



NEW HAVEN PUBLIC SCHOOLS

### Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Robert McCain, Science Supervision  
**Date:** 11/27/2023  
**Re:** Award of PO to Trident to provide Manufacturing Lathes and Mills to Hillhouse and Cross to the new Manufacturing Pathway

**Answer all questions** and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information		
Vendor Name:	Trident Machine Tools, LLC	
Doing Business as: (DBA)		
Vendor Address:	651 Day Hill Road Windsor, CT 06095	
Vendor Contact Name:	Lorraine Palmer	
Vendor Contact Email:	lpalmer@hfotrident.com	
Is the contractor a minority or women owned small business?	No	
Agreement/Contract Information		
New or Renewal Agreement/Contract?	New	
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From: January 2, 2024	To: January 2, 2025
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$607,801	
Funding Source Name: Acct. #:	2560-6440-54411-0061 (Cross) 2560-6440-54411-0062 (Hillhouse)	
Contract #: <small>(Local or State)</small>	Sole Source	



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**Key Questions:**

**1. What specific service will the contractor provide:**

Trident will provide the following machines for the manufacturing program:

- 4 Lathes
- 4 Mills
- 8 Simulators
- 12 Desktop Mills

**2. How was the contractor selected? *\*Attach appropriate supporting documents***

- Quotes
- Sealed Bid # \_\_\_\_\_
- Sole Source # SLSRC 30006X NHPS
- RFP# \_\_\_\_\_
- State Contract #
- Exempt Professional
  - Accountant
  - Actuary
  - Appraiser
  - Architect
  - Artist
  - Dentist
  - Engineer
  - Expert Professional Consultant
  - Land Surveyor
  - Lawyer
  - Physician/Medical Doctor

**3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:**

**a. Please explain how the vendor was chosen? *\*Attach NAVendor Proposal***

n/a

**b. Who were the members of the selection committee? *(Minimum 3 members required)***

n/a



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<b>4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?</b>
NA
<b>5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? <small>*Attach Renewal Letters</small></b>
NA
<b>6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?</b>
NA
<b>7. Is this a service that existing staff could provide? Why or why not?</b>
No – specialized State-of-the-Art Manufacturing machines that are used by local Manufacturing Companies



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**Agreement/Contract Processing Checklist**

*To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.*

**Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement\_Contract\_Checklist\2022-2023**

<b>1. Has this vendor performed service(s) in prior fiscal years?</b>	
If Yes,	Vendor # _____
If No or New,	Vendor must provide completed W9
<b>2. A quotes or proposal submitting regarding the agreement/contract.</b>	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p><b>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></b></p> <p><b>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></b></p> <p><b>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</b></p>	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
<p><b>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</b></p>	
Emailed Disclosures are acceptable.	



# MEMORANDUM

## BUREAU OF PURCHASES

### CITY OF NEW HAVEN

Malinda M. Figueroa, Purchasing Agent  
200 Orange Street, Room 301  
New Haven, Connecticut 06510  
Telephone (203) 946-8201  
Facsimile (203) 946-8206  
Email: mfiguero@newhavenct.gov

**SLSRC #30006X NHPS**

DATE: October 16, 2023

TO: Robert McCain, Science Supervisor

FROM: Malinda M. Figueroa, Purchasing Agent  
*Malinda Figueroa*

RE: Sole Source – Trident Machine Tools, LLC dba HFO Trident, LLC

I have received your sole source request with supportive documentation for Trident Machine Tools, LLC dba HFO Trident, LLC, the sole manufacturer, and distributor for HAAS Machines. The unique feature of Haas is one control for all machine tool models, which ensures continuity for parts and services. These tools will be utilized under the Manufacturing programs at Wilbur Cross High School and James Hillhouse High School. The equipment is unique to the vendor.

Therefore, pursuant to Section 74(d)(i) of the City Charter, I hereby designate the above referenced vendor as the "Sole Source" vendor for the above referenced purpose. This Sole Source letter shall be reference for all future transaction associated with this vendor.

***While all else remains the same this Sole Source does not expire.***

Please note any non-competitively bid contract which is \$100,000.00 or greater may require Board of Alder approval.

Any questions, please feel free to contact me @ x8201.

c: Linda Hannans/Carl Carangelo/Michele Bonanno, NHPS  
Arami Martinez, Accounts Payable  
File

**For: Office Use Only**

Vendor No.	Date Entered
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Mail  Fax  Email

Vendor:

**CITY OF NEW HAVEN**  
 Department of Education  
 54 Meadow St., New Haven, CT 06519  
**VENDOR PURCHASE ORDER**

P.O.
▲ This number must appear on all invoices and package of shipment

**PURCHASE ORDERS NOT  
 COMPLETED AND DELIVERED  
 WITHIN 60 DAYS ARE  
 AUTOMATICALLY CANCELLED**

**SPECIAL FUNDS**

Fiscal Year:

Deliver To:

Date Prepared	Fund	Agency	Program	Object	Project Code
					<b>see below</b>

Quantity	Description	Unit Cost	Total Cost
		Shipping Charge	

**PLEASE NOTIFY BUSINESS OFFICE IF YOUR TOTAL COST EXCEEDS OUR TOTAL AMOUNT BEFORE SHIPPING**

Authorized Supervisor's Signature <i>Michele Bonanno-jl</i> Click or tap to enter a date.	Business Office Approval Click or tap to enter a date.	Principal's Signature Click or tap to enter a date.	Total Amount
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**SUBMIT PURCHASE ORDERS TO:**  
 SpecialfundsPO@new-haven.k12.ct.us

**FOR PAYMENT:** Send Your Invoice Electronically or By Mail:  
 Email: [NHInvoice@newhavenct.gov](mailto:NHInvoice@newhavenct.gov)  
 Mail: **New Haven Public Schools, Attn: Dept. of Special Funds**  
 54 Meadow Street, New Haven, CT 06519  
 Fax: **1-203-946-5740**



# Haas Factory Outlet

A Division of Trident Machine Tools, Inc.

# PROPOSAL

Number MCHF082223

Date Aug 22, 2023

Sold To
<b>New Haven Public Schools</b> 54 Meadow Street New Haven, CT 06519 US  Robert McCain <b>Phone</b> <b>Fax</b>

Ship To
<b>New Haven Public Schools</b> 54 Meadow Street New Haven, CT 06519 US  Robert McCain <b>Phone</b> <b>Fax</b>

Here is the quote you requested.

Salesperson	Terms	FOB
Lorraine Palmer	Net 30	Oxnard, CA

Qty	Part Number	Description	Unit Price	Ext. Price
1	SHIPPING/TOOLING	Additional Freight Charges & Additional Tooling (Refer to quote dated 2/22/23/ Quote# TMT1611227)	\$5,125.18	\$5,125.18
			<b>Total</b>	<b>\$5,125.18</b>

Please contact me if I can be of further assistance.

