

**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

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

FOR

**ELECTRONICS RECYCLING COLLECTION SERVICES
(RFB Number 10-OP-003)**

PROPOSAL DUE DATE – OCTOBER 14, 2009

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

September 14, 2009

REQUEST FOR PROPOSALS
For
ELECTRONICS RECYCLING COLLECTION SERVICES
(RFB Number 10-OP-003)

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

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**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES**

SECTION 1

**NOTICE TO FIRMS – REQUEST FOR
PROPOSALS**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO FIRMS – REQUEST FOR PROPOSALS

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state.

CRRA is seeking proposals 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 proposal solicitation will be used to set up collection programs for CRRA member or contract municipalities.

The proposal will cover the following: (i) a **Base Term** covering two (2) divisible fifteen (15) week periods in the spring of 2010 and the fall 2010; 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 2011, and in the fall of 2011.

Request For Proposal (“RFP”) package documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **Monday, September 14, 2009**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

CRRA encourages firms interested in this RFP to submit a Notice Of Interest Form to CRRA by 3:00 p.m., Wednesday, October 1, 2009. The Notice Of Interest Form is available on CRRA’s web site along with the other RFB documents. While not mandatory, CRRA will use the information provided on the Form to notify prospective proposers about the availability of addenda and other information related to the RFP.

Sealed proposals must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Wednesday, October 14, 2009. Proposals received after the time and date set forth above shall be rejected. All proposals shall remain open for ninety (90) days after the proposal due date.

Proposals will be opened at CRRA’s convenience on or after the proposal due date. Note that all information submitted by a firm responding to this RFP is subject to Connecticut’s Freedom of Information Act.

All questions regarding this RFP must be submitted **in writing** to Ronald Gingerich, by e-mail (rgingerich@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., Wednesday, October 1, 2009. Subject to the discretion of CRRA, CRRA may decide to provide written responses to firms no later than Friday, October 9, 2009. Any firm considering submitting a proposal is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Gingerich.

**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES**

**SECTION 2
INSTRUCTIONS TO PROPOSERS**

INSTRUCTIONS TO PROPOSERS

ELECTRONICS RECYCLING COLLECTION SERVICES (RFP Number 10-OP-003)

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1. Introduction

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state.

CRRA is seeking proposals 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 proposal solicitation will be used to set up collection programs for CRRA member or contract municipalities.

The proposal will cover the following: (i) a **Base Term** covering two (2) divisible fifteen (15) week periods in the spring of 2010 and the fall 2010; 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 2011, and in the fall of 2011.

2. RFP Projected Timeline

The following is the projected timeline for the RFP process:

ITEM	DATE
RFP Documents Available	Monday, September 14, 2009
Notice of Interest Forms Due	3:00 p.m., Wednesday, October 1, 2009
Deadline for Written Questions	3:00 p.m., Wednesday, October 1, 2009
Response to Written Questions	No Later Than Friday, October 9, 2009
Proposals Due at CRRA	3:00 p.m., Wednesday, October 14, 2009
Selection and Notice of Award Issued	Friday, November 20, 2009

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline and further reserves the right to reject any and all proposals and republish this RFP. CRRA also reserves the right at its sole and absolute discretion to terminate this RFP process at any time prior to the execution of any Agreement.

3. Definitions

As used in this Instructions To Proposers and in other Contract Documents (as defined herein), the following terms shall have the meanings as set forth below:

- (a) **Addenda:** Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Agreement for Electronics Recycling Collection Services (the "Agreement");
 - (2) RFP Package Documents (defined in (g) below)
 - (3) Addenda;
 - (4) Firm's Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-proposal documentation submitted prior to the Notice Of Award);

- (5) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful proposer]; and
 - (6) Any written amendments to the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful proposer that states that CRRA has accepted such proposer's proposal and sets forth the remaining conditions that must be fulfilled by such proposer before CRRA executes the Agreement.
- (e) **Project:** The provision by the successful proposer of electronics recycling collection services, in accordance with the Contract Documents.
- (f) **RFP Package Documents:**
- (1) Notice To Firms – Request For Proposals;
 - (2) Instructions To Proposers;
 - (3) Notice of Interest Form;
 - (4) Proposal Form;
 - (5) Pricing Form;
 - (6) Issues And Questions To Be Addressed Form;
 - (7) Background And Experience Form;
 - (8) References Form;
 - (9) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 - (10) Certification Concerning Nondiscrimination;
 - (11) Background Questionnaire;
 - (12) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 - (13) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful proposer]; and
 - (14) Agreement for Electronics Recycling Collection Services
 - A. Scope Of Services;
 - B. Pricing Schedule;
 - C. Billing Format;
 - D. Performance Security;
 - E. DEP – Best Management Practices;
 - F. CRRA FY 2009 Data;
 - G. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 - H. Certification Concerning Nondiscrimination;

- I. Contractor's Certification Concerning Gifts; and
- J. President's Certification Concerning Gifts.

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

4. Communications With CRRA Staff and Board Members

Except as otherwise authorized by this Instructions To Proposers, during the period while the RFP process is active (i.e., from the date CRRA issues the RFP until the date the successful proposer accepts the Notice Of Award), firms contemplating or preparing proposals are prohibited from contacting CRRA staff or CRRA Board of Director members in an ex parte manner to discuss the RFP submission process. A firm's proposal shall be rejected if any of the foregoing ex parte communications take place.

5. Scope Of Services

CRRA is seeking proposals from qualified firms 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. The services will consist of One-Day Collection events and Drop-Off Collections.

Specific instructions about how the Services are to be performed are included in the Agreement. The Services will be performed in accordance with and as required by the Contract Documents, including but not limited to, the scope of services set forth in **Exhibit A** (the "Scope Of Services") of the Agreement.

6. Availability of RFP Package Documents

Complete sets of the RFP Package Documents may be obtained on the World Wide Web beginning Monday, September 14, 2009 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFP: Electronics Recycling Collection Services" link.

The RFP Package Documents are in PDF format. The forms included in the RFP Package Documents are also available for downloading in Microsoft Word format at the same place on CRRA's web site where the PDF of the RFP is located. Prospective proposers can fill the forms out by typing the answers on their computer's keyboard. The forms can then be printed and submitted with the proposal. CRRA encourages firms to make use of the downloadable Word forms.

The RFP Package Documents are also available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

7. Notice of Interest

CRRA encourages firms interested in this RFP to submit a Notice Of Interest Form (Section 3 of the RFP Package Documents) to CRRA by 3:00 p.m., Wednesday, October 1, 2009. The Notice Of Interest Form is available on CRRA's web site along with the other RFP documents. While not mandatory, CRRA will use the information provided on the form to notify prospective proposers about the availability of addenda and other information related to the RFP.

8. Addenda And Interpretations

CRRA may issue Addenda to the RFP Package Documents that shall, upon issuance, become part of the RFP Package Documents and binding upon all potential or actual proposers for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential proposers. Any request for interpretation or clarification of any documents included in the RFP Package Documents must be **submitted in writing to Ronald Gingerich by e-mail (rgingerich@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722).** To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Wednesday, October 1, 2009.

