



**REQUEST FOR BIDS  
FOR  
PURCHASE OF A PRIMARY SHREDDER 500 HORSEPOWER  
DRIVE MOTOR  
FOR THE  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
WASTE PROCESSING FACILITY  
MAXIM ROAD, GATE 70  
HARTFORD, CT 06114  
(Contract Documents)**

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

**CRRA Contract Number: 074125**

**March 19, 2007**

**REQUEST FOR BIDS**  
**For**  
**PURCHASE OF A PRIMARY SHREDDER 500**  
**HORSEPOWER DRIVE MOTOR**  
**FOR THE**  
**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**WASTE PROCESSING FACILITY**  
**MAXIM ROAD, GATE 70**  
**HARTFORD, CONNECTICUT 06114**

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

March 19, 2007

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WASTE PROCESSING FACILITY**

**SECTION 1**

**NOTICE TO FIRMS – REQUEST FOR BIDS**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO CONTRACTORS - INVITATION TO BID

The Connecticut Resources Recovery Authority ("CRRA") is seeking bids from qualified contractors to furnish all labor, incidentals and miscellaneous materials thereto for the manufacture, assembling, delivery, and post-delivery testing of a Primary Shredder 500 Horsepower Drive Motor to be located at the Waste Processing Facility ("WPF"), Maxim Road, Gate 70, Hartford, Connecticut (the "Work" or "Project"). The Work to be performed under this contract includes, but is not limited to, the following items:

(a) Motor will be rated for the following:

- Horsepower: 500
- RPM: 1150
- Duty: Shredder or mill duty
- Frame size: 30LLS8
- Enclosure Type: TEFC (Total Enclosed Fan Cooled)
- Service Factor: 1.00 or higher
- Voltage: 4160
- Insulation: Class H or higher
- Full Load Efficiency: 91.4%

(b) Motor will contain the following items:

- Bearings: Ball bearings made by SKF :( bearing size # 6222C3) located at both the drive and non-drive sides. Drive and non-drive side shaft outer diameter dimension will be no less than 3.75 inches
- Class F or higher insulated windings with vacuum pressure impregnation (VPI)
- 300 watt space heaters
- Six 100 ohm platinum stator winding with Resistance Temperature Detectors (RTDs)
- Two 100 ohm platinum stick RTDs located on the drive and non-drive bearing

(c) Prior to CRRA's acceptance of the motor, the following tests will be performed:

- Core loss test - provide CRRA a report
- Locked rotor torque test- provide CRRA a report
- Rotor assemble to be inspected, re-brazed if required, machined and balanced - provide CRRA a balancing report
- Dynamometer load test on motor for two (2) hours at full load - provide CRRA a report

(d) Provide CRRA a motor manual for the motor.

- (e) Provide CRRA a two (2) year warranty per EASA standards that starts from the date CRRA accepts and approves the delivered motor at the WPF.

Bid should include total cost of above items including shipping costs.

Bid Package documents for this Work may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m., at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford Connecticut 06103-1722, beginning **March 19, 2007**. There is no cost to the bidders for the Bid Package documents. The bid documents will also be available as of the same date, free of charge, on the World Wide Web at <http://www.crra.org> under the "Business Opportunities" page.

Sealed bids for this Work will be received at the offices of CRRA, 100 Constitution Plaza-6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 no later than 2:00 p.m., local time, on March 30, 2007.

Bids will be opened .

There will be no pre-bid conference or tour of the work site for this project.

All questions regarding this RFB must be submitted in writing to Rich Quelle, Project Engineer, by e-mail ([rquelle@crra.org](mailto:rquelle@crra.org)), by fax ((860) 757-7742 or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 no later than 3:00 p.m., March 23, 2007. Any firm considering submitting a bid is prohibited from having any ex parte communications with any CRRA staff member of CRRA Board member except Mr. Quelle.

