

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

FOR

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

**BID DUE DATE
January 28, 2008**

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

DATED: January 11, 2008

RFP ATTACHMENTS

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- PROPOSAL FORM 4 – HANDLING/SAFETY PRECAUTIONS
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- PROPOSAL FORM 6 – BACKGROUND QUESTIONNAIRE
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STATE CONTRACTORS AND PROSPECTIVE STATE
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SOLICITATION BAN

ATTACHMENT A

PROPOSAL SUMMARY

PROPOSAL SUMMARY

REQUEST FOR PROPOSALS CONNECTICUT RESOURCES RECOVERY AUTHORITY ELECTRONICS RECYCLING COLLECTION PROGRAM

SERVICE REQUIREMENTS

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

TERM

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

PROPOSAL REQUIREMENTS

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

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

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

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

Section 1 GENERAL PROJECT DESCRIPTION

1.1 Connecticut Resources Recovery Authority

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

1.2 General Service Requirements

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

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

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

1.3 Program Schedule

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

1.4 Program Details

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

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

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

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

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

SECTION 2- CONTRACTOR RESPONSIBILITIES

2.1 Description of Services

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

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

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

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

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

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

2.2 Term of Service

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

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

2.3 Contract Requirements

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

2.4 Performance Security

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

2.5 Receiving Facilities

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

SECTION 3 - CRRA RESPONSIBILITIES

3.1 Access to Facilities

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

3.2 Payment

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

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

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

3.3 Program Coordination

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

3.4 Promotional Support

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

SECTION 4 - PROPOSAL INSTRUCTIONS

4.1. General Information and Requirements for Proposal Submission

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

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

4.1.1 Pre-submission Proposal Inquiries

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

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

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

4.1.2 Proposal Submission Deadline and Requirements

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

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

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

4.1.3 Number of Proposal Copies

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

4.1.4 Acceptance of Proposals

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

4.1.5 Disclosure of Information

Proposers are hereby advised that any information contained in or submitted with or in connection with their respective proposals is subject to disclosure if required by law or otherwise. By submitting a proposal, each Proposer expressly waives any claim(s) that such Proposer or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

4.1.6 Evaluation Criteria

CRRA will evaluate the proposals on cost, acceptability of proposed business terms and conditions, the proven ability of each Proposer to perform the requested service and any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of such proposals. The award of the contract for the service will be made, if at all, to the Proposer whose evaluation by CRRA results in CRRA determining that such award to such Proposer is in the best of interests of CRRA. However, the selection of a Proposer and the execution of a service agreement, while anticipated, are not guaranteed. CRRA reserves the right to

reject any or all of the proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the bidding process for this RFP, if such rejection or waiver is deemed in the best interests of CRRA. Neither CRRA nor any of its officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this RFP.

4.1.7 Additional Rights of CRRA

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

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

4.1.8 Proposer's Representations

Each Proposer submitting a proposal represents that:

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

4.1.9 Signing of Agreement

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

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

4.1.10 State of Connecticut Taxes

Proposer agrees that, pursuant to Conn. Gen. Stat § 22a-270 (as the same may be amended or superceded from time to time) CRRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Proposer also agrees that, pursuant to Conn. Gen. Stat § 12-412(92) (as the same may be amended or superceded from time to time), "[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [CRRA] . . . whether such purchases are made directly by [CRRA] or are reimbursed by [CRRA] to the lessee or operator of such project" is not subject to Connecticut Sales and Use Taxes. Accordingly, Proposer shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Proposer's performance of the Agreement, nor shall Proposer include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Proposer contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Proposer of any State of Connecticut taxes or assessments in connection with its performance of the Agreement. Proposer represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any RFQ, RFP or other submittal or proposal to CRRA in connection with the Agreement or this Proposal.

4.2 Proposal Format and Content

Proposals shall be organized and contain the following items:

Part 1 - Letter of Transmittal

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

Part 2- Bid Form

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

Part 3 - Pricing Form

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

Part 4 - Components of Service

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

Part 5 - Handling/Safety Precautions

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

Part 6 - Marketing Plan/Summary Report

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

Part 7 – Background Questionnaire

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

Part 8 - Security Commitment

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

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

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

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

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

Part 11 - Certificate Concerning Nondiscrimination

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

Part 12 – Affidavit of Third Party Fees

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

Part 13 – Company Background

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

PROPOSAL FORM 1

BID FORM



BID FORM

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

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

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

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

3. BIDDER'S OBLIGATIONS

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

- (a) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the Bid Price and within the Contract Time set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) At the request of CRRA and if the successful Bidder qualifies, to apply with the State of Connecticut Department Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

4. BIDDER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT

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

5. BIDDER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Bid, Bidder represents that:

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

Addendum Number	Date Issued

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

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

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

6. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Bid, Bidder acknowledges and agrees that:

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

7. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

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

8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

9. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Bid, Bidder:

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

10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this Bid, the Bidder, together with any affiliates or related persons, the guarantor and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, to the best of its knowledge and belief:

- (a) The prices in the Bid have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;

- (b) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to "opening" to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- (d) Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the Work over any other bidder for the Work or over CRRA.

11. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS

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

12. BIDDER'S WAIVER OF DAMAGES

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

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all bids by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Work (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Work (or any part thereof) pursuant to the Contract Documents.

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

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

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

14. ATTACHMENTS

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

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

15. NOTICES

Communications concerning this Bid should be addressed to Bidder at the address set forth below.

Bidder Name:	
Bidder Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

16. ADDITIONAL REPRESENTATION

Bidder hereby represents that the undersigned is duly authorized to submit this Bid on behalf of Bidder.

AGREED TO AND SUBMITTED ON _____, 200__

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

PROPOSAL FORM 2

PRICING FORM

**Electronics Recycling
Request for Proposals**

PRICING FORM

Name of Proposer: _____

I. Base Term:

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

Price Per Pound (1)

(Words & Numbers): _____

Pricing Cap

(Words & Numbers):

Place check where applicable

Pricing Cap Offered, As Follows:

No Pricing Cap Offered

Revenue Sharing

(Words & Numbers):

Place check where applicable

Revenue Sharing Offered, As Follows:

No Revenue Sharing Offered

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

PRICING (cont.)

II. Option Term

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

Price Per Pound (1)

(Words & Numbers): _____

Pricing Cap

(Words & Numbers):

Place check where applicable

Pricing Cap Offered, As Follows:

No Pricing Cap Offered

Revenue Sharing

(Words & Numbers):

Place check where applicable

Revenue Sharing Offered, As Follows:

No Revenue Sharing Offered

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

Signature of Authorized Official: _____

Typed Name: _____

Title: _____

Date: _____

PROPOSAL FORM 3

COMPONENTS OF SERVICES

COMPONENTS OF SERVICE

A. EQUIPMENT

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

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

Other Equipment:

B. SERVICE RANGE

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

No limit on number of One-Day collections

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

No limit on number of Drop-Off collections

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

No geographic limitations within Connecticut

COMPONENTS OF SERVICE (cont.)

C. LABOR PROVIDED

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

D. ACCEPTABLE ELECTRONICS

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

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

Other Equipment:

PROPOSAL FORM 4

HANDLING/SAFETY PRECAUTIONS

HANDLING/SAFETY PRECAUTIONS

A. HANDLING/STORAGE PLAN

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

B. SAFETY PRECAUTIONS

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

C. WASTE HANDLING/DISPOSAL

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

PROPOSAL FORM 5

MARKETING PLAN/SUMMARY REPORT

MARKETING PLAN/SUMMARY REPORT

A. MARKETING PLAN

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

B. SUMMARY REPORT

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

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

PROPOSAL FORM 6

BACKGROUND QUESTIONNAIRE



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

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

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

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

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 200__

 Notary Public/Commissioner of the Superior Court

PROPOSAL FORM 7

SEEC, FORM 11



**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

Electronics Recycling Collection Services

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

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

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

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

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

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

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

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

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

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 200__

Notary Public/Commissioner of the Superior Court

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

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

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

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

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

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

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

PROPOSAL FORM 8

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



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

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

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

LIST OF ACRONYMS

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

FOOTNOTE

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

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

PROPOSAL FORM 9

CERTIFICATE CONCERNING NONDISCRIMINATION



**CERTIFICATION CONCERNING
NONDISCRIMINATION**

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this certificate this

_____ day of _____ 200 _____

By (Signature): _____

Name (Print): _____

Title: _____

PROPOSAL FORM 10

AFFIDAVIT OF THIRD PARTY FEES



AFFIDAVIT OF THIRD PARTY FEES (Form A2)

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. Bidder/Proposer seeks to enter into the Agreement For Electronic Recycling Services (the "Agreement") with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

Name Of Payee	Dollar Amount Paid Or Value Of Non-Cash Compensation <u>AND</u> Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee ¹

(Attach additional copies of this page as necessary.)

NOTE: For each third party fee arrangement described above (if any), complete the attached Form A2a.

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 200 _____

Notary Public/Commissioner of the Superior Court

¹ Please attach documents evidencing the terms of the fee arrangement and services.



**ADDENDUM TO
AFFIDAVIT OF THIRD PARTY FEES
(Form A2a)**

For each third party fee arrangement disclosed in the attached Affidavit, please explain whether and how each such payment falls within one or more of the following categories of compensation:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
- (5) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

Attach additional pages as necessary.

PROPOSAL FORM 11

COMPANY BACKGROUND

COMPANY BACKGROUND

A. PROPOSER'S BUSINESS STRUCTURE

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

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

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

B. PROGRAM EXPERIENCE

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

C. PERMITS

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

ATTACHMENT B

AGREEMENT FOR ELECTRONICS RECYCLING COLLECTION
SERVICES