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 7, above) or who picked up or requested from CRRA a printed copy of the RFP Package Documents. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFP: Electronics Recycling Collection Services" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline (i.e., by Friday, October 16, 2009).

Failure of any proposer to receive any such Addenda shall not relieve such proposer from any conditions stipulated in such Addenda. Only questions answered or issues addressed by formal written Addenda will be binding. **All oral and other written responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.**

9. Proposal Submittal Procedures

Sealed proposals shall be submitted no later than 3:00 p.m., Eastern Time, Wednesday, October 14, 2009 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich. Proposals received after the time and date set forth above shall be rejected.

10. Number Of Copies

Each proposer must submit one (1) original and three (3) copies of its proposal. The original proposal shall be stamped or otherwise marked as such.

Each proposal (the original and three copies) shall be enclosed in a sealed envelope that shall be clearly marked "Proposal for Electronics Recycling Collection Services."

11. Period Proposals Shall Remain Open

Proposals shall remain open and subject to acceptance for ninety (90) days after the proposal due date.

12. Non-Negotiability Of The Agreement

The terms and conditions of the Agreement (Section 14 of the RFP Package Documents), as attached, are non-negotiable. Any potential proposer that will be unable to execute the Agreement, as attached, should not submit a proposal.

13. Modification/Withdrawal Of A Proposal

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to CRRA's office at any time prior to the proposal due date.

14. Proposal Contents

Proposals shall be submitted on forms provided by CRRA as part of this proposal package, all of which forms must be completed with the appropriate information required and all blanks on such forms filled in.

A proposal must consist of the following and be in the following order:

- (a) Title page, including the title of the solicitation, the name of the proposer and the date the proposal is submitted;
- (b) Cover letter, signed by a person authorized to commit the proposer to the contractual arrangements with CRRA, which includes the following:
 - (1) The name of the proposer;
 - (2) The legal structure of the proposer (e.g., corporation, joint venture, etc.);
 - (3) A clear statement indicating that the attached proposal constitutes a firm and binding offer by the proposer to CRRA considering the terms and conditions outlined in the RFP; and
 - (4) The proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 16.2 of this Instructions To Proposers);
- (c) Table of Contents for the proposer's proposal;
- (d) The completed Proposal Form (Section 4 of the RFP Package Documents), with Addenda, if any, listed in the appropriate place (Page 3), the name and address of

the contact for Notices listed in the appropriate place (Page 6) and the completed agreement section (Page 7);

- (e) The completed Pricing Form (Section 5 of the RFP Package Documents);
- (f) The completed Issues And Questions To Be Addressed Form (Section 6 of the RFP Package Documents);
- (g) The completed Background And Experience Form (Section 7 of the RFP Package Documents);
- (h) A completed References Form (Section 8 of the RFP Package Documents);
- (i) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 9 of the RFP Package Documents), with the proposer's most recent EEO-1 data attached if the proposer wishes such data to be considered in the evaluation of its proposal;
- (j) The completed Certification Concerning Nondiscrimination (Section 10 of the RFQ Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court); with the proposer's nondiscrimination policies and procedures attached;
- (k) The completed Background Questionnaire (Section 11 of the RFP Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (l) A copy of the proposal submitter's up-to-date certificate of insurance showing all current insurance coverage.

Proposers should not include in their proposals any other portions of the RFP Package Documents (e.g., this Instructions To Proposers or the Agreement).

Proposer may include additional information as an addendum/appendix to its proposal if the proposer thinks that it will assist CRRA in evaluating the proposer's proposal. A proposer should not include information that is not directly related to the subject matter of this solicitation.

15. Proposal Opening

All proposals will be opened at CRRA's convenience on or after the proposal due date.

CRRA reserves the right to reject any or all of the proposals, or any part(s) thereof, and/or to waive any informality or informalities in any proposal or the RFP process for this Project.

16. Proposal Evaluation

The award of the contract for the Services will be made, if at all, to the proposer(s) whose evaluation by CRRA results in CRRA determining that such award to such proposer(s) is in the best interests of CRRA. **However, the selection of a proposer(s) and the award of such contract, while anticipated, are not guaranteed.**

CRRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. CRRA is committed to complying with the Americans with Disability Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

16.1 Evaluation Criteria

CRRA will base its evaluation of proposals on the following criteria, which are not necessarily presented in order of importance:

- (a) Cost;
- (b) Proven ability of the proposer to perform the Services required by the Contract Documents;
- (c) Any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

16.2 Affirmative Action Evaluation Criteria

All proposals will also be rated on the proposer's demonstrated commitment to affirmative action. Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies* require CRRA to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (a) The proposer's success in implementing an affirmative action plan (see Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 9 of the RFP Package Documents));
- (b) The proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (see Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 9 of the RFP Package Documents));
- (c) The proposer's promise to develop and implement a successful affirmative action plan (see Question 4B of the Questionnaire Concerning Af-

firmative Action, Small Business Contractors And Occupational Health And Safety (Section 9 of RFP Package Documents));

- (d) The proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 14(i) of this Instructions To Proposers); and
- (e) The proposer's promise to set aside a portion of the contract for legitimate minority business enterprises (see Section 14(b) of this Instructions To Property Appraisers).

CRRA will base its evaluation of the proposals on cost, qualifications, proven ability of proposer to perform the Services required by the Contract Documents and any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

17. Contract Award

If the contract is to be awarded, CRRA will issue to the successful proposer(s) a Notice Of Award within ninety (90) days after the proposal due date.

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

18. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful proposer(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFP and the date the Agreement is executed. If the apparently successful proposer does not execute the Certification, it will be disqualified for the Agreement. The dates between which the proposer may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice Of Award included in the RFP Package Documents (see Attachment A to Section 13 of the RFP Package Documents).

19. Proposer's Qualifications

CRRA may make any investigation deemed necessary to determine the ability of any proposer to perform the Work required. Each proposer shall furnish CRRA with all such information as may be required for this purpose.

20. Proposal Preparation And Other Costs

Each proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, or incurred in connection with any interviews and negotiations with CRRA, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses.

**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES**

**SECTION 3
NOTICE OF INTEREST FORM**



NOTICE OF INTEREST FORM

Individuals and firms that have an interest in the Connecticut Resources Recovery Authority ("CRRRA") solicitation listed below are encouraged to submit this Notice Of Interest Form to CRRRA as early as they can. Forms should be submitted no later than the date specified below. Request For Bids/Proposals/Qualifications documents and other information released by CRRRA related to the solicitation will be directly provided to those firms that have submitted this Form to CRRRA by the Form Due Date.

Solicitation:	Electronics Recycling Collection Services
Form Due Date/Time:	3:00 p.m., Wednesday, October 1, 2009

Provide the following information about the individual/firm and the contact person for the firm.

Name of Individual/Firm:	
Name of Contact Person:	
Title of Contact Person:	
Mailing Address:	
Address 2	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

Submit this form to the CRRRA contact listed below via e-mail, fax or correspondence as listed below.

