



**CONNECTICUT RESOURCES RECOVERY AUTHORITY
MID-CONNECTICUT PROJECT**

**INFORMATION FOR BIDDERS
SWEEPER (1)**

JUNE 19, 2006

1. TIME FOR RECEIVING PROPOSALS

Sealed proposals for furnishing the equipment described herein will be received by the Connecticut Resources Recovery Authority (“CRRA”) at its Mid-Connecticut Project headquarters located at 211 Murphy Road, Hartford, Connecticut, 06114, until **3:00 p.m., July 14, 2006**. Bids will be opened publicly on July 14, 2006 at 3:00 p.m. at 211 Murphy Road, Hartford, Connecticut and all bids shall remain open for sixty (60) days after such bid due date. CRRA will base its evaluation of the bids on the price of the equipment and the demonstrated skill, ability and integrity of each bidder to perform under this proposal, and any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of such bids. The award of the contract for the equipment 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. CRRA reserves the right to accept one or more of the bids. However, the selection of a bidder(s) and the award of such contract(s), while anticipated, are not guaranteed. CRRA reserves the right to not award the contract(s), to waive any informality or informalities in any of the bids and/or the bidding process, and/or to reject any or all of the bids, or any part(s) thereof. CRRA may conduct any investigation it deems necessary in evaluating the bids, including but not limited to, requesting additional information from any bidder. Each bidder shall furnish CRRA with all such information as may be requested for this purpose. Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, nonselection or rejection of any bid submitted in response to this RFB.

2. FORM OF PROPOSAL

One original, plus two (2) copies of the proposal must be submitted along with an executed Affidavit Of Third Party Fees form. See **Schedule A** attached hereto. Each proposal must be made in and on the form attached hereto, and the proposal form must be submitted complete and unchanged as furnished, except for the insertion of names, addresses, prices, and other required data in the blank spaces provided in the proposal. All appropriate blanks must be filled in. Bidders shall state, both in writing and in figures, the proposed price for each separate item called for in the proposal form. If any price is omitted, the blank may be filled with the highest price named by any bidder for that item, or the proposal may be rejected. In case of discrepancy between the prices in written words and in figures, the former shall govern.

3. SUBMISSION OF PROPOSAL

Proposals, including an executed Affidavit Of Third Party Fees form, shall be sealed in a plain envelope marked "PROPOSAL FOR SWEEPER." This envelope shall be sealed in a second envelope addressed as listed in Section 1 above. Proposals may mailed, delivered in person or by special messenger. The CRRA assumes no liability for proposals not received by the time indicated above in Section 1.

4. DUTIES OF BIDDER

The bidder is required to examine carefully the Information For Bidders, the Technical Specifications, the Proposal, complete and execute the Affidavit Of Third Party Fees form, the Contract and all special provisions for the equipment to be furnished. Bidders must acquaint themselves with the equipment to be furnished and shall make themselves familiar with all federal, state and local laws, ordinances and regulations which in any manner affect the equipment. No plea of misunderstanding or ignorance of such laws will be considered as an excuse for failure to comply with any of the requirements hereof or as reason for any additional compensation or for waiver of any requirements of contract documents. Every proposal submitted must be based upon the information described herein and upon the written, typed or printed text of the contract documents, or upon signed written statements made for this purpose by the CRRA. Oral statements by any officer or employee of the CRRA will not be binding.

5. NOTICES TO CONTRACTOR

Each bidder shall indicate in its proposal the address to which all notices, letters or other communications may be sent. This address may be changed only by proper delivery to CRRA of written notice of such change, signed by bidder. The mailing or delivery by messenger of any notice, letter or communication to such designated address at any time including the full period of work under the Contract shall be deemed sufficient for any notice or service on the part of CRRA in connection with the Contract or any part thereof.

6. PROPOSAL PRICE

Bidder agrees to hold the proposal price without change for a period not to exceed ninety (90) days.

