



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

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

FOR

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

BID DUE DATE – AUGUST 26, 2009

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

July 27, 2009

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

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

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

SECTION 1

**NOTICE TO CONTRACTORS
INVITATION TO BID**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO CONTRACTORS – INVITATION TO BID

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

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

Request For Bid (“RFB”) package documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **Monday, July 27, 2009**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

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

Sealed bids must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Wednesday, August 26, 2009. Bids received after the time and date set forth above shall be rejected. All bids shall remain open for ninety (90) days after the bid due date.

Bids will be opened at CRRA’s convenience on or after the bid due date. Note that all information submitted by a firm responding to this RFB is subject to the Freedom of Information Act.

All questions regarding this RFB must be submitted **in writing** to Ronald Gingerich, by e-mail (rgingerich@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., Wednesday, August 12, 2009. Subject to the discretion of CRRA, CRRA may decide to provide written responses to firms no later than Friday, August 21, 2009. Any firm considering submitting a bid is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Gingerich.

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

**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

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

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1. Introduction

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

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

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

2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

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

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

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

3. Definitions

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

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

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

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

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

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

4. Communications With CRRA Staff and Board Members

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

5. Scope Of Work

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

Specific instructions about how the Work is to be performed are included in the Agreement. The Work will be performed in accordance with and as required by the Contract Documents, including but not limited to, the technical specifications set forth in **Exhibit A** (the "Technical Specifications") of the Agreement.

6. Availability of RFB Package Documents

Complete sets of the RFB Package Documents may be obtained on the World Wide Web beginning Monday, July 27, 2009 at:

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

The RFB Package Documents are in PDF format. Many of the forms included in the documents are also available for downloading in Microsoft Word format at the same place on CRRA's web site where the PDF of the RFB is located. Prospective bidders can fill the forms out by typing the answers on their computer's keyboard. The forms can then be printed and submitted with the bid. CRRA encourages firms to make use of the downloaded Word forms.

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

7. Notice of Interest

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

8. Addenda And Interpretations

CRRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of the RFB Package Documents and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in the RFB Package Documents must be **submitted in writing to Ronald Gingerich by e-mail (rgingerich@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Wednesday, August 12, 2009.**

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

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

9. Bid Submittal Procedures

Sealed bids shall be submitted no later than 3:00 p.m., Eastern Time, Wednesday, August 26, 2009 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich. Bids received after the time and date set forth above shall be rejected.

Each bidder must submit one (1) original and three (3) copies of its bid. The original bid shall be stamped or otherwise marked as such.

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

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

The terms and conditions of the Agreement (Section 13 of the RFB Package Documents), as attached, are non-negotiable. Any potential bidder that will be unable to execute the Agreement, as attached, should not submit a bid.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to CRRA's office at any time prior to the bid due date.

10. Bid Security

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

10.1 Amount of Security

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

10.2 Type of Security

The following are the acceptable forms of Bid Security:

- (a) A cashier's check;
- (b) A certified check; or
- (c) A bid bond in the form included in Section 4 of the RFB Package Documents.

The Bid Security shall be made payable to CRRA.

Any bid bond submitted as Bid Security shall be in the form provided for such bid bond in Section 4 of the RFB Package Documents and such bid bond shall be executed and issued by a surety company acceptable to CRRA. Any bid that does not contain the above requisite Bid Security or any bid that contains Bid Security that does not comply with the foregoing requirements shall be rejected as non-responsive.

10.3 Disposition of Bid Security

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

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

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

11. Bid Contents

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

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

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

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

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

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

12. Bid Opening

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

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

13. Bid Evaluation

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

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

CRRA will base its evaluation of the bids on price, qualifications, demonstrated skill, ability and integrity of each bidder to perform the Work required by the Contract Documents

and any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

14. Contract Award

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

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

15. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful bidder(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFB and the date the Agreement is executed. If the apparently successful Bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which the bidder may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice Of Award included in the RFB Package Documents (see Attachment A to Section 12 of the RFB Package Documents).