CRRRA Contact:	Ronald Gingerich
E-Mail Address:	<u>rgingerich@crra.org</u>
Fax Number:	860-757-7742
Correspondence Address:	Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103

**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES
FOR THE
MID-CONNECTICUT RESOURCE RECOVERY FACILITY**

**SECTION 4
PROPOSAL FORM**



PROPOSAL FORM

PROJECT: [Dependent on where and for whom collections are held]
RFP NUMBER: 10-OP-003
CONTRACT FOR: Electronics Recycling Collection Services
PROPOSAL 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 Proposal Form (a "Proposal") shall have the same respective meanings assigned to such terms in the Contract Documents.

2. TERMS AND CONDITIONS

The undersigned (the "Proposer") accepts and agrees to all terms and conditions of the Request For Proposals, Instructions To Proposers, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for ninety (90) days after the proposal due date.

If CRRA issues a Notice Of Award to Proposer, Proposer 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) Deliver to CRRA the requisite certificates of insurance;
- (d) Deliver to CRRA the requisite Performance Security;

- (e) 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
- (f) Satisfy all other conditions of the Notice Of Award.

3. PROPOSER'S OBLIGATIONS

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

- (a) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the prices specified in Proposer's Pricing Form 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 Proposer qualifies, to apply with the State of Connecticut Department Administrative Services, and to 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. PROPOSER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT

In submitting this Proposal, Proposer acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFP Package Documents, are non-negotiable, and Proposer is willing to and shall, if CRRA accepts its Proposal for the Services and issues a Notice Of Award to Proposer, execute such Agreement. However, CRRA reserves the right to negotiate with Proposer over Proposer's price for the Services submitted on its Pricing Form.

5. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

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

6. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Proposal, Proposer acknowledges and agrees that Proposer shall not use any information made available to it or obtained in any examination made by it in connection with this RFP 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 Services.

7. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

In submitting this Proposal, Proposer acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including 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 this Agreement, nor shall Proposer include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. 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 proposal or other submittal to CRRA in connection with this RFP.

8. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

- (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 Proposer's Proposal is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that 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.

9. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this Proposal, the Proposer, together with any affiliates or related persons, the guarantor, if any, 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 Proposal 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 Proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to the "proposal opening" to any other person or company;
- (c) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition;
- (d) Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal; and

- (e) Proposer has not sought by collusion to obtain for itself any advantage for the Services over any other proposer for the Services or over CRRA.

10. PROPOSER'S REPRESENTATIONS CONCERNING RFP FORMS

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

11. PROPOSER'S WAIVER OF DAMAGES

Proposer and all its affiliates and subsidiaries understand that by submitting a Proposal, Proposer is acting at its and their own risk and Proposer 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 proposals by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Services (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

12. PROPOSER'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.

13. ATTACHMENTS

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

- (a) The completed Pricing Form;

- (b) The completed Issues And Questions To Be Addressed Form;
- (c) The completed Background And Experience Form;
- (d) The completed References Form;
- (e) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Proposer;
- (f) Certification Concerning Nondiscrimination that has been completely filled out and by the Proposer and signed before a Notary Public or Commissioner of the Superior Court, with the Proposer's nondiscrimination policies and procedures attached;
- (g) Background Questionnaire that has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court; and
- (h) A copy of the Proposer's up-to-date certificate of insurance showing all current insurance coverage.

14. NOTICES

Communications concerning this Proposal should be addressed to Proposer at the address set forth below.

Proposer Name:	
Proposer Contact:	
Title:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

15. ADDITIONAL REPRESENTATION

Proposer hereby represents that the undersigned is duly authorized to submit this Proposal on behalf of Proposer.

AGREED TO AND SUBMITTED ON _____, 2009

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

**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES**

**SECTION 5
PRICING FORM**



PRICING FORM

**ELECTRONICS RECYCLING COLLECTION SERVICES
(RFB Number 10-OP-003)**

Proposer affirms that the pricing below represents the entire cost to perform the Services in accordance with the Contract Documents, and that no claim will be made on account of any "overruns" (e.g., increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting this Project), and that each and every such claim is hereby expressly waived by Proposer.

Name of Proposer (Firm):	
Signature of Proposer Representative:	
Name (Type/Print):	
Title:	
Date:	

1. BASE TERM (January 1, 2010 through December 31, 2010)

- (a) The pricing per pound submitted below must be the aggregate price CRRA will pay for Services. The proposer should not include any add-on or additional fees in the proposal.

Price Per Pound	
Dollars	Cents

- (b) Do you propose an annual volume discount that would reduce the prices for One-Day Collection Events once an annual threshold is reached? Volume discount pricing may not be used for One-Day Collection Events on an individual event basis.

Yes No

If you answered "Yes," describe the amount of the discount and how it would be implemented.

- (c) Do you propose a volume discount for Drop-Off Collections ("milk runs") when there are pickups at multiple locations in a single run?

Yes No

If you answered "Yes," describe the amount of the discount and how it would be implemented.

(d) Are any producers' subsidies built into the price per pound?

Yes No

If you answered "Yes," list the identities of such producers.

(e) Do you anticipate any future subsidies?

Yes No

If you answered "Yes," describe how you plan to incorporate them into the price per pound.

(f) Do you propose a Pricing Cap?

Yes No

If you answered "Yes," describe the amount of the pricing cap and how it would be implemented.

(g) Do you propose Revenue Sharing?

Yes No

If you answered "Yes," describe the revenue sharing arrangement you propose.

2. OPTION TERM (January 1, 2011 through December 31, 2011)

- (a) The pricing per pound submitted below must be the aggregate price CRRA will pay for Services. The proposer should not include any add-on or additional fees in the proposal.

Price Per Pound	
Dollars	Cents

- (b) Do you propose an annual volume discount that would reduce the prices for One-Day Collection Events once an annual threshold is reached? Volume discount pricing may not be used for One-Day Collection Events on an individual event basis.

Yes No

If you answered "Yes," describe the amount of the discount and how it would be implemented.

- (c) Do you propose a volume discount for Drop-Off Collections ("milk runs") when there are pickups at multiple locations in a single run?

Yes No

If you answered "Yes," describe the amount of the discount and how it would be implemented.

(d) Are any producers subsidies built into the price per pound?

Yes No

If you answered "Yes," list the identities of such producers.

(e) Do you anticipate any future subsidies?

Yes No

If you answered "Yes," describe how you plan to incorporate them into the price per pound.

(f) Do you propose a Pricing Cap?

Yes No

If you answered "Yes," describe the amount of the pricing cap and how it would be implemented.

(g) Do you propose Revenue Sharing?

Yes No

If you answered "Yes," describe the revenue sharing arrangement you propose.

**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES**

**SECTION 6
ISSUES AND QUESTIONS TO BE ADDRESSED
FORM**



ISSUES AND QUESTIONS TO BE ADDRESSED FORM

Bidder/Proposer/SOQ Submitter shall respond in the spaces on this and the following pages (add additional sheets of paper as necessary) to the particular issues and questions posed in this Form. Complete written answers are required.

