

**REQUEST FOR PROPOSALS
("RFP")**

FOR

**ELECTRONICS RECYCLING COLLECTION PROGRAM
(RFP Number FY08-OP-007)**

**BID DUE DATE
January 28, 2008**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY
100 CONSTITUTION PLAZA, 6TH FLOOR
HARTFORD, CONNECTICUT 06103-1702**

DATED: January 11, 2008

RFP ATTACHMENTS

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- PROPOSAL FORM 3 – COMPONENTS OF SERVICE
- PROPOSAL FORM 4 – HANDLING/SAFETY PRECAUTIONS
- PROPOSAL FORM 5 – MARKETING PLAN/SUMMARY REPORT
- PROPOSAL FORM 6 – BACKGROUND QUESTIONNAIRE
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STATE CONTRACTORS AND PROSPECTIVE STATE
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SOLICITATION BAN

ATTACHMENT A

PROPOSAL SUMMARY

PROPOSAL SUMMARY

REQUEST FOR PROPOSALS CONNECTICUT RESOURCES RECOVERY AUTHORITY ELECTRONICS RECYCLING COLLECTION PROGRAM

SERVICE REQUIREMENTS

Pursuant to this Request for Proposals (the "RFP"), the Connecticut Resources Recovery Authority (the "CRRA") seeks from each interested party that responds to this RFP (a "Proposer") a proposal to collect certain electronics, generated only by residential and municipal sources, including but not limited to, televisions, computers and computer accessories, VCRs, copiers, printers, radios, and stereos. With this RFP, CRRA seeks to facilitate collection programs that will achieve the maximum degree of recycling and reuse of components with market value and the safe disposal of components that may be unsuitable for disposal in the solid waste stream. Proposers should note that results of this bid solicitation will be used to set up collection programs for CRRA member or contract towns.

TERM

Services shall cover the following: (i) a **Base Term** covering two (2) divisible fifteen (15) week periods the spring of 2008 and the fall 2006; and (ii) an **Option Term**, exercisable at the absolute and sole discretion of CRRA, covering two (2) divisible fifteen (15) week periods in the spring of 2009, and in the fall of 2009.

PROPOSAL REQUIREMENTS

Sealed proposals will be received until Noon on January 28, 2008 at CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1702, Attention: Mr. Thomas Gaffey. Following this proposal submission deadline, all proposals shall be opened by CRRA.

The successful proposer shall, at its sole cost and expense, furnish all equipment, labor and materials necessary to perform the Services described in this RFP and to execute the attached non-negotiable contract with CRRA. A performance security is required.

Terms that are used but not defined in this RFP shall have the same respective meanings assigned to such terms in **Attachment B** to this RFP - Agreement For Electronics Recycling Collection Services (the "Agreement").

**REQUEST FOR PROPOSALS
CONNECTICUT RESOURCES RECOVERY AUTHORITY
ELECTRONICS RECYCLING COLLECTION PROGRAM**

Section 1 GENERAL PROJECT DESCRIPTION

1.1 Connecticut Resources Recovery Authority

CRRA is a quasi-public entity, a body politic and corporate, created pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). CRRA has the responsibility for implementing solid waste disposal and recycling programs throughout the State in accordance with the State Solid Waste Management Plan and is authorized to issue and sell its bonds and notes to accomplish this purpose and to enter into contractual arrangements with the private sector where such arrangements will best accomplish CRRA's purposes. CRRA oversees a statewide network of four resources recovery facilities, two recycling centers, eleven transfer stations, and five landfills.

1.2 General Service Requirements

With the increasing proliferation of new electronic equipment in the market place, the rate at which older equipment becomes obsolete accelerates yearly. While some electronic components have the potential for reuse or recyclability, others may be unsuitable for disposal in the solid waste stream without proper management. With this RFP, CRRA seeks to facilitate electronics collection programs that will achieve the maximum degree of reuse or recyclability for electronic components with responsible disposal of those components that cannot be reasonable recycled. These collection programs will heighten public awareness that electronics need proper management for recycling and disposal.

The collection programs will serve CRRA's System that includes the Mid-Connecticut Project, the Wallingford Project, the Bridgeport Project, and other entities in the CRRA System. The foregoing CRRA System serves approximately ninety-five (95) towns. Depending on results of the bid solicitation, CRRA may offer this service to non-member towns for a fee. In addition, it is likely that other CRRA regional projects, some non-member municipalities and/or regional entities will set up programs based on the contractual arrangements achieved through this bid solicitation, thus giving the successful contractor the potential to capture electronics from a sizeable portion of the state. Collections could be special one-day programs held at regional transfer stations or other authorized locations, or a series of "milk runs" to municipalities and/or regional transfer stations at the close of the collection period or one central site to which electronics from various drop-off sites are aggregated.

The successful proposer will be required to work with CRRA to assist in obtaining all regulatory permits or authorizations required to conduct the electronics recycling programs. Under this RFP, CRRA will accept electronics generated only from residential and municipal sources. Used electronics generated from residential sources are exempt from state and federal hazardous waste and universal waste management standards. Notwithstanding the foregoing, the successful proposer will be required to operate each used electronics collection event in accordance with the management standards for large quantify handlers of universal waste found at 40 CFR 273.33, 273.34, 273.36, and 273.37, as well as the Regulations of Connecticut State Agencies (“RCSA”) 22a-449-(c)-113(d)(1)(A) through (E). Any used electronics that are generated from municipal sources shall be managed in accordance with all applicable sections of RCSA 22a-449(c)-113, Standards for Universal Waste Management. The DEP document entitled Best Management Practices is attached hereto as **Exhibit 5** of the Agreement and is included as a guide for the implementation of electronics recycling collection in Connecticut.

1.3 Program Schedule

Electronics will be collected at an unspecified number of locations and a variety of programs during the following term: (i) a **Base Term** covering two (2) divisible fifteen (15) week periods in the spring of 2008 and the fall 2008; and (ii) an **Option Term**, exercisable at the absolute and sole discretion of CRRA, covering two (2) divisible fifteen (15) week periods in the spring of 2009, and in the fall of 2009.

1.4 Program Details

During each fifteen (15) week program, a variety and number of collection programs may take place, including, but not limited to, the following options:

- Single-day collection.
- Collection at predetermined acceptable sites using containers provided by the successful Proposer during all or part of the 15-week collection periods. The successful Proposer will collect all electronics in a series of “milk runs” from drop-off site(s) at the close of the program.
- Post-holiday collection.

Sponsors of the collection programs are likely to vary as well, including, but not limited to, the following options:

- CRRA.
- Non-member towns that participate in CRRA-sponsored collection programs through arrangements made with CRRA.
- Other regional entities and/or individual municipalities that set up collection programs using this bid solicitation as the basis for their own programs, independent of CRRA.

The electronics accepted for the collection shall be generated only by residential and municipal sources, and shall include, but not be limited to, televisions, computers and computer accessories, VCRs, copiers, printers, radios, and stereos. Whether other types of electronics are included will be determined on the basis of discussions between the CRRA and the successful Proposer.

SECTION 2- CONTRACTOR RESPONSIBILITIES

2.1 Description of Services

The Contractor must provide a variety of electronics collection programs that result from this bid solicitation, including but not limited to, single one-day programs and drop-offs over a period of weeks to be collected during the divisible fifteen (15) week collection programs.

The Contractor must organize and supervise collection programs at a number of locations, including both one-day programs and drop-off sites to be collected during the collection periods.

The Contractor must provide containers and other equipment needed to achieve the safe collection, storage and removal of acceptable electronics (i.e., drop-off trailers, pallets, gaylord storage boxes, pallet jacks, forklift, safety vests, etc.).

