



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

FOR

**DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE
("MSW") DIVERTED FROM THE CONNECTICUT SOLID
WASTE SYSTEM ("CSWS")**

(RFP Number 18-OE-001)

PROPOSAL DUE DATE: December 6, 2017

**Materials Innovation and Recycling Authority
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067**

November 6, 2017

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For
DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED
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**REQUEST FOR PROPOSALS
FOR
DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE
DIVERTED FROM THE CONNECTICUT SOLID WASTE
SYSTEM**

SECTION 1

**REQUEST FOR PROPOSALS
(Including Instructions To Proposers)**

**REQUEST FOR PROPOSALS
(INCLUDING INSTRUCTIONS TO PROPOSERS)**

**DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE (“MSW”)
DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM**

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1. About MIRA and the Connecticut Solid Waste System

The Materials Innovation and Recycling Authority (“MIRA”) is a quasi-public entity, a body politic and corporate, created pursuant to Public Act 14-94 as a successor authority to the Connecticut Resources Recovery Authority (“CRRRA”) and pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). MIRA has the responsibility for the planning, design, construction, financing, management, operation and maintenance of solid waste disposal, volume

reduction, resource recovery and related facilities considered to be necessary, desirable, convenient or appropriate in carrying out the provisions of the state solid waste management plan.

Among the MIRA facilities that manage municipal solid waste (“MSW”) are the following facilities which are collectively referred to as the Connecticut Solid Waste System or “CSWS”, a hub-and-spoke system comprising of:

- (a) The Resource Recovery Facility (“RRF”) complex which includes the Waste Processing Facility (“WPF), located at 300 Maxim Road, Gate 70, Hartford, Connecticut 06114; and the Power Block Facility (“PBF”) and Electrical Generating Facility (“EGF”) located at 1 Reserve Road, Hartford Connecticut 06114. The RRF is the hub of the system at which MSW is processed into refuse derived fuel (“RDF”) which is used in an adjoining retrofitted coal plant to make renewable electricity;
- (b) The Essex Transfer Station, located at Dump Road, Essex, Connecticut 06426;
- (c) The Torrington Transfer Station, located at Vista Drive (formerly Old Dump Road), Torrington, Connecticut 06790; and
- (d) The Watertown Transfer Station, located at Echo Lake Road, Watertown, Connecticut 06795.

The three transfer stations provide convenient points of entry into the system for municipalities and haulers outside the immediate Hartford region.

2. Introduction

MIRA is seeking proposals for the disposal of certain Municipal Solid Waste (“MSW”) which from time-to-time must be diverted from one or more of the facilities within the Connecticut Solid Waste System. This RFP contemplates three scenarios as follows. Proposers may submit proposals for any or all of the diversion scenarios:

2.1 Scenario 1: Routine On-Call Diversion:

From time to time, during maintenance outages and during periods of high waste deliveries, the RRF cannot consume all of the waste flowing into the CSWS, and some of that waste must be diverted to other facilities. More about this scenario and the work required therein is included in Section 2.1 of the Agreement (Section 5 of the RFP Package Documents)

When routine diversions are needed, MIRA usually diverts MSW from one or more of the three transfer stations (Essex Transfer Station, Torrington Transfer Station and Watertown Transfer Station). On rare occasions, MIRA diverts MSW from the RRF.

Routine diversions are intended to be relatively short in duration until a specific issue is cured, though their duration can vary significantly from a few days to a few months.

The amount of waste diverted during routine diversions can vary significantly from year to year. MIRA does not guarantee any quantity of diverted waste to Proposers via this RFP and there may be years in which there is no MSW diverted via routine diversion. Table 2.1(a) below indicates the amount of MSW diverted each year for the past 3 fiscal years

Table 2.1(a) Routine Diversions by fiscal year (rounded to nearest whole ton)	FY2017 (July 1, 2016- June 30, 2017)	FY2016 (July 1, 2015- June 30, 2016)	FY2015 (July 1, 2014- June 30, 2015)
Tons Diverted (after acceptance into the CSWS at a CSWS transfer station or the RRF)	5,020	4,947	9,758
Tons Redirected (delivered to alternate diversion facility by MIRA customers at MIRA's request)		501	2,338
Total diversion	5,020	5,448	12,096

2.2 Scenario 2: Catastrophic Interruption Scenario

This Catastrophic Interruption scenario contemplates that there is an unforeseen catastrophic event, such as might be associated with an insurance business interruption claim – though no such claim must be filed for this scenario to be applicable, that prevents the RRF from processing waste until the event is cured, and that such event subsequently requires the diversion of a significant portion of, up to and including all of the MSW flowing into the RRF (approximately 650,000 tons per year, about 100,000 tons of which is interruptible waste which would not flow into the RRF for some or all of the Catastrophic Interruption event) , for a period not expected to be less than 30 days, though MIRA reserves the right to have a Catastrophic Interruption event which is cured in less than 30 days.

