

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**ADDENDUM NO. 2  
Issued January 30, 2007**

**TO**

**“REQUEST FOR BIDS  
FOR  
SHELTON LANDFILL GAS FLARE AIR EMISSIONS TESTING  
(Bid Number 2007E001)  
(RFB Issued January 8, 2007)”**

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

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This Addendum consists of the Connecticut Resources Recovery Authority's (CRRA) revision of the Bid Form for the Request for Bids (RFB) for Shelton Landfill Gas Flare Air Emissions Testing. Specifically, Section 13(e) of the Bid Form has been revised to reflect the correct titles of the Campaign Contribution Restriction forms included in the RFB. These two forms are among the forms that must be attached to a bid.

The revised Bid Form is attached. In addition, the revised Bid Form has been posted as one of the forms available for downloading in Microsoft Word format. It is available under the “Business Opportunities” page at <http://www.crra.org>.

# BID FORM

**PROJECT:** Bridgeport

**CONTRACT NUMBER:** \_\_\_\_\_ (To be filled in later by CRRA)

**CONTRACT FOR:** Shelton Landfill Gas Flare Air Emissions Testing

**BIDS 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 the required number of counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (c) 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 enter into and execute the Agreement included in the Contract Documents;
- (b) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement; and

- (c) At the request of CRRA and if the successful Bidder qualifies, the successful Bidder shall apply with the State of Connecticut Department of Economic and Community Development, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/ Disabled Person Business Enterprise in accordance with Section 32-9e of the *Connecticut General Statutes*.

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

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB, are non-negotiable, and Bidder is willing to and shall, if CRRA accepts its Bid for the Services and issues a Notice Of Award to Bidder, execute such Agreement. However, CRRA reserves the right to negotiate with Bidder over Bidder’s price and rates for the Services submitted on its Not-To-Exceed Bid Price And Payment Rate Schedule Form.

**5. BIDDER’S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this Bid, Bidder represents that:

- (a) Bidder has thoroughly examined and carefully studied the RFB package documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

| Addendum Number | Date Issued |
|-----------------|-------------|
|                 |             |
|                 |             |
|                 |             |
|                 |             |

- (b) Without exception the Bid is premised upon performing, furnishing and completing the Services 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 Services;
- (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 any 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) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Services;
- (h) Bidder is aware of the general nature of work to be performed by CRRA and others at the Site that relates to the Services for which this Bid is submitted; and
- (i) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Services 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 this RFB package relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the bidders;
- (b) CRRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site(s);
- (c) Bidder is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Services.

## **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 Services.

#### **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 its Bid or any 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 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) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, other than CRRA;
- (b) 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 with any other person or company;
- (c) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to "opening" to any other person or company;

- (d) 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;
- (e) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; and
- (f) Bidder has not sought by collusion to obtain for itself any advantage for the Services over any other Bidder for the Services 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 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 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. 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 Services (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

## **13. ATTACHMENTS**

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

- (a) The completed Not-To-Exceed Bid Price And Payment Rate Schedule Form;
- (b) Answers to the Issues And Questions To Be Addressed with a written answer provided to each question and each answer beginning on a new page;

- (c) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety, which has been completely filled out by Bidder;
- (d) Affidavit Of Third Party Fees, which has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (e) Campaign Contribution Restriction Affidavit (SEEC Form SC 3), which has been completely filled out by the Bidder and signed by the chief executive officer of the Bidder before a Notary Public or Commissioner of the Superior Court, and the List Of Principals (SEEC Form SC 3A), which has been completely filled out by the Bidder; and
- (f) Background Questionnaire, which has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court.

**14. NOTICES**

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

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

**15. ADDITIONAL REPRESENTATION**

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

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[SIGNATURE PAGE FOLLOWS]

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 200\_\_

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