16. Bidder's Qualifications

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

17. Bid Preparation And Other Costs

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

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

SECTION 3

NOTICE OF INTEREST FORM



| |
|--------------------------------|
| NOTICE OF INTEREST FORM |
|--------------------------------|

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

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

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

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

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

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

SECTION 4

BID BOND FORM



AIA[®]

Document A310[™] – 1970

Bid Bond

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

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

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

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103

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

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

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

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

Signed and sealed this _____ day of _____,

ADDITIONS AND DELETIONS:

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

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

(Witness)

(Witness)

(Principal) *(Seal)*

(Title)

(Surety)

(Title) *(Seal)*

Additions and Deletions Report for **AIA[®] Document A310[™] – 1970**

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

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

PAGE 1

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103

...

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

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



(Signed)

ENVIRONMENTAL COMPLIANCE MANAGER

(Title)

7/24/2009

(Dated)

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

**SECTION 5
BID FORM**



BID FORM

PROJECT: Mid-Connecticut

RFB NUMBER: 10-OP-001

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

BID SUBMITTED TO: Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

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

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

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

3. BIDDER'S OBLIGATIONS

Bidder proposes and agrees, if this Bid is accepted by CRRA and CRRA issues a Notice Of Award to Bidder, to the following:

- (a) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the Bid Price and within the Contract Time set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) At the request of CRRA and if the successful Bidder qualifies, to apply with the State of Connecticut Department Administrative Services, and to do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/ Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

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

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB Package Documents, are non-negotiable, and Bidder is willing to and shall, if CRRA accepts its Bid for the Work and issues a Notice Of Award to Bidder, execute such Agreement. However, CRRA reserves the right to negotiate with Bidder over Bidder's price for the Work submitted on its Bid Price Form.

5. BIDDER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Bid, Bidder represents that:

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

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

- (b) Without exception the Bid is premised upon performing, furnishing and completing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Bidder is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Work;
- (d) Bidder has studied and carefully correlated Bidder's knowledge and observations with the Contract Documents and such other related data;
- (e) Bidder has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Bidder;
- (f) If Bidder has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Bidder is aware of the general nature of work to be performed by CRRA and others that relates to the Work for which this Bid is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Work for which this Bid is submitted.

6. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Bid, Bidder acknowledges and agrees that:

- (a) All information and data included in the RFB Package Documents relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the bidders;
- (b) CRRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site;
- (c) Bidder is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Work.

7. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

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

8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

9. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Bid, Bidder:

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

10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

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

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

11. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS

By submission of this Bid, the Bidder, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB that are submitted to CRRA as part of its Bid are identical in form and content to the preprinted forms in the RFB Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

12. BID SECURITY

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

13. BIDDER'S WAIVER OF DAMAGES

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

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

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

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 10 [SEEC Form 11] of the Contract Documents.

15. ATTACHMENTS

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

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

16. NOTICES

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

| | |
|-----------------------|--|
| Bidder Name: | |
| Bidder Contact: | |
| Title: | |
| Street Address 1: | |
| Street Address 2: | |
| City, State, Zip Code | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |

17. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 2009

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

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

**SECTION 6
TECHNICAL SPECIFICATIONS COMPLIANCE
FORM**

RUBBER TIRED WHEEL LOADER

Minimum Bid Specifications

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

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

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

D) ELECTRICAL SYSTEM

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

E) DRIVETRAIN

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

F) TIRES

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

G) STEERING

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

H) BRAKES

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

I) HYDRAULICS

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

J) OPERATOR'S ENVIRONMENT

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

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

K) LOADER LINKAGE

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

L) WARRANTY

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

M) ADDITONAL EQUIPMENT REQUIREMENTS

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

N) WARRANTY

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

EXCEPTION DETAIL – Please Reference Category and item letter.