More about this scenario and the work required therein is included in Section 2.2 of the Agreement (Section 5 of the RFP Package Documents).

2.3 Scenario 3: Economic Wind-Down Scenario

There are plans to complete a redevelopment of the CSWS RRF within the next 5-10 years. This Economic Wind-Down Scenario contemplates that at some point during the term, MIRA may determine that the current RRF is not able to operate continuously until the date that any facility that succeeds the RRF is able to commence full operations (the Successor In-Service Date), and that during the period in between, some or all of the non-interruptible MSW then-currently flowing into the CSWS must be diverted.

This multi-year scenario could begin at the start of any Fiscal Year (July 1) within the Term of the Agreement, provided that MIRA first provides Contractor with at least 6 months prior notice, and would continue through the remainder of the Term of the Agreement. In this scenario, MIRA would require the diversion of all waste then flowing into the RRF. During the first fiscal year of an Economic Wind-Down Scenario this would include

approximately 650,000 tons per year of MSW, about 100,000 tons of which is interruptible waste which would not flow into the RRF for some or all of that year. After the first year, MIRA may not renew certain short-term contracts and may shed more than 260,000 tons of waste annually for the remainder of the Economic Wind-Down scenario after the first year.

More about this scenario and the work required therein is included in Section 2.3 of the Agreement (Section 5 of the RFP Package Documents)

Proposers may submit a proposal for any or all three of these scenarios. Proposers must provide a Disposal Price Form for each scenario for which they are submitting a proposal. MIRA reserves the right to award contracts to multiple Proposers and to utilize multiple contractors during any diversion.

3. Transportation

Transportation may be provided by one or more of the following:

- (a) Transportation may be arranged by MIRA using MIRA’s transfer station operators.
- (b) Transportation may be arranged by MIRA using a diversion transporter determined by way of a separate RFP for diversion –related transportation.
- (c) A proposer may include as an alternate addition to their proposal for disposal capacity, (an “Optional Transportation Proposal) to also provide transportation services related to the disposal of MSW diverted from the CSWS.

If a Proposer includes a transportation-alternative in their proposal per option (c) herein, then Proposer in addition to all other items specified in Section ____ below, will provide the following the following additional documents with their Proposal:

- i. A completed Business Information form for each transportation subcontractor included in their proposal (Section 4.1 of the RFP Package Documents), per Section ____ below; and
- ii. A completed Vehicle Safety Standards Compliance Form (Section 4.2 of the RFP Package Documents);
- iii. A certificate of insurance showing that each transportation subcontractor is either covered under Proposer’s insurance or has evidence of insurance sufficient to meet the terms of Section 6 of the Agreement (Section 5 of the RFP Package Documents)

If the proposer submits an alternate Optional Transportation Proposal which is awarded by MIRA, then Proposer Agrees that MIRA will add language into the agreement in accordance with the Optional Transportation Proposal – Additions to Final Transportation Agreement (Section 4.4 of the RFP Package Documents)

4. Overview of MIRA Solicitation Process

Generally, this solicitation process is composed of four (4) milestones as described below. It is important to note that the entire solicitation process will not be considered complete until a definitive agreement between MIRA and the approved Contractor(s) has been executed.

(a) Request for Proposals (“RFP”): Entities interested in providing Disposal Capacity for MSW from the Connecticut Solid Waste System shall submit to MIRA a Proposal (“Proposal”) in the manner set forth in this Request For Proposals (Section 1 of the RFP Package Documents).