7. REJECTION OF PROPOSALS

It is the intent of the CRRA not to award this Contract to a bidder who does not furnish evidence satisfactory to the CRRA that it has ability, equipment and experience in furnishing the kind and quality of equipment required, that it has furnished equipment of similar character, magnitude and importance, and that it has sufficient capital and plant to enable him to prosecute the same successfully within the time limit given in the Contract. Intending bidders who cannot fully satisfy these requirements are requested not to submit proposals. Failure to qualify in this respect may be considered sufficient cause to reject any proposal whatsoever. At its sole and absolute discretion, CRRA reserves the right to reject any or all proposals or any part thereof, as it may deem to be in the best interests of the CRRA.

8. BIDDER TO FURNISH INFORMATION

In order for CRRA to have information to guide it in the awarding of this Contract, the bidders whose proposals are being considered must, on request of CRRA, submit the following information within four (4) days after the receipt of such a request:

- (a) A list of equipment of similar character and magnitude which has been furnished by the bidder, or by the principals to the proposal, together with information as to each such job, its character, magnitude, date, and the party to whom it was furnished;
- (b) A sworn copy of the latest audited statement of the financial condition of the bidder together with sworn statements as to any and every important change which may have occurred to alter the said financial condition since the date of the above statement, with supporting evidence if and as requested;
- (c) References showing that the bidder has ample capital, credit and other resources to finance the work throughout and without being dependent on release of portions of retained percentage before completion of work, and without having estimates for payment made more often than once each month and at such times as will conform to payment practices of CRRA.

9. AWARD OF CONTRACT

CRRA will evaluate the proposals on cost, acceptability of proposed business terms and conditions, the proven skill, ability and integrity of the bidder and any other factors or criterion that the CRRA deems relevant or pertinent for its evaluation of such proposals. The award of the Contract will be made, if at all, to the bidder(s) whose evaluation by CRRA results in CRRA determining that such award to such bidder is in the best interests of CRRA. However, the selection of a bidder and the award of a Contract, while anticipated, are not guaranteed.

CRRA reserves the right to reject any or all of the proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the bidding process, if such rejection or waiver is deemed in the best interest of the CRRA. Neither CRRA nor any of its officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, nonselection or rejection of any proposal. CRRA reserves the right to request any additional information from any and all bidders. Refusal to furnish such information shall be just cause for rejection of the proposal.

Notice of the award will be mailed to the successful bidder at the address given in such bidder's proposal. After such notice has been sent, further notices respecting the Contract, the commencement or conduct of work may be sent to Contractor with full effect even if the formal contract document evidencing the Contract has not then been signed by the Contractor or the proper officer of the CRRA.

10. EXECUTION OF CONTRACT

The successful bidder shall execute the non-negotiable Contracts mailed to Contractor and return the same to CRRA within six (6) days (not including Sundays or holidays) from the date of the written notice of award by CRRA to the bidder. If the successful bidder fails to execute the Contracts and return the same to CRRA within the aforesaid six (6) day period, CRRA may determine that such bidder has abandoned the Contract and thereupon the acceptance of such bidder's proposal and the award shall be null and void.

11. TIME

In event a Contract is awarded, Contractor shall furnish the equipment within the time stipulated by the CRRA in the Contract. Notice to furnish equipment may be given at any time after the Contract has been awarded, irrespective of whether the Contract has been signed or not.

12. CRRA TAX EXEMPTION

Contractor agrees that, pursuant to Connecticut General Statutes (CGS) § 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, Contractor also agrees that, pursuant to CGS § 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, Contractor shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Contractor's performance of this Sweeper RFB, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this

Sweeper RFB. Contractor 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 this Sweeper RFB/Agreement.

13. WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn only prior to the time scheduled for CRRA's receipt of the proposals as set forth in Section 1 above, provided the bidder first submits a written request for such withdrawal to CRRA.

14. FEDERAL TAXES

CRRA is exempt from payment of the Federal Transportation and Manufacturer's Excise Taxes and each bidder shall not include or charge any transportation or manufacturers' excise tax in its proposal.

15. DELIVERY

The purchased equipment must be delivered complete F.O.B. destination to 50 Murphy Road, Hartford, Connecticut. Advance notification is required of delivery on all equipment to: Mr. John Romano, (860) 757-7760.