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

SECTION 7

BID PRICE AND DELIVERY TIMEFRAME FORM



BID PRICE AND DELIVERY TIMEFRAME FORM

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

1. Bid Price

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

| Total Lump Sum Bid Price | |
|--------------------------|-------|
| Dollars | Cents |
| | |
| (Use Numbers) | |

| |
|-------------|
| |
| (Use Words) |

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

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

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

2. Delivery Timeframe

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

| | |
|--|------|
| | Days |
|--|------|

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

SECTION 8

REFERENCES FORM



REFERENCES FORM

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

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

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

**SECTION 9
CERTIFICATION CONCERNING
NONDISCRIMINATION**



**CERTIFICATION CONCERNING
NONDISCRIMINATION**

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

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

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

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 200 09

Notary Public/Commissioner of the Superior Court

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

SECTION 10

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

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

SECTION 11

NOTICE OF AWARD



NOTICE OF AWARD

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

PROJECT: Mid-Connecticut

RFB NO.: FY10-OP-001

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

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

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

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

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

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

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

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

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

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

Dated this __ day of __, 2009.

Connecticut Resources Recovery Authority

By: _____
Ronald Gingerich
Title: Environmental Compliance Manager

ACCEPTANCE OF NOTICE

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

By:

Signature: _____

Name (print/type): _____

Title: _____

ATTACHMENT A

To

NOTICE OF AWARD

**CONTRACTORS CERTIFICATION CONCERNING
GIFTS**



**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

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

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

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

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

to

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

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 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

| |
|--|
| Michael Tracey, Director of Operations |
| Richard Kowalski, Operations Engineer |
| |
| |
| |

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

| |
|---|
| Governor M. Jodi Rell |
| 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 _____ 200 9

 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.

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

SECTION 12

NOTICE TO PROCEED



NOTICE TO PROCEED

TO: [NAME OF CONTRACTOR CONTACT]
[NAME OF CONTRACTOR FIRM]
[ADDRESS OF CONTRACTOR]

PROJECT: Mid-Connecticut

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

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

You are hereby notified to commence the Work related to the “Agreement for the Purchase of a Rubber-Tired Wheel Loader for the Mid-Connecticut Resource Recovery Facility” 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 Rubber-Tired Wheel Loader for the Mid-Connecticut Resource Recovery 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, 6th Floor
Hartford, CT 06103
Attention: [NAME OF CRRA OFFICIAL]

Dated this [DAY] day of [MONTH], 2009.

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 _____, 2008.

By:

Signature: _____

Name (print/type): _____

Title: _____

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

SECTION 13

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

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

**BETWEEN
CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

AND

[NAME OF CONTRACTOR]

Dated as of _____, 2009

AGREEMENT FOR THE PURCHASE OF A RUBBER-TIRE WHEEL LOADER FOR MID-CONNECTICUT RESOURCE RECOVERY FACILITY

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This **AGREEMENT FOR THE PURCHASE OF A RUBBER-TIRE WHEEL LOADER FOR THE MID-CONNECTICUT RESOURCE RECOVERY FACILITY** (“Agreement”) is made and entered into as of this ____ day of _____, 2009 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, 6th 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 Rubber-Tired Wheel Loader for the Mid-Connecticut Resource Recovery Facility (the “Rubber-Tired Wheel Loader”) 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 Rubber-Tired Wheel Loader 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 Rubber-Tired Wheel Loader 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 Rubber-Tired Wheel Loader 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 1 Reserve Road, Gate 20, in Hartford, Connecticut.

1.1.8 Resource Recovery Facility

“Resource Recovery Facility” means the Mid-Connecticut Resource Recovery 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 RUBBER-TIRED WHEEL LOADER, START-UP AND ACCEPTANCE

2.1 Sale of Rubber-Tired Wheel Loader

The Seller hereby sells and the Buyer hereby purchases the Rubber-Tired Wheel Loader as set forth in **Exhibit A** which includes a written description and the Seller’s brochures for the Rubber-Tired Wheel Loader. 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 Rubber-Tired Wheel Loader in Buyer as provided in this Agreement, including, without limitation, a bill of sale for the Rubber-Tired Wheel Loader.