(b) Due diligence and discussions: Following MIRA’s initial review of the Proposals received, MIRA may engage one or more of the proposers, at its sole and absolute discretion, to conduct additional due diligence; conduct site tours of proposed Disposal Facilities as set forth in Section 23.2 of this Request For Proposals (Section 1 of the RFP Package Documents); secure the most economical pairing of transportation and disposal services; and participate in additional discussions regarding any aspect of a Proposer’s Proposal.

(c) MIRA Board of Directors Approval: Based on the results of MIRA’s review of the proposals, including any additional due diligence or discussions, MIRA management will present its selection recommendation to MIRA’s Board of Directors for approval.

(d) Notice of Award and Execution of the Agreement: Upon approval of the preferred Proposer(s) by the Board of Directors, MIRA will issue to the approved Proposer(s) a Notice of Award letter and the final form of the Agreement for execution. The approved Proposer(s) will execute two counterparts of the Agreement. Upon execution of the Agreement by the approved Proposer(s) and MIRA, the solicitation process will be deemed complete and the solicitation process closed.

5. RFP Schedule

The following is the schedule for the RFP process:

ITEM	DATE
RFP Documents Available	Monday, November 6, 2017
Deadline for Written Questions	3:00 p.m., Monday November 27, 2017,
Response to Written Questions	No Later Than Friday December 1, 2017,
Proposals Due at MIRA	3:00 p.m., Wednesday December 6, 2017
	Expected to be presented to MIRA’s Board of Directors at its December or January Board Meeting

Expected start of Agreement	July 1, 2018
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MIRA 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. MIRA 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.

6. Reserved Rights

Throughout the solicitation process, MIRA reserves the following rights at its sole and absolute discretion:

- (a) To reject any and all Proposals, or part(s) thereof, and/or to waive any informality or informalities in any Proposal or in the process for the RFP, if such rejection or waiver is deemed in the best interests of MIRA;
- (b) To republish this RFP after having rejected any or all of the Proposals;
- (c) To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP;
- (d) To terminate or modify this RFP process, or any portion thereof, at any time prior to the execution of any Agreement;
- (e) To modify the RFP schedule or any portion thereof;
- (f) To approve or disapprove of particular subcontractors, joint ventures, or other proposed team members;
- (g) To provide supplemental information only to prospective Proposers who submit a mandatory Notice of Interest Form;
- (h) To conduct investigations of the Proposers and their Proposals;
- (i) To clarify the information provided pursuant to this RFP;
- (j) To request additional evidence or documentation to support the information included in any proposal;
- (k) To interview and hold discussions with any Proposers at any time after receipt of proposals and before the signing of a legally binding contract;
- (l) To enter into a final contract with terms that vary from the terms set forth in this RFP;

- (m) To accept other than the lowest negotiated price based upon an evaluation of other aspects;
- (n) To require a guarantee of the service contract by the Proposer, and if financial resources of the Proposer are not sufficient to provide security to MIRA's satisfaction, require another form of guarantee or security in form and content acceptable to MIRA;
- (o) To visit and examine any of the facilities referenced in any Proposal and others owned, operated, and/or built by the Proposer to observe and inspect the operations at such facilities; and
- (p) To take any action affecting the RFP process or subsequent negotiations, or the requested services and terms subject to this RFP that would be in the best interest of MIRA.

7. Term

MIRA is seeking Proposals from qualified entities to provide the Services, beginning on the Commencement Date (as defined in the Agreement – **Section 5 of the RFP Package Documents**) and continuing for a base term (“Base Term”) that extends through June 30, 2023. This Agreement may be extended at MIRA’s sole option of for one (1) additional one year extension period (an “Extension”). The final extension would begin on July 1, 2023 and end June 30, 2024. The Extension will be automatic unless MIRA provides written notice to the Contractor that MIRA had declined to extend the Agreement not later than 2 months prior to the expiration of the Base Term.

Note: Proposers whose proposed Disposal Sites have available permitted capacity for some of the Term, but not all of the term (including the Extension) should reflect that fact in both their Facility Price Form (Section 3.4 of the RFP Package Documents) and their Business Exception Form (Section 3.12 of the RFP Package Documents).