1. The successful proposer will be required to provide equipment needed for the temporary storage and transport of collected electronic equipment for both One-Day Collection Events and Drop-Off Collections. The following is a list of the equipment/supplies that the successful proposer will be required to provide. Place a mark in the box for each of the following equipment/supplies that the proposer will provide. If the proposer will provide any other equipment/supplies, mark the "Other" box and list the additional equipment/supplies that would be provided.

- Pallets
- Pallet Jack
- Gaylord Boxes
- Fork Lift with back-up available at each event
- Tractor Trailer(s) with Lift Gage
- Covered Back-Up Truck or Roll-Off
- Dollies
- Traffic Cones
- Shrink Wrap/Sealing Tape
- Other Equipment (specify):

2. 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.

Place a mark in the box for each type of electronics that are acceptable to proposer. List any other types of electronics that could be included.

- Televisions
- Computers and Computer Accessories
- VCRs
- Copiers
- Printers
- Radios
- Stereos
- Other Electronics (specify):

3. Respond to the questions posed below regarding the services the proposer would provide.

One-Day Collection Events

- Maximum number of One-Day Collection Events to be serviced under this Agreement
Specify:
- No limit on number of One-Day collections to be serviced under this Agreement

Drop-Off Collections

- Maximum number of Drop-Off collections to be serviced under this Agreement
Specify:
- No limit on number of Drop-Off collections to be serviced under this Agreement

Geographic Area Services

- Geographic limitation of service area for either One-Day or Drop-Off collections
Specify:
- No geographic limitations within Connecticut

4. The successful proposer will be required to provide properly trained employees to remove electronics from vehicles and sort, pack and load equipment into containers and trucks. In the spaces below, provide the requested information.

One-Day Collection Events

Indicate the number of staff that would be provided for a collection event:

Describe the labor that would be provided:

5. The successful proposer will be required to provide properly trained employees to remove electronics from vehicles and sort, pack and load equipment into containers and trucks. In the spaces below, provide the requested information.

Drop-Off Collections

Describe the training that would be provided by the proposer to local staff for the safe handling and storage of consumer electronics until removed by Proposer:

Describe the plan for picking up storage containers when full and bringing another container to the transfer station when and if needed:

6. The successful proposer will be 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 that are collected.

7. The successful proposer will be 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.

Empty response box for describing safety materials.

8. The successful proposer will be 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.

[Empty response area for describing the waste handling and removal plan.]

9. The successful proposer will be 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.

10. The successful proposer will be required to provide a Post-Program Report specifying all items collected, with components classified by type and weight, and sites where components were marketed. The Post-Program Report must also include a listing of all hazardous materials and their disposal sites. The Report must be submitted to CRRA thirty (30) days from the completion of the final pick-up of electronics collected under this contract.

Describe in your plan for preparing and submitting the Post-Program Report.

11. List the Receiving Facilities that the proposer intends to use in performing the Services.

--

**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES**

SECTION 7

BACKGROUND AND EXPERIENCE FORM



BACKGROUND AND EXPERIENCE FORM

In the space below, summarize work performed/services provided of a similar nature to that specified in the Contract Documents which has been performed by the bidder/proposer/SOQ submitter and which will enable CRRA to evaluate the experience and professional capabilities of the bidder/proposer/SOQ submitter.

[Attach Additional Pages If Necessary]

[Empty space for submitting work performed/services provided]

**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES**

**SECTION 8
REFERENCES FORM**



REFERENCES FORM

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

REFERENCE 1

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

REFERENCE 2

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

REFERENCE 3

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES**

SECTION 9

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



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

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

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2.</i> <i>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.</i> <i>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.</i> <i>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.</i> <i>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.</i> <i>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.

**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES**

SECTION 10

**CERTIFICATION CONCERNING
NONDISCRIMINATION**



**CERTIFICATION CONCERNING
NONDISCRIMINATION**

This certification must be executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor") 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 Electronics Recycling Collection Services" (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. In carrying out its obligation under the Agreement, Contractor 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 Contractor; and
4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 200 09

Notary Public/Commissioner of the Superior Court

**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES**

SECTION 11

BACKGROUND QUESTIONNAIRE



BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor").

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

	Yes	No
<p>1. Has the Contractor or any of the following ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</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 Contractor or any of the following ever been the subject of a civil investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</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"/>

	Yes	No
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</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 any of the following has an ownership interest of 50% or more in such entity ever been the subject of a civil investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 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; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

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 Contractor herein, that he/she has provided answers to the foregoing questions on the Contractor'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

**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES**

SECTION 12

SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION BAN**

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES**

SECTION 13

NOTICE OF AWARD



NOTICE OF AWARD

TO: [NAME OF SUCCESSFUL PROPOSER'S CONTACT]
[NAME OF SUCCESSFUL PROPOSER]
[ADDRESS OF SUCCESSFUL PROPOSER]

PROJECT: [Dependent on Location of Event]

RFB NO.: 10-OP-003

CONTRACT: Agreement for Electronics Recycling Collection Services

The Connecticut Resources Recovery Authority ("CRRA") has considered the Proposal submitted by you dated [DATE] in response to CRRA's Notice To Contractors – Invitation To Propose for the above-referenced Services, which Services are more particularly described in the "Agreement for Electronics Recycling Collection Services" (the "Services").

You are hereby notified that your firm has been selected to perform the Services. The amount of the award for the Services is as specified in **Exhibit C** of the Agreement.

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

- (a) Execute the two the attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes entering the requested information in the "Organization and Good Standing" Section (Section 3.1.1, Page 7) of the Agreement, in the "Notices" Section (Section 10.10, Page 15) of the Agreement, signing the Agreement (Page 17), printing the signer's name under the signature line (Page 17) and printing the signer's title following the word "Its" (Page 17);
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance [Please be advised that this is the area in which Contractors seem to have the most difficulty. CRRA requires that the certificate submitted show evidence of exactly the insurance requirements specified in the Agreement. For example, if the Agreement specifies automobile insurance for "any" vehicles, the "any" vehicle box on the certificate must be checked];

- (d) Deliver to CRRA the requisite Performance Security;
- (e) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and
- (f) Satisfy all other conditions set forth herein.

As you have agreed, the terms and conditions of the Agreement, as attached, are non-negotiable.

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (e) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Proposal as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

You are required to acknowledge your receipt of this Notice Of Award by signing below and returning the same to CRRA at the following address:

Connecticut Resources Recovery Authority
 100 Constitution Plaza, 6th Floor
 Hartford, CT 06103
 Attention: Ronald Gingerich

Dated this __ day of __, 2009.

Connecticut Resources Recovery Authority

By: _____
 Ronald Gingerich
 Title: Environmental Compliance Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2009.

By:

Signature: _____

Name (print/type): _____

Title:

ATTACHMENT A

To

NOTICE OF AWARD

**CONTRACTORS CERTIFICATION CONCERNING
GIFTS**



**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

ELECTRONICS COLLECTION RECYCLING 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 Electronics Collection Recycling Services (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRRA"), has been selected by CRRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRRA; and
3. No gifts were made between August 15, 2009 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 Agreement
 to
 - (1) Any public official or employee of CRRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRRA 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 CRRRA (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

Thomas Gaffey, Enforcement/Recycling Director
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 Christopher G. Donovan, 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 9

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.

