

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**ADDENDUM NO. 1  
Issued January 24, 2008**

**TO**

**“REQUEST FOR PROPOSALS  
ELECTRONICS RECYCLING COLLECTION PROGRAM”  
(RFP Number FY08-OP-007)**

**(RFP Issued January 11, 2008)**

**PROPOSALS DUE:  
January 29, 2008**

**Note:** Proposer is required to acknowledge this and all Addenda as stated in the Proposal Form.

**\*Proposal due has change to January 29, 2008 at noon**

**Below is a listing of questions received verbally and in writing by CRRA, in accordance with the bid documents, from prospective bidders and CRRA's response to those questions.**

- 1) The new Proposal date is January 29, 2008 at noon.
  
- 2) A new **PROPOSAL FORM 1- BID FORM** has been included with this **ADDENDUM NO.1**. Please return the completed new form with your proposals.

- 3) **Question:** Do we submit our Transportation Fee as separate from the price per pound for each option term? I see nothing indicating this in any way, and want to be sure we submit this correctly?

**Response:** The pricing per pound submitted should be the aggregate price CRRA will pay for services. The proposer should not include any additional fees in the proposal.

- 4) **Question:** In regards to the above referenced RFP would you kindly tell me what the present pricing is and who the current vendor is?

**Response:** The current vendor is ECO/International and the pricing is as follows:

Description	Per pound
CPU	.07
CRT TV	.17
JVC	.05
Lexmark	.05
Misc. Equipment	.15
Monitor	.17
Panasonic	.05
Sharp	.05
Sony	.05

- 5) **Question:** Can we utilize volume discounts for pricing for 1 day events and or "milk runs"?

**Response:** The Proposer can not utilize volume discount pricing for one day events on an individual event basis. The Proposer can offer an annual volume discount that would reduce the prices once an annual threshold is reached. A volume discount is acceptable for the "milk runs", providing for multiple location pickups to maximize pricing benefits.

- 6) **Question:** Can we get a list of 1 day events and the additional pickups CRRA will require?

**Response:** Location of the one-day events move from year to year. Attached is the schedule from the 2007 one-day events. The "milk runs" are scheduled on an on-call basis. CRRA will notify contractor 10 business days in advance of milk run.

- 7) **Question:** How many 1 day events do you have planned for the 15 week intervals?

**Response:** Please refer to attached 2007 schedule.

- 8) **Question:** Will there be accommodations to utilize trailers for "milk runs" or will they need to be done in box trucks?

**Response:** At the time of the advance notification, the contractor will be informed what the site can accommodate so the proper vehicle can be used.

- 9) **Question:** Will each 15 week program mirror the other 15 week programs you have planned or will they differ from period to period?

**Response:** The 15 week program will vary from year to year, however CRRA does anticipate similar participation and scheduling as occurred in FY 2007. Please refer to the 2007 schedule.

- 10) **Question:** Does CRRA plan to increase the number of drop off sites throughout the term of agreement, or does CRRA plan to keep in place current number of drop off sites. If in the event additional drop off sites are increased, what are the expectations and timing of adding additional drop sites through-out the term of agreement?

**Response:** In reference to the number of one-day collection events, please refer to question 8. In the event additional one-day collections are added, CRRA

will give the recycler at least 30 days notice of such addition.

- 11) **Question:** What is expected from the recycler in the way of advertisement and promotion? Will there be a monetary contribution expected?

**Response:** CRRA does fund advertising of the one-day collection events. The contractor is not expected to contribute to the cost of advertising.

- 12) **Question:** Provide further definition of Pricing Cap, is CRRA expecting dynamic pricing?

**Response:** CRRA is expecting a fixed price based on the type of item collected (see chart in question 3) and type of event, "milk run" or one day event.

- 13) **Question:** How much lead time can we expect prior to pickups?

**Response:** The one-day collection events will be scheduled no later than March 1, 2008. The events generally start in April. "Milk runs" are scheduled on an as-needed basis and are set up with the vendor in advance so that adequate lead time is provided.