Machinery Finance Resources  
 Personalized Service. Fast Credit Decisions.  
 Your Financing Solution



CONTACT A FINANCE SPECIALIST  
 phone: 860-687-2275  
 email: jltgarcia@tridentresources.com  
 web: www.tridentresources.com



Scan for Fast Track Application

651 Day Hill Road  
 Windsor, CT 06095  
 PH: 860-687-2466  
 Fax: 860-687-2477



**Haas Factory Outlet**

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A Division of Trident Machine Tools, Inc.

# TM-1P WITH HA5C AND SIMULATOR / TL-1 WITH SIMULATOR / DESKTOP MILL PROPOSAL

PROPOSAL: **TMT1612439**

DATE: **8/22/2023**

PREPARED FOR:  
**ROBERT MCCAIN**  
**NEW HAVEN PUBLIC SCHOOLS**  
**54 MEADOW ST**  
**NEW HAVEN CT 06519-1783**

PREPARED BY:

**LORRAINE PALMER**

**TRIDENT MACHINE TOOLS, LLC**

**860-878-4835**

**lpalmer@hfotrident.com**



# QUOTATION

## TM-1P × 4

**\$171,980.00**

### Travels

X Axis .....	762 mm / 30.0 in
Y Axis .....	406 mm / 16.0 in
Z Axis .....	406 mm / 16.0 in
Spindle Nose to Table (~ max) .....	508 mm / 20.0 in
Spindle Nose to Table (~ min) .....	102 mm / 4.0 in

### Options

Standard Program Memory, 1 GB × 4 .....	Included
Convenience Package × 4 .....	Included
6000-rpm Spindle × 4 .....	Included
Spindle Orientation × 4 .....	\$ 5,580.00
Coolant Pump Kit × 4 .....	Included
Early Power-Failure Detection Module × 4 .....	Included
Ethernet Interface × 4 .....	Included
HaasConnect: Remote monitoring × 4 .....	Included
HaasDrop × 4 .....	Included
Lifting Provision × 4 .....	Included
Media Display M-Code; M130 × 4 .....	Included
Safe Run × 4 .....	Included
10-Pocket Carousel Tool Changer × 4 .....	Included
Control Touch Screen × 4 .....	Included
WiFi Connection for the Haas Control × 4 .....	Included
Work Light × 4 .....	Included
CT-Style Tool Changer Grippers × 4 .....	Included
4th-Axis Drive and Wiring × 4 .....	\$ 12,780.00
Chip Auger × 4 .....	\$ 14,780.00
WiFi Camera × 4 .....	\$ 3,180.00
Rigid Tapping × 4 .....	\$ 7,580.00
LOW-VOLT × 4 .....	Included
1-Year Extended Warranty × 4 .....	\$ 31,580.00

Machine & Options Total ..... \$ 247,460.00

**MACHINE TOTAL ..... \$ 247,460.00**

## HA5C × 4

**\$45,580.00**

### Options

Manual Collet Closer × 4 .....	Included
Direct Control by Mill CNC × 4 .....	Included
Sigma 7 Servomotors × 4 .....	Included
4" Manual Tailstock × 4 .....	\$ 6,780.00

HA5C TOTAL ..... \$ 52,360.00

## SIMULATOR × 4

**\$7,980.00**

### Options

SIMULATOR TOTAL ..... \$ 7,980.00

## TL-1 × 4

**\$126,780.00**

### Travels

X Axis .....	203 mm / 8.0 in
Z Axis .....	762 mm / 30.0 in

## Options

1800-rpm Spindle, A2-5 × 4	Included
Standard Program Memory, 1 GB × 4	Included
Coolant Pump Kit × 4	Included
Chip Enclosure × 4	Included
Early Power-Failure Detection Module × 4	Included
Ethernet Interface × 4	Included
HaasConnect: Remote monitoring × 4	Included
HaasDrop × 4	Included
User-Definable Macros × 4	Included
Control Touch Screen × 4	Included
Visual Part Programming System × 4	Included
WiFi Connection for the Haas Control × 4	Included
Work Light × 4	Included
Inch Measurement Units × 4	Included
4-Station Tool Turret × 4	\$ 33,980.00
Electronic Handwheels × 4	\$ 5,980.00
Manual Tailstock, MT4 × 4	\$ 12,380.00
WiFi Camera × 4	\$ 3,180.00
LOW-VOLT × 4	Included
8" Manual 3-Jaw Chuck, A2-5 × 4	\$ 7,180.00
1-Year Extended Warranty × 4	\$ 8,780.00
<b>Machine &amp; Options Total</b>	<b>\$ 198,260.00</b>
<b>MACHINE TOTAL</b>	<b>\$ 198,260.00</b>

## SIMULATOR × 4

**\$7,980.00**

### Options

<b>SIMULATOR TOTAL</b>	<b>\$ 7,980.00</b>
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## DESKTOP MILL × 12

**\$119,940.00**

### Travels

X Axis	152 mm / 6.0 in
Y Axis	254 mm / 10.0 in
Z Axis	76 mm / 3.0 in
Spindle Nose to Table (~ max)	80 mm / 3.2 in

### Options

Visual Part Programming System × 12	Included
15,000-rpm ER11 Spindle × 12	Included
Ethernet Interface × 12	Included
Standard Program Memory, 1 GB × 12	Included
User-Definable Macros × 12	Included
7" Desktop Mill Vise × 12	Included
Coordinate Rotation and Scaling × 12	Included
HaasConnect: Remote monitoring × 12	Included
HaasDrop × 12	Included
Media Display M-Code; M130 × 12	Included
6-Month Standard Warranty × 12	Included
Control Touch Screen × 12	Included
WiFi Connection for the Haas Control × 12	Included
High-Speed Machining × 12	Included
Desktop Software Package × 12	\$ 26,340.00
LOW-VOLT × 12	Included
<b>Machine &amp; Options Total</b>	<b>\$ 146,280.00</b>
<b>MACHINE TOTAL</b>	<b>\$ 146,280.00</b>

### ADDITIONAL ITEMS

PC 0604 Discount: EDU: 15% Machine, 25% Tooling Disc	\$ -73,824.00
Free Warranty Discount: Free Warranty Discount	\$ -40,360.00

<b>FREIGHT SHIPPING &amp; HANDLING: Cross country freight to a rigger of your choice</b>	\$ 29,674.82
<b>PROJECT MANAGEMENT &amp; COORDINATION</b>	\$ 300.00
<b>MISC. SERVICES FEE</b>	\$ 190.00
<b>HAAS TOOLING ALLOWANCE: \$34,500</b>	\$ 25,875.00
<b>RIGGING: Rigging is not included in this quote</b>	\$ 0.00
<b>Desk Top: Install &amp; Activation Codes</b>	\$ 500.00

\* Not available for field installation

# TOTAL INVESTMENT

# \$602,675.82

<b>Shipping point</b>	FOB Oxnard, CA
<b>Payment Terms</b>	Net 30 from shipment
<b>Validity</b>	End Of August 2023
<b>Warranty</b>	1 Year manufacturers limited warranty on machines and 6 months on Desk Tops
<b>Installation</b>	Included
<b>Training</b>	ONSITE AVAILABLE AT A CHARGE \$2025 PER DAY
<b>Pre-Installation Information</b>	HaasCNC.com/start

### Comments by Lorraine Palmer

Only 1 Installation & Activation fee has been charged for the 12 Desktops Mills, saving you \$5,500.00.