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**SECTION 2  
INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS

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### 1. DEFINITIONS

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

### 2. SCOPE OF WORK

CRRA is seeking bids from qualified contractors to furnish all labor, incidentals and miscellaneous materials thereto for the manufacture, assembling, delivery, and post-delivery testing of a Primary Shredder 500 Horsepower Drive Motor located on the WPF (the "Work" or "Project"). The Work to be performed under this RFB includes, but is not limited to, the following:

(a) Motor will be rated for the following:

- Horsepower: 500
- RPM: 1150
- Duty: Shredder or mill duty
- Frame size: 30LLS8
- Enclosure Type: TEFC (Total Enclosed Fan Cooled)
- Service Factor: 1.00 or higher
- Voltage: 4160
- Insulation: Class H or higher
- Full Load Efficiency: 91.4%

(b) Motor will contain the following items:

- Bearings: Ball bearings made by SKF :( bearing size # 6222C3) located at both the drive and non-drive sides. Drive and non-drive side shaft outer diameter dimension will be no less than 3.75 inches
- Class F or higher insulated windings with vacuum pressure impregnation ( VPI )
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- Six 100 ohm platinum stator winding with Resistance Temperature Detectors (RTDs)
- Two 100 ohm platinum stick RTDs located on the drive and non-drive bearing

(c) Prior to CRRA's acceptance of the motor, the following tests will be performed:

- Core loss test - provide CRRA a report
- Locked rotor torque test- provide CRRA a report
- Rotor assemble to be inspected, re-brazed if required, machined and balanced- provide CRRA a balancing report
- Dynamometer load test on motor for two (2) hours at full load- provide CRRA a report

(d) Provide CRRA a motor manual for motor.

(e) Provide CRRA a two (2) year warranty per EASA standards that starts from the date CRRA receives motor at the WPF

Bid should include total cost of above items including shipping costs

### **3. BID PACKAGE DOCUMENTS**

This bid package consists of the following documents:

- (a) Notice to Contractors - Invitation To Bid;
- (b) Instructions To Bidders;
- (c) Bid Form;
- (d) References Form;
- (e) Work Experience Form;
- (f) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (g) Affidavit of Third Party Fees;



- (h) Notice Of Award;
- (i) Notice To Proceed; and
- (j) Agreement For The Purchase Of A Primary Shredder 500 Horsepower Drive Motor For The Waste Processing Facility.

Bid Package documents for this Work may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's Offices, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut, as of March 19, 2007. There is no charge to bidders for the Bid Package documents.

All of the Bid Package documents will also be available free of charge in PDF format as of the same date on the World Wide Web at

<http://www.crra.org> under the "Business Opportunities" page.

All of the forms included in the documents are also available for downloading in Microsoft Word format at CRRA's web site. CRRA encourages bidders to make use of the downloaded Word forms.

#### 4. ADDENDA AND INTERPRETATIONS

CRRA may issue Addenda to this bid package which shall, upon issuance, become part of this package and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to written requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in this bid package shall be in writing and addressed to **Mr. Rich Quelle, Senior Engineer, by e-mail ([rquelle@crra.org](mailto:rquelle@crra.org)), by fax (860-757-7742) or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written questions must be received by CRRA by 3:00 p.m., Friday, March 23, 2007.**

Addenda will be mailed and/or e-mailed to all persons who picked up or requested from CRRA a printed copy of the RFB package documents or who otherwise notified CRRA of their interest in the RFB. Such addenda will also be posted on CRRA's web site (<http://www.crra.org>) on the "Business Opportunities" page. Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

#### 5. BID SUBMISSION PROCEDURES

**Sealed bids shall be submitted no later than 2:00 p.m., local time, on March 30, 2007 at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, Attn: Richard Quelle. CRRA reserves the right to reject bids received after the time and date set forth above.**

**Each bidder must submit one (1) original of its bid.**

Each bid shall be enclosed in a sealed envelope, which shall be clearly marked "BID FOR THE PURCHASE OF A PRIMARY SHREDDER 500 HORSEPOWER DRIVE MOTOR FOR THE MID-CT WPF."

All bids shall remain open for **sixty (60) days** after the bid due date.

The terms and conditions of the Agreement (Section 10 of this RFB), as attached, are non-negotiable. Any bidder that will be unable to execute the Agreement, as attached, should not submit a bid.