- 14) **Question:** Will CRRA request the equipment that is required for 1 day events or pickups or will we be required to guess at the turnout for the events or the amount of the pickups?

**Response:** The contractor will be required to supply the correct amount of equipment based upon event history. This will be done in conjunction with a CRRA representative.

15) **Question:** Are the weight stations in close proximity to the collection points?

**Response:** Most of the collections are within reasonable proximity to a CRRA scale. All others will have to be weighed at a state certified scale.

16) **Question:** Can we expect any addendums to be issued going forward?

**Response:** Other than this **ADDENDUM NO.1**, CRRA does not expect to issue any additional addendums.

17) **Question:** Drop off sites - need further definition of investigating sites, does the investigation of site just covers best practice scope to assure proper collection of materials, onsite equipment to facilitate the collection process and the loading transportation guideline to safe and proper haul-a-way of e-waste?

**Response:** The "Best Practice" material provided in the RFP is to be used as a guideline. CRRA along with the participating municipalities will select all sites. The contractor will be responsible for assuring that all standards for safety, loading, and transportation are at a minimum within guidelines of what is set forth in the "DEP-Best Practices" provided as **Exhibit 5** of the Agreement.

18) **Question:** Does contractor need to participate in the selection process of collection site, will the contractor be responsible to obtain the local permits to hold the collection event, or does contractor need to provide best practice criteria to CRRA to support collection events?

**Response:** The contractor does not need to participate in the selection process of the collection site. CRRA and the participating municipality will select the sites. The contractor will then be notified of the chosen site and how to set up on the chosen site.

19) Question: How much lead time can we expect prior to pickups?

Response: The one-day events are scheduled in advance and a copy of such schedule is provided to the contractor on March 1, 2008. The contractor will be provided 10 business days advanced notice.

20) Question: Under Paragraph 4 page 7 ( segregated material) need further definition by CRRRA, assumptions material segregation shall be performed at receiving facility, or does segregation need to occur at collection events or drop off sites?

Response: In past collections. contractor has segregated monitors, CPUs and televisions in separate gaylords and pallets. Any further segregation should occur at the contractor's facility and the materials should be segregated by CPU's, Monitors, Printers, Televisions, Misc. equipment, and by manufacturer. Please refer to question 3 for example.

21) Question: What categories does materials need to be segregated, (CRT devices, CPU's etc) or does segregation mean by manufacturer of item, or both?

Response: Please refer to questions 3 and 19.

22) Question: Under section "Term" (Fall 2006) should be changed to (Fall 2008).

Response: Fall 2006 was incorrect. The correct time period is Fall 2008.

# ATTACHMENT 1

<b>CRRA ELECTRONICS RECYCLING</b>				
<b>Municipal P/U Dates and Locations</b>				
<b>Season</b>	<b>Date</b>	<b>Location</b>	<b>Pounds</b>	<b>Tons</b>
<b>Spring 2007</b>	1/18/2007	Naugatuck, CT	3,840.00	1.92
	5/14/2007	Stratford, CT	7,403.00	3.70
	6/12/2007	Stratford, CT	5,083.00	2.54
	6/15/2007	Hamden, CT	2,903.00	1.45
	7/17/2007	Stratford, CT	15,967.00	7.98
	8/13/2007	Orange, CT	10,249.00	5.12
				<b>45,445.00</b>
<b>Fall 2007</b>	9/26/2007	Stratford, CT	15,537.00	7.76
	11/14/2007	Wallingford, CT	6,921.00	3.46
	12/28/2007	Hamden, CT	16,860.00	8.43
				<b>39,318.00</b>

## ATTACHMENT 2

### ONE-DAY CONSUMER ELECTRONICS RECYCLING EVENTS

\* Previous Temporary EPA ID Number extended for this event.

