.1 Acceptance Date**

“Acceptance Date” means the date on which the following has occurred:

- (a) Seller has completed all pre-delivery testing of the Mobile Grapple-Crane and provided Buyer with the documentation data from the pre-delivery testing, and Buyer accepts the results of said pre-delivery testing; and
- (b) Buyer has received and accepted the Mobile Grapple-Crane defined below.

### 1.1.2 Contract Documents

“Contract Documents” means this Agreement (including all exhibits attached hereto), the Notice To Proceed (as defined herein) and any written amendments to any of the Contract Documents.

### 1.1.3 Delivery Date

“Delivery Date” means the number of days or the date, as set forth in **Exhibit B** of this Agreement, to perform and complete the Work and have such Work ready for Buyer’s acceptance.

### 1.1.4 Effective Date

“Effective Date” means the date set forth above in this Agreement.

### 1.1.5 Laws And Regulations

“Laws And Regulations” means any and all applicable current or future 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.

### 1.1.6 Project

“Project” means all of the Work associated with this Agreement.

### 1.1.7 Property

“Property” means the certain parcel of real property owned by Buyer and located at 300 Maxim Road, Gate 70, Hartford, Connecticut 06114.

### 1.1.8 Waste Processing Facility

“Waste Processing Facility” means the Mid-Connecticut Waste Processing Facility which Buyer operates on the Property.

## 1.2 **Construction And Interpretation**

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Sub-section;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

## **2. SALE OF GRAPPLE CRANE, START-UP AND ACCEPTANCE**

### **2.1 Sale of Mobile Grapple-Crane**

The Seller hereby sells and the Buyer hereby purchases the Mobile Grapple-Crane as set forth in **Exhibit A** which includes a written description and the Seller’s brochures for the Mobile Grapple-Crane. The Seller shall execute and deliver all such instruments of conveyance and other documents as may be reasonably requested by the Buyer to make effective the transfer and vesting of title to the Mobile Grapple-Crane in Buyer as provided in this Agreement, including, without limitation, a bill of sale for the Mobile Grapple-Crane.

### **2.2 Purchase Price**

The lump sum price (hereafter the “Purchase Price”) for the Mobile Grapple-Crane shall be the amount set forth in **Exhibit C** attached hereto and made a part hereof, which Purchase Price shall be payable as set forth in Section 2.3 below. Seller acknowledges and agrees that the Purchase Price constitutes the full compensation to Seller for the Work to be performed by Seller hereunder and includes all expenses and costs to be incurred by Seller in performing such Work and Seller shall receive no other compensation from Buyer for its performance under this Agreement. No claim(s) will be made by Seller on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or the Work under this Agreement, and each and every such claim is hereby expressly waived by Seller.

## 2.3 Payment Schedule

The Pricing is F.O.B. at the Waste Processing Facility with payment terms as specified in Exhibit C.

Seller shall render an invoice to Buyer at the completion of all Work, which invoice shall contain at least the following information:

- (a) A description of the work performed and materials provided;
- (b) The purchase order number for this Work (to be provided by Buyer); and
- (c) The contract number for this Agreement (to be provided by Buyer).

If Buyer determines in its sole and absolute discretion that the payment requested in the invoice is proper and has been completed in conformance with this Agreement, then Buyer shall pay the amount requested in the invoice within thirty (30) days after Buyer's receipt of the invoice. If, however, Buyer determines that the work or Mobile Grapple-Crane provided in the invoice is unsatisfactory or not in conformance with this Agreement, then Buyer may, in its sole and absolute discretion, withhold all or a portion of the payment requested by Seller, and Seller shall, if requested by Buyer, immediately take, at Seller's sole cost and expense, all action necessary to render such work or Mobile Grapple-Crane in conformance with the terms of this Agreement. Buyer shall have no obligation under this Agreement to pay for any work or Mobile Grapple-Crane that Buyer determines has not been performed in conformance with the terms of this Agreement.

## 2.4 State of Connecticut Taxes

Pursuant to Section 22a-270 of the *Connecticut General Statutes* (as the same may be amended or superceded from time to time), Buyer is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a Buyer Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Seller shall not include in the fees, and Seller shall not charge or pass through any Connecticut Taxes to Buyer, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Seller has incurred any Connecticut State Taxes in its performance of the Agreement.

Buyer expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Work contemplated by this Agreement.

