

ELECTRONIC WASTE RECYCLING AGREEMENT

This Electronic Waste Recycling Agreement (the "Agreement") is entered into the 2nd day of July 2015 ("Effective Date") by and between the Town of Canton, a political subdivision of the State of Connecticut (the "Town") and Take 2 Inc., a Company located at 567 South Leonard Street, Building 1, Waterbury, CT 06708 (the "Contractor").

WHEREAS, the Town has a need to transport and appropriately dispose of electronic waste from the Town of Canton Transfer Station (the "Work") located on Ramp Road in Canton, Connecticut (the "Premises"); and

WHEREAS, the Town has issued a Request for Proposals dated May 12, 2015 to provide certain ewaste recycling services, (hereinafter referred to as the "RFP"), a copy of which is attached hereto and is incorporated by reference as if fully set forth herein;

WHEREAS, the Contractor submitted to the Town a proposal dated June 8, 2015 in response to the RFP (hereinafter referred to as "Proposal"), a copy of which is attached hereto and is incorporated by reference as if fully set forth herein;

WHEREAS, the Town has selected the Contractor to perform all the services specified in the RFP and further specified in the Proposal; and

WHEREAS, the Town and the Contractor desire to enter into a formal contract for the performance of these services;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. **General.** The Contractor agrees to perform the Work in accordance with the Town's RFP, The Contractor's Proposal and this Agreement, ("collectively referred to as Contract Documents"). The Contract Documents represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, whether written or oral. All documents are attached hereto and incorporated as part of this agreement.
2. **Duties.** Contractor shall perform the Work described in the Contract Documents. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Scope of Services.
3. **Compliance with Laws.** Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly included as part of this agreement.
4. **Term.** The term of this Agreement shall be July 1, 2015 through June 30, 2018. Upon mutual agreement of the Town and the contractor, this contract may be extended for additional one year periods, not to exceed three additional years.

5. **Payment.** Payment to the Town for items picked up by the Contractor will be pursuant to the terms and conditions as specified in the attached Schedule A.
6. **Insurance.** The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in the Invitation by a company or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance specifying such coverage and naming the Town of Canton as additional insured prior to the start of the work.
7. **Liability.** The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortuous actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify the Town against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.
8. **Hold Harmless.** The Contractor agrees to indemnify and save harmless the Town of Canton, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the work by the Contractor by reason or liability imposed upon the Town of Canton, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of the Contract, the Contractor, its agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.
9. **Contract Documents.** The Contract Documents include, without limitation, the following:
- (i) The Agreement;
 - (ii) RFP
 - (iii) Contractor's Bid in Response to the Town's Invitation to Bid
10. **No Assignment.** The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town.
11. **Termination.** If the Contractor fails to perform this Agreement in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.

12. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Contractor agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Town harmless against any claims brought against the Contractor or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.


13. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Services shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

14. Connecticut Law and Courts. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

15. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE TOWN OF CANTON



Robert Skinner
It's Chief Administrative Officer

Take 2 Inc.



Name: Michael Chiarella
Title Project Manager

Schedule A

**Schedule of Services and Rebates for
the Town of Canton**

Services	Rebate:	Units
Covered Electronic Devices (CEDs)		
Televisions	\$ 0.03	Per Pound
Monitors	\$ 0.03	Per Pound
Computers (desktop & Laptop)	\$ 0.03	Per Pound
Printers	\$ 0.03	Per Pound
Non-Covered Devices (Non-CEDs)		
All other residential electronic devices including but not limited to: phones, peripherals, stereo equipment, video game machines, DVD players and other electronic devices	\$ 0.00	Per Pound
Freon Containing Devices		
Dehumidifiers, Water Coolers Refrigerators, Air Conditioners	\$ 0.00	Per Pound
Other Optional Value Added Services Available Upon Request		
Household Universal Waste Lamps	No Charge	
Household Universal Waste Batteries	No Charge	
One-Day Recycling Events	No Charge –all packaging, labor, and logistics provided by Take 2	
Signs for Container Listing Accepted & Unaccepted Materials	FREE	
Transportation		
Pick up at Collection Site	\$0.00	Per Pick Up
Containers		
20' & 40' Ground Level Trailers	\$0.00	Each
POD Storage Container	\$0.00	Each
Packing Materials		
Gaylord Boxes for Storage of E-Waste	\$0.00	Each
Pallets for Storage of E-Waste	\$0.00	Each
4 & 8 ft Fiber Drums	\$0.00	Each
Fiber Cubes	\$0.00	Each
5 and 30 gallon drums	\$0.00	Each
Sorting Palletizing, Stretch wrapping, and loading are done by our personnel at no additional charge. All packing materials are changed out and replenished at each pick up and container is left in broom clean condition at no additional charge.		
Training to T.S. Staff as required by CT Law		
Universal Waste & E-Waste Management Training	\$0.00	1 per year

Schedule A

**Schedule of Services and Rebates -
State of Connecticut Government Agencies
(Effective 06-01-15)**

Services	Rebate:		Units
Sorted Computers and Laptops	Rebate		
Computers (Core 2 or above, functioning and intact)	\$ 5.00		Each
Laptops (Core 2 or above, functioning, intact with AC adapter)	\$ 8.00		Each
All other Computers and Laptops	\$ 0.05		Per Pound
Sorted Monitors	Rebate		
Flat Screen Monitors 17 Inch or larger Functioning and Intact	\$ 3.00		Each
All other Monitors and Televisions	No Rebate		Each
Other Devices	Rebate		
Networking (Servers, Hubs, Routers Switches) & Telecom Devices	\$ 0.05		Per Pound
Cell Phones/Smart Phones	\$ 1.00		Each
UPS	No Rebate		Per Pound
Printers	No Rebate		Each
Miscellaneous (other electronics)	No Rebate		Per Pound
Optional Data Destruction Services	FEE	FEE	Units
	< 500	≥ 500	
*Hard Drive Destruction (at Take 2)	\$ 5.00	\$ 3.50	Each
Removable Media Destruction - CD ROM, DVD, Thumb Drives etc. (at Take 2)	\$ 3.00	\$ 2.50	Each
Removable Media Destruction - CD ROM, DVD, Thumb Drives etc. (at Client Location)	\$ 4.50	\$ 3.50	Per Pound
On-Site Shredding of Hard Drives (at Client Location)	\$ 10.00	\$ 8.00	Each
Minimum number of hard drives for on-site shredding is 100. Hard Drive destruction prices include a detailed report with the quantity and type of devices destroyed and serial numbers for serialized devices.			
*Hard Drive Destruction at Take 2 without itemized report is offered at no charge (\$0.00) per device. Take 2 provides a blanket Certificate of Destruction for free. Fee applies when serialized report is required with destruction. Digital Overwrite Software is used to perform an over write of all sectors of the drive, multiple times to ensure all data is irretrievable/destroyed. Physical Destruction is done via shredding either at our facility or via our mobile unit at your location.			
Transportation			
Pick up at Collection Site	\$0.00		Per Pick Up
Packing Materials			
Gaylord Boxes for Storage of E-Waste	\$0.00		Each
Pallets for Storage of E-Waste	\$0.00		Each
Minimum number of 50 items is required per pick up for credits to apply. Drop-off at Take 2 Inc. is acceptable Monday-Friday 8:30-3:30.			