16. DESCRIPTION OF EQUIPMENT

The equipment to be furnished under this Contract shall be as described in the Technical Specifications attached hereto and made a part hereof.

17. INFORMATION WITH PROPOSAL

All proposals shall include the following:

- (a) One (1) original and two (2) copies of the complete Proposal;
- (b) A completed and executed Affidavit Of Third Party Fees form;
- (c) The Schedule Of Prices with the appropriate information provided in all blanks;
- (d) Include delivery schedule;
- (e) Provide OEM and component manufacturer warranty information, and extended warranty if applicable;
- (f) Provide list of all standard features not directly specified that will be furnished;
- (g) Provide list of specified items and note by asterisk any deviations along with an explanation;
- (h) Proposals shall be signed; and
- (i) All attachments shall be identified with contract title and contract number.

EXHIBIT A
AFFIDAVIT OF THIRD PARTY FEES



AFFIDAVIT OF THIRD PARTY FEES (Form A2)

All Bidders must complete and properly execute this Affidavit of Third Party Fees. The purpose of this Affidavit is to ascertain if the Bidder has made or promised any payment to a third party attributable to this Agreement. If no such payment has been made or promised, Bidder should write "None" in the first box in the table and execute this Affidavit. For purposes of the Affidavit, Bidder'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 Sweeper Agreement (the "Agreement") 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 ¹

(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:

Print Name:

Title:

Subscribed and sworn to before me this day of , 2006 .

Notary Public/Commissioner of the Superior Court

¹ 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.

CONNECTICUT RESOURCES RECOVERY AUTHORITY MID-CONNECTICUT PROJECT

PROPOSAL SWEEPER (1)

June 26, 2006

TO: Connecticut Resources Recovery Authority
Mid-Connecticut Project Headquarters
211 Murphy Road
Hartford, Connecticut 06114
Attn: John Romano

THE UNDERSIGNED HEREBY DECLARES that:

- (a) No person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; that it is made without any connection with any other person or persons making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by CRRA is now or will hereafter be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;
- (b) It has read the information contained herein relating to the work;
- (c) That in the event a Contract, as contemplated by this Proposal, is awarded to it, the undersigned will enter into a written Contract with the CRRA, both in the form prescribed and within the time stipulated in the Information for Bidders. If the undersigned fails to sign the Contracts, CRRA may determine that the undersigned has abandoned the Contract, and thereupon the acceptance of this Proposal and the award shall be null and void. Bidder agrees to furnish the equipment herein required, within the time stipulated by the CRRA, and will assume all liabilities and obligations connected therewith, all in accordance with the Contract, Technical Specifications, and Information for Bidders, all of which are made a part hereof, and will accept in full payment therefor the following sums, to wit:

PROPOSAL

1. SCHEDULE OF PRICES - SWEEPER

1.1 Base Bid

Furnish (1) SWEEPER as specified for a unit price of:

dollars	
Base Bid price in words	
\$	
Base Bid price in figures	
Manufacturer:	
Model No.	

1.2 Warranty

Longest extended unit and power train warranty (attach description):

\$
Warranty price in figures

1.3 Delivery Schedule

Deliver Sweeper identified in base bid within the following number of calendar days from date of award of contract.

	calendar days
Calendar days in figures	

2. ADDENDUM

This proposal acknowledges and includes the following addenda:

Addendum No.	Date Issued:

THE UNDERSIGNED FURTHER DECLARES that the signer of this proposal is:

- (a) An INDIVIDUAL doing business as:

--

- (b) A PARTNERSHIP doing business as:

--

- (c) A CORPORATION entitled:

--

organized under the laws of the State of:

--

and having its principal offices at:

The names of all partners of a partnership or the principal offices of a corporation must be submitted upon request.

MAILING ADDRESS OF BIDDER

Name of Bidder (Firm):	
Bidder Contact (Name and Title):	
Address:	
Telephone Number:	
Fax Number:	

SIGNATURE OF BIDDER

Name of Bidder (Firm):			
Signature of Bidder Representative:		Date:	
Name and Title:			
Address:			
Telephone No.			
Fax No.			