Seller should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services ("DRS") and any other applicable tax authority, with regard to such tax authorities' policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Work

contemplated by this Agreement, and whether or not there is a mechanism available to Seller for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Work contemplated by this Agreement.

Seller and Buyer agree that Seller is and shall act as an independent contractor. Notwithstanding Seller's status as an independent contractor, but without limiting Seller's obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Work, for the sole purpose of allowing Buyer to benefit from the aforesaid exemption, Buyer shall designate, and Seller has agreed to act, as Buyer's agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Work hereunder for the account of Buyer, and with funds provided as reimbursement therefore by Buyer.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS**

#### **3.1 Representations, Warranties and Covenants of the Seller**

The Seller hereby represents, warrants and covenants that:

##### **3.1.1 Organization and Good Standing**

Seller is a corporation duly organized, validly existing and in good standing under the laws of the State/Commonwealth of \_\_\_\_\_, with the power and authority to own and sell the Mobile Grapple-Crane.

##### **3.1.2 Authorization of Agreement**

The execution, delivery and performance of this Agreement and all related agreements and other documents required to be delivered by the Seller, and the transactions contemplated by this Agreement have been duly and validly authorized by all necessary action on the part of the Seller, and will not violate any law, government rule or regulation, or the bylaws of the Seller, or result in a default under any agreement, contract or other document to which the Seller is a party or by which the Seller is bound.

##### **3.1.3 Title to Mobile Grapple-Crane**

As required under this Agreement, Seller shall own the Mobile Grapple-Crane and have all legal right to transfer good and marketable title thereto the Buyer, free and clear of all liens, mortgages, security interests, pledges, claims, charges and encumbrances of any nature whatsoever.

##### **3.1.4 Conditions of the Mobile Grapple-Crane**

The Mobile Grapple-Crane is new or is reconditioned to new standards and conforms to all applicable laws. The Seller does not have knowledge or notice of any

defect, inadequacy or violation of any law, rule or regulation, relating to the Mobile Grapple-Crane.

### 3.1.5 Patent Rights

Seller warrants that it has legally obtained all the patents, patent applications and other patent rights for the Mobile Grapple-Crane (the "Patent Rights"). Seller warrants that the Patent Rights are in full force, that it can grant the rights to the Patent Rights pursuant to this Agreement, and that the Patent Rights do not infringe the property rights of any third party. Buyer shall immediately notify Seller in writing of all Patent Rights infringement claims made or infringement suits instituted against Buyer. Seller shall defend Buyer in any such suit that may be instituted against Seller for the alleged infringement, provided Buyer cooperates fully with Seller in such defense. Seller agrees to indemnify Buyer against all losses, damages, costs, or attorneys' fees that may be suffered by Buyer as a result of any such infringement suit or claim.

## 3.2 **Representations, Warranties and Agreements of the Buyer**

Buyer hereby represents, warrants and covenants that:

### 3.2.1 Organization and Good Standing

The Buyer is a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, validly existing and in good standing under laws of the State of Connecticut.

### 3.2.2 Authorization of Agreement

The execution, delivery and performance of this Agreement and all related agreements and other documents required to be delivered by the Buyer hereunder, and the transactions contemplated by this Agreement, have been duly and validly authorized by all necessary corporate action on the part of the Buyer.

## 3.3 **Survival of Representations and Warranties**

The representations and warranties of the parties contained in this Article 3 shall survive the Closing.

# 4. DELIVERY

## 4.1 **Delivery**

Seller shall deliver the Mobile Grapple-Crane to the Waste Processing Facility no later than the Delivery Date.

## 4.2 Time Is Of The Essence

Seller and Buyer hereby acknowledge and agree that time is of the essence with respect to Seller's delivery of the Mobile Grapple-Crane herein. If Seller does not deliver the Mobile Grapple-Crane by the Delivery Date as required hereunder, Seller shall be obligated to pay Buyer a per diem delay penalty of Three Hundred Dollars (\$300.00) per day. The Mobile Grapple-Crane and any related components shall be delivered and tested by Seller in accordance with Section 2.1 and the Mobile Grapple-Crane must be operable and in running condition for regular day-to-day use at the Waste Processing Facility.