**REQUEST FOR PROPOSALS
FOR
ELECTRONICS RECYCLING COLLECTION SERVICES**

SECTION 14

**AGREEMENT FOR ELECTRONICS RECYCLING
COLLECTION SERVICES**

**AGREEMENT
FOR
ELECTRONICS RECYCLING
COLLECTION SERVICES**

BETWEEN

**CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

AND

[NAME OF CONTRACTOR]

Dated as of January 1, 2010

AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION SERVICES

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This **AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION SERVICES** (“Agreement”) is made and entered into as of this 1st day of January, 2010 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, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (hereinafter “CRRA”) and [NAME OF CONTRACTOR], having its principal offices at [ADDRESS OF CONTRACTOR] (hereinafter “Contractor”).

PRELIMINARY STATEMENT

WHEREAS 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”).

WHEREAS CRRA also obtains permission from Connecticut Municipalities to conduct electronics recycling on certain municipal properties (collectively “Municipal Properties”).

WHEREAS CRRA now desires to enter into this Agreement with Contractor in order to have Contractor render certain independent electronic recycling collection services for CRRA at the Facilities and Municipal Properties in accordance with the Contract Documents (the “Project”).

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

As used in this Agreement and in other Contract Documents (as defined herein) the following terms shall have the meanings as set forth below:

- (a) **“Addenda”** means written or graphic documents issued prior to the proposal due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Act of Bankruptcy”** means that (1) 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, (2) Contractor shall have failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (3) Contractor shall have made a general assignment for the benefit of creditors, (4) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors,

(5) 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, (6) 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, (7) Contractor shall have filed a voluntary petition in bankruptcy, (8) 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 (9) 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.

- (c) **“Affiliate”** means a Person that, directly or indirectly, controls or is controlled by, or is under common control with, Contractor.
- (d) **“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.
- (e) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), Notice To Firms – Request For Proposals, Instructions To Proposers, Addenda, Contractor’s Proposal (including all documentation accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-Proposal documentation submitted prior to the Notice Of Award), Notice Of Award, any written amendments to any of the Contract Documents.
- (f) **“Effective Date”** means the date set forth above in this Agreement.
- (g) **“Notice Of Award”** means written notification from CRRA to the apparent successful SOQ submitter which states that CRRA has accepted such SOQ submitter’s SOQ and sets forth the remaining conditions that must be fulfilled by such SOQ submitter before CRRA executes the Agreement.
- (h) **“State”** means the State of Connecticut.

1.2 Construction And Interpretation

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 that 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 that are generally accepted as of the Effective 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 that 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 of 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.

2. SCOPE OF SERVICES

2.1 Electronics Recycling Collection Services

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

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.

2.3 Performance and Completion of Services

Contractor shall perform and complete all Services hereunder as an independent contractor and in a good workmanlike manner consistent and in accordance with:

- (a) Any and all instructions, guidance and directions provided by CRRA to Contractor;
- (b) The Contract Documents;
- (c) Sound electronics recycling collection practices;
- (d) The highest prevailing industry standards applicable to Contractor and its performance of the Services hereunder; and
- (e) 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.

Items (a) through (e) above are hereinafter collectively referred to as the "Standards."

Contractor shall obtain any locally required building or other permits required for the Services, and Contractor shall also assist and fully cooperate with CRRA in obtaining any other applicable permits necessary to begin and complete the Services.

2.4 Authorized Representative Of CRRA

Contractor will only perform Services upon request from an Authorized Representative of CRRA. For purposes of this Agreement, the terms "Authorized Representative of CRRA" or "Authorized Representative" shall mean CRRA's President (the "President"), CRRA's Director of Operations or any person designated in writing to Contractor by the President or the Director of Operations. Any Services performed at the request of anyone who is not an Authorized Representative shall not be paid for by CRRA. CRRA and Contractor shall from time to time mutually agree on the method and manner of performing such Services.

2.5 Direction of Services

CRRA and/or its Authorized Representative may, where necessary or desired, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Services hereunder. CRRA reserves the right to determine whether Contractor will, upon completion of any phase of the Services, proceed to any or all remaining phases of the Services. If CRRA determines that Contractor shall not proceed with the remaining Services, CRRA shall terminate this Agreement in accordance with Section 4.3 hereof.

2.6 CRRA's Inspection Rights

Contractor's performance of the Services hereunder, as well as Contractor's work products resulting from such performance, are subject to inspection by CRRA. Inspections may be conducted at any time by CRRA, with or without notice to Contractor. In the event of an inspection, Contractor shall provide to CRRA any documents or other materials that may be necessary in order for CRRA to conduct the inspection. If, after any such inspection, CRRA is unsatisfied with Contractor's performance of the Services hereunder or any of the work products resulting therefrom, Contractor shall, at the direction of CRRA, render such performance or work products satisfactory to CRRA at no additional cost or expense to CRRA and without any extension of the Project Schedule for the remaining Services. For purpose of this Section 2.6, CRRA shall mean CRRA and/or its Authorized Representative.

2.7 Change in Scope of Services

In the event that CRRA determines during the term of this Agreement that any revisions, modifications or changes are necessary to the Scope Of Services as set forth in Section 2.1 hereof, then pursuant to CRRA's request, Contractor shall promptly commence and perform the services required for such revisions, modifications or changes, which services shall be performed in accordance with the Standards unless otherwise specifically agreed to in writing by CRRA and Contractor.

2.8 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 or activities being conducted on the Properties, Facilities, Municipal Properties or other real property(ies) by either CRRA or any other person or entity;
- (b) Contractor directly coordinates with CRRA on such access; and
- (c) 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 any of the foregoing conditions of access.

2.9 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. (Contractor was required to identify the Receiving Facilities it intended to use in its Proposal (see Question 11 of the Issues And Questions To Be Addressed Form)).

2.10 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.

2.11 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.

2.12 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 (other than CRRA) without the prior written consent of CRRA. Any report or other work product prepared by Contractor in connection with the performance of the 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. Any material designated by CRRA in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of CRRA. However, Contractor acknowledges that CRRA is subject to the Connecticut Freedom of Information Act and CRRA must disclose certain documents in accordance with said statutes. Contractor retains all of its rights in its inventions, expressions, know how, techniques, skills, knowledge and experience and materials used by it generally or provided by it generally to clients, and Contractor shall not be restricted in any way with respect thereto. The restrictions and agreements set forth in this Section 2.10 shall not apply to any information:

- (a) Which at the time disclosed to or obtained by Contractor is in the public domain;
- (b) Which becomes part of the public domain through no act, omission or fault of Contractor;

- (c) Which Contractor's records demonstrate was developed independently by Contractor or was received by Contractor from a third party which Contractor had no reason to believe had any confidentiality or fiduciary obligation to CRRA with respect to such information;
- (d) Which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, Contractor shall give prior timely notice of such disclosure to CRRA to permit CRRA to seek a protective order, and, absent the entry of such protective order, Contractor shall disclose only such Confidential Information that Contractor is advised by its counsel must be disclosed by law; or
- (e) Following the lapse of five years after disclosure of such information to Contractor.