DATE	PLACE	STREET ADDRESS	TOWN/ CITY	ZIP CODE
<b>2007</b>				
11/10/07	Mid-CT Regional Recycling Center	211 Murphy Road	Hartford	06114
11/03/07	Hamden Middle School	2623 Dixwell Avenue	Hamden	06492
10/27/07	Torrington Water Pollution Control Plant	Bogue Road	Harwinton	06791
10/13/07	Garbage Museum/Stratford IPC	1410 Honeyspot Road Ext.	Stratford	06497
10/06/07	Essex Transfer Station	Town Dump Road	Essex	06426
09/22/07	Norwalk Highway Garage	15 South Smith Street	Norwalk	06855
06/30/07	Scalzi Park	Bridge Street	Stamford	06904
06/23/07	Waterbury Waste Water Treatment Facility	210 Municipal Road	Waterbury	06708
06/02/07	Torrington Water Pollution Control Plant	Bogue Road	Harwinton	06791
05/19/07	Stanley Jablonski Public Works Complex	40 Moody Road	Enfield	06082
05/12/07	Cheshire High School	525 South Main Street	Cheshire	06410
05/05/07	Fairfield Warde High School	755 Melville Avenue	Fairfield	06825
04/28/07	Mid-CT Regional Recycling Center	211 Murphy Road	Hartford	06114
04/21/07	Essex Transfer Station	Town Dump Road	Essex	06426
04/14/07	Wilton High School	395 Danbury Road	Wilton	06897





**BID FORM**

**PROJECT:** CRRA  
**RFB NUMBER:** FY08-OP-007  
**CONTRACT FOR:** Electronics Recycling Collection Services  
**BIDS SUBMITTED TO:** Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

**1. DEFINITIONS**

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

**2. TERMS AND CONDITIONS**

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

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

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

**3. BIDDER'S OBLIGATIONS**

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

- (a) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the Bid Price and within the Contract Time set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) At the request of CRRA and if the successful Bidder qualifies, to apply with the State of Connecticut Department Administrative Services, and 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 submitted on its Bid Price Form.

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

In submitting this Bid, Bidder represents that:

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

Addendum Number	Date Issued

- (b) Without exception the Bid is premised upon performing, furnishing and completing the Work required by the Contract Documents and applying the

specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;

- (c) Bidder is fully informed and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, furnishing and/or completion of the Work;
- (d) Bidder has studied and carefully correlated Bidder's knowledge and observations with the Contract Documents and such other related data;
- (e) Bidder has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Bidder;
- (f) If Bidder has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Bidder is aware of the general nature of work to be performed by CRRA and others that relates to the Work for which this Bid is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Work for which this Bid is submitted.

## **6. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS**

In submitting this Bid, Bidder acknowledges and agrees that:

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

**7. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

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

**8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

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

**9. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Bid, Bidder:

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

**10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION**

By submission of this Bid, the Bidder, together with any affiliates or related persons, the guarantor 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) Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the Work over any other bidder for the Work or over CRRA.

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

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

#### **12. BIDDER'S WAIVER OF DAMAGES**

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

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all bids by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the 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.

#### **13. BIDDER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement

Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 12 [SEEC Form 11] of the Contract Documents.

#### **14. ATTACHMENTS**

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

- 1) The completed Bid Form;
- 2) The completed Pricing Form;
- 3) The completed Components Of Service Form;
- 4) A description of the Handling/Safety Precautions as prescribed on Form 4;
- 5) A description of the Marketing Plan/Summary Report as prescribed on Form 5;
- 6) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- 7) State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- 8) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health and Safety that has been completely filled out by the Bidder;
- 9) Certification Concerning Nondiscrimination that has been completely filled out and signed by Bidder, with the Bidder's nondiscrimination policies and procedures attached;
- 10) Affidavit Of Third Party Fees that has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- 11) A description of the Background And Experience as prescribed on Form 11; and
- 12) A copy of the Bidder's up-to-date certificate of insurance showing all current insurance coverage.

**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.

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

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