CONNECTICUT RESOURCES RECOVERY AUTHORITY MID-CONNECTICUT PROJECT

TECHNICAL SPECIFICATIONS FOR SWEEPER

1. Base Bid

Contractor shall furnish the quantity of new equipment specified in the Proposal at the unit prices and within the applicable time frame set forth in such Proposal, which equipment shall meet all of the requirements set forth in these specifications and the specifications set forth in Exhibit A attached hereto and made a part hereof.

2. Delivery Schedule

Contractor's delivery schedule for equipment proposed in the base bid shall be as stated in the Proposal and shall be expressed in terms of number of calendar days after the award by the CRRA of the Contract.

3. Inspection

If applicable, Contractor shall provide adequate notice to CRRA during manufacturing/assembly so that the CRRA may, at its discretion, inspect the equipment at Contractor's facility.

4. Deviations From Specifications

Bidders must bid specific items requested and note any deviations from the specifications by indicating such deviation on the quotation by an asterisk (*). An explanation for each change in the specifications must be outlined along with the quotation being supplied by the bidder.

5. Delivery Of Manufacturer's Warranty

Prior to Final Acceptance (as defined in the Contract), the warranty, as set forth in Section 6 below, shall be written and issued by the manufacturer and such warranty shall be delivered by Contractor to CRRA. All workmanship, equipment and materials to be furnished under the Contract shall be warranted for the Warranty Period against defects. Repairs or replacements, where necessary, shall be made promptly within the Warranty Period by Contractor and shall include all labor, materials, and equipment necessary to insure such repairs or replacements. This warranty shall be in a form acceptable to the CRRA.

6. Workmanship and Material Warranty

The Contractor shall: a) provide CRRA with the manufacturer's standard warranty as contained in the Technical Specifications which shall be included in the base bid; and b) include under Section 2.02 (B) of the Proposal your longest extended warranty with specific price to be exercised at the option of the CRRA.

Any other additional warranties should be included on all components under a separate letter to the CRRA as an option to be exercised. Furthermore, Contractor warrants the workmanship, equipment, and materials furnished under this Contract against defects for the Warranty Period. In connection therewith Contractor shall obtain all warranties and guarantees for all material and equipment furnished hereunder by Contractor that are assignable to the CRRA including but not limited to the manufacturer's warranty referenced in these Technical Specifications, and Contractor shall assign such warranties and guarantees to the CRRA prior to Final Acceptance. Contractor shall be obligated to repair or replace, at its sole cost and expense, any workmanship, equipment, or materials which are or become defective during the Warranty Period.

EXHIBIT A

SWEeper SPECIFICATIONS

1. GENERAL SPECIFICATIONS

1.1 Cab

- (a) Completely galvanized or corrosion resistant.
- (b) Fresh-air heater/ventilator pressurizer/defroster, air conditioner, adjustable vents with cab dome light.
- (c) Gauges – speedometer/odometer, water temperature, oil pressure, voltmeter, fuel and water gauge.
- (d) A high beam indicator, parking brake indicator and directional signal switch.
- (e) A 5 lb fire extinguisher.
- (f) Deluxe vinyl air operator suspension seats – provide both left and right operator seats.
- (g) Windows shall be tinted and provide maximum visibility for 360 degrees.
- (h) Doors and ignition shall be keyed alike.
- (i) Door latch system shall be FMVSS approved.
- (j) Windshield wiper shall be two speed with washer.
- (k) Sweeper shall have one (1) inside rear view and two (2) outside mirrors.
- (l) Electric single tone horn.
- (m) Rotating strobe light.
- (n) Steering, full power with manual override.

1.2 Chassis (Body)

- (a) Type – 3 or 4 wheel shall be provided and detailed.
- (b) If 3 wheel is provided, steering strut shall have dual wheels.
- (c) Upper panel – Plexiglas bubble type sliding.
- (d) Lower panel – flat safety glass.
- (e) Opening – from rear.
- (f) Latches – automotive.
- (g) Dust protection – rubber gasket sealed.
- (h) Heavy duty steel bumpers with rubber padding capable of limiting the forward movement from impact.