2.13 Books and Records

Contractor shall maintain proper books and records containing complete and correct information on all Services performed by Contractor pursuant to this Agreement in accordance with generally accepted accounting principles and practices. CRRA has the right to inspect and review all such books and records during Contractor's business hours.

2.14 Progress Reports

If requested by CRRA, Contractor agrees to provide a progress report to CRRA by the 10th day of each calendar month for the Services which Contractor is performing. The report is to contain the following information in the format given:

- (a) Title of task;
- (b) Description of task;
- (c) Original schedule;
- (d) Original estimated budget by month in dollars and hours;
- (e) Progress in preceding month;
- (f) Estimated dollars and hours spent in preceding month;
- (g) Dollars and hours spent monthly, to date;
- (h) Problem areas; and
- (i) Description of activities for the coming month and estimated hours and dollars for such activities.

2.15 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, an employer-employee relationship or any other relationship between CRRA and Contractor other than that of an owner and an independent contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of CRRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever.

2.16 Subcontractors

Contractor shall consult with CRRA before hiring any subcontractors to perform any Services hereunder. Contractor shall require all of its subcontractors 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 thereunder or 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 claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

2.17 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.

2.18 Restriction On Other Agreements

This Agreement shall not be construed to restrict either CRRA or Contractor from entering into other consulting agreements similar to this one with other parties provided however the employees of Contractor providing services hereunder shall not render services to another which would either be in conflict with the interests of CRRA or prevent Contractor from performing hereunder.

3. COMPENSATION AND PAYMENT

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 B** (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.

3.2 Payment Schedule

Contractor shall render a bill to CRRA, in the form attached hereto as Exhibit C, 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.

3.3 Accounting Obligations

Contractor shall maintain books and accounts of the costs incurred by Contractor in performing the Services pursuant to this Agreement by contract number and in accordance with generally accepted accounting principles and practices. CRRA, during 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.

3.4 Audit

CRRA reserves the right to review the reasonableness of all bills and expenses 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 time and expense records.

For an audit, Contractor must provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries;

- (b) Each worker's original bills and time slips for the services. Contractor must retain bills and time slips for each file;
- (c) A list of hourly rates for each individual providing Services.
- (d) A detailed explanation of Contractor's billing methods.

CRRA reserves the right to seek reimbursement of inappropriately billed time or expenses.

3.5 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, or any of Contractor's employees or subcontractors. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.6 and Contractor hereby agrees to indemnify CRRA and hold CRRA harmless against any and all such taxes, insurance or payments, or similar costs 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.

3.6 State of Connecticut Taxes

Pursuant to Section 22a-270 of the *Connecticut General Statutes* (as the same may be amended or superceded from time to time), CRRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the fees, and Contractor shall not charge or pass through any Connecticut Taxes to CRRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

CRRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Work contemplated by this Agreement.

Contractor should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services ("DRS") and any other applicable tax authority, with regard to such tax authorities' policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Work contemplated by this Agreement, and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without

limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Work contemplated by this Agreement.

Contractor and CRRA agree that Contractor is and shall act as an independent contractor. Notwithstanding Contractor's status as an independent contractor, but without limiting Contractor's obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Work, for the sole purpose of allowing CRRA to benefit from the aforesaid exemption, CRRA shall designate, and Contractor has agreed to act, as CRRA's agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Services hereunder for the account of CRRA, and with funds provided as reimbursement therefore by CRRA.

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence on the Commencement Date and shall terminate on December 31, 2010.

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, 2011, through December 31, 2011 ("Option Term").

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 of the Services hereunder. Accordingly, upon Contractor's receipt and acceptance of a Request, Contractor shall immediately commence performance of the Services requested and continue to perform the same during the term of this Agreement in order to complete all of the Services requested by the completion date set forth in such Request, if any.

4.3 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 Services or tasks (other than Services and tasks which are continuous) have been completed to the satisfaction of CRRA.

Upon receipt of such written notice from CRRA, Contractor shall immediately cease work on any and all CRRA matters, unless otherwise directed in writing by the Authorized Representative.

Upon termination of this Agreement pursuant to this Section 4.3,

- (a) CRRA shall pay Contractor for all Services performed by Contractor prior to the termination date, provided:
 - (1) CRRA has determined that such Services have been performed by Contractor in conformance with the Standards;
 - (2) Payment for such Services has not been previously made or is not disputed by CRRA;
 - (3) Contractor is not in default hereunder; and,
 - (4) Contractor has performed all its obligations under this Section 4.3 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 any and all material prepared, developed or obtained under this Agreement which constitutes deliverables or work in process in Contractor's possession within thirty (30) days of receipt of the written notice of termination unless otherwise directed by the Authorized Representative.

In the event of termination, Contractor will assist CRRA in arranging a smooth transition process. However, Contractor's obligation and the obligation of its affiliates to provide services to CRRA will cease upon the effective date of termination, unless otherwise agreed in writing, except for the obligation to deliver to CRRA insurance policies and marketing data relating to coverage placed by Contractor prior to termination.

4.4 Records And Documents

Contractor shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by CRRA and shall make them available for inspection and audit by CRRA. Contractor's obligations under this Section 4.4 shall survive the termination or expiration of this Agreement.

5. INDEMNIFICATION

5.1 Contractor's Indemnity

Contractor shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, liability, workers' compensation payments and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents, employees or other contractors, or (b) Contractor or any of its

directors, officers, agents, employees, 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, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 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 Dollars (\$5,000,000) per occurrence and aggregate 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 (including owned, hired, and non-owned autos), with a limit of not less than Five Million Dollars (\$5,000,000) 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 Dollars (\$500,000) each accident for bodily injury by accident or not less than Five Hundred Thousand Dollars (\$500,000) for each employee for bodily injury by disease.
- (d) Contractor's Pollution Liability ("CPL") insurance with a limit of not less than One Million Dollars (\$1,000,000.00), such CPL coverage to include endorsement for transportation coverage. In the event Contractor delivers electronics to a facility not owned by Contractor, endorsement for non-owned disposal site ("NODS") must also be provided.

6.2 Certificates

Within ten (10) days after CRRA issues the Notice Of Award, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 6.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 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 6.1 above, a certificate or certificates containing the information required by Section 6.3 below and certifying that such insurance has been renewed and remains in full force and effect.

6.3 Specific Requirements

All policies for each insurance required hereunder shall:

- (a) Name CRRA as an additional insured for its vicarious liability arising from Contractor's provision of services hereunder (this requirement shall not apply to workers' compensation insurance or employers' liability insurance);
- (b) Include a standard severability of interest clause;
- (c) 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;
- (d) Contain a waiver of subrogation holding CRRA free and harmless from all subrogation rights of the insurer; and
- (e) 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, but only for claims arising directly from Contractor's provision of services hereunder.