The Contractor must weigh all acceptable electronics collected under this RFP at a CRRA facility scale or a State certified scale and receive a CRRA scale ticket or State certified scale ticket. On each hauling day, the Contractor must weigh its empty truck at the CRRA facility scale or State certified scale to establish the tare weight, and then weigh the loaded truck at the CRRA facility scale or State certified scale outbound to establish the billable scale figures. CRRA reserves its right to require the successful Proposer to segregate certain electronics.

The Contractor must provide qualified individuals trained to oversee and supervise one-day collection programs and in the case of drop-off programs, provide basic instruction to transfer station operators that will result in the safe, acceptable storage of electronics until they are collected by the successful Proposer.

Contractor shall be responsible for performing all the Services in accordance with the terms of the Agreement. Contractor shall at its sole cost and expense be solely responsible for providing all personnel, labor and all equipment or materials necessary to perform the Services. The requisite Services are more particularly described in Exhibit 1 of the Agreement attached hereto and made a part hereof.

2.2 Term of Service

The Contractor shall provide Services under the Agreement during the following term:

(i) a **Base Term** covering two (2) divisible fifteen (15) week periods in the spring of 2008 and the fall 2008; and (ii) an **Option Term**, exercisable at the absolute and sole discretion of CRRA, covering two (2) divisible fifteen (15) week periods in the spring of 2009, and the fall of 2009.

2.3 Contract Requirements

The successful Proposer will be required to execute a written non-negotiable contract as detailed in **Attachment B** to this RFP - Agreement For Electronics Recycling Collection Services. By submitting a proposal, a Proposer agrees to all the terms and conditions of this attached Agreement. A Proposer may not take any exception to such Agreement, and all blanks in such Agreement must be filled in by the Proposer.

2.4 Performance Security

If the successful Proposer is awarded a service agreement, such Proposer shall furnish CRRA with a performance bond or a letter of credit in the amount of FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS (the "Bond"). The Bond shall be in one of the forms set forth in **Exhibit 4** of the Agreement. Each Proposer shall submit documentation certifying that if such Proposer is awarded a services agreement, the Bond shall be issued to CRRA and such Proposer shall maintain the Bond for the term of the Agreement.

2.5 Receiving Facilities

Proposer shall be required to obtain copies of applicable environmental operating permits from the owner/operator of all facilities that are to receive the recyclable electronics ("Receiving Facilities") collected by Proposer under this RFP and Agreement. **With its proposal submission, all proposers must submit their initial list of Receiving Facilities that they intend to use in performing the Services under the Agreement.** Prior to any deliveries of the recyclable electronics to any Receiving Facilities, Proposer shall forward copies of all permits of all Receiving Facilities to CRRA. When renewing or entering into new contractual arrangements with the owner/operator of any of the Receiving Facilities, Proposer shall obtain copies of the applicable environmental permits from the owner/operator of said Receiving Facilities prior to any deliveries of recyclable electronics, and, upon its receipt, Proposer shall forward copies of all foregoing permits to CRRA. At its sole and absolute discretion, CRRA reserves its right to prohibit Proposer from delivering recyclable electronics to any Receiving Facilities that it deems unsuitable in accordance with all federal, state, and/or local laws or regulations.

SECTION 3 - CRRA RESPONSIBILITIES

3.1 Access to Facilities

CRRA shall provide the Contractor with the reasonable and necessary access to CRRA Transfer Stations, CRRA Facilities, CRRA Recycling Facilities, CRRA Landfills (collectively, the "Facilities") and any other CRRA real properties or non-CRRA real properties that Contractor needs access to in order to perform the Services.

3.2 Payment

Contractor shall render a bill to CRRA each month for all of the Services performed and all of the costs and expenses incurred in the immediately preceding **month pursuant to** this Agreement. In Contractor's foregoing monthly bill submissions, Contractor shall attach copies of all CRRA facility scale tickets, if any, received by Contractor.

Exhibit 3 of the Agreement is the format for Contractor's billing. Contractor shall not be compensated for any time spent preparing any billing documentation or related materials.

If CRRA determines in its sole discretion that the Services for which Contractor is requesting payment have been properly performed and completed in conformance with the Standards, Contractor is not in default hereunder, CRRA does not dispute the amount of the payment requested and the bill contains all of the information required hereunder, then CRRA shall pay the amount requested within forty-five (45) calendar days after its receipt of such bill. If, however, (i) CRRA determines that any of the Services for which Contractor has requested payment is not in conformance with the Standards, (ii) such bill does not contain all the requisite information, or (iii) Contractor is in default hereunder, then CRRA may in its sole and absolute discretion withhold all or a portion of the payment requested by Contractor, and Contractor shall, if requested by CRRA, immediately take, at Contractor's sole cost and expense, all action necessary to render such Services and/or bill in conformance with the Standards, or to cure such default. CRRA shall have no obligation under this Agreement to pay for any Services that CRRA determines have not been performed and/or completed in conformance with the Standards, and CRRA shall have no obligation to pay Contractor any amount due Contractor under this Agreement if Contractor is in default hereunder. If CRRA disputes the amount in any written request for payment submitted by Contractor, CRRA shall have the right to withhold the disputed amount until the dispute is settled. CRRA shall notify Contractor of any disputed amount and the reason(s) for disputing such amount.

3.3 Program Coordination

CRRA will coordinate all collection programs set up under its auspices as a result of this bid solicitation and serve as liaison with the successful Contractor for purposes of this collection program. The CRRA makes no guarantee on the amount of electronic components that will be collected through this collection program.

3.4 Promotional Support

CRRA and the Contractor will work together to provide promotional support for electronics collection programs that result from this bid solicitation, including news releases, advertising and direct contact with municipal and regional recycling contacts.

SECTION 4 - PROPOSAL INSTRUCTIONS

4.1. General Information and Requirements for Proposal Submission

January 11, 2008	RFP Formally Announced
January 18, 2008. 3:00 p.m	Deadline Date For Submitting Written Questions
January 24, 2008	CRRA Deadline To Respond To Proposers' Written Questions
January 28, 2008 Noon	Deadline For Proposal Submission
March 1, 2008	Commencement of Services

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above timeline applicable to all Proposers, and further reserves the right to reject any and all submissions and republish this RFP.

4.1.1 Pre-submission Proposal Inquiries

Only written questions will be accepted regarding this RFP. Written questions must be received at CRRA's offices prior to the close of the business day, 3:00 p.m., on January 18, 2008. If CRRA elects to respond to the written questions received, such responses will be in writing and sent to all Proposers. Written questions shall be submitted to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1702
Attention: Mr. Thomas Gaffey
Fax: 860-757-7744

Oral and all other written responses, interpretations and clarifications shall not be legally effective or binding. Any Proposer who attempts to use or uses any means or method other than those set forth above, to communicate with CRRA or any director, officer, employee or agent thereof, regarding this RFP shall be subject to disqualification and such Proposer's proposal guarantee shall be subject to forfeiture to CRRA.

4.1.2 Proposal Submission Deadline and Requirements

Sealed proposals must be received no later than by Noon on January 28, 2008, at:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1702
Attention: Mr. Thomas Gaffey

Each Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses. Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, Proposer expressly waives: (i) any claim(s) for such costs and expenses, and (ii) any such claims or damages.

4.1.3 Number of Proposal Copies

Each Proposer shall submit one (1) original and three (3) copies of its proposal to CRRA.

4.1.4 Acceptance of Proposals

All proposals shall remain subject to acceptance for one hundred twenty (120) days after the deadline date for proposal submission, but CRRA may, in its discretion, release any proposal at any time prior to the end of such period.

4.1.5 Disclosure of Information

Proposers are hereby advised that any information contained in or submitted with or in connection with their respective proposals is subject to disclosure if required by law or otherwise. By submitting a proposal, each Proposer expressly waives any claim(s) that such Proposer 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.