## 4.3 Documents to be Delivered by the Seller

Prior to delivery of the Mobile Grapple-Crane, the Seller shall deliver to the Buyer the following documents:

- (a) Instruments of assignments, transfer, and conveyance as may be necessary to transfer the Mobile Grapple-Crane to the Buyer;
- (b) Releases of any and all liens, security interests or other encumbrances regarding the Mobile Grapple-Crane;
- (c) All manufacturer's warranties or assignments of existing warranties on the Mobile Grapple-Crane as set forth hereto and made a part hereof as **Exhibit D** (the "Warranties"); and
- (d) All manuals reasonably satisfactory to Buyer and Seller that set forth procedures for the operation and maintenance of the Mobile Grapple-Crane. The O&M manual shall provide such detail as is reasonably necessary to enable Buyer to operate and maintain the Mobile Grapple-Crane in a manner that will cause the Mobile Grapple-Crane to operate consistent with the Seller's and manufacturer's maintenance and operation guidelines.

## 5. CONDITIONS

The obligation of the Buyer to purchase the Mobile Grapple-Crane is subject to the prior fulfillment of each of the following conditions:

### 5.1 Representations and Warranties

Each representation and warranty made by the Seller in connection with the transactions contemplated hereby shall be true and accurate as of the Delivery Date.

### 5.2 Performance

The Seller shall have performed and complied with all of the terms and conditions required by this Agreement.

### 5.3 Governmental Action

There shall not have been instituted or threatened, on or before the Delivery Date, any action or proceeding before any court or governmental agency or body or by a public authority to restrict or prohibit the sale by the Seller or the acquisition by the Buyer of the Mobile Grapple-Crane as contemplated hereby.

## 6. RISK OF LOSS

Until delivery is completed on the Delivery Date in accordance with terms and conditions of this Agreement, Seller shall bear the risk of loss regarding the Mobile Grapple-Crane.

## 7. INSURANCE AND INDEMNIFICATION

### 7.1 Required Insurance

At all times during the term of this Agreement, Seller shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder performed by the Seller, its agents, employees or subcontractors.

#### 7.1.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (a) Commercial General Liability written on an Occurrence policy form;
- (b) Automobile Liability insurance Combined Single Limit;
- (c) Workers' Compensation insurance as required by the State in which work is being done; and
- (d) Employers' Liability insurance.

#### 7.1.2 Minimum Limits of Insurance

Seller shall maintain limits no less than:

- (a) General Liability:
  - \$1,000,000 Each Occurrence;
  - \$2,000,000 General Aggregate;
  - \$2,000,000 Products-Completed Operations Aggregate; and
  - \$1,000,000 Personal and Advertising Injury.
- (b) Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage;  
include Owned, Hired, and Non-Owned Auto Liability.

(c) Workers' Compensation:

Statutory Limits.

(d) Employers' Liability:

\$1,000,000 Each Accident;  
\$1,000,000 Disease-Policy Limit; and  
\$1,000,000 Disease-Each Employee.

## 7.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by CRRA. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Seller shall pay such deductible.

## 7.3 Other Insurance Provisions

All policies are to contain, or be endorsed to contain, the following provisions:

- (a) CRRA must be included as an additional insured on all liability insurance including General Liability and Automobile Liability. The General Liability Additional Insured endorsement must include "on-going operations" and "completed operations" coverage for the additional insured.
- (b) It shall be an affirmative obligation upon Consultant to advise CRRA's Risk Manager by fax (860-757-7741), by e-mail (lmartin@crra.org), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722), within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.
- (c) Seller's insurance must be primary and no contributions shall be permitted from any insurance or self-insurance of CRRA.
- (d) Seller waives, and requires their insurers to waive by endorsement, subrogation rights against CRRA for losses and damages incurred under the insurance policies required by the subcontract agreement.

## 7.4 Acceptability of Insurance

Insurance companies must be rated A-VII or better by A.M. Best. Insurance carriers should be lawfully authorized to do business in the jurisdiction where the work is being performed, unless otherwise approved by CRRA.

CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for:

- (a) The existence, non-existence, form or legal sufficiency of the insurance described on such certificate,
- (b) The solvency of any insurer, or
- (c) The payment of losses.

#### **7.5 Verification of Coverage**

No work will be performed by Seller until a certificate of insurance is submitted complying with all these insurance requirements.

#### **7.6 Subcontractors**

Seller shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

#### **7.7 Indemnification**

Contractor shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, liability, workers' compensation payments and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents, employees or other contractors, or (b) Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 7.7 shall survive the termination or expiration of this Agreement.