Special bulk order freight pricing Included..

8 Simulators now Included at no charge, with a discounted freight price, for a bulk order to cover the shipping charge for them.



## TERMS AND CONDITIONS

### TERMS AND CONDITIONS

1. **STANDARD TERMS:** This document contains the standard terms and conditions (the "Terms") applicable to dealings between Trident Machine Tools, LLC (HFO Trident) ("SELLER") and its customers, including the customer signing this document below ("BUYER"). The Terms are incorporated into, and a material part of: (a) each proposal to sell goods ("Goods") and, if applicable, ancillary services ("Services") made by SELLER to BUYER (a "Proposal"), (b) each order to purchase Goods and/or Services submitted by BUYER to Seller (an "Order"), (c) each acceptance of an Order by SELLER (an "Acceptance"), (d) each invoice issued by SELLER (an "Invoice"), and (e) all other documents exchanged between SELLER and BUYER pertaining to any ORDER (each Proposal, Order, Acceptance, Invoice or other relevant document is a "Document"); in each case regardless of whether the Terms are referred to in the Document and regardless of whether the Document is submitted or provided electronically, on paper or otherwise. The Terms shall control over any contrary terms or conditions set forth in any Document, regardless of when the Document may be provided by BUYER to SELLER or SELLER to BUYER, except as expressly agreed by SELLER and BUYER in a writing specifically described as an amendment of the Terms, and SELLER and BUYER expressly object to any contrary terms or conditions.

### 2. PROPOSALS AND ORDERS:

- a) A Proposal is valid for 30 days from the date shown on it unless otherwise specified in it.
- b) A Proposal does not constitute a firm offer, but is rather an invitation to BUYER to place an Order.
- c) All Orders shall be in writing. All Orders shall be subject to written Acceptance by SELLER.
- d) SELLER is not the manufacturer of any of the Goods. All weights, measurements and other specifications of Goods set forth in Proposals, Orders and Acceptances are estimates based on information provided by the manufacturer, and SELLER shall not be responsible for any deviations therefrom. Brochures, photographs and other illustrations depicting or describing Goods are non-binding in detail, and BUYER acknowledges that such brochures, photographs and other illustrations may have been superseded since being provided by the manufacturer. BUYER acknowledges further that manufacturers reserve the right to discontinue or to make changes to their products at any time, and that Goods are subject to specification and/or design changes without prior notice. Nothing contained in any descriptions of the Goods set forth in any Proposal, Order, Acceptance or other Document shall expand or otherwise affect SELLER's warranty obligations as set forth in Section 7.
- e) Any production estimates provided by SELLER are not guarantees of actual production unless specifically so stated in writing and signed by a duly authorized officer of SELLER. All time study figures relating to Goods are only estimates based on information provided to SELLER pertaining to finish required, machine-ability of the Goods, amount of material to be removed, BUYER's operating conditions and similar factors.
- f) SELLER retains the right to correct in its Acceptance any clerical error contained in a Proposal or an Order. BUYER agrees to promptly notify SELLER of any suspected clerical error in a Proposal.

### 3. PRICES:

- a) All prices listed in a Proposal are F.O.B. Ship Point (i.e., manufacturer's factory, port of entry or stocking warehouse) unless otherwise specified. Prices are subject to change without notice until confirmed by SELLER in its Acceptance.
- b) Prices quoted in a Proposal do not include sales, use, excise, property or similar taxes arising out of or relating to the sale, purchase, ownership or use of Goods or Services, and all sales are made subject to applicable taxes, the entire amount of which BUYER agrees to pay. BUYER shall provide SELLER with any applicable tax exemption certificates acceptable to appropriate taxing authorities together with an Order. BUYER shall indemnify and hold SELLER harmless from and against the imposition and payment of such taxes. SELLER may in any Invoice or separately bill BUYER at any time for any such taxes, in which case BUYER shall pay the same to SELLER, but SELLER shall not be obligated to do so.
- c) All freight and rigging quoted in a Proposal is subject to change until confirmed by SELLER in its corresponding Invoice.
- d) SELLER will be compensated for all service work performed by SELLER on Goods not covered by manufacturer's warranty or after the manufacturer's warranty period has expired at SELLER's then prevailing rate, plus all expenses, transportation, material and parts.

### 4. PAYMENT TERMS: Subject to SELLER's credit approval of BUYER:

- a) The terms of payment with respect to any Order shall be as specified in the Proposal or the Acceptance applicable to the Order (with the Acceptance controlling if differing terms are specified). If terms of payment are not specified in a Proposal or Acceptance, then BUYER shall pay 20% of purchase price as a non-refundable deposit at time of transmitting an Order (the "Deposit") 70% of the purchase price, 2 business days prior to factory completion date of Goods and 10% net 15 days from installation, not to exceed 30 days from shipment of goods (the "Final Payment"). In the case of leased and financed Orders, the Final Payment is due upon the sooner of BUYER's signing the delivery slip or acceptance or installation of Goods, but in no event later than 30 days from SELLER's shipment of Goods. In the case of Orders containing SELLER Showroom and Inventory Goods, the BUYER shall pay 90% of the purchase price as a non-refundable deposit at time of transmitting an Order (the "Deposit") and 10% net 15 days from installation, not to exceed 30 days from shipment of goods (the "Final Payment"). Any unpaid amount shall bear interest from the due date until payment at a rate equal to the lesser of 2% per month or the maximum percentage permitted by law. Delays in installation and/or delays in operation of Goods caused by damage, warranty service or warranty replacement of parts or otherwise shall not extend or alter time for payment.
- b) BUYER shall pay all of SELLER's costs (including without limitation court costs and reasonable attorney fees) incurred in collecting past due amounts (whether purchase price or other amounts owing pursuant to the Terms) regardless of whether litigation is commenced.
- c) To secure the Obligations, BUYER hereby grants SELLER a first priority security interest in all Goods sold by SELLER to BUYER, any accessions thereto and any insurance, sale or other proceeds of the foregoing (the "Collateral"). For these purposes, the "Obligations" means all amounts due to SELLER in connection with Goods and/or Services sold to BUYER, including without limitation purchase price, taxes and all fees, expenses and reasonable attorneys' fees incurred by SELLER pursuant to or in connection with the Terms, the Obligations or the Collateral. BUYER agrees to insure the Collateral against loss or damage by fire or other risks and hazards in an amount no less than the replacement value

of the Collateral, and upon request to provide SELLER with evidence of such insurance identifying SELLER as loss payee as its interests may appear. BUYER authorizes SELLER to file with applicable governmental authorities financing statements and similar instruments describing the Collateral without the signature of BUYER. Upon BUYER's default in any payment or other performance under the Terms, SELLER may, in its sole and absolute discretion, declare all Obligations immediately due and payable without demand, protest or other notice of any kind, and SELLER shall have the right to repossess the Collateral (BUYER hereby granting SELLER a right of access to BUYER's premises for such purposes) and all other remedies of a secured party under the Uniform Commercial Code as in from time to time in effect in Connecticut.