4.1.6 Evaluation Criteria

CRRA will evaluate the proposals on cost, acceptability of proposed business terms and conditions, the proven ability of each Proposer to perform the requested service and any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of such proposals. The award of the contract for the service will be made, if at all, to the Proposer whose evaluation by CRRA results in CRRA determining that such award to such Proposer is in the best of interests of CRRA. However, the selection of a Proposer and the execution of a service agreement, 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 for this RFP, if such rejection or waiver is deemed in the best interests of 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, non-selection or rejection of any proposal submitted in response to this RFP.

4.1.7 Additional Rights of CRRA

In addition to the other rights in this RFP, CRRA reserves, holds and may exercise at its sole discretion, the following rights and options:

1. To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP.
2. To issue additional or subsequent solicitations for proposals.
3. To conduct investigations of the Proposers and their proposals; to clarify the information provided pursuant to this RFP and to request additional evidence or documentation to support or supplement the information included in any proposal.

4.1.8 Proposer's Representations

Each Proposer submitting a proposal represents that:

1. The RFP and attached documents have been read and are understood by Proposer, and the proposal is made in accordance therewith.
2. The proposal is based upon the terms, requirements, materials, systems and equipment described in the RFP without exceptions.
3. Proposer has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in this RFP and the attached documents, and the written resolutions thereof by CRRA are acceptable to Proposer.
4. Proposer has no contracts, agreements, or other obligations that would interfere with or prevent its performance of the services set forth in the RFP.

4.1.9 Signing of Agreement

When CRRA issues a notice of award to the successful Proposer, it will be accompanied by the required number of unsigned non-negotiable counterparts of the Agreement. The Contractor may not negotiate the terms of the Agreement. Within ten (10) days after such issuance, the successful Proposer shall: (i) execute the required number of counterparts of the Agreement; (ii) deliver to CRRA such executed counterparts along with the required Bond and any certificates of

insurance required by the Agreement, and (iii) satisfy all other conditions of the notice of award. After CRRA's receipt of such counterparts, Bond and certificates, and provided the successful Proposer has satisfied all such conditions within the foregoing ten (10) day period, CRRA shall deliver one (1) fully signed counterpart of the Agreement to the successful Proposer.

4.1.10 State of Connecticut Taxes

Proposer agrees that, pursuant to Conn. Gen. Stat § 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, Proposer also agrees that, pursuant to Conn. Gen. Stat § 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, Proposer shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Proposer's performance of the Agreement, nor shall Proposer include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Proposer contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Proposer of any State of Connecticut taxes or assessments in connection with its performance of the Agreement. Proposer 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 RFQ, RFP or other submittal or proposal to CRRA in connection with the Agreement or this Proposal.

4.2 Proposal Format and Content

Proposals shall be organized and contain the following items:

Part 1 - Letter of Transmittal

Signed by an officer of the Proposer authorized to commit the company to carry out the proposed services in accordance with the requirements of the RFP and the proposal. The letter must state that all information contained in the proposal is true and accurate. The letter of transmittal shall include all of Proposer's representations included in Section 4.1.13.

Part 2- Bid Form

Each Proposer shall complete and submit **Proposal Form 1** to this RFP

Part 3 - Pricing Form

Each Proposer shall complete and submit **Proposal Form 2** to this RFP which details the Proposer's proposal costs. CRRA reserves the right to negotiate with Proposer over Proposer's prices for Services submitted in the foregoing Pricing Form.

Part 4 - Components of Service

Each Proposer shall complete and submit **Proposal Form 3** to this RFP.

Part 5 - Handling/Safety Precautions

Each Proposer shall complete and submit **Proposal Form 4** to this RFP.

Part 6 - Marketing Plan/Summary Report

Each Proposer shall complete and submit **Proposal Form 5** to this RFP.

Part 7 – Background Questionnaire

Each Proposer shall complete and submit **Proposal Form 6** to this RFP.

Part 8 - Security Commitment

Each Proposer shall submit with its proposal a letter from a qualified financial institution committing to the issuance of the performance bond or letter of credit required in **Exhibit 4** to the Agreement.

Part 9 - SEEC Form 11, Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

Each Proposer shall execute and submit **Proposal Form 7** to the RFP.

Part 10 - Questions Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety

Each Proposer shall complete and submit **Proposal Form 8** to this RFP.

Part 11 - Certificate Concerning Nondiscrimination

Each Proposer shall execute and submit **Proposal Form 9** to this RFP.

Part 12 – Affidavit of Third Party Fees

Each Proposer shall execute and submit **Proposal Form 10** to this RFP.

Part 13 – Company Background

Each Proposer shall complete and submit **Proposal Form 10** to this RFP

PROPOSAL FORM 1

BID FORM



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, 6th Floor
Hartford, Connecticut 06103-1722

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

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

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

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

3. BIDDER'S OBLIGATIONS

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

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

- (a) The completed Bid Price Form;
- (b) The completed References Form;
- (c) The completed Background And Experience Form;
- (d) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health and Safety that has been completely filled out by the Bidder;
- (e) 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;
- (f) Certification Concerning Nondiscrimination that has been completely filled out and signed by Bidder, with the Bidder's nondiscrimination policies and procedures attached;
- (g) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court; and
- (h) 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):	

PROPOSAL FORM 2

PRICING FORM

**Electronics Recycling
Request for Proposals**

PRICING FORM

Name of Proposer: _____

I. Base Term:

Pricing Coverage Period: March 1, 2008 – December 31, 2008

Price Per Pound (1)

(Words & Numbers): _____

Pricing Cap

(Words & Numbers):

Place check where applicable

Pricing Cap Offered, As Follows:

No Pricing Cap Offered

Revenue Sharing

(Words & Numbers):

Place check where applicable

Revenue Sharing Offered, As Follows:

No Revenue Sharing Offered

(1) Please tell us if the price per pound includes any producer subsidies built into the price and from which companies you receive the subsidies. Also, please tell us if you anticipate any future subsidies and how you plan to incorporate them into the price.

PRICING (cont.)

II. Option Term

Pricing Coverage Period: January 1, 2009 – December 31, 2009

Price Per Pound (1)

(Words & Numbers): _____

Pricing Cap

(Words & Numbers):

Place check where applicable

Pricing Cap Offered, As Follows:

No Pricing Cap Offered

Revenue Sharing

(Words & Numbers):

Place check where applicable

Revenue Sharing Offered, As Follows:

No Revenue Sharing Offered

(1) Please tell us if the price per pound includes any producer subsidies built into the price and from which companies you receive the subsidies. Also, please tell us if you anticipate any future subsidies and how you plan to incorporate them into the price.

Signature of Authorized Official: _____

Typed Name: _____

Title: _____

Date: _____

PROPOSAL FORM 3

COMPONENTS OF SERVICES

COMPONENTS OF SERVICE

A. EQUIPMENT

Proposer must provide equipment needed for the temporary storage and transport of collected electronic equipment, for both One-Day and Drop-Off programs. Check the following recommended equipment/supplies Proposer will provide and list any other materials to be provided.

- Pallets
- Pallet Jack
- Gaylord Boxes
- Tractor Trailer with Lift Gate
- Covered Back-up Truck or Roll-Off
- Dollies
- Shrink Wrap/Sealing Tape
- Traffic Cones

Other Equipment:

B. SERVICE RANGE

One-Day Collections (Words & Numbers): Maximum number of One-Day collections to be serviced under this agreement

No limit on number of One-Day collections

Drop-Off Collections (Words & Numbers): Maximum number of Drop-Off collections to be serviced under this agreement

No limit on number of Drop-Off collections

Geographic Area Serviced: Geographic limitations of service area for either One-Day or Drop-Off collections

No geographic limitations within Connecticut

COMPONENTS OF SERVICE (cont.)

C. LABOR PROVIDED

Proposer must provide properly trained employees to remove electronics from vehicles, sort, pack and load equipment into containers and trucks. List the number of staff and provide description of labor to be provided by Proposer for One-Day programs. With Drop-Offs, describe training to be provided to local staff and plan for picking up storage container when full and bringing another container to the transfer station when and if needed.