- (i) Front and rear toe hooks.
- (j) Steering, full power with manual override.
- (k) Diesel fuel tank with minimum capacity of 35 U.S gallons.
- (l) Automatic electronic back-up alarm.
- (m) Auto lubrication system.
- (n) Noise levels – During normal sweeping, interior cab sound level of 85db (A) and a pass-by level of 82db (A) when tested to SAE J919B, respectively.

1.3 Engine

- (a) 4 or 6-cylinder diesel turbocharged, dynamically counter balanced.
- (b) Rubber mounted engine.
- (c) Horsepower – 99 to 240 @ 2500 RPM or equivalent.
- (d) 1000 watt block heater.
- (e) Air cleaner – dual safety element dry type.
- (f) Anti-Freeze mixture rated at below 20 degrees.
- (g) Replaceable wet sleeve cylinders liners.
- (h) Engine shutdown and manual override switch.
- (i) Engine compartment doors to have raising assist cylinders.

1.4 Fuel System

- (a) Tank capacity – 35 gallon.
- (b) Location – outside operator’s compartment.
- (c) Tank construction – steel.

1.5 Drive System

- (a) Hydrostatic drive or 5- speed automatic (provide manufacture and details).

1.6 Hydraulic System

- (a) Power shall be provided by shaft and gear driven pumps.
- (b) Hydraulic reservoir shall be not less than 30 gallons, baffled and with sight gauge.
- (c) Provided maximum cooling efficiency for hydraulic cooler.
- (d) All circuits shall have quick-disconnect check ports.
- (e) Shutdown to be supplied which stops engine when hydraulic oil in the reservoir falls below the acceptable level required.

1.7 Electrical System

- (a) Alternator/regulator – unitized, 105 ampere.
- (b) Battery – twelve-volt system, Group 31.925 CCA.
- (c) Light (exterior) – All lighting D.O.T approved sealed multiple beam headlights, combination stop and tail lights, adjustable side broom spotlights (2), directional signals with hazard switch, electronic backup alarm, color-coded wiring.
- (d) Wiring to be harnessed, identified by color and word coded wires.
- (e) Electrical connections to be sealed with weatherproof polarized connectors.
- (f) In-cab switch to disconnect battery from the sweeper.

1.8 Tires

- (a) Tires shall be tubeless radial and not less than 14 ply rated.
- (b) Specify tire size.

1.9 Brakes

- (a) Service brakes – full power, fully enclosed, hydraulic, internal expanding drum and shoe with parking brake (or equivalent).
- (b) Protection – Double dust shield enclosed.
- (c) Actuation – hydraulic by foot pedal.
- (d) Surface – 256 sq. in. (1652 cm).
- (e) Loss of engine or hydraulic power shall not automatically engage brakes.
- (f) Neither service brakes or parking brake engagement or disengagement shall be dependent on any electrical circuit.

1.10 Wheels

- (a) Front – steel disc type, mounted on alloy steel axle.
- (b) Rear – dual steel disc type, mounted on alloy steel axle.
- (c) Protection – skid plate supports under front axle, full fenders over drive wheels.

1.11 Paint

- (a) Provide specifications and color options.

1.12 Conveyor System

- (a) Hydraulically driven and reversible without stopping any broom.
- (b) Able to load hopper to 100% capacity.
- (c) Capable of handling debris of variable sizes from fine sand to 6” trash height.

- (d) Drive – hydraulic motor, chain and sprocket drive.
- (e) Protection – relief valve.
- (f) Speeds – forward/reverse independent of brooms.
- (g) Conveyor stall alarm / indicator located within the cab.

1.13 Hopper

- (a) Volumetric capacity – not less than 3.5 cu. Yards (2.7 m).
- (b) Dumping height – not less than 9 ft. 6 in. (2895 mm).
- (c) Clearance height required when dumping at maximum height – 16 ft. (4877 mm).
- (d) Lifting capacity – not less than 9000 lbs. (4080 kg).
- (e) All moving parts and pins to be greasable.