5. SHIPPING:

a) Goods subject to an accepted Order shall be sent to the address listed in the applicable Proposal.  
b) Shipping schedules identified in a Proposal are approximate and subject to confirmation by SELLER with the manufacturer following SELLER's issuance of its Acceptance, despite anything set forth in an Order or other Document.

c) SELLER shall endeavor to accommodate BUYER's requested delivery schedule, but shall have no liability for loss to BUYER, whether direct, incidental and/or consequential, as a result of delays.

6. RISK OF LOSS: The risk of loss or damage to Goods shall pass to BUYER when Goods are placed with a carrier for delivery to BUYER. The carrier shall be deemed to be acting for and on behalf of BUYER, and the terms of payment for Goods shall not be affected by damage to or destruction of Goods.

7. WARRANTIES; REMEDIES:

a) Goods -- SELLER is NOT a manufacturer, and all Goods are manufactured by others. Accordingly, SELLER is not making and shall not make any warranties with respect to Goods other than that SELLER shall convey to BUYER good and marketable title to Goods. Other warranties available to BUYER are those, if any, extended by the manufacturer, to the extent they are in force and effect and may be assigned to BUYER. SELLER shall, upon written request, assign to BUYER any assignable rights SELLER has under the manufacturer's warranties. THE MANUFACTURER'S WARRANTY, IF ANY, AND SELLER'S WARRANTY OF TITLE, SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED BY SELLER.

b) Services -- SELLER warrants that Services will be performed in a workmanlike manner. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED BY LAW OR OTHERWISE, ALL OF WHICH ARE DISCLAIMED BY SELLER.

c) Remedies -- If SELLER breaches any warranty granted by SELLER with respect to the Goods, SELLER'S sole responsibility shall be to repair, replace or refund the purchase price for the applicable Goods, as determined in SELLER'S sole and absolute discretion. If SELLER breaches any warranty granted by SELLER with respect to Services, Seller shall either refund the portion of the purchase price relating to the defective Services or correct the defective Services, as determined in SELLER'S sole and absolute discretion.

d) Limitation of Damages -- If SELLER breaches any of the Terms (including by breach of its warranties), BUYER'S remedies shall be limited as set forth in Section 7c) and this Section 7d). SELLER shall not be liable for any of BUYER'S indirect, incidental, special or consequential damages relating to or arising from the breach, or punitive damages of any nature, and BUYER'S recovery in connection with any Order shall in no event exceed the purchase price actually paid to SELLER with respect to that Order. Without limiting the generality of the foregoing sentence, in no event shall SELLER be liable to BUYER for BUYER'S loss of profits, loss of use, or damages of any nature based upon a claim for breach of warranty or for faulty workmanship or materials or otherwise, whether or not SELLER has been advised of the potential for any such damages. BUYER acknowledges that the purchase price at which SELLER has agreed to provide Goods and/or Services reflects the SELLER'S disclaimer of warranties and limitation of remedies set forth in this Section 7 and further acknowledges that the purchase price would be substantially higher without such disclaimer and limitation.

8. CANCELLATION: All Orders are non-cancelable by BUYER except as approved in writing by SELLER in its discretion. It is agreed that any cancellation, whether or not approved by SELLER, shall damage SELLER. Accordingly, SELLER shall be entitled to retain the Deposit, and BUYER shall pay to SELLER the following (against which the Deposit shall be credited):

a) SELLER'S purchase price for the Goods delivered to BUYER prior to cancellation;

b) SELLER'S costs incurred in connection with Services provided prior to cancellation (including compensation costs and overhead);

c) All other out of pocket costs incurred by SELLER in connection with the Order, including without limitation cancellation or restocking charges that SELLER has or will incur; and

d) In the case the cancellation is not approved by SELLER, any other amounts to which SELLER may be entitled at law for BUYER'S breach, it being understood that unapproved cancellation shall be a breach by BUYER of the contractual relationship existing between SELLER and BUYER.

9. BUYER'S USE: BUYER agrees that its employees, contractors and invitees when operating Goods will comply with all operating procedures set forth in the manufacturer's operators manuals and instruction sheets relating to such Goods, and BUYER further agrees not to remove or modify any safety device, warning sign, operators manual or work handling tools. BUYER shall immediately notify SELLER of any accident or injury connected with use of the Goods and agrees, upon SELLER'S request, to cooperate with SELLER in investigating and determining the cause of the same. BUYER agrees to indemnify and hold harmless SELLER from and against any and all claims, suits, damages of any nature, losses, costs or expenses, including without limitation all fees and expenses of counsel and other professional advisors arising from use of any Goods or BUYER'S failure to comply with the Terms.

10. PERFORMANCE IN THE EVENT OF DEFAULT; NON-WAIVER OF DEFAULT: In addition to the rights and remedies conferred on SELLER by law and the Terms, SELLER will not be required to respond to or perform an Order (even if previously accepted) if BUYER is in default with respect to any other Order. If SELLER at anytime, in SELLER'S sole and absolute discretion, doubts BUYER'S ability to pay for Goods consistent with the Terms, SELLER may ship the Goods C.O.D. In the event of any default by BUYER under the Terms, SELLER may decline, in its sole and absolute discretion, to make further shipments of Goods to BUYER without in any way affecting its rights under the Terms. If, despite any default by BUYER, SELLER elects to continue to make shipments, SELLER'S actions shall not constitute a waiver of any default by BUYER or in any way affect SELLER'S remedies for such default under the Terms or otherwise.

11. CONFIDENTIALITY: All drawings, designs, specifications, manuals, programs and prices furnished to BUYER by SELLER shall remain the confidential and proprietary property of SELLER. All such information, except as may be found in the public domain, shall be held in strict confidence by BUYER and shall not be disclosed by BUYER to any third parties. As between BUYER and SELLER, all copyright interests in all material made available by SELLER shall remain in SELLER at all times, and BUYER waives any property or privacy rights BUYER may have with respect to all such information.

12. EMPLOYEES: BUYER agrees that neither it nor any of its affiliates will solicit for hire, hire or recommend for hire any employee of SELLER or any affiliate of SELLER during the period from SELLER's issuance of a Proposal until the first anniversary of the date on which Goods purchased pursuant to an Order are finally installed or Services obtained pursuant to an Order are fully provided. This Section 12 is a material inducement to SELLER to transact business with BUYER. This Section 12 shall cease to apply to any former employee of SELLER or an affiliate of SELLER on the date such employee has ceased to be employed by SELLER or an affiliate for six (6) months, and it shall not apply to the hiring of any employee of SELLER or an affiliate of SELLER whose initial contact with BUYER is such employee's response to a general public solicitation of employment applications by BUYER.