2.2 Purchase Price

The lump sum price (hereafter the “Purchase Price”) for the Rubber-Tired Wheel Loader 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 Resource Recovery 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 Rubber-Tired Wheel Loader 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 Rubber-Tired Wheel Loader in conformance with the terms of this Agreement. Buyer shall have no obligation under this Agreement to pay for any work or Rubber-Tired Wheel Loader 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 of _____, with the power and authority to own and sell the Rubber-Tired Wheel Loader.

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 Rubber-Tired Wheel Loader

As required under this Agreement, Seller shall own the Rubber-Tired Wheel Loader 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 Rubber-Tired Wheel Loader

The Rubber-Tired Wheel Loader 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 Rubber-Tired Wheel Loader.

3.1.5 Patent Rights

Seller warrants that it has legally obtained all the patents, patent applications and other patent rights for the Rubber-Tired Wheel Loader (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 Rubber-Tired Wheel Loader 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 Rubber-Tired Wheel Loader herein. If Seller does not deliver the Rubber-Tired Wheel Loader 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 Rubber-Tired Wheel Loader and any related components shall be delivered and tested by Seller in accordance with Section 2.1 and the Rubber-Tired Wheel Loader 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 Rubber-Tired Wheel Loader, the Seller shall deliver to the Buyer the following documents:

- (a) Instruments of assignments, transfer, and conveyance as may be necessary to transfer the Rubber-Tired Wheel Loader to the Buyer;
- (b) Releases of any and all liens, security interests or other encumbrances regarding the Rubber-Tired Wheel Loader;
- (c) All manufacturer's warranties or assignments of existing warranties on the Rubber-Tired Wheel Loader 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 Rubber-Tired Wheel Loader. The O&M manual shall provide such detail as is reasonably necessary to enable Buyer to operate and maintain the Rubber-Tired Wheel Loader in a manner that will cause the Rubber-Tired Wheel Loader to operate consistent with the Seller's and manufacturer's maintenance and operation guidelines.

5. CONDITIONS

The obligation of the Buyer to purchase the Rubber-Tired Wheel Loader is subject to the prior fulfillment of each of the following conditions:

5.1.1 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.

5.1.2 Performance

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

5.1.3 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 Rubber-Tired Wheel Loader 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 Rubber-Tired Wheel Loader.

7. INSURANCE

7.1 Required Insurance

Seller shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial General Liability insurance alone or in combination with Commercial Umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than One Million Dollars (\$1,000,000) each accident with an MCS90 endorsement and a CA9948 endorsement if "pollutants" as defined in exclusion 11 of the commercial automobile policy are identified.
- (c) Workers' Compensation with statutory limits and Employers' Liability with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident or Five Hundred Thousand Dollars (\$500,000) for each employee for bodily injury by disease.

7.2 Certificates

Within five (5) days after Buyer issues the Notice Of Award, and prior to commencement of activities on site, Seller shall submit to Buyer a certificate or certificates for each required insurance referenced in Section 7.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 7.3 below. Additionally, Seller

shall furnish to Buyer within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 7.1 above, a certificate or certificates containing the information required by Section 7.3 below and certifying that such insurance has been renewed and remains in full force and effect.

7.3 Specific Requirements

All policies for each insurance required hereunder shall:

- (a) Name Buyer as an additional insured (this requirement shall not apply to workers' compensation insurance/employers' liability insurance) for the following:
 - (1) Liability arising out of activities performed by or on behalf of the Seller;
 - (2) Products and completed operations of the Seller;
 - (3) Premises owned, occupied or used by the Seller, or automobiles owned, leased, hired or borrowed by the Seller.
- (b) Contain no special limitations on the scope of protection afforded to Buyer, its subsidiaries, officials and employees.
- (c) Include a standard severability of interest clause;
- (d) Provide for not less than thirty (30) days' prior written notice to Buyer by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
- (e) Contain a waiver of subrogation holding Buyer free and harmless from all subrogation rights of the insurer; and
- (f) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that Buyer may have shall be deemed in excess of such primary insurance.