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

## **6. BID CONTENTS**

Bids shall be submitted on the 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 be in the following order:

- (a) Cover letter, which includes the name of the bidder. The cover letter must be signed by an individual authorized to enter into the Agreement with CRRA;
- (b) The completed Bid Form, with Addenda, if any, listed in the appropriate place (Page 3-3), the Bid Price listed in the appropriate place (Page 3-5), the Delivery Timeframe listed in the appropriate place (Page 3-5), the name and address of the contact for Notices listed in the appropriate place (Page 3-6) and the completed agreement page (Page 3-7);
- (c) The completed References Form;
- (d) The completed Work Experience Form;
- (e) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form; and
- (f) The completed Affidavit Of Third Party Fees (subscribed and sworn before a Notary Public or Commissioner of the Superior Court.

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

## **7. PROPOSAL OPENING**

**There will be no public opening of the bids. CRRA shall privately open and review all bids at its own convenience.** CRRA reserves the right to reject any or all of the bids

submitted, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the bidding process.

## **8. PROPOSAL EVALUATION**

The award of the Agreement for the Work will be made, if at all, to the bidder whose evaluation by CRRA results in CRRA determining that such award to such bidder is in the best interests of CRRA and the Project.

CRRA will base its evaluation of the bids on price, the demonstrated skill, ability and integrity of each bidder to perform the Work required in the bid package documents and any other factor or criterion that CRRA deems relevant or pertinent for such evaluation.

## **9. CONTRACT AWARD**

If the Agreement is to be awarded, CRRA will issue to the successful bidder a Notice Of Award within ten (10) days after the bid due date.

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

## **10. BIDDER'S QUALIFICATIONS**

CRRA may conduct any investigation deemed necessary to evaluate any bidder who has submitted a bid for the Work. Each such Bidder shall furnish CRRA with all such information as may be required for this purpose.

## **11. BID PREPARATION AND OTHER COSTS**

Each bidder shall be solely responsible for all costs and expenses, including but not limited to attorneys' fees, associated with the preparation and/or submission of its bid, or incurred in connection with any negotiations with CRRA, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses.

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**SECTION 3  
BID FORM**

# BID FORM

**PROJECT:** Mid-Connecticut Project

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

**CONTRACT FOR:** Purchase Of A Primary Shredder 500 Horsepower Drive Motor  
For The WPF

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

## 1. DEFINITIONS

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

## 2. TERMS AND CONDITIONS

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for 60 (sixty) days after the Bid due date.

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

- (a) Execute the required number of counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (c) Satisfy all other conditions of the Notice Of Award.

## 3. BIDDER'S OBLIGATIONS

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

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

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

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

**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;
- (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 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.

**7. 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.

**8. 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.

## **9. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION**

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

- (a) The prices in the Bid have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
- (b) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to "opening" to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a Bid for the purpose of restricting competition;
- (d) Proposer has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; and
- (e) Proposer has not sought by collusion to obtain for itself any advantage for the Work/Services over any other Bidder for the Work/Services or over CRRA.

## **10. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS**

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

## **11. 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.

**12. BID PRICE**

Bidder will complete the Work as specified in the Contract Documents for the following lump sum Bid Price:

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

Bidder affirms that the above lump sum bid price represents the entire cost to complete the Work in accordance with the Contract Documents, and that no claim will be made by bidder 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 this Project, and that each and every such claim is hereby expressly waived by Bidder.

**13. 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 Motor to the WPF within the following timeframe:

|                  |
|------------------|
|                  |
| (Number of Days) |

**14. ATTACHMENTS**

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

- (a) The completed References Form;
- (b) The completed Work Experience Form;

- (c) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health and Safety, which has been completely filled out by the Bidder;
- (d) Affidavit Of Third Party Fees, which has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court; and

**15. NOTICES**

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

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

**16. ADDITIONAL REPRESENTATION**

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

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

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**SECTION 4**

**REFERENCES FORM**

## REFERENCES FORM

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

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**SECTION 5  
WORK EXPERIENCE FORM**

## WORK EXPERIENCE FORM

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

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**SECTION 6  
QUESTIONNAIRE CONCERNING AFFIRMATIVE  
ACTION, SMALL BUSINESS CONTRACTORS  
AND OCCUPATIONAL HEALTH AND SAFETY**