13. FORCE MAJEURE: SELLER shall not be responsible for nonperformance or late performance due to orders, regulations and/or ordinances by any government or governmental agency, act of God, war, terrorism, blockade, insurrection, mobilization, riots, fire, work stoppage, civil insurrection, flood, earthquake or any other circumstance beyond SELLER's reasonable control. Without limiting the preceding sentence, BUYER acknowledges that Goods originating from foreign countries are subject to export permit by the governmental authorities of the country from which such Goods originate.

14. REVISIONS: SELLER, in its sole and absolute discretion, may modify the Terms at any time and from time to time. The Terms as in effect at the time of SELLER's Acceptance shall govern the terms of sale of the Goods and Services contemplated by the Order so accepted, provided SELLER has provided BUYER with a copy of such Terms prior to or contemporaneously with the Acceptance.

15. SEVERABILITY: If any provision(s) of the Terms are held by any court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of the Terms shall not be rendered invalid or unenforceable as a result thereof.

16. APPLICABLE LAW; VENUE: The Terms are governed by, and shall be construed in accordance with, the law of the State of Connecticut without reference to the conflict of laws principles thereof. BUYER and SELLER agree that the State and Federal courts sitting in the City of Hartford, Connecticut shall be the exclusive forums for resolving any dispute pertaining in any way to their dealings, the Terms, any Goods or any Services. BUYER consents to the jurisdiction of such courts and agrees that any such court is a convenient forum for the resolution of any such dispute, and agrees that it may be served with process for any suit in any such court by first class registered mail, return receipt requested and postage pre-paid, sent to BUYER at its address identified in an Order or by any other lawful means. BUYER acknowledges that Connecticut is the headquarters state of SELLER's parent entity, and that this Section 16 is a material inducement to SELLER to transact business with BUYER.

17. NO DELEGATION OR ASSIGNMENT: BUYER may not assign or delegate any of its rights or obligations under or in connection with the Terms or the Order without the prior written consent of SELLER, and any purported assignment or delegation in violation of this sentence shall be void ab initio, without force or effect, and a material violation of the Terms by BUYER.

Acknowledged and agreed as of the date indicated below:

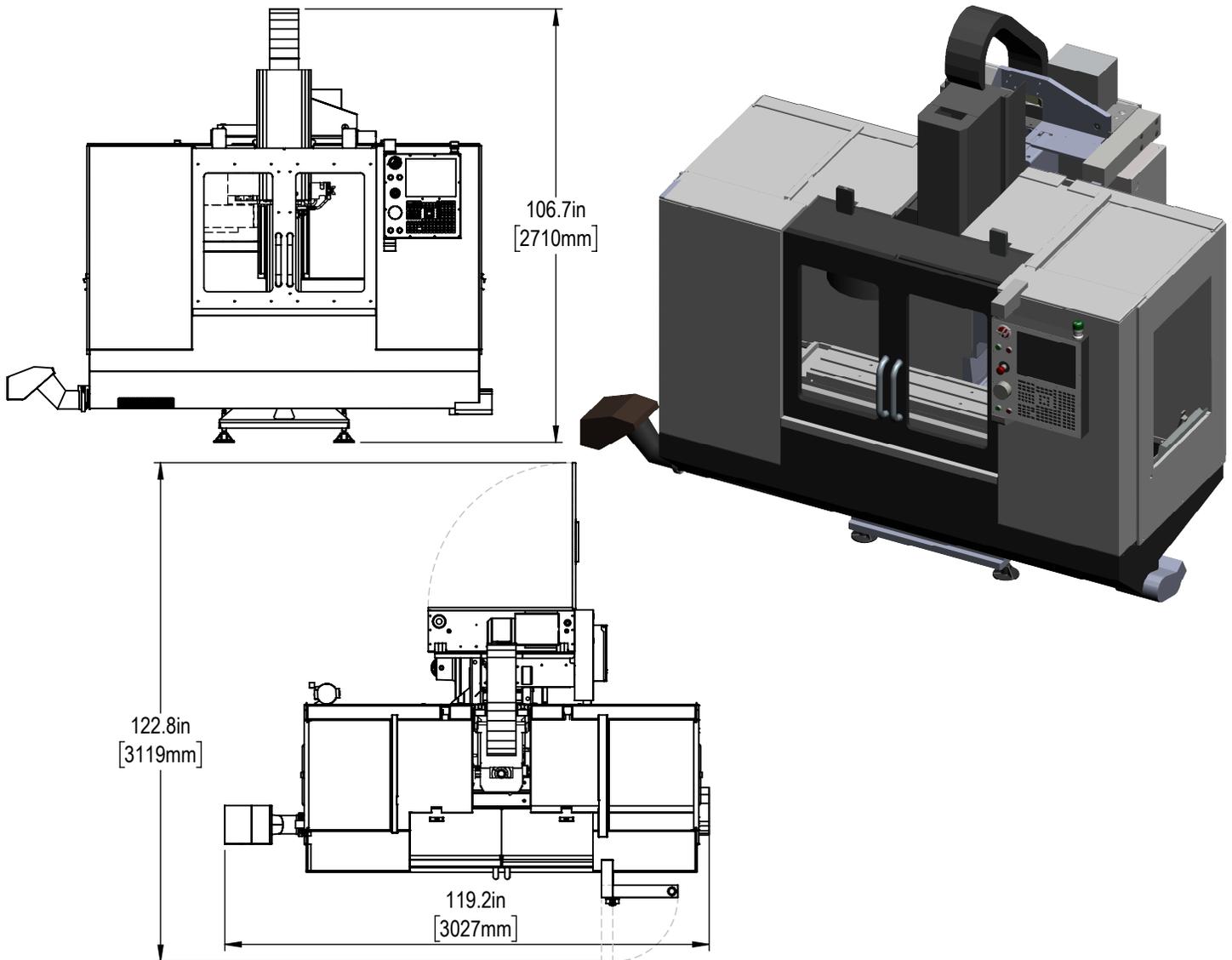
Proposal Number: \_\_\_\_\_

BUYER: \_\_\_\_\_

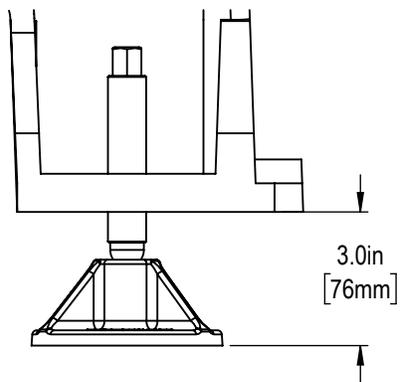
Name of Signer: \_\_\_\_\_ Date \_\_\_\_\_