8. 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 DISPOSAL CAPACITY FOR MSW DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM (the “Agreement”), including all exhibits;
 - (2) RFP Package Documents (defined in (i) below)
 - (3) Addenda;

- (4) Contractor'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) Any written Notice Of Award and/or Notice To Proceed; issued by an authorized representative of MIRA.
 - (6) Any written amendments to the Agreement.
- (c) **Contractor:** Shall mean the Entity(ies) with whom MIRA executes the AGREEMENT FOR DISPOSAL CAPACITY FOR MSW DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM (the "Agreement"), as such agreement is further described in Section 14 of this Request For Proposals.
 - (d) **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.
 - (e) **Notice Of Award:** Written notification from MIRA to the apparent successful proposer that states that MIRA has accepted such proposer's proposal and sets forth the remaining conditions that must be fulfilled by such proposer before MIRA executes the Agreement.
 - (f) **Project:** The provision by the successful proposer of Disposal Capacity For MSW From The Connecticut Solid Waste System, in accordance with the Contract Documents.
 - (g) **Property:** The certain parcel of real property on which each of the facilities within the CSWS is located.
 - (h) **Proposer:** The entity submitting a proposal in response to this Request For Proposals.
 - (i) **RFP Package Documents:**
 - 1. Request for Proposals (Including Instructions To Proposers)
 - 2. Notice Of Interest Form
 - 3. Mandatory Proposal Forms
 - 3.1. Proposal Form
 - 3.2. Business Information Form
 - 3.3. Disposal Facility Information Form
 - 3.4. Disposal Facility Price Form
 - 3.5. Disposal Facility Access Form
 - 3.6. Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health And Safety
 - 3.7. Affidavit Concerning Nondiscrimination

- 3.8. Background Questionnaire
 - 3.9. Business Disclosure Form
 - 3.10. Acknowledgement of Notice Of Campaign Contributions and Solicitation Limitations
 - 3.11. Iran Certification Form
 - 3.12. Business Information Form
- 4. Alternate proposal forms
 - 4.1. Transportation Subcontractor Business Information Form
 - 4.2. Vehicle Safety Standards Compliance Form
 - 4.3. Transportation Price Form
 - 4.4. Additions to Final Transportation Agreement (informational)
5. AGREEMENT FOR DISPOSAL CAPACITY FOR MSW DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM and Exhibit's A-K thereto

- (j) **Site:** Those areas of the Property upon which any of the Services are to be performed, furnished and completed by the successful proposer in accordance with the Contract Documents.

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

9. **Communications With MIRA 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 MIRA issues the RFP until the date the successful proposer accepts the Notice Of Award), contractors contemplating or preparing proposal are prohibited from contacting MIRA staff or MIRA Board of Director members in an ex parte manner to discuss the RFP submission process. A contractor's RFP submission shall be rejected if any of the foregoing ex parte communications take place.

10. **Scope Of Services**

MIRA is seeking Proposals from qualified contractors to furnish all labor, materials, supplies, tools, equipment, vehicles and other facilities and necessary appurtenances or property for, or incidental to, the "Disposal Of MSW From The CSWS RRF" (the "Services"), which Services are more specifically detailed in Section 2 of the Agreement (**Section 5 of the RFP Package Documents**).

11. **Availability Of RFP Package Documents**

Complete sets of the RFP Package Documents may be obtained on the World Wide Web beginning as per the schedule set forth in Section 2 of this Request For Proposals (**Section 1 of the RFP Package Documents**):

<http://www.ctmira.org> on the “Current Bids, RFP and RFQ” page, under the “Business Links” section of the website. The RFP documents can be accessed by selecting the link titled: RFP: Disposal Capacity For MSW From The Connecticut Solid Waste System.”

The RFP Package Documents are in PDF format. All of the forms included in the documents are also available for downloading in Microsoft Word format at the same place on MIRA’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. MIRA encourages firms to make use of the downloaded Word forms.

The RFP Package Documents are also available Monday through Friday, from 8:30 a.m. to 4:30p.m. at MIRA’s offices, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067, beginning on the same date. Anyone intending to pick up the documents at MIRA’s offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$35.00 for anyone picking up the documents at MIRA’s office. Payment should be made by check payable to “Materials Innovation and Recycling Authority.”

12. Site Tour

MIRA reserves the right to conduct a tour of any of the CSWS Facilities for any potential respondent upon request at a time convenient to MIRA.