D. ACCEPTABLE ELECTRONICS

The following is a list of electronics recommended for inclusion in the collection programs. The electronics accepted for the programs shall be generated only by residential and municipal sources. Check all that are acceptable to Proposer and list any others that could be included.

- Televisions
- Computers and computer accessories
- VCRs
- Copiers
- Printers
- Radios
- Stereos

Other Equipment:

PROPOSAL FORM 4

HANDLING/SAFETY PRECAUTIONS

HANDLING/SAFETY PRECAUTIONS

A. HANDLING/STORAGE PLAN

Proposer is responsible for devising the plan and providing equipment to safely remove electronics from cars of residents as well as the inspection, segregation and packing of acceptable electronics for temporary storage and eventual removal from the collection site (*see* the management standards for large quantity handlers of universal waste found at 40 CFR 273.33, 273.34, 273.36, and 273.37, as well as the Regulations of Connecticut State Agencies (“RCSA”) 22a-449-(c)-113(d)(1)(A) through (E). Any used electronics that are generated from municipal sources shall be managed in accordance with all applicable sections of RCSA 22a-449(c)-113, Standards for Universal Waste Management. See also **Exhibit 5** of the Agreement – *DEP Best Management Practices*). Describe the plan for handling and storing electronic items to be collected and in the case of Drop-Off sites, describe the training to be provided to personnel for the safe handling and storage of consumer electronics until removed by Proposer.

B. SAFETY PRECAUTIONS

Proposer is responsible for safety materials to be provided on site for One-Day collections to handle spills and clean-up of electronics in the case of breakage (*see* the management standards for large quantity handlers of universal waste found at 40 CFR 273.33, 273.34, 273.36, and 273.37, as well as the Regulations of Connecticut State Agencies (“RCSA”) 22a-449-(c)-113(d)(1)(A) through (E). Any used electronics that are generated from municipal sources shall be managed in accordance with all applicable sections of RCSA 22a-449(c)-113, Standards for Universal Waste Management. See also **Exhibit 5** of the Agreement – *DEP Best Management Practices*). Describe all safety materials to be provided to personnel for the safe handling and storage of consumer electronics until removed by Proposer.

C. WASTE HANDLING/DISPOSAL

Proposer is responsible for the handling and disposal of all wastes generated, both solid and hazardous. Describe the plan for the proper handling and removal of solid or hazardous wastes that could result from the collection program.

PROPOSAL FORM 5

MARKETING PLAN/SUMMARY REPORT

MARKETING PLAN/SUMMARY REPORT

A. MARKETING PLAN

Proposer is responsible for recycling, refurbishing, resale or disposal of electronics collected. Describe in full your marketing plan for recycling or reuse of materials collected and the proper disposal of items with no potential for recycling or reuse.

B. SUMMARY REPORT

Proposer must provide Post-Program Report of all items collected, with components classified by type and weight, and sites where components were marketed. Post-Program Report must also include all hazardous materials and their disposal sites.

Required Date of Submission: Thirty (30) days from the completion of the final pick-up of electronics collected under this contract.

PROPOSAL FORM 6

BACKGROUND QUESTIONNAIRE



**BIDDER'S/PROPOSER'S BACKGROUND
QUESTIONNAIRE**

Please answer the following questions by placing an "X" in the appropriate box.

	Yes	No
<p>1. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder/Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder/Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
5. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority? <i>If you answered "Yes" to Question 5, on a separate sheet of paper please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) Of _____ (Firm Name), the Bidder/Proposer herein, that he/she has provided answers to the foregoing questions on the Bidder's/ Proposer's background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this _____ day of _____ 200__

 Notary Public/Commissioner of the Superior Court

PROPOSAL FORM 7

SEEC, FORM 11



**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

Electronics Recycling Collection Services

(This CERTIFICATION is to be signed by an authorized officer of the Contractor or the Contractor's managing general partner.)

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal for the Agreement For Electronic Recycling Services (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between September 1, 2007 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreementto
 - (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
 - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

5. The Contractor made the bid/proposal for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Michael Tracey, Director of Operations
Thomas Gaffey, Enforcement/Recycling Director
Jeffrey Duvall, Senior Operations Analyst
Michael Faniel, Lead Enforcement & Scale Officer

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

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative James A. Amann, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 200__

Notary Public/Commissioner of the Superior Court

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

PROPOSAL FORM 8

QUESTIONS CONCERNING AFFIRMATIVE ACTION,
SMALL BUSINESS CONTRACTORS, AND
OCCUPANTIONAL HEALTH AND SAFETY



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

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

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

LIST OF ACRONYMS

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

FOOTNOTE

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

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

PROPOSAL FORM 9

CERTIFICATE CONCERNING NONDISCRIMINATION



**CERTIFICATION CONCERNING
NONDISCRIMINATION**

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this certificate this

_____ day of _____ 200 _____

By (Signature): _____

Name (Print): _____

Title: _____

PROPOSAL FORM 10

AFFIDAVIT OF THIRD PARTY FEES



AFFIDAVIT OF THIRD PARTY FEES (Form A2)

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

I, _____, a duly authorized officer and/or representative of _____ (firm name), (the "Bidder/Proposer") 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. Bidder/Proposer seeks to enter into the Agreement For Electronic Recycling Services (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 AND 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: _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 200 _____

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.

PROPOSAL FORM 11

COMPANY BACKGROUND

COMPANY BACKGROUND

A. PROPOSER'S BUSINESS STRUCTURE

Proposer shall describe in detail its business structure and organization. Proposer shall identify and name all principals, owners, officers, parents and directors of Proposer and all stockholders holding more than 10% of the stock of Proposer. If the Proposer or any member of the Proposer's team is a partnership or joint venture, Proposer shall provide full and complete information concerning the nature and structure of the partnership or joint venture, including:

- A. Date of formation of the joint venture or partnership together with copies of joint venture or partnership agreements plus all amendments; and
- B. A description of the obligations of the partners to CRRA, specifically addressing if the agreement between members comprising the partnership or joint venture make each jointly and severally liable for contractual obligations to provide the services contemplated by this RFP.

Each Proposer shall also set forth information concerning any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three (3) years, including comparable information for related companies and actual and pending litigation in which the Proposer is involved.

B. PROGRAM EXPERIENCE

Proposer shall list all previous experience with similar electronics collection programs and provide references for verification.

C. PERMITS

Proposer shall provide copies of all permits obtained enabling the company to handle the consumer electronics collected.

ATTACHMENT B

AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION
SERVICES

AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION SERVICES

This AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION SERVICES (this "Agreement") is made as of this 1st day of March, 2008 (the "Commencement Date"), by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1702 ("CRRA") and _____, an _____, having a principal place of business at _____, _____, _____ (the "Contractor").

PRELIMINARY STATEMENT

CRRA is the owner or lessee of certain pieces and parcels of real property located throughout the State of Connecticut (collectively, the "Properties") upon which Properties CRRA owns and operates various solid waste management and/or disposal facilities (collectively, the "Facilities"). CRRA also obtains permission from Connecticut Municipalities to conduct electronics recycling on certain municipal properties (collectively "Municipal Properties"). CRRA now desires to enter into this Agreement in order to have Contractor render certain independent electronic recycling services for CRRA at the Facilities and the Municipal Properties in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Contractor hereby agree as follows:

**ARTICLE 1
DEFINITIONS AND REPRESENTATIONS**

1.1. DEFINITIONS

"**Act of Bankruptcy**" means that (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) Contractor shall have failed, or admitted in writing its inability generally, to pay

its debts as such debts become due, (c) Contractor shall have made a general assignment for the benefit of creditors, (d) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors, (e) Contractor shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in a bankruptcy or insolvency proceeding, (f) an order, judgment or decree for relief in respect of Contractor shall have been entered in an involuntary case, without the application, approval or consent of Contractor by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for Contractor or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days, (g) Contractor shall have filed a voluntary petition in bankruptcy, (h) Contractor shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or (i) an order for relief shall have been entered against Contractor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. §301. For purposes of this definition, the term Contractor shall mean Contractor or Guarantor.