Title of Signer: \_\_\_\_\_

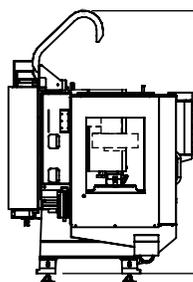
Installed Dimensions



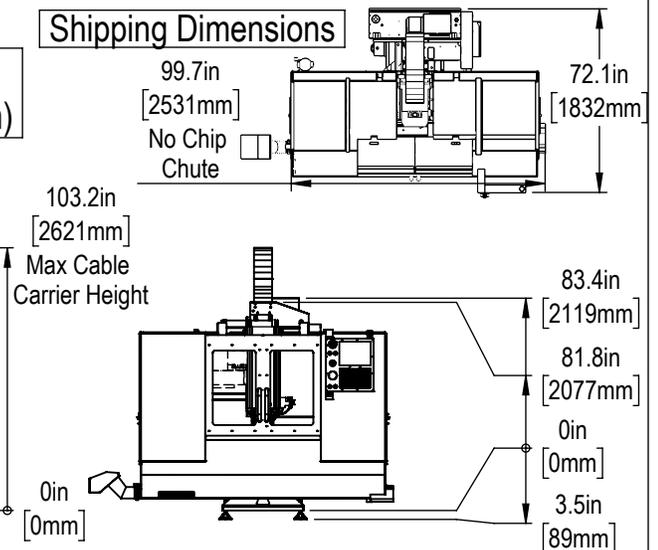
Leveling Pad Height



Machine Lowest at 79.5" (2019mm)