1.14 Main (Pick Up) Broom

- (a) Type – prefab polypropylene, disposable.
- (b) Size – not less than 35 in. diameter x 66 in. long.
- (c) Core – steel, reversible.
- (d) Controls – raising, lowering, hydraulically from cab.
- (e) Direct drive hydraulic with variable broom speed from 80 RPM to 140 RPM.

1.15 Side Broom (Hydraulic Type)

- (a) Type – vertical digger.
- (b) Diameter – not less than 36 in. (914 mm).
- (c) System shall include a side broom position indicator within the cab.
- (d) Brooms shall be hydraulic, direct drive mounted on right and left side with variable speed from 90 RPM to 160 RPM.
- (e) Protection – in/out (adjustable recoil spring), up/down, forward/back.
- (f) Suspension – positive hydraulic positioning with spring cushion float over street surface.
- (g) Controls – raising, lowering, and positioning hydraulically by operator with single lever in cab.
- (h) Segments – four, quickly detachable, plastic.

1.16 Water Spray System

- (a) Tank capacity – not less than 180 gallons with fill hose and hydrant coupling.
- (b) Construction – polyethylene or stainless steel.
- (c) Pump type – centrifugal with run-dry capability.

- (d) Controls – on/off, variable flow, in-cab.
- (e) Spray nozzles – adjacent to each broom, atomizing.
- (f) Conveyor lower roller cleanout shall be provided.
- (g) Provide automatic internal hopper / conveyor flush & wash down system.
- (h) An in-cab dash mounted control and visual indicator to be provided.

1.17 Warranty

- (a) Manufacturer's warrantee shall be not less than three (3) years on entire vehicle and not less than ten years protection against rust-through of water tank.
- (b) Bidders submitting literature stating warranties which do not fully comply with warranty requirements as specified must submit a letter from the manufacturer certifying warranty compliance.

1.18 Manuals

Supply three (3) operating and three (3) parts & repair manuals, hard copy and on CD ROM.

2. NOTE

Bidder must note any deviation from the requested specifications by denoting such deviation with an (*). An explanation of each deviation must be outlined and submitted on a separate sheet along with the quotation being submitted by the bidder.

Bidder to provide all standard features not directly specified which the manufacture normally offers as standard equipment and quote in base price.

3. SERVICE AND TRAINING

Vendor must provide eight (8) hours of instructional on hand training to insure safe operations.

Vendor shall provide a qualified technician for fifteen (15) hours to provide training which includes safety, operation, maintenance and service.

4. DELIVERY

Bidder must provide a full delivered price F.O.B Hartford, Connecticut.

Vendor will supply four (4) sets of keys at delivery.

**CONNECTICUT RESOURCES RECOVERY AUTHORITY
MID-CONNECTICUT PROJECT**

SWEEPER AGREEMENT

SPECIFICATION NUMBER _____

This **SWEEPER AGREEMENT** (the "Contract") is made and entered into this _____ day of _____, 2006, by and between **CONNECTICUT RESOURCES RECOVERY AUTHORITY** ("CRRA"), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and _____ ("Contractor"), a _____ of the State of _____, having its principal offices at _____, _____.

WITNESSETH

CRRA and Contractor, each in consideration of the undertaking, promises and agreements on the part of the other, have, by reason of a proposal dated July __, 2006, and made by Contractor to the CRRA (the "Proposal") and an award of Contract made by the CRRA on _____, 2006 (the "Notice of Award") promised and agreed, and the CRRA for itself and its successors and assigns, and Contractor for itself and its heirs, executors and administrators, successors and assigns do hereby agree, promise and undertake as follows:

1. OBLIGATIONS OF CONTRACTOR

Contractor shall, at its own proper costs, charge and expense, furnish all equipment required by this Contract, with appurtenances of every kind complete in the manner and within the time stipulated by the CRRA, but if not so stipulated, then as stated by Contractor in the Proposal. All equipment to be furnished under this Contract shall be furnished and completed pursuant to and strictly in conformance with the Information For Bidders, the Proposal, and the Technical Specifications for this work, all of which are made a part hereof as if fully set forth herein. In the event of a conflict between the Proposal and either this Contract, the Information For Bidders, or the Technical Specifications, then the terms and conditions of such Contract, Information For Bidders, or Technical Specifications shall control and prevail. The terms of contract documents or Contract Documents shall mean this Contract, the Information For Bidders, the Technical Specifications, the Proposal, the Notice Of Award, and any written amendments to any of the foregoing documents, and any term defined in this Contract and used in any other Contract Document shall have the same meaning as set forth herein.

2. CRRA TO DECIDE

All equipment furnished under this Contract shall be inspected by CRRA and deemed satisfactory by CRRA at its sole and absolute discretion.

CRRA shall in all cases determine the quality, acceptability and fitness of the equipment which is to be paid for under this Contract, and shall decide all questions which may arise as to the fulfillment of this Contract on the part of Contractor. The determination and decision of the CRRA thereon shall be final and conclusive upon said Contractor, and such determination and decision, in case any question shall arise between the parties hereto touching this Contract, shall be a condition precedent to the right of the Contractor to receive any money under this Contract.

CRRA shall make all necessary interpretations as to the meaning and intention of the Technical Specifications, Information For Bidders, this Contract, and any other Contract Documents. CRRA shall give all orders and directions contemplated therein or thereby, and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this Contract.

3. ASSIGNMENT

Contractor shall not assign, transfer, convey or otherwise dispose of or part with the control of this Contract or any part thereof without the prior written consent of CRRA. Contractor shall not assign, by power of attorney or otherwise, any of the moneys to become due and payable under this Contract unless it obtains CRRA's prior written consent. Any such attempted assignment shall, at the option of said CRRA, forthwith work an avoidance of this Contract, or such attempted assignment may be treated by said CRRA as null and void.

4. LIABILITY AND INDEMNITY

Contractor shall at all times defend, indemnify and hold harmless CRRA and its directors, officers, agents and employees from and against any and all claims (including, but not limited to, patent infringement claims, and claims for payment for labor, material, or equipment furnished, including taxes applicable thereto), damages, losses, judgments, workers' compensation payments and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, employees, agents or other contractors, or (b) Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of the CRRA caused by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. Contractor's obligations under this Section 4 shall survive the termination or expiration of this Contract.

The existence of insurance shall in no way limit the scope of this indemnification.

5. DEFECTIVE WORK

CRRA's inspection of the equipment shall not relieve Contractor of any of its obligations to fulfill this Contract as herein prescribed, and defective equipment may be rejected notwithstanding that such defects may have been previously overlooked by CRRA and accepted or estimated for payment. If any part thereof shall be found defective at any time before the Final Acceptance, as defined in Section 8 herein, Contractor forthwith shall make good on and correct such defect in a manner satisfactory to the CRRA. In case the nature of the defects in the equipment is such that it is not expedient to have them corrected, Contractor shall pay CRRA or CRRA shall have the right to deduct from the amount due Contractor on the final settlement of the accounts, such sums of money as CRRA considers a proper equivalent for the difference between the value of the equipment guaranteed under the proposal and actually supplied, or a proper equivalent for the damage.

6. TIME

Contractor agrees that:

- (a) Time is of the essence with respect to Contractor's performance under the proposal hereunder; and
- (b) Contractor shall perform in accordance with the Proposal and any progress schedules which may be required in the Technical Specifications and shall furnish all equipment required for such work.

7. PRICES

Subject to the terms and conditions of Section 8 herein, CRRA shall pay, and Contractor shall receive as full compensation for everything furnished by the Contractor under this Contract, the sum specified in the schedule of prices of the Proposal for the equipment so furnished, and in accordance with, but not limited by, any interpretative clauses or specific lists of inclusions or exclusions which may appear in the Technical Specifications.