"Affiliate" means a Person that, directly or indirectly, controls or is controlled by, or is under common control with, Contractor.

"Agreement" means this Agreement for Electronics Recycling Collection Services between CRRA and Contractor, together with **Exhibits 1-7** (inclusive) attached hereto and made a part hereof and any written amendments, modifications or supplements hereto.

"Applicable Laws" means any applicable statute, law, constitution, charter, ordinance, resolution, judgment, order, procedures, permits (including but not limited to the Permits), decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall hereinafter be enacted, promulgated, issued or enforced by any judicial or governmental authority having jurisdiction.

"State" means the State of Connecticut.

1.2 **CONSTRUCTION**. For purposes of this Agreement:

(a) Capitalized terms used herein shall have the meanings set forth herein;

(b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;

(c) Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with "generally accepted accounting principles", and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles which are generally accepted as of the date of this Agreement;

(e) The words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;

(f) Reference to any particular party shall include that party's employees and the authorized agents of that party;

(g) All references to agreements are references to the agreements as the provisions thereof may be amended, modified or waived from time to time; and

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

1.3 COVENANTS AND REPRESENTATIONS

1.3.1 Covenants and Representations of Contractor

Contractor represents, warrants and covenants to CRRA that:

(a) Contractor is a corporation duly organized and validly existing in good standing in the jurisdiction of its incorporation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor. Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the

performance of all its obligations under this Agreement have been authorized by all required actions of Contractor, all as required by the charter, by-laws and applicable laws that regulate the conduct of Contractor's affairs. The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound. This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

(b) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or, to the knowledge of Contractor, threatened against Contractor from which an unfavorable decision, ruling or finding would materially adversely affect or enjoin the performance by Contractor of its obligations hereunder or the other transactions contemplated hereby, or that in any way would materially adversely affect the validity or enforceability of this Agreement, Contractor's financial condition, or any other agreement or instrument entered into by Contractor in connection with the transaction contemplated hereby.

1.3.2 Covenants and Representations of CRRA

CRRA represents, warrants and covenants to Contractor that:

(a) CRRA is duly organized and validly existing in good standing under the laws of the State of Connecticut and is duly qualified and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.

(b) The execution, delivery and performance of this Agreement by CRRA (1) has been duly authorized by the governing body of CRRA, (2) does not require any consent, approval or referendum of voters, and (3) will not violate

any judgment, order, law or regulation applicable to CRRA or any provisions of CRRA's charter, by-laws or resolutions.

(c) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority, pending or, to the knowledge of CRRA, threatened against CRRA that in any way would materially adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by CRRA in connection with the transaction contemplated hereby.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 - Electronics Recycling Collection Services.

Contractor shall perform and complete the services set forth on **Exhibit 1** attached hereto and made a part hereof (collectively referred to as the "Services").

Section 2.2 - Labor, Materials and Restoration. Contractor shall, at its sole cost and expense: (a) furnish all labor, materials, supplies, tools, equipment, parts, PPE (Personal Protective Equipment), facilities and any other property in order to perform the Services hereunder; and (b) restore any portion of the Properties, Municipal Properties, or the improvements thereon disturbed or damaged by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage.

Section 2.3 - Performance of Services. Contractor shall perform and complete all Services hereunder in accordance with: (1) any and all instructions, guidance and directions provided by CRRA to Contractor; (2) the terms and conditions of this Agreement; (3) the highest industry standards applicable to Contractor and its performance of the Services hereunder; and (4) all Applicable Laws including but not limited to any successor or additional federal, state and local laws, rules or regulations that may be promulgated by any governmental authority having jurisdiction over the Properties, the Municipal Properties, or the Facilities (hereinafter collectively referred to as the "Standards").

Section 2.4 - Direction of Work. CRRA may, where deemed necessary or desirable by CRRA, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Services hereunder, and

Contractor shall comply with such instructions, guidance and directions.

Section 2.5 - CRRA's Inspection Rights. CRRA shall have the right at all times, with or without notice to Contractor, to inspect and observe Contractor's performance of any Services hereunder. If, after any such inspection, CRRA is unsatisfied with Contractor's performance of any Services hereunder, Contractor shall, at the direction of CRRA, render such performance satisfactory to CRRA at no additional cost or expense to CRRA and without any extension of or addition to any time schedules for the remaining Services.

Section 2.6 - Access. CRRA hereby grants to Contractor access to only those areas of the Properties, Municipal Properties, Facilities, or other real property(s) necessary for Contractor to perform the Services hereunder, provided that: (a) Contractor shall not interfere with any other operations being conducted on the Properties, Facilities, Municipal Properties, or other real property(s) by CRRA, or any other person or entity; and (b) Contractor is in compliance with all of the terms and conditions of this Agreement. CRRA reserves the right to revoke the access granted to Contractor herein if Contractor fails to comply with the foregoing conditions of access.

Section 2.7 - Receiving Facilities. Contractor shall obtain copies of applicable environmental operating permits (i.e., air, wastewater, stormwater, solid waste, hazardous waste) from the owner/operator of all facilities that are to receive the recyclable electronics ("Receiving Facilities") collected by Contractor under this Agreement. Prior to any deliveries of the recyclable electronics to any Receiving Facilities, Contractor shall forward copies of all permits of all Receiving Facilities to CRRA. When renewing or entering into new contractual arrangements with the owner/operator of any of the Receiving Facilities, Contractor shall obtain copies of the applicable environmental permits from the owner/operator of said Receiving Facilities prior to any deliveries of recyclable electronics, and, upon its receipt, Contractor shall forward copies of all foregoing permits to CRRA and provide CRRA a list of all possible initial and ultimate waste management or recycling facilities to which the used electronics are to be disposed of or recycled. At its sole and absolute discretion, CRRA reserves its right to prohibit Contractor from delivering recyclable electronics to any Receiving Facilities that it deems unsuitable in accordance with all federal, state, and/or local laws or regulations. Upon

CRRA's request, the successful proposer shall provide CRRA with a tracking report describing the final disposition (i.e., final recycling facility, disposal facility, or marketer) of the used electronics.

Section 2.8 - Weighing of Acceptable Electronics. The Contractor must weigh all acceptable electronics collected under this Agreement at a CRRA facility scale or a State certified scale and receive a CRRA scale ticket or a State certified ticket or other state certified scale provided Contractor receives prior approval from CRRA. On each hauling day, the Contractor must weigh its empty truck at the CRRA facility scale or a State certified scale to establish the tare weight, and then weigh the loaded truck at the CRRA facility scale or a State certified scale outbound to establish the billable scale figures. CRRA reserves its right to require vendor to segregate certain electronics.

ARTICLE 3 COMPENSATION AND PAYMENT

Section 3.1 - Contractor's Compensation.

The total amount of compensation to be paid to Contractor by CRRA for the performance of the Services is detailed in **Exhibit 2** (the "Contract Price"). The Contract Price shall be payable as set forth in Section 3.2 below. Contractor acknowledges and agrees that the Contract Price constitutes the full compensation to Contractor for the Services to be performed and completed by Contractor pursuant to this Agreement and includes all expenses and costs, including but not limited to, any and all costs for labor, equipment, and materials to be incurred by Contractor in performing and completing such Services.