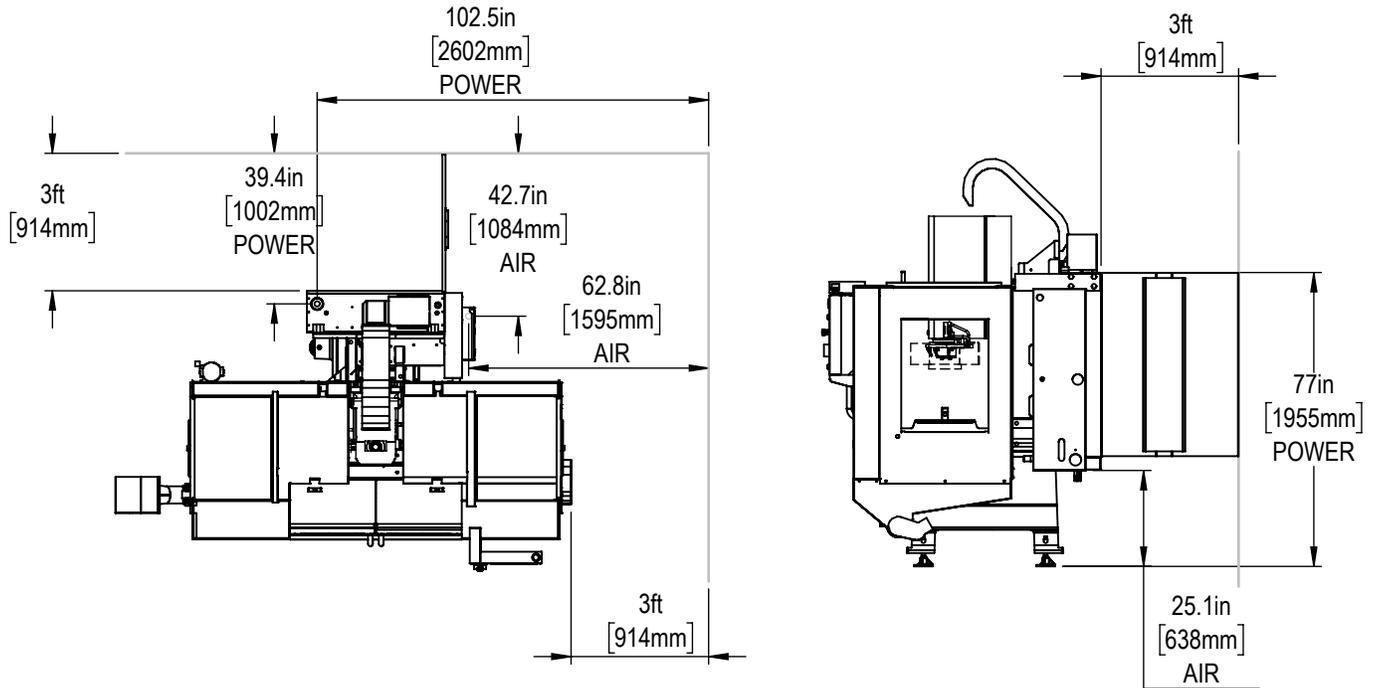


Shipping Dimensions

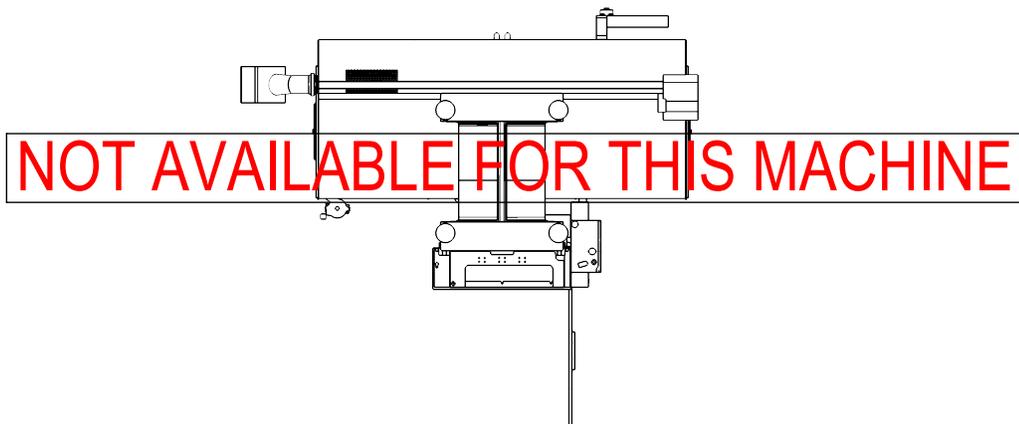


\*All Height Dimensions Based on Suggested Leveling Pad Height

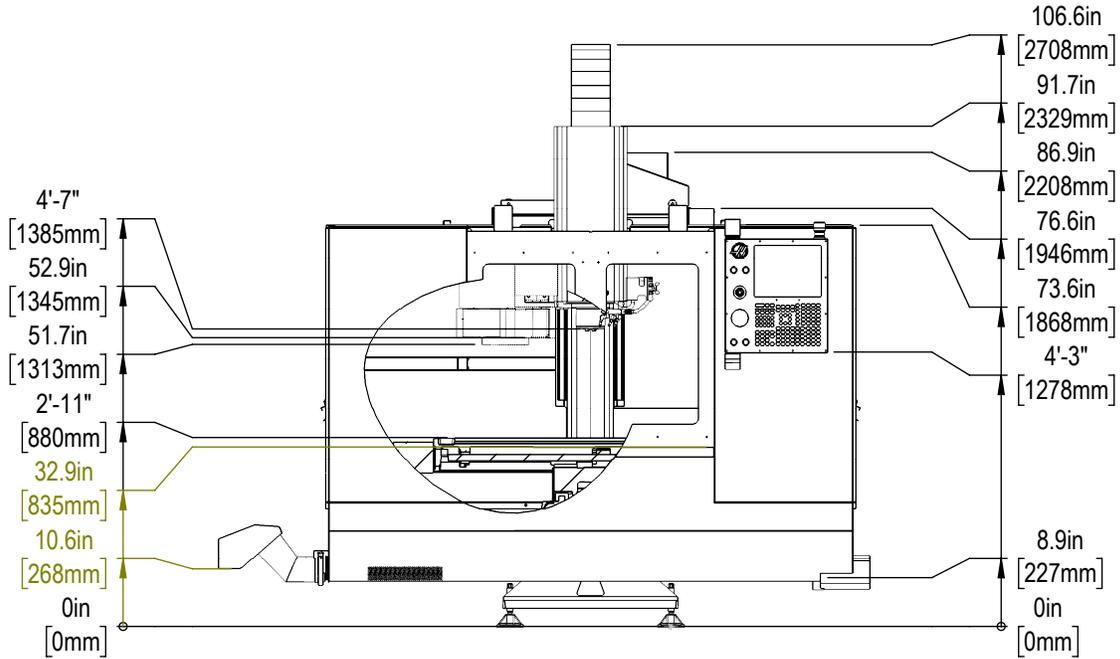
Air & Power



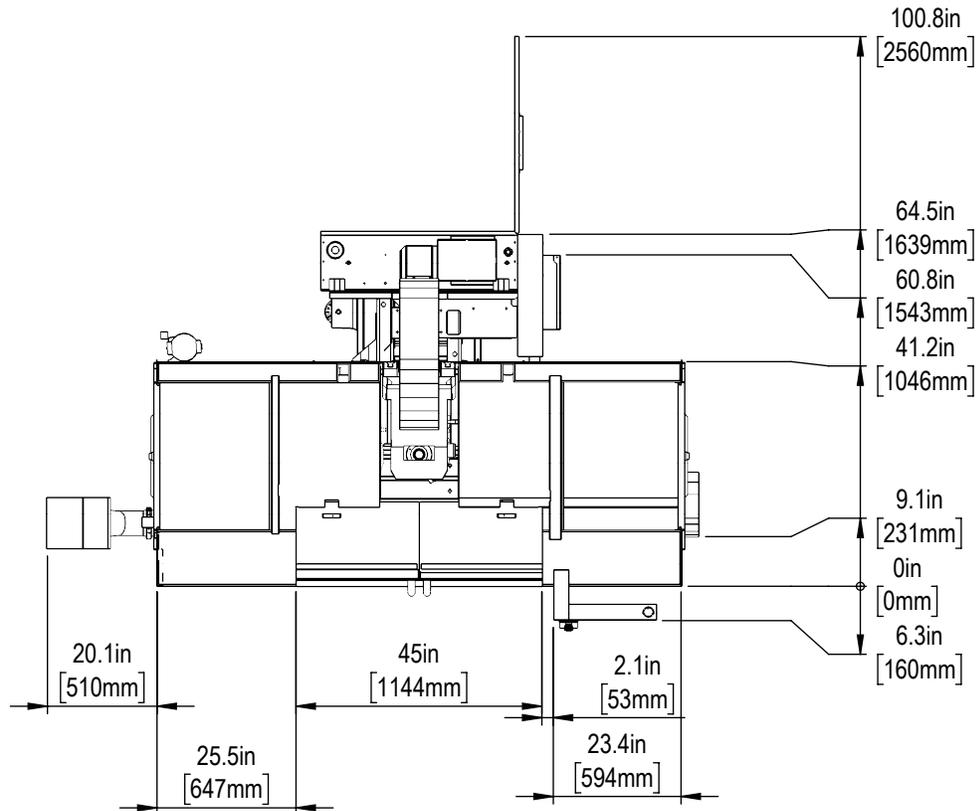
Anchor Pattern



Height Breakdown

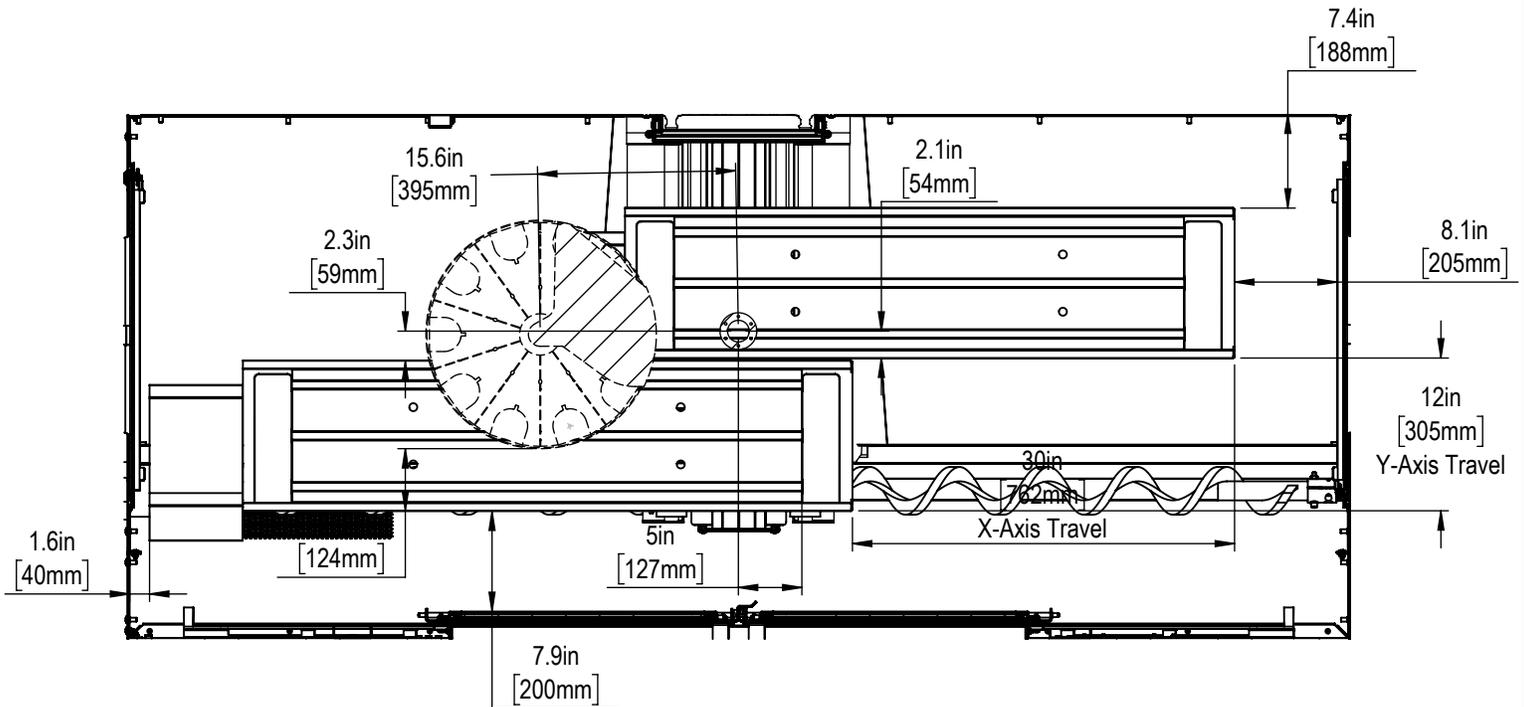


Width Breakdown

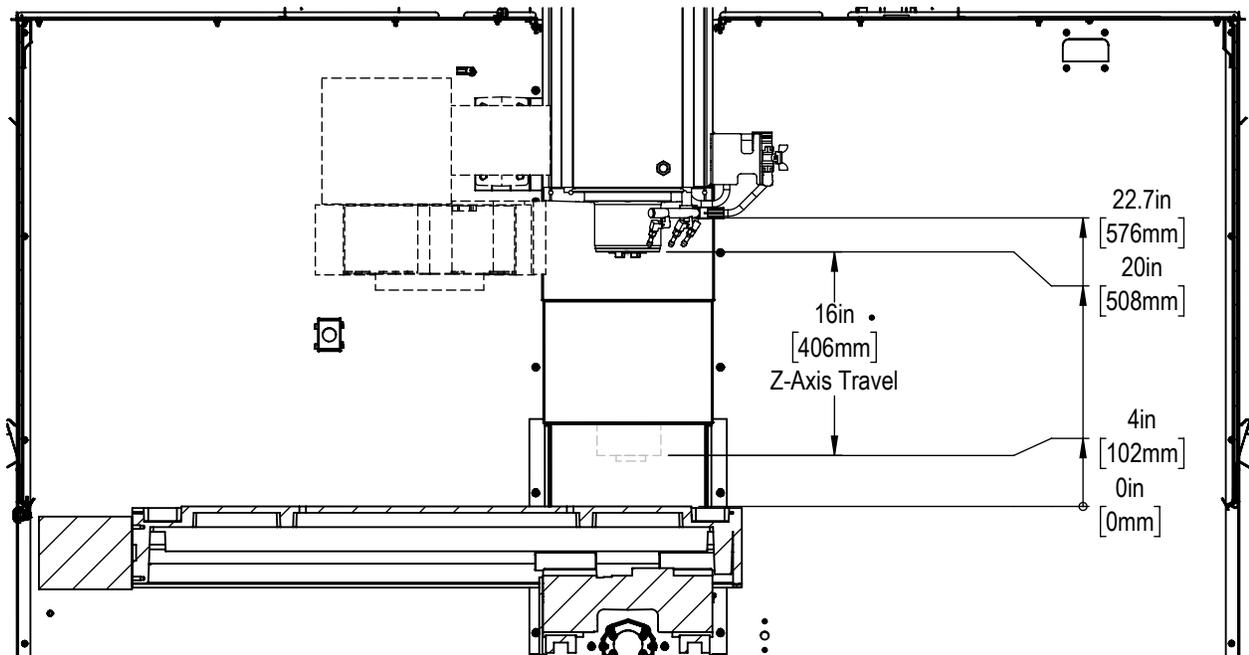