### **8. SELLER WARRANTIES**

For a period of two (2) years following the Acceptance Date of the Mobile Grapple-Crane (the "Warranty Period"), Seller warrants the Mobile Grapple-Crane will be free from defects in design, workmanship and material under normal use and service. In connection therewith, Seller shall obtain all warranties and guarantees for all equipment, materials, and the Mobile Grapple-Crane furnished hereunder by Seller that are assignable to Buyer, Seller shall assign such warranties and guarantees to Buyer, and Seller shall provide to Buyer all such warranties within 15 days after Buyer's acceptance

of the Mobile Grapple-Crane. Seller shall be obligated to repair or replace, and provide all necessary and related labor, at its sole cost and expense, any materials or equipment which are or become defective during the Warranty Period. Seller further warrants that upon installation of the Mobile Grapple-Crane and the payment therefor, the Mobile Grapple-Crane and all materials furnished under this Agreement will be free from any and all claims, demands and encumbrances, and that Seller will defend title thereto. Seller's obligations under this Section shall survive the termination of this Agreement.

## **9. BUYER FINANCING OPTION**

Buyer reserves the right to finance the purchase of the Mobile Grapple-Crane through a third party which may include, but not be limited to, a third party loan or a third party lease-purchase agreement. In any such financing arrangement, the terms and conditions of this Agreement shall remain in full force and effect.

## **10. MISCELLANEOUS**

### **10.1 Non-Discrimination**

Seller agrees to the following:

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

representative and vendor of Seller's commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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

## **10.2 Brokerage**

Each party represents and warrants that there are no brokerage commissions or finder's fees due to anyone in connection with the transactions contemplated by this Agreement. Each party agrees to indemnify and hold harmless the other party against any claim successfully maintained for such brokerage commission or finder's fee, including all costs and reasonable attorneys' fees incurred in the defense of same, where such claim constitutes a breach of the foregoing representation and warranty by the indemnifying party.

## **10.3 Proprietary Information**

Seller shall not use, publish, distribute, sell or divulge any information obtained from Buyer by virtue of this Agreement for Seller's own purposes or for the benefit of any person, firm, corporation or other entity (other than Buyer) without the prior written consent of Buyer. Any report or other work product prepared by Seller in connection with the performance of the Work hereunder shall be owned solely and exclusively by Buyer and cannot be used by Seller for any purpose beyond the scope of this Agreement without the prior written consent of Buyer.

## **10.4 Mechanic's Liens**

Seller shall claim no interest in the Property or any equipment, fixtures or improvements located or to be located thereon, including but not limited to the Site or any part thereof. Seller shall not file any mechanic's liens or other liens or security interests against Buyer or any of its properties, including but not limited to the Property. Seller shall defend, indemnify and hold harmless Buyer against all costs associated with the filing of such liens or interests by Seller or any of its subcontractors or materialmen. Before any subcontractor or materialman of Seller commences any Work hereunder, Seller shall deliver to Buyer an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's

lien is filed against Buyer or any of its properties in connection with the Work hereunder, Seller shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Seller fails to do so, Buyer may, at its option but without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at Buyer's election, shall be either deducted from any payment due to Seller hereunder or reimbursed to Buyer promptly upon demand by Buyer to Seller.

#### **10.5 Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

#### **10.6 Governing Law**

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

#### **10.7 Assignment**

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void.

#### **10.8 No Waiver**

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of Buyer or Seller thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

#### **10.9 Modification**

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this Agreement unless this Agreement is formally amended, modified or supplemented.

**10.10 Notices**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below.

(a) If to Buyer:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: [NAME OF CRRA OFFICIAL]

With a copy to:

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

(b) If to Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**10.11 Benefit and Burden**

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

**10.12 Severability**

Buyer and Seller hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

**10.13 Counterparts**

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

**10.14 Campaign Contribution And Solicitation Prohibitions**

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

**10.15 Affidavit Concerning Nondiscrimination**

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

**10.16 Affidavit Concerning Consulting Fees**

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

**10.17 Contractor’s Certification Concerning Gifts**

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

**10.18 President’s Certification Concerning Gifts**

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: \_\_\_\_\_  
Thomas D. Kirk  
Its President  
Duly Authorized

[SELLER]

By: \_\_\_\_\_  
\_\_\_\_\_  
[Print/Type Name]  
Its \_\_\_\_\_  
Duly Authorized [Title]

**EXHIBIT A**

**To**

**AGREEMENT FOR THE PURCHASE OF A  
MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY  
TECHNICAL SPECIFICATIONS**

## **TECHNICAL SPECIFICATIONS**

[The successful bidder's "Technical Specifications Compliance Form" that was submitted by the successful bidder as part of its bid will be added by CRRA.]