Section 3.2 - Payment Schedule. Contractor shall render a bill to CRRA, in the form attached hereto as **Exhibit 3**, each month for all of the Services performed and all of the costs and expenses incurred in the immediately preceding month pursuant to this Agreement. Contractor's foregoing bill to CRRA shall be based upon the weight figures written in the CRRA scale tickets or by State certified scale received by Contractor. In Contractor's foregoing monthly bill submissions, Contractor shall attach copies of all CRRA facility scale or State certified scale tickets received by Contractor. If CRRA determines in its sole discretion that the Services for which Contractor is requesting

payment have been properly performed and completed in conformance with the Standards, then CRRA shall pay Contractor the requisite amount for such requested Services within forty-five (45) days after receipt of Contractor's written request. If, however, CRRA determines that any of the Services for which Contractor has requested payment are not in conformance with the Standards, then CRRA may, in its sole discretion, withhold all or a portion of the payment requested by Contractor, and Contractor shall, at its sole cost and expense, take all action necessary to render such Services conformance with the Standards without any extension of or addition to any time schedules for the remaining Services.

Section 3.3 - Accounting Obligations. Contractor shall maintain books and accounts of the costs incurred by Contractor in performing the Services pursuant to this Agreement in accordance with generally accepted accounting principles and practices. CRRA, during Contractor's normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.

Section 3.4 - Audit. CRRA reserves the right to review the reasonableness of all bills as they are billed to CRRA by Contractor. Upon reasonable notice from CRRA, Contractor agrees to allow CRRA to audit Contractor's files pertaining to CRRA's Services assigned to Contractor. Any such audit will be conducted on Contractor's premises and Contractor will be expected to produce any pertinent file information requested including Contractor's weight scale records. CRRA reserves the right to seek reimbursement of inappropriately billed bills.

**ARTICLE 4
TERM OF AGREEMENT**

Section 4.1 - Term. The term of this Agreement shall commence on the Commencement Date and shall terminate on December 31, 2008. At its sole and absolute discretion, CRRA shall have the right to exercise a one (1) one (1) year extension of the Agreement from January 1, 2009, through December 31, 2009 ("**Option Term**").

Section 4.2 - Time is of the Essence. CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance and completion of the Services hereunder. Accordingly, Contractor shall perform and complete any Services hereunder during the term of this Agreement in

accordance with any time schedule set forth in this Agreement or mutually agreed upon by CRRA and Contractor for such Services.

**ARTICLE 5
INSURANCE**

Section 5.1 - Required Insurance. Contractor shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial General Liability insurance alone or in combination with, Commercial Umbrella insurance with a limit of not less than five million (\$5,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto or vehicle (including owned, hired, and non-owned autos or vehicles), with a limit of not less than one million (\$1,000,000.00) dollars each accident, and including pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90) shall be attached.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of not less than five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident and five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.
- (d) Contractor's Pollution Legal Liability insurance with a limit of one million (\$1,000,000.00) dollars.

Section 5.2 - Certificates of Insurance. Upon Contractor's execution of this Agreement, Contractor shall submit to CRRA a

certificate or certificates for each required insurance referenced in Section 5.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 5.3 below. Additionally, Contractor shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 5.1 above, a certificate or certificates containing the information required by Section 5.3 below and certifying that such insurance has been renewed and remains in full force and effect.

Section 5.3 - Specific Requirements. All policies for each insurance required hereunder shall: (i) name CRRA as an additional insured (this requirement shall not apply to workers' compensation insurance, employers' liability insurance, or Contractor's property and equipment insurance); (ii) include a standard severability of interest clause; (iii) provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (iv) hold CRRA free and harmless from all subrogation rights of the insurer; and (v) provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.

Section 5.4 - Issuing Companies. All policies for each insurance required hereunder shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A- VII or better, or are otherwise deemed acceptable by CRRA in its sole discretion.

Section 5.5 - Other Conditions. CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for: (i) the existence, non-existence, form or legal sufficiency of the insurance described on such certificate, (ii) the solvency of any insurer, or (iii) the payment of losses.

Section 5.6 - Contractor's Subcontractors. Contractor shall either have its subcontractors covered under the insurance required hereunder, or require such subcontractors to procure and maintain the insurance that Contractor is required to procure and maintain under this Agreement.

Section 5.7 - Deductibles. No policy required to be purchased by Contractor pursuant to this Article 5 shall be subject to a deductible or similar provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder,

any sum which is subject to a deductible, Contractor shall pay such deductible.

Section 5.8 - No Limitation on Liability. No provision of this Article 5 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.

ARTICLE 6 INDEMNIFICATION

Section 6.1 - Contractor's Indemnification. 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, 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 (including environmental contamination or damage) or other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, employees, agents or other Contractors, (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 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 6.1 shall survive the termination or expiration of this Agreement.

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

ARTICLE 7 TERMINATION

Section 7.1 - Termination. This Agreement may be terminated by either CRRA or Contractor upon at least thirty (30) days' advance written notice except that Contractor shall have no right to

terminate until all ongoing tasks have been completed to the satisfaction of CRRA. Upon receipt of such written notice from CRRA, Contractor shall: (i) immediately cease work on any and all CRRA matters, unless otherwise directed in writing by the Authorized Representative; and (ii) remove all of its personnel and equipment from all of the Properties, Facilities, Municipal Properties, or other real properties. In addition and prior to any termination of this Agreement, Contractor shall restore any portion of any Facility, Property, Municipal Properties, or other real property other than those areas of any Property, Facility, Municipal Properties, or other real property otherwise improved by Contractor in performing the Services hereunder, disturbed or damaged by Contractor to the same condition existing immediately prior to such disturbance or damage. Upon termination of this Agreement pursuant to this Section 7, (a) CRRA shall pay Contractor for all Services performed by Contractor prior to the termination date, provided: (i) such Services have been performed by Contractor in accordance with the Standards, (ii) payment for such Services has not been previously made or is not disputed by CRRA, and (iii) Contractor has performed all its obligations under this Section 7 to CRRA's satisfaction, and (b) CRRA shall have no further liability hereunder. Except for the payment that may be required pursuant to the preceding sentence, CRRA shall not be liable to Contractor in any other manner whatsoever in the event CRRA exercises its right to terminate this Agreement. Contractor shall transmit to CRRA originals or copies of all material prepared, developed or obtained under this Agreement in Contractor's possession within thirty (30) days of receipt or issuance of the written notice of termination unless otherwise directed by the Authorized Representative. Contractor shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of four (4) years after final payment by CRRA and shall make them available for inspection and audit by CRRA. Contractor's obligations under this Section 7 shall survive the termination or expiration of this Agreement.

ARTICLE 8 **MISCELLANEOUS**

Section 8.1 - Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below:

(a) If to CRRA:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1702
Attention: Enforcement/Recycling Director

With a copy to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1702
Attention: President

(b) If to Contractor:

Attn: _____

Section 8.2 - Status of Contractor. CRRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Services for CRRA hereunder and that Contractor shall perform such Services in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship or an employer-employee relationship between CRRA and Contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of CRRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever.

Section 8.3 - Contractor's Employees. All persons employed by Contractor shall be subject and responsible solely to the direction of Contractor and shall not be deemed to be employees of CRRA.

Section 8.4 - Mechanic's Liens. Contractor shall claim no interest in the Properties , Municipal Properties, or any structures, equipment, fixtures, materials or improvements

located or to be located on such Properties or Municipal Properties, and Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its Properties or the Municipal Properties. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or security interests by Contractor or any of its subcontractors or materialmen. Before any subcontractor or materialman of Contractor commences any Services hereunder, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's lien is filed against CRRA or any of its Properties or any Municipal Properties in connection with the Services hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its option and without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor.