13. Addenda And Interpretations

MIRA 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 Roger Guzowski by e-mail (rguzowski@ctmira.org), by fax (860-757-7742), or by correspondence (MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067). **To be given consideration, any such written request must be received by MIRA by the deadline set forth in Section 2 of this Request For Proposals (Section 1 of the RFP Package Documents).**

Addenda, if any, (or a notice that an addendum has been posted to the MIRA website) 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 MIRA a printed copy of the RFP Package Documents. Such addenda will also be posted on MIRA’s web site (<http://www.ctmira.org> on the “Current Bids, RFP and RFQ” page, under the “Business Links” section of the website). Addenda related to this RFP can be accessed by selecting the link titled RFP: “Disposal Capacity For MSW From The Connecticut Solid Waste System” heading). Such addenda will be mailed/e-mailed and posted on the web site as per the schedule in Section 2 of this Request for Proposals (Section 1 of the RFP Package Documents)

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 MIRA.**

14. Form Of The Agreement

The form of the Agreement that MIRA intends to sign with one or more successful Proposer(s) is enclosed as **Section 5 of the RFP Package Documents**.

Note: The form of Agreement contemplates that the Contractor will provide Disposal Capacity for MSW diverted from the CSWS. If Proposer submits an Optional Alternate Proposal to include transportation services in their Proposal, and if such Optional Alternate Proposal is accepted by MIRA, MIRA reserves the right to add additional language into the final agreement related to these transportation services, including, but not necessarily limited to, the language specified in Section 4.4 of the RFP Package Documents.

While it intends to enter into an agreement with one or more successful Proposer(s), MIRA makes no guarantees that any Proposal will result in an Agreement. Further, MIRA reserves the right to reject any or all Proposals and to award any Agreements in a manner deemed to be in its best interests.

The terms and conditions of the Agreement (**Section 5 of the RFP Package Documents**), as attached, are substantially non-negotiable. However, MIRA reserves the right to negotiate, modify, and/or waive at its sole and absolute discretion any terms of the Agreement. Firms requesting a waiver or modification of any of the terms of the Agreement or Scope of Services should submit a Business Exception Form (Section 3.12 of the RFP Package Documents) with their Proposal.

15. Proposal Submittal Procedures

Sealed Proposals shall be submitted no later than the time and date set forth in Section 2 of this Request For Proposals (Section 1 of the RFP Package Documents) at the offices of MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067, Attn: Roger Guzowski. Proposals received after the time and date set forth above shall be rejected.

16. Number Of Copies

Each proposer must submit one (1) original printed “hard copy” (the “Original Proposal”) and one electronic copy (the “Electronic Copy”) of its proposal.

- (a) The **Original Proposal** shall be an original printed “hard copy,” which contains original “wet ink” signatures and notarizations where applicable. The Original Proposal should be loose leaf, bound with a binder clip, and stamped or otherwise

marked "Original." In addition, tabs (numbered or lettered) should be used to delineate sections of the proposal.

- (b) The **Electronic Copy** must be in PDF format saved to a compact disk ("CD") or USB Flash Drive ("Thumb Drive") which is submitted together with the original proposal.

A complete Proposal, including both the Original Proposal and Electronic Copy of the Proposal shall be enclosed in a sealed envelope that shall be clearly marked "Proposal for Disposal Capacity For MSW From The Connecticut Solid Waste System."

17. Period Proposals Shall Remain Open

Proposals shall remain open and subject to acceptance for one-hundred twenty (120) days after the proposal due date.

18. 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 MIRA's office at any time prior to the proposal due date.

19. Proposal Contents

Proposals shall be submitted on forms provided by MIRA 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 must 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 MIRA, which includes the following:
 - (1) The name of the proposer;
 - (2) A clear statement indicating that the attached proposal constitutes a firm and binding offer by the proposer to MIRA considering the terms and conditions outlined in the RFP; and
 - (3) The proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 23.3 of this Instructions To Proposers);
- (c) Table of Contents for the proposer's proposal (i.e., not the Table of Contents for the RFP Package Documents);