**EXHIBIT B**

**To**

**AGREEMENT FOR THE PURCHASE OF A  
MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY  
PROJECT SCHEDULE**

## PROJECT SCHEDULE

<b>Delivery Date</b>	<p>A total of __ ( ) days are allowed to complete the Work and have such Work ready for acceptance by CRRA. Seller shall commence performance of the Work upon CRRA's issuance to Seller of the Notice To Proceed.</p> <p>[Blanks to be filled in based on successful bidder's "Bid Price and Delivery Timeframe Form."]</p>
----------------------	--

**EXHIBIT C**

To

**AGREEMENT FOR THE PURCHASE OF A  
MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY  
PURCHASE PRICE AND PAYMENT SCHEDULE**

# PURCHASE PRICE AND PAYMENT SCHEDULE

[The "Purchase Price and Payment Schedule" will be added by CRRA based on the successful bidder's "Bid Price and Delivery Timeframe Form," as such Form may be modified as a result of negotiations between CRRA and the successful bidder.]

## 1. Purchase Price

Seller will complete the Work as specified in the Contract Documents for the Mobile Grapple-Crane for the Mid-Connecticut Waste Processing Facility for the following lump sum purchase price.

Total Lump Sum Purchase Price	
Dollars	Cents
(Numbers)	

(Words)

## 2. Payment Schedule

Milestone	Percent of Total Purchase Price
Delivery	100%
<b>TOTAL</b>	<b>100%</b>

**EXHIBIT D**

**To**

**AGREEMENT FOR THE PURCHASE OF A  
MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY  
WARRANTIES**

## **WARRANTIES**

[To be added pursuant to Section 4.3(c) of the Agreement.]

**EXHIBIT E**

To

**AGREEMENT FOR THE PURCHASE OF A  
MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY  
SEEC FORM 11  
NOTICE TO EXECUTIVE BRANCH STATE  
CONTRACTORS AND PROSPECTIVE STATE  
CONTRACTORS OF CAMPAIGN CONTRIBUTION  
AND SOLICITATION BAN**

**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.

**EXHIBIT F**

**To**

**AGREEMENT FOR THE PURCHASE OF A  
MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY  
AFFIDAVIT CONCERNING NONDISCRIMINATION**

# **AFFIDAVIT CONCERNING NONDISCRIMINATION**

[The successful bidder's Affidavit Concerning Nondiscrimination that was submitted with the successful bidder's bid will be added by CRRA.]

**EXHIBIT G**

**To**

**AGREEMENT FOR THE PURCHASE OF A  
MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY  
AFFIDAVIT CONCERNING CONSULTING FEES**

## **AFFIDAVIT CONCERNING CONSULTING FEES**

[The Seller's "Affidavit Concerning Consulting Fees" that was submitted with the Seller's "Notice of Award" will be added by CRRA.]

**EXHIBIT H**

To

**AGREEMENT FOR THE PURCHASE OF A  
MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY  
CONTRACTOR'S CERTIFICATION CONCERNING  
GIFTS**

# CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

[The Seller's "Contractor's Certification Concerning Gifts" that was submitted with the Seller's "Notice Of Award" will be added by CRRRA.]

**EXHIBIT I**

**To**

**AGREEMENT FOR THE PURCHASE OF A  
MOBILE GRAPPLE-CRANE  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**CRRA PRESIDENT'S CERTIFICATION  
CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION  
CONCERNING GIFTS**

**AGREEMENT FOR THE PURCHASE OF A MOBILE GRAPPLE-CRANE FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**Awarded To**

**[NAME OF SELLER]**

(This CERTIFICATION is to be signed by the President of CRRRA  
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Agreement for the Purchase of a Mobile Grapple-Crane for the Mid-Connecticut Waste Processing Facility" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Connecticut Resources Recovery Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

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