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

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

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

## LIST OF ACRONYMS

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

## FOOTNOTE

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

## SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

## CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

**REQUEST FOR BIDS  
FOR  
PURCHASE OF A PRIMARY SHREDDER 500 HORSEPOWER  
DRIVE MOTOR  
FOR THE  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
WASTE PROCESSING FACILITY**

**SECTION 7  
AFFIDAVIT OF THIRD PARTY FEES**



# AFFIDAVIT OF THIRD PARTY FEES (Form A2)

All Bidders/Proposers must complete and properly execute this Affidavit of Third Party Fees. The purpose of this Affidavit is to ascertain if the Bidder/Proposer has made or promised any payment to a third party attributable to this Agreement. If no such payment has been made or promised, Bidder/Proposer should write "None" in the first box in the table and execute this Affidavit. For purposes of the Affidavit, Bidder's/Proposer's subcontractors, if any, are not considered third parties.

I, \_\_\_\_\_, a duly authorized officer and/or representative of \_\_\_\_\_ (firm name), 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;
2. \_\_\_\_\_ (firm name) seeks to enter into the "Agreement" which is the subject of this Request For Bids/Proposals/Qualifications with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

| Name Of Payee | Dollar Amount Paid Or Value Of Non-Cash Compensation <u>AND</u> Date | Fee Arrangement | Specific Services Performed Or To Be Performed By Payee <sup>1</sup> |
|---------------|--|-----------------|--|
|               |  |                 |  |
|               |  |                 |  |
|               |  |                 |  |

*(Attach additional copies of this page as necessary.)*

**NOTE:** For each third party fee arrangement described above (if any), complete the attached Form A2a.

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: \_\_\_\_\_

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

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

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

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

<sup>1</sup> Please attach documents evidencing the terms of the fee arrangement and services.



**ADDENDUM TO  
AFFIDAVIT OF THIRD PARTY FEES  
(Form A2a)**

For each third party fee arrangement disclosed in the attached Affidavit, please explain whether and how each such payment falls within one or more of the following categories of compensation:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
- (5) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

***Attach additional pages as necessary.***

**REQUEST FOR BIDS  
FOR  
PURCHASE OF A PRIMARY SHREDDER 500 HORSEPOWER  
DRIVE MOTOR  
FOR THE  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
WASTE PROCESSING FACILITY**

**SECTION 8  
NOTICE OF AWARD**

## NOTICE OF AWARD

TO:

**PROJECT:** Mid-Connecticut

**CONTRACT NUMBER:** \_\_\_\_\_

**CONTRACT FOR:** Purchase Of A Primary Shredder 500 Horsepower Drive Motor For The Waste Processing Facility

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [Date of the Proposal] 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 Purchase Of A Primary Shredder 500 Horsepower Drive Motor For The Waste Processing Facility (the "Work").

You are hereby notified that your Bid has been accepted for the Work totaling the amount of [Amount of Bid].

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

- (a) Execute the required number of the attached counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other attached Contract Documents along with the requisite Bonds and certificates of insurance; and
- (c) 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 (c) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Proposal 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Michael Tracey, P.E.  
Title: Operations Manager  
Duly Authorized

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Typed/Printed Name)  
Title: \_\_\_\_\_  
Duly Authorized



**REQUEST FOR BIDS  
FOR  
PURCHASE OF A PRIMARY SHREDDER 500 HORSEPOWER  
DRIVE MOTOR  
FOR THE  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
WASTE PROCESSING FACILITY**

**SECTION 9  
NOTICE TO PROCEED**

# NOTICE TO PROCEED

TO:

**PROJECT:** Mid-Connecticut

**CONTRACT NUMBER:** \_\_\_\_\_

**CONTRACT FOR:** Purchase Of A Primary Shredder 500 Horsepower Drive Motor For  
The Waste Processing Facility

You are hereby notified to commence the Work 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 Commences]. 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 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.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Michael Tracey, P.E.  
Title: Operations Manager

## ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Typed/Printed Name)  
Title: \_\_\_\_\_

**REQUEST FOR BIDS  
FOR  
PURCHASE OF A PRIMARY SHREDDER 500 HORSEPOWER  
DRIVE MOTOR  
FOR THE  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
WASTE PROCESSING FACILITY**

**SECTION 10**

**AGREEMENT FOR PURCHASE OF A PRIMARY  
SHREDDER 500 HORSEPOWER DRIVE MOTOR  
FOR THE WASTE PROCESSING FACILITY**

# MOTOR PURCHASE AGREEMENT

This MOTOR PURCHASE AGREEMENT (this "Agreement") is made this [Date] day of [Month], 2007, by and between **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 (the "Buyer"), and **[BIDDER]**, a [State of Incorporation] corporation, with its principal place of business at [Address] (the "Seller").

## WITNESSETH

**WHEREAS**, Seller will manufacture, assemble, deliver, and provide pre-delivery testing for a certain Primary Shredder 500 Horsepower Drive Motor more particularly described on Exhibit A attached hereto and made a part hereof (the "Motor"); and

**WHEREAS**, Buyer desires to purchase and the Seller desires to sell and transfer to the Buyer the Motor upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements set forth herein, the parties agree as follows:

## ARTICLE 1. SALE OF MOTOR, START UP AND ACCEPTANCE

### 1.1 Sale of Motor

The Seller hereby sells and the Buyer hereby purchases the Motor as set forth in Exhibit A which includes a written description and the Seller's brochures of the Motor. 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 Motor in Buyer as provided in this Agreement, including, without limitation, a bill of sale for the Motor.

### 1.2 Acceptance Date

The acceptance date of the Motor shall be the date on which the following has occurred:

- (a) Seller has completed all pre-delivery testing of the Motor and provided Buyer with the documentation data from the pre-delivery testing, and CRRA accepts the results of said pre-delivery testing; and
- (b) The Buyer has received and accepted the Motor at CRRA's Waste Processing Facility ("WPF") located on Maxim Road, Gate 70, Hartford, Connecticut (the "Acceptance Date").

## ARTICLE 2. PURCHASE PRICE

### 2.1 Purchase Price

The lump sum price (hereafter "Purchase Price") for the Motor shall be as follows:

\$ \_\_\_\_\_ DOLLARS AND NO/100 (\$ \_\_\_\_\_ .00).

Seller affirms that the above lump sum bid price represents the entire cost to complete the Work in accordance with this Agreement, and that 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 that each and every such claim is hereby expressly waived by Seller.

Recognizing that Buyer is exempt from Connecticut Sales and Use tax pursuant to Section 7.1(j), Seller shall be responsible for any and all taxes, license fees, or any other costs due the State of Connecticut or any other jurisdiction incurred as a result of this transaction.

### 2.2 Notice Of Award

After the Buyer's Board of Director's approves this Agreement, Buyer shall issue a written notification of award to Seller which notifies Seller that its offer for the Motor has been formally accepted by Buyer (the "Notice of Award").

### 2.3 Notice To Proceed

After the terms and conditions of this Agreement have been completed to the satisfaction of Buyer and both parties have signed this Agreement, Buyer shall issue a written notification to Seller which authorizes Seller to proceed under the terms of this Agreement (the "Notice To Proceed"). Seller shall not be authorized to proceed under this Agreement until it receives the Notice To Proceed from Buyer.

### 2.4 Payment Schedule

The Pricing is F.O.B. at the WPF with payment terms as follows:

| MILESTONE | PERCENTAGE OF TOTAL AGREEMENT VALUE |
|-----------|-------------------------------------|
| Deposit   | 50%                                 |
| Delivery  | 50%                                 |
| TOTAL     | 100%                                |

Seller shall render an invoice to Buyer at the completion of each milestone which shall contain at least the following information:

- (a) A description of the work performed and materials provided; and
- (b) 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 fifteen (15) days after Buyer's receipt of the invoice. If, however, Buyer determines that the work or Motor 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 Motor in conformance with the terms of this Agreement. Buyer shall have no obligation under this Agreement to pay for any work or Motor that Buyer determines has not been performed in conformance with the terms of this Agreement.