Maintain 3 feet [915mm] clearance to the nearest obstruction around all sides of machine perimeter for maintenance access

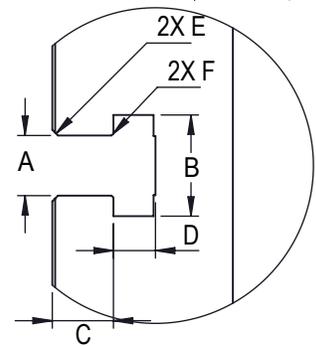
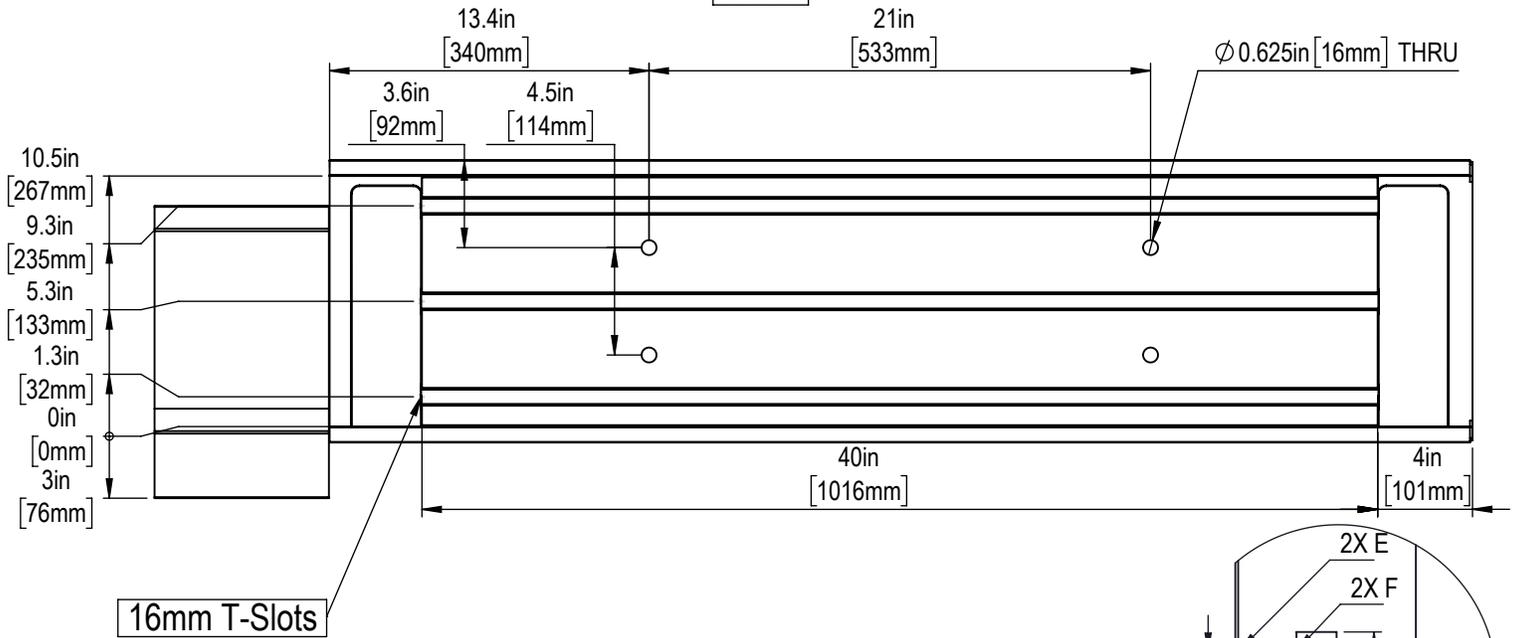
X&Y-Axis Travel



Z-Axis Travel



Table



Slot Size	A	B	C	D	E	F
12mm	0.438 <sup>+0.002</sup> / <sub>-0.000</sub>	0.76 ± 0.02	0.310 ± 0.010	0.318 ± 0.010	0.03x45°	0.020x45°
16mm	0.628 ± 0.002	1.06 ± 0.02	0.640 ± 0.010	0.420 ± 0.010	0.06x45°	0.020x45°

Tool Changer