6.4 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 otherwise deemed acceptable by CRRA in its sole discretion.

6.5 Umbrella Liability Insurance

Contractor may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability insurance, business automobile liability insurance and employers' liability insurance.

6.6 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.

6.7 No Limitation on Liability

No provision of this Article 6 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.

6.8 Other Conditions

CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for:

- (a) The existence, non-existence, form or legal sufficiency of the insurance described on such certificate,
- (b) The solvency of any insurer, or
- (c) The payment of losses.

7. SECURITY FOR FAITHFUL PERFORMANCE

7.1 Required Security

Contractor shall procure and maintain in full force and effect, at its own cost and expense, throughout the term of this Agreement and any extension thereof, Performance Security consisting of a performance bond (the "Performance Bond") in the amount of Fifty Thousand Dollars (\$50,000.00) and such Performance Bond shall be in and drawn on the form set forth in Exhibit D attached hereto and made a part hereof.

7.2 Submission Of Security

Within ten (10) days after CRRA issues the Notice of Award, Contractor shall furnish CRRA with the Performance Bond.

7.3 Specific Requirements

If the surety on the Performance 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 Performance Bond due to no fault of Contractor, Contractor shall immediately substitute another bond and surety, subject to the requirements set forth in this Article 7.

7.4 Failure To Maintain The Security

Failure to maintain or renew the Performance Bond under the aforesaid terms shall constitute a default by Contractor of this Agreement.

7.5 Exercise Of Rights And Remedies

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 Performance Bond.

7.6 Issuing Companies

The Performance Bond shall be issued and executed by a surety company or companies acceptable to CRRA.

8. MISCELLANEOUS

8.1 Non-Discrimination

Contractor agrees to the following:

- (a) 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, mental disability 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; and the 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved;
- (b) 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");
- (c) 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;

- (d) 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
- (e) 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*.
- (f) 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.

8.2 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

8.3 Governing Law

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

8.4 Assignment

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void.

8.5 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. No waiver of any provision of this Agreement shall affect the right of CRRA or Contractor thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any

other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

8.6 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.

8.7 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
Attention: Enforcement/Recycling Director

With a copy to:

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

(b) If to Contractor:

Attention: _____

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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 G [SEEC Form 11].

8.13 Certification Concerning Nondiscrimination

At the time the Contractor submitted its proposal to CRRA, it simultaneously executed a document entitled Certification Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as Exhibit H.

8.14 Contractor's Certification Concerning Gifts

At the time of Contractor's execution of this Agreement, Contractor simultaneously executed a document entitled Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit I.

8.15 President's Certification Concerning Gifts

At the time of the President of CRRA's execution of this Agreement, the President of CRRA simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit J**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

[CONTRACTOR]

By: _____
_____ [Print/Type Name]
Its _____ [Title]
Duly Authorized

EXHIBIT A

To

**AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION
SERVICES**

SCOPE OF SERVICES

EXHIBIT A: SCOPE OF SERVICES

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 Agreement, 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 and other entities in the CRRA System. The foregoing CRRA System serves approximately eighty-nine (89) towns. 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 Agreement, thus giving the Contractor the potential to capture electronics from a sizeable portion of the state. Collections could be special one-day collection events held at regional transfer stations or other authorized locations, or a series of drop-off collections (i.e., "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 Contractor is required to work with CRRA to assist in obtaining all regulatory permits or authorizations required to conduct the electronics recycling programs. The Contractor is required to register under the General Permit being developed by

DEP for one-day collection events for household hazardous waste and electronics. The registration fee (as yet undetermined, but expected to be between \$750 and \$1,000) will be the responsibility of the Contractor. [DEP EXPECTS TO HAVE THE GENERAL PERMIT IN PLACE BY SEPTEMBER 30, 2009. IF IT DOES SO, CRRA WILL ISSUE AN ADDENDUM UPDATE THIS PARAGRAPH TO REFLECT THE PROVISIONS OF THE GENERAL PERMIT.]

Under this Agreement, 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 Contractor 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 E** 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: covering two (2) divisible fifteen (15) week periods in the spring of 2010, and in the fall of 2010.

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:

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

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

- (a) CRRA.
- (b) Non-member towns that participate in CRRA-sponsored collection programs through arrangements made with CRRA.

- (c) 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 Contractor.

2. CONTRACTOR RESPONSIBILITIES

2.1 Description of Services

The Contractor must provide a variety of electronics collection programs, including but not limited to, one-day collection events 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 collection events and drop-off sites to be collected during the collection periods.

The locations of the one-day collection events change from year to year. The 15-week program of one-day collection events will vary from year to year, but CRRA anticipates similar participation and scheduling in 2010 as occurred in 2009 (See **Exhibit F**). In the event additional one-day collection events are added, CRRA will provide the Contractor at least 30 days notice of such addition. The one-day collection events for 2010 will be scheduled no later than March 1, 2010. The events generally start in April.

Drop-off collections or "milk runs" are scheduled on an on-call, as needed basis. CRRA will notify the Contractor at least ten (10) business days in advance of a drop-off collection. At the time of the advance notification of a drop-off collection, the Contractor will be informed of the type of vehicle that can be used for the particular site(s) from which collections will be made.

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 Agreement 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 Contractor to segregate certain electronics. Most of the one-

day collection events are within reasonable proximity to a CRRA scale. All others will have to be weighed at a State-certified scale.

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 Contractor.

It is the sole responsibility of the Contractor to provide an adequate number of laborers to conduct the off-loading of electronic equipment in a safe and expeditious manner. CRRA personnel will be on-site solely for safety and supervision. Failure to provide adequate labor for these tasks shall result in additional fees, to be determined in CRRA's sole discretion. Such fees shall be paid by the Contractor as an off-set to the Contractor's invoice.

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 described herein.

2.2 Term of Service

The Contractor shall provide Services under the Agreement during the following term: covering two (2) divisible fifteen (15) week periods in the spring of 2010, and the fall of 2010.

2.3 Receiving Facilities

The Contractor 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 the 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. 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.

Contractor was required as part of its proposal (See Question 11 of the Issues And Questions To Be Addressed Form) to identify the Receiving Facilities that Contractor intended to use in performing the Services.

2.4 Handling/Storage Plan

The Contractor is responsible for devising the plan for 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 E** of the Agreement – *DEP Best Management Practices*).

2.5 Safety Precautions

The Contractor 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 E** of the Agreement – *DEP Best Management Practices*).

2.6 Marketing Plan

The Contractor is responsible for recycling, refurbishing, resale or disposal of electronics collected.

2.7 Summary Report

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

The Post-Program Report must be submitted to CRRA within thirty (30) days after the completion of the final pick-up of electronics collected under this contract.

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 or tickets from another State-certified scale, if any, received by Contractor.

Exhibit C 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.

3.3 Program Coordination

CRRA will coordinate all collection programs set up under its auspices as a result of this Agreement and serve as liaison with the Contractor for purposes of this collection program. 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. CRRA will pay for the advertising of the one-day collection events. The Contractor is not expected to contribute to the cost of advertising.