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

#### **3.1 Representations, Warranties and Covenants**

The Seller hereby represents, warrants and covenants that:

- (a) **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 Motor.
- (b) **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.
- (c) **Title to Motor.** As required under this Agreement, Seller shall own the Motor 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.
- (d) **Conditions of Motor.** The Motor 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 any of the Motor.

- (e) Patent Rights. Seller warrants that it has legally obtained all the patents, patent applications and other patent rights for the Motor (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:

- (a) 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.
- (b) 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.

## **ARTICLE 4. DELIVERY**

### **4.1 Delivery**

Seller shall deliver the Motor to the WPF no later than \_\_\_\_\_ (\_\_\_\_\_) days after Buyer issues the Notice To Proceed (the "Delivery Date"). Seller and Buyer hereby acknowledge and agree that time is of the essence with respect to Seller's delivery of the Motor herein. If Seller does not deliver the Motor by the Delivery Date as required hereunder, Seller shall be obligated to pay Buyer a per diem delay penalty of One Hundred Dollars (\$100.00) per day. The Motor and any related components shall be delivered and tested by Seller in accordance with Section 1.2 and the Motor must be operable and in running condition for regular day-to-day use at the WPF.

## 4.2 Documents to be Delivered by the Seller

Prior to delivery of the Motor, the Seller shall deliver to the Buyer the following documents:

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

## ARTICLE 5. CONDITIONS TO BUYER'S OBLIGATION

The obligation of the Buyer to purchase the Motor is subject to the prior fulfillment of each of the following conditions:

- (a) 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.
- (b) Performance. The Seller shall have performed and complied with all of the terms and conditions required by this Agreement.
- (c) 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 Motor as contemplated hereby.

## ARTICLE 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 Motor.



## ARTICLE 7. GENERAL PROVISIONS

### 7.1 General Provisions

- (a) **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.
- (b) **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- (c) **Assignability.** This Agreement shall not be assignable in whole or in part by either party, except upon the written consent of the other party.
- (d) **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.
- (e) **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. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any claims or defenses of the party so paying or performing.
- (f) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.
- (g) **Governing Law.** Seller shall comply with all Laws and Regulations as they apply to this Agreement. 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.
- (h) **Amendments.** This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement.
- (i) **Notice.** 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:

(1) If to Buyer:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: Mr. Michael Tracey

With a copy to:

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

(2) If to Seller:

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

- (j) Tax Exemption. Seller agrees that, pursuant to *Connecticut General Statutes* § 22a 270 (as the same may be amended or superceded from time to time), CRRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Seller also agrees that, pursuant to *Connecticut General Statutes* § 12-412(92) (as the same may be amended or superceded from time to time), “[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [CRRA] . . . whether such purchases are made directly by CRRA or are reimbursed by CRRA to the lessee or operator of such project” is not subject to Connecticut Sales and Use Taxes. Accordingly, Seller shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Seller’s performance of this Agreement, nor shall Seller include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Seller contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Seller of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Seller 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 other submittal or proposal to CRRA in connection with this Agreement.

## 7.2 Non-Discrimination

Seller agrees to the following: (1) Seller agrees and warrants that in the performance of the Work for CRRA, Seller will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation 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. 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, or physical disability, including, but not limited to, blindness, unless it is shown by Seller that such disability prevents performance of the Activities and Services involved; (2) 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"); (3) 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; (4) 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 (5) 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. 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.

## ARTICLE 8. SELLER WARRANTIES

For a period of two (2) year following the Acceptance Date of the Motor (the "Warranty Period"), Seller warrants the Motor 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 Motor 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 Motor and the payment therefor, the Motor 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.

## **ARTICLE 9. BUYER FINANCING OPTION**

Buyer reserves the right to finance the purchase of the Motor 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.