Section 8.5 - Withholding Taxes and Other Payments. No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the Services to be performed hereunder by Contractor, Contractor's employees, agents, subcontractors or materialmen. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this Section 8.5, and Contractor hereby agrees to indemnify and hold CRRA harmless against any and all such taxes, insurance or related payments which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

Section 8.6 - Performance Security. Upon Contractor's execution of this Agreement, Contractor shall furnish CRRA with a performance bond or a letter of credit in the amount of Fifty Thousand (\$50,000.00) dollars (the "Bond"). The Bond shall be in one of the forms set forth in Exhibit 4 and shall be issued and executed by a surety acceptable to CRRA. Contractor shall maintain the Bond in full force and effect during the term of this Agreement. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than ninety(90) days prior to the then current expiration date of the Bond,

Contractor notifies CRRA by registered mail that the surety of the Bond elects not to renew such Bond. Failure to maintain or renew the Bond under the aforesaid terms shall constitute a breach of this Agreement. If the surety on the Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Bond due to no fault of Contractor, Contractor shall immediately substitute another bond (or letter of credit) and surety, subject to the requirements set forth in this Section 8.6. In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under the Bond.

Section 8.7 - Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

Section 8.8 - Non-Discrimination. Contractor agrees to the following: (1) Contractor agrees and warrants that in the performance of the Services 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 Services 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 Services 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 and 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; and (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. If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

Section 8.9 - State of Connecticut Taxes: Contractor agrees that, pursuant to Conn. Gen. Stat § 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 name also agrees that, pursuant to Conn. Gen. Stat § 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 Agreement, 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 Agreement. 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 any RFP or other submittal or proposal to CRRA in connection with this Agreement.

Section 8.10 - Proprietary Information. Contractor shall not use, publish, distribute, sell or divulge any information

obtained from CRRA by virtue of this Agreement for Contractor's own purposes or for the benefit of any person, firm, corporation or other entity without the prior written consent of CRRA. Any reports or other work product prepared by Contractor in connection with the performance of any Services hereunder shall be owned solely and exclusively by CRRA and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of CRRA. CRRA shall not use, publish, distribute, sell or divulge any information or work product developed by Contractor specifically for CRRA under this Agreement for the benefit of any employee, firm, corporation or other entity, other than CRRA.

Section 8.11 - Subcontractors. Contractor shall consult with CRRA before hiring any subcontractors to perform any of the Services. Contractor shall require, in a manner satisfactory to CRRA, all of its subcontractors for the Services to abide by the terms and conditions of this Agreement. Moreover, Contractor's subcontracts with such subcontractors shall specifically provide that, in the event of a default by Contractor under this Agreement, CRRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide CRRA with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also, Contractor's subcontracts with its subcontractors shall specifically include CRRA as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claim, setoffs, or other rights whatsoever that they may have with or against Contractor by any reason other than through such subcontracts.

Section 8.12 - Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties hereto and concerning the subject matter hereof and supersedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

Section 8.13 - Modification. This Agreement may not be amended, modified, or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this agreement unless this Agreement is formally amended, modified, or supplemented.

Section 8.14 - Benefit and Burden. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

Section 8.15 - Severability. CRRA and Contractor hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

Section 8.16 - No Waiver. Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof.

Section 8.17 - Assignment. This Agreement may not be assigned in whole or in part without the prior written consent of the other party or such assignment shall be void.

Section 8.18 - Benefit and Burden. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

Section 8.19 - Counterparts. This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

Section 8.20 - Campaign Contribution and Solicitation

Prohibitions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **Exhibit 7** [SEEC Form 11].

Section 8.21 - Small Contractors Application. At the request of CRRA and if Contractor qualifies, Contractor shall apply with the State of Connecticut Department of 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 *Connecticut General Statutes* Section 4a-60g.

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

CONTRACTOR

By: _____

Its
Duly Authorized

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: _____

Thomas D. Kirk
Its President
Duly Authorized

EXHIBIT 1

SCOPE OF SERVICES

SCOPE OF SERVICES

CRRA is seeking proposals to facilitate electronics collection programs that will achieve the maximum degree of reuse or recyclability for electronic components with market value and the safe disposal of components that maybe unsuitable for disposal in the solid waste stream.

Electronics will be collected at an unspecified number of locations and a variety of programs during the following term: covering two (2) divisible fifteen (15) week periods in the spring of 2008 and the fall 2008.

During each fifteen (15) week programs, a variety and number of collection programs may take place, including, but not limited to, the following options:

- Single-day collection.
- Collection at predetermined acceptable sites using containers provided by contract vendor during all or part of the Fifteen (15) week collection periods. The vendor will collect all electronics from drop-off site(s) at the close of the program.
- Post-holiday collection.

Contractor shall:

1. Arrive and set up at least sixty (60) minutes prior to start of any electronics collection.
2. Provide adequate personnel, transportation, vehicles and equipment for the timely loading and transportation of the electronics for recycling off of the properties by the close of the business day but no latter then 5:00pm.
3. Compliance with all Connecticut DEP requirements.
4. Adherence to vehicle access and traffic flow plan approved by CRRA and or the municipality.

The electronics accepted for the collection shall be generated only by residential and municipal sources and will include, at a minimum, televisions, computers and computer accessories, VCRs, copiers, printers, radios, and stereos. Whether other types of electronics are included will be determined on the basis of discussions between the CRRA and vendor.

The DEP document entitled Best Management Practices is attached hereto as **Exhibit 5** and is included as a guide for the implementation of electronics recycling collection in Connecticut.

CRRA data recording 2007 collections at CRRA projects and member municipalities is attached hereto as **Exhibit 6**.

Used electronics generated from residential sources are exempt from state and federal hazardous waste and universal waste management standards. Notwithstanding the foregoing, the successful proposer will be required to operate each used electronics collection event in accordance with the management standards for large quantity handlers of universal waste found at 40 CFR 273.33, 273.34, 273.36, and 273.37, as well as the Regulations of Connecticut State Agencies ("RCSA") 22a-449-(c)-113(d)(1)(A) through (E). Any used electronics that are generated from municipal sources shall be managed in accordance with all applicable sections of RCSA 22a-449(c)-113, Standards for Universal Waste Management.

EXHIBIT 2
PRICING FORM

**Electronics Recycling
Request for Proposals**

PRICING FORM

Name of Proposer: _____

I. Base Term:

Pricing Coverage Period: March 1, 2008 – December 31, 2008

Price Per Pound (1)

(Words & Numbers): _____

Pricing Cap

(Words & Numbers): Pricing Cap Offered, As Follows:

Place check where applicable

 No Pricing Cap Offered

Revenue Sharing

(Words & Numbers): Revenue Sharing Offered, As Follows:

Place check where applicable

 No Revenue Sharing Offered

(1) Please tell us if the price per pound includes any producer subsidies built into the price and from which companies you receive the subsidies. Also, please tell us if you anticipate any future subsidies and how you plan to incorporate them into the price.

PRICING (cont.)

II. Option Term

Pricing Coverage Period: January 1, 2009 – December 31, 2009

Price Per Pound (1)

(Words & Numbers): _____

Pricing Cap

(Words & Numbers): []

Place check where applicable

Pricing Cap Offered, As Follows:

[]

No Pricing Cap Offered

Revenue Sharing

(Words & Numbers): []

Place check where applicable

Revenue Sharing Offered, As Follows:

[]

No Revenue Sharing Offered

(1) Please tell us if the price per pound includes any producer subsidies built into the price and from which companies you receive the subsidies. Also, please tell us if you anticipate any future subsidies and how you plan to incorporate them into the price.