EXHIBIT B

To

**AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION
SERVICES**

PRICING SCHEDULE

PRICING SCHEDULE

[The Pricing Schedule will be added by CRRA based on the successful Proposer's Pricing Form, as such Form may be modified as a result of negotiations between CRRA and the successful Proposer.]

EXHIBIT C

To

**AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION
SERVICES**

BILLING FORMAT

MONTHLY BILL FORMAT

Name of Contractor:	
Contract Number:	
Billing Period (Month of):	
Date of Submission:	
Project Name:	Electronics Recycling Collection Services
Purchase Order Number:	

Date(s)/Description of Service

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

Cost This Invoice ("Pricing Schedule," Exhibit B)



AIA[®] Document A312[™] – 1984

Performance Bond

CONTRACTOR (Name, Legal Status and Address):

SURETY (Name, Legal Status and Principal Place of Business):

OWNER (Name, Legal Status and Address):

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

Electronics Recycling Collection Services
various locations in Connecticut

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$ 50,000.00

Modifications to this Bond: None See Section 13

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and
Title:

Signature: _____
Name and
Title:

(Any additional signatures appear on the last page)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE
(Architect, Engineer or other party):

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

§ 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 Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, 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 Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract 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 Construction Contract, 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 performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; 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:

- .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
- .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 Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Section 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 Construction Contract, and if the Surety elects to act under Section 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 Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, 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 Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract 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 years after Contractor Default or within two years after the Contractor ceased working or within two 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.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming 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 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Additions and Deletions Report for AIA[®] Document A312[™] – 1984

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:44:45 on 08/24/2009.

PAGE 1

Electronics Recycling Collection Services
various locations in Connecticut

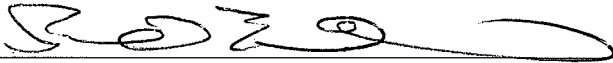
...

Amount: \$ 50,000.00

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ronald E. Gingerich, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:44:45 on 08/24/2009 under Order No. 2753486866_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 1984 - Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ENVIRONMENTAL COMPLIANCE MANAGER

(Title)

9/10/09

(Dated)

EXHIBIT D

To

**AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION
SERVICES**

PERFORMANCE SECURITY

EXHIBIT E

To

**AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION
SERVICES**

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. CRRRA 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. CRRRA 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 F

To

**AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION
SERVICES**

CRRA FY 2009 DATA

FY 2009 (July 1, 2008 through June 30, 2009)

One-Day Collections

Date	Location	Cars	Pounds	Tons
08/09/08	Essex Transfer Station	313	39,092	19.55
09/13/08	Norwalk Public Works - 15 South Smith Street	204	21,709	10.85
09/20/08	Glastonbury Highway Dept.	416	45,203	22.60
09/27/08	Southbury Fire Department	544	59,019	29.51
10/11/08	Trumbull –Commuter Lot	196	24,616	12.31
10/18/08	Torrington Water Pollution Control Plant	317	36,064	18.03
10/25/08	Meriden Lincoln Middle School	1,002	104,879	52.44
11/01/08	West Hartford Town Yard	535	62,660	31.33
11/08/08	Essex Transfer Station	514	71,824	35.91
11/15/08	Mid-CT Regional Recycling Center	358	40,286	20.14
04/04/09	Mid-CT Regional Recycling Center	468	49,955	24.97
04/18/09	Essex Transfer Station	370	36,955	18.47
05/02/09	Stanley Jablonski Public Works Complex	308	33,229	16.61
05/02/09	West Hartford, Town Yard	542	54,668	27.33
05/09/09	Fairfield Warde High School	347	35,260	17.63
05/16/09	North Haven Middle School	835	83,807	41.90
06/06/09	Manchester -Pub. Works	492	54,584	25.79
06/13/09	Essex Transfer Station	349	36,655	18.32
06/20/09	Torrington Water Pollution Control Plant	331	40,879	20.43
06/27/09	John Trumbull Primary School	567	70,462	35.23
Total One-Day Collections		9,008	1,001,806	499.36

Municipal Pick-ups

Date	Location	Pounds	Tons
07/02/08	Greenwich, CT	6,618	3.30
07/10/08	Cheshire, CT	14,140	7.07
07/15/08	East Hartford	22,506	11.25
07/16/08	Naugatuck, CT	4,599	2.29
07/16/08	Shelton, CT	9,871	4.93
08/05/08	Shelton, CT	8,851	4.42
08/06/08	Greenwich, CT	6,966	3.48
08/14/08	North Haven, CT	17,418	8.70
08/19/08	Shelton, CT	7,560	3.78
09/03/08	Greenwich, CT	6,675	3.33
09/03/08	Shelton, CT	9,719	4.85
09/17/08	West Hartford, CT	9,900	4.95
09/30/08	Shelton, CT	11,287	5.64
10/09/08	Greenwich, CT	5,824	2.91
10/14/08	Shelton, CT	10,907	5.45
10/15/08	Orange	3,836	1.91
10/21/08	Naugatuck	3,394	1.69
11/05/08	Greenwich, CT	7,086	3.54
11/18/08	Shelton	13,312	6.65
12/04/08	Greenwich	7,324	3.66
12/05/08	North Haven	3,942	1.97
12/10/08	Shelton	11,215	5.60
12/11/08	Shelton	10,739	5.36
12/16/08	Meriden	15,884	7.94
12/18/08	Hamden	1,651	0.82
12/18/08	Meriden	3,849	1.92
03/06/09	Shelton	12,055	6.02
03/24/09	Hamden	4,935	2.46
04/06/09	East Granby	4,413	2.20
04/07/09	Shelton	14,226	7.11
04/08/09	Shelton	13,603	6.80
04/09/09	Shelton	12,744	6.37
04/14/09	Cheshire	14,240	7.12
05/12/09	Shelton	11,430	5.71
05/13/09	Naugatuck	4,327	2.16
06/10/09	Shelton	17,592	8.79
Total Municipal Pick-Ups		344,638	172.15

EXHIBIT G

To

**AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION
SERVICES**

**SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION BAN**

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words* are defined on the following page):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT H

To

**AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION
SERVICES**

**CERTIFICATION CONCERNING
NONDISCRIMINATION**

CERTIFICATION CONCERNING NONDISCRIMINATION

[The successful proposer's Certification Concerning Nondiscrimination that was submitted with the successful proposer's proposal will be added by CRRA.]

EXHIBIT I

To

**AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION
SERVICES**

**CONTRACTOR'S CERTIFICATION CONCERNING
GIFTS**

CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

[The successful proposer's Contractor's Certification Concerning Gifts that was submitted with the successful proposer's Notice Of Award will be added by CRRA.]

EXHIBIT J

To

**AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION
SERVICES**

**CRRA PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**ELECTRONICS RECYCLING COLLECTION SERVICES
Awarded To**

[NAME OF CONTRACTOR/CONSULTANT]

(This CERTIFICATION is to be signed by the President of CRRRA
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Agreement for Electronics Recycling Collection Services" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Connecticut Resources Recovery Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this _____ day of _____ 200 9

Notary Public/Commissioner of the Superior Court