## **ARTICLE 10. INSURANCE REQUIREMENTS**

### **10.1 Insurance Requirements**

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

- (a) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or another equivalent coverage form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, \$5,000,000 if "pollutants", as defined in CA 0001 exclusion 11, are identified.
- (c) Workers' compensation: Statutory limits.
- (d) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

### **10.2 Specific Terms**

CRRA, its subsidiaries, officials and employees must be covered as additional insureds for the following: liability arising out of activities performed by or on behalf of the Seller; products and completed operations of the Seller; premises owned, occupied or used by the Seller, or automobiles owned, leased, hired or borrowed by the Seller. The coverage shall contain no special limitations on the scope of protection afforded to CRRA, its subsidiaries, officials and employees. The Seller also agrees to notify CRRA thirty (30) days in advance of any cancellation or change to insurance coverages shown on the certificate. The policies shall also include a standard severability of interest clause and hold CRRA free and harmless from all subrogation rights of any insurer.

All Insurance required in Section 10.1 above must be placed with insurers with a current A.M. Best rating of no less than A- VII, unless otherwise approved by CRRA.

## ARTICLE 11. CAMPAIGN CONTRIBUTION RESTRICTIONS

This Article 11 is included here pursuant to *Connecticut General Statutes* §9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates as the context requires. This Article 11, without limiting its applicability, is also made applicable to State Agencies, Quasi-Public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

- (a) For purposes of this Article 11 only:
- (1) “Quasi-Public Agency” means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the *Connecticut General Statutes* concerning Quasi-Public agencies.
  - (2) “State Agency” means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the *Connecticut General Statutes* concerning campaign financing.
  - (3) “State Contract” means an agreement or contract with the State or any State Agency or any Quasi-Public Agency, 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 fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the *Connecticut General Statutes* concerning campaign financing.
  - (4) “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 the termination of said contract. “State contractor” does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the *Connecticut General Statutes* concerning campaign financing.

- (5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid 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 State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the *Connecticut General Statutes*. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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. Title 9, Chapter 150 of the *Connecticut General Statutes* concerning campaign financing may modify this definition, which modification shall control.
- (6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this Article 11 as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501 (c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor, or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 105 of the *Connecticut General Statutes* concerning campaign financing.
- (b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-Public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a

political committee authorized to make contributions or expenditure to or for the benefit of such candidates, or (3) a party committee.

- (c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
- (d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this Article 11, the contracting State Agency or Quasi-Public Agency may void the existing contract with said contractor, and no State Agency or Quasi-Public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.
- (e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this Article 11, no State Agency or Quasi-Public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

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

BUYER: CONNECTICUT RESOURCES RECOVERY AUTHORITY

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

SELLER: [Name of Seller]

By \_\_\_\_\_  
[Name of Signer]  
Its  
Duly Authorized

## EXHIBIT A

### MOTOR

A new Primary Shredder 500 Horsepower Drive Motor in this Agreement must include the following specifications:

(1) Motor will be rated for the following:

- Horsepower: 500
- RPM: 1150
- Duty: Shredder or mill duty
- Frame size: 30LLS8
- Enclosure Type: TEFC (Total Enclosed Fan Cooled)
- Service Factor: 1.00 or higher
- Voltage: 4160
- Insulation: Class H or higher
- Full Load Efficiency: 91.4%

(2) Motor will contain the following items:

- Bearings: Ball bearings made by SKF: (bearing size # 6222C3) located at both the drive and non-drive sides. Drive and non-drive side shaft outer diameter dimension will be no less than 3.75 inches
- Class F or higher insulated windings with vacuum pressure impregnation (VPI)
- 300 watt space heaters
- Six 100 ohm platinum stator winding with Resistance Temperature Detectors (RTDs)
- Two 100 ohm platinum stick RTDs located on the drive and non-drive bearing

(3) Prior to CRRA's acceptance of the Motor, the following pre-delivery tests must be performed under CRRA supervision:

- Core loss test - provide CRRA a written report
- Locked rotor torque test- provide CRRA a written report
- Rotor assemble to be inspected, re-brazed if required, machined and balanced- provide CRRA a balancing written report
- Dynamometer load test on motor for two (2) hours at full load- provide CRRA a written report



- (4) Provide CRRA a motor manual for the motor.
- (5) Provide CRRA a two (2) year warranty for the Motor per EASA standards that starts from the date CRRA accepts and approves the delivered motor at the WPF.

**EXHIBIT B**

**WARRANTIES**