Signature of Authorized Official: _____

Typed Name: _____

Title: _____

Date: _____

EXHIBIT 3
BILLING FORM

BILLING FORM

Project: Electronics Recycling Collection Program

Project #: _____

Month Of: _____

Date Of Submission: _____

Dates(s)/Description Of Service:

Amount Collected At Each Program/Drop-Off Station With Weight Slips Attached:

Cost This Invoice: ("Pricing," Exhibit 2):

EXHIBIT 4

PERFORMANCE BOND

PERFORMANCE BOND

CONTRACTOR (Name and Address):
Principal

SURETY (Name and
Place of Business):

OWNER (Name and Address):

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

AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION SERVICES

Date:

Amount:

Description (Name and Location):

100 Constitution Plaza, 6th Floor
Hartford, CT 06103

BOND

Date:

Amount: FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS

TERMS AND CONDITIONS

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Agreement For Electronics Recycling Collection Services dated March 1, 2008, (the "Agreement"), the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.
2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or
 - 4.2. Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or

4.4. Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:

4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:

6.1. The responsibilities of the Contractor for correction of defective work and completion of the Agreement;

6.2. Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any of the terms of the Agreement.
 - 12.2. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

CONTRACTOR AS PRINCIPAL

By: _____

Its

SURETY

Company:

By: _____

Its

LETTER OF CREDIT

To Be Issued By A Connecticut Bank
Or By A National Banking Association

Irrevocable Standby Letter Issuance Date: _____, 2008
of Credit No.

Beneficiary: Expiration Date: _____, 200__

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

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in favor of the "Beneficiary", Connecticut Resources Recovery Authority, at the request and for the account of [Contractor's name and address], for the sum or sums up to the aggregate amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at this office not later than our close of business on _____, 200__ or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter of Credit No. _____."

Drafts must be accompanied by a certified statement from the Beneficiary that [Contractor's name] has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Agreement For Electronics Recycling Collection Services between [Contractor's name] and Beneficiary, dated as of March 1, 2008, as amended.

Partial drawings hereunder are permitted.

We hereby agree with you that drafts drawn under and in compliance with the above terms of this Letter of Credit shall be duly and promptly honored on due presentation and delivery to us on or before the above-referenced expiration date or any duly extended expiration date.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of [name of the issuing Connecticut Bank or National Banking Association] under this Letter of Credit is the individual obligation of [name of the issuing Connecticut Bank or National Banking Association] and is in no way contingent upon reimbursement with respect thereto.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one (1) year from the expiration date stated above, or any future expiration date, unless not later than ninety (90) days prior to the expiration date stated above or the then current expiration date we notify you by registered mail that we elect not to renew this Letter of Credit for any such additional period.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit shall be duly honored by us at your first demand, notwithstanding any contestation or dispute between you and [Contractor's name], if presented to us in accordance with the provisions hereof.

This Letter of Credit is subject to and governed by the laws of the State of Connecticut, the decisions of the courts of that state, and the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500 and in the event of any conflict, the laws of the State of Connecticut and the decisions of the courts of that state will control. If this Letter of Credit expires during an interruption of business of this bank as described in Article 17 of said Publication 500, [name of issuing Connecticut Bank or National Banking Association] hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business from such interruption.

Very truly yours,

Authorized Signature for
[name of issuing Connecticut Bank
or National Banking Association]

EXHIBIT 5

DEP - BEST MANAGEMENT PRACTICES

**BEST MANAGEMENT PRACTICES
FOR THE COLLECTION OF CONSUMER ELECTRONICS
(One-Day Events)**

- 1) The vendor who accepts consumer electronics from a one-day collection event must prepare an operation and management plan for the event. The plan should describe how the items will be collected, stored and picked up for transport, and describe safety procedures that would be implemented as needed during the collection event.
- 2) The collection should be limited to consumer electronics from residential sources only, and only the following items should be accepted:
 - a) Personal computers including the central processing unit, monitor and printer
 - b) Televisions
 - c) VCRs
 - d) Compact disc players
 - e) Radios
- 3) Any item accepted must be intact with all easily removable batteries removed prior to acceptance.
- 4) Only event workers and representatives of the vendor, not the general public, should place items into the collection vehicles. Handling of consumer electronics should be minimized to decrease the chance of breakage. If it is raining, consumer electronics should be loaded directly onto collection vehicles.
- 5) All materials must be removed from the site by the end of the day.
- 6) The vendor may only accept those items which they can reuse or recycle. CRRA and the vendor should ensure that the consumer electronics are in fact being reused or recycled and verify end markets. No materials may be transported to a solid waste landfill or incinerator.
- 7) The collection must take place on an impervious surface.
- 8) The collection location should have adequate room so that traffic does not back up onto the street, impede emergency personnel or otherwise compromise the safety of workers, participants and the general public.
- 9) Through the temporary authorization application, the Department should receive notification of the locations of the one-day events in advance of each event. CRRA should also submit to the Department an estimate of the amount and types of materials accepted at each event after the event takes place. This will assist us in future planning for such events.

**BEST MANAGEMENT PRACTICES
FOR THE COLLECTION AND STORAGE OF CONSUMER ELECTRONICS
(Drop-offs at Permitted Solid Waste Facilities)**

- (1) The collection of consumer electronics should be limited to only those items which can be reused or recycled, and only the following items should be accepted:
 - a) Personal computers including the central processing unit, monitor and printer;
 - b) Televisions
 - c) VCRs
 - d) Compact disc players
 - e) Radios
- (2) Consumer electronics shall not be opened, handled or stored in a manner which may rupture the outer case, cause it to leak, result in breakage of cathode ray tubes, or produce a short circuit. Easily removable batteries should be removed first.
- (3) Consumer electronics shall not be stored near incompatible solid wastes or other materials unless they are separated from such other materials by means of a dike, berm, wall or other device to prevent fires, explosions, gaseous emissions, leaching, or other discharge of hazardous waste or hazardous waste constituents.
- (4) Any storage area for consumer electronics shall be provided with a roof, an impervious base treated with a sealant that is chemically compatible with the materials stored, shall be bermed to prevent run-on, and shall have a spill containment system.
- (5) Containers, pallets, and shelves used to store consumer electronics shall be elevated to prevent contact with free standing liquids.
- (6) No more than ^{10,000}~~2,000~~ kilograms of consumer electronics shall be accumulated at the facility at any one time.
- (7) The facility may not knowingly accept consumer electronics from non-residential generators.
- (8) No person other than an employee of the facility, or a person under the supervision of such an employee, may place consumer electronics into a collection container, shelf or pallet at the facility.

EXHIBIT 6

CRRA FY 2007 Data

Electronic Recycling Tonnages
 Residential One day events & Municipal P/U
 Period: Calendar Year 2007

One Day events

Mid-CT Project

Essex	34,517	
Hartford	70,232	
Enfield	52,493	
Torrington	33,616	
Waterbury	36,158	
Essex	41,590	
Torrington	38,358	
Hartford	54,674	
	361,638	361,638

Wallingford Project

Cheshire	87,475	87,475
Hamden	79,396	
	166,871	166,871

Bridgeport Project

Wilton	46,266	
Fairfield	21,522	
Stamford	52,115	
Norwalk	20,331	
Stratford	30,171	
	170,405	170,405

786,389 Total pounds -one day events

Municipal Pick-ups

Mid-CT Project

Naugatuck	3,840	
	3,840	3,840

Wallingford Project

Hamden	2,903	
Wallingford	6,921	
Hamden	16,860	
	26,684	26,684

Bridgeport Project

Stratford	7,403	
Stratford	5,083	
Stratford	15,967	
Orange	10,249	
Stratford	15,537	
	54,239	54,239

84,763 Total pounds -municipal p/u

871,152 2007 Total pounds

EXHIBIT 7
SEEC FORM 11



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

Electronics Recycling Collection Services

(This CERTIFICATION is to be signed by an authorized officer of the Contractor or the Contractor's managing general partner.)

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal for the Agreement For Electronic Recycling Services (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between September 1, 2007 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreementto
 - (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
 - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

5. The Contractor made the bid/proposal for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Michael Tracey, Director of Operations
Thomas Gaffey, Enforcement/Recycling Director
Jeffrey Duvall, Senior Operations Analyst
Michael Faniel, Lead Enforcement & Scale Officer

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

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative James A. Amann, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of

_____ (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 200__

Notary Public/Commissioner of the Superior Court

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.