8. FINAL PAYMENT

As soon as is practicable after Contractor's delivery of all equipment under this Contract to CRRA, CRRA shall make an inspection of the equipment furnished under this Contract. CRRA must be completely satisfied with the inspected equipment at its sole and absolute discretion. As soon as is practicable, CRRA must notify Contractor of the results of its inspection. If CRRA is satisfied with the equipment at its sole and absolute discretion, CRRA shall pay to Contractor the sum found to be due hereunder, after deducting therefrom all previous payments, within sixty (60) days of such notification of the inspection's results.

No persons, partnerships or corporations other than the signer of this Contract as Contractor have any interest hereunder, and no claim shall be made or be valid, and neither CRRA nor

any member or agent thereof shall be liable for, or be held to pay, any money, except as herein provided. The acceptance by Contractor of the last payment made as aforesaid or as provided elsewhere herein shall operate as and shall be a release to CRRA, and every agent thereof, from all claim and liability to Contractor for everything furnished to CRRA. The equipment furnished hereunder shall not be considered as completed and finally accepted unless and until evidenced by a final certificate of acceptance issued by the CRRA (“Final Acceptance”).

9. WORKMANSHIP AND MATERIALS WARRANTY

Contractor shall:

- (a) Provide CRRA with the manufacturer’s standard warranty as referenced in the Technical Specifications, which warranty shall be effective from the date of Final Acceptance by CRRA through the date or dates specified in, or determined by, such warranty (hereinafter referred to as the “Warranty Period”); and
- (b) Include under separate header any extended warranties with specific price/costs on all major as well as any applicable sub-components, to be exercised at the option of CRRA.

For the Warranty Period, Contractor warrants the equipment furnished under this Contract against defects. In connection therewith, Contractor shall obtain all warranties and guarantees for all the equipment furnished hereunder by Contractor that are assignable to CRRA including but not limited to the manufacturer’s warranty referenced in the Technical Specifications, and Contractor shall assign such warranties and guarantees to CRRA prior to Final Acceptance. Contractor shall be obligated to repair or replace, at its sole cost and expense, any equipment which is or became defective during the Warranty Period.

10. WAIVER

Neither the inspection by CRRA, or any of its employees, nor any order, measurement or certificate by CRRA, nor any order by CRRA for the payment of money, nor any payment for, nor acceptance of, the whole or any part of the work by CRRA nor any extension of time, nor any possession taken by CRRA or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to CRRA, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided.

11. COMPLIANCE WITH AND CONTROLLING LAW

Contractor shall comply with all applicable laws, rules, regulations, permits and orders of all federal, state and local governments as they pertain to this Contract including those related to the terms of employment by Contractor of its employees. The laws of the State of Connecticut shall govern and control the terms and conditions of this Contract.

12. MODIFICATIONS

This Contract may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Contract.

13. STATUS OF CONTRACTOR

CRRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any work for CRRA hereunder and that Contractor shall perform such work in its own manner and method subject to the terms of this Contract. Nothing in this Contract shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship, an employer-employee relationship, or any other relationship between CRRA and the Contractor other than that of an owner and an independent contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of CRRA, and Contractor has no power from CRRA to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever.

14. BENEFIT AND BURDEN

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

15. SEVERABILITY

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

16. EQUAL OPPORTUNITY

Contractor agrees to the following: (1) Contractor agrees and warrants that in the performance of this work for CRRA, Contractor 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 Contractor 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. Contractor 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 Contractor that such disability prevents performance of the work involved; (2) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, 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) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative or vendor of Contractor'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) Contractor 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; (5) Contractor 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 Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes.

17. USAGE

Whenever nouns or pronouns are used in this Contract, 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.

18. CAPTIONS

The captions contained in this Contract have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Contract.

19. COUNTERPARTS

This Contract may be executed in any number or counterparts by the parties hereto, and each counterpart so executed shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate on the day and year first above written, one (1) copy to remain with the CRRA, and other to be delivered to Contractor.

CONTRACTOR

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: _____

By: _____

Its
Duly Authorized

Thomas D. Kirk
Its President
Duly Authorized