7.4 Issuing Companies

All policies for each insurance required hereunder shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by Buyer in its sole discretion.

7.5 Seller's Subcontractors

Seller shall either have its subcontractors covered under the insurance required hereunder, or require such subcontractors to procure and maintain the insurance that Seller is required to procure and maintain under this Agreement.

7.6 No Limitation on Liability

No provision of this Article 7 shall be construed or deemed to limit Seller's obligations under this Agreement to pay damages or other costs and expenses.

7.7 Other Conditions

Buyer 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.

8. SELLER WARRANTIES

For a period of two (2) years following the Acceptance Date of the Rubber-Tired Wheel Loader (the "Warranty Period"), Seller warrants the Rubber-Tired Wheel Loader 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 Rubber-Tired Wheel Loader furnished hereunder by Seller that are assignable to Buyer, and Seller shall assign such warranties and guarantees to Buyer. 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 Rubber-Tired Wheel Loader and the payment therefor, the Rubber-Tired Wheel Loader 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 Rubber-Tired Wheel Loader 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 Work for Buyer, 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 Work 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 Work involved;
- (a) 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”);
- (b) 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;
- (c) 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
- (d) 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*.
- (e) 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 claims 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, 6th Floor
Hartford, Connecticut 06103
Attention: [NAME OF CRRA OFFICIAL]

With a copy to:

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

(b) If to Seller:

Attention: _____

10.11 Binding Effect

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 Certification Concerning Nondiscrimination

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

10.16 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 G.

10.17 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 H.

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 _____
[Title]
Duly Authorized

EXHIBIT A

To

**AGREEMENT FOR THE PURCHASE OF A
RUBBER-TIRED WHEEL LOADER
FOR THE
MID-CONNECTICUT RESOURCE RECOVERY 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
RUBBER-TIRED WHEEL LOADER
FOR THE
MID-CONNECTICUT RESOURCE RECOVERY FACILITY
PROJECT SCHEDULE**

PROJECT SCHEDULE

| | |
|----------------------|---|
| Delivery Date | 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. [Blanks to be filled in based on successful bidder's Bid Price And Delivery Timeframe Form] |
|----------------------|---|

EXHIBIT C

To

**AGREEMENT FOR THE PURCHASE OF A
RUBBER-TIRED WHEEL LOADER
FOR THE
MID-CONNECTICUT RESOURCE RECOVERY FACILITY
PURCHASE PRICE AND PAYMENT SCHEDULE**

PURCHASE PRICE AND PAYMENT SCHEDULE

[The Compensation Schedule will be added by CRRA based on the successful Bidder's Bid Price 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 Rubber-Tire Wheel Loader for the Mid-Connecticut Resource Recovery 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% |
| TOTAL | 100% |

EXHIBIT D

To

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

WARRANTIES

[To be added pursuant to Section 8 of the Agreement.]

EXHIBIT E

To

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

SEEC FORM 11

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

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. 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
RUBBER-TIRED WHEEL LOADER
FOR THE
MID-CONNECTICUT RESOURCE RECOVERY FACILITY**

**CERTIFICATION CONCERNING
NONDISCRIMINATION**

CERTIFICATION CONCERNING NONDISCRIMINATION

[The successful bidder's Certification 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
RUBBER-TIRED WHEEL LOADER
FOR THE
MID-CONNECTICUT RESOURCE RECOVERY FACILITY
CONTRACTOR'S CERTIFICATION CONCERNING
GIFTS**

CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

[The successful bidder's Contractor's Certification Concerning Gifts that was submitted with the successful bidder's Notice Of Award will be added by CRRA.]

EXHIBIT H

To

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

**CRRA PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

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

Awarded To

[NAME OF CONTRACTOR/CONSULTANT]

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

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Agreement for the Purchase of a Rubber-Tired Wheel Loader For The Mid-Connecticut Resource Recovery 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 _____ 200 9

Notary Public/Commissioner of the Superior Court