- (d) The completed Proposal Form (Section 3.1 of the RFP Package Documents), with Addenda, if any, listed in the appropriate place (Page 2 of the Proposal Form), the name and address of the contact for Notices listed in the appropriate place (Page 7 of the Proposal Form) and the completed agreement section (Page 7 of the Proposal Form);
- (e) The completed Business Information Form (Section 3.2 of the RFP Package Documents);
- (f) The completed Disposal Facility Information Form (Section 3.3 of the RFP Package Documents);
- (g) The completed Disposal Facility Price Form (Section 3.4 of the RFP Package Documents);
- (h) The completed Disposal Facility Access Form (Section 3.5 of the RFP Package Documents);
- (i) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 3.6 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 Affidavit Concerning Nondiscrimination (Section 3.7 of the RFP Package Documents), subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
- (k) The completed Background Questionnaire (Section 3.8 of the RFP Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (l) The completed Business Disclosure Form (Section 3.9 of the RFP Package Documents)
- (m) The signed Acknowledgement Of Notice Of Campaign Contributions and Solicitation Limitations (Section 3.10 of the RFP Package Documents)
- (n) The completed and signed Iran Certification Form (Section 3.11 of the RFP Package Documents)
- (o) The completed Business Exception Form (Section 3.12 of the RFP Package Documents)
- (p) A copy of the proposer's up-to-date certificate of insurance showing all current insurance coverage, and covering both the Prime Contractor and the subcontractors, if any.

In addition, if a Proposer is including an Optional Alternate Transportation Proposal, in addition to 19(a)-(p), Proposer must include the following additional forms:

- (q) A completed Transporter Business Information Form (Section 4.1 of the RFP Package Documents)
- (r) A completed Vehicle Safety Standards form (Section 4.2 of the RFP Package Documents)
- (s) A completed Transportation Price Form (Section 4.3 of the RFP Package Documents)

For clarification, Section 4.4 of the RFP Package Documents is informational and does not need to be included with an Optional Alternate Transportation Proposal.

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

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

20. Confidentiality Request

Proposers are hereby advised that any information contained in or submitted with or in connection with its Proposal is subject to the Connecticut's Freedom of Information Statutes. 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 MIRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

In connection with MIRA's foregoing obligation to comply with Connecticut's Freedom of Information Statutes, Proposer may request that MIRA keep its financial statements and financial information in confidence/private. The Proposer must make said request in writing (Confidentiality Statement) and submit its financial statements and financial information in a separate sealed and marked envelope as part of the Proposal. If so requested by the Proposer, MIRA shall use all reasonable efforts to keep said financial statements and information in confidence.

21. Proposal Opening

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

MIRA 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.

22. Additional Information And Interviews

MIRA reserves the right to request additional information from Proposal submitters and to request certain submitters to make oral presentations or further explanations of their Proposal.

23. Proposal Evaluation

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

MIRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. MIRA 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.

23.1 Evaluation Criteria

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

1. Net Cost to MIRA during Base Term (including disposal costs and, if applicable, transportation costs);
2. Net Cost to MIRA during Extensions (including disposal costs and, if applicable, transportation costs);
3. MIRA's assessment, at its sole discretion and judgement regarding potential liability associated with disposal at or transportation to any MSW Disposal Facility
4. Proven ability of the proposer(s) to perform the Services (including Transportation Services if applicable) required by the Contract Documents;
5. Compliance history of Proposer and any proposed Disposal Site(s);
6. Financial Strength of Proposer and Guarantor;
7. Distance from the CSWS Facilities to any proposed Disposal Site(s)
8. Permitted capacity and logistics of proposed Transfer and/or Disposal Facility(ies)
9. Any other factor or criterion that MIRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

23.2 MIRA Site Tour Of Proposed Transfer and/or Disposal Facility(ies)

As part of its evaluation of any proposal, MIRA may, at its sole discretion request a site tour of the proposed Transfer and/or Disposal Facility(ies). In submitting a proposal, Proposers agree to provide for MIRA's tour of proposed Transfer and/or Disposal Facility(ies) and make every good faith practicable effort to schedule such tours in a manner advantageous to MIRA.

23.3 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 MIRA 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 3.6 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 3.6 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 Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 3.6 of RFP Package Documents));
- (d) The Proposer's submission of EEO-1 data indicating that the composition of its Services force is at or near parity when compared to the racial and sexual composition of the Services force in the relevant labor market area (See Section 19(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 19(b) of this Instructions To Proposers).

24. Contract Award

If ~~one or more the~~ contracts ~~are~~is to be awarded, MIRA will issue to the successful proposer(s) a Notice Of Award within one hundred and twenty (120) days after the proposal due date.

This written Notice of Award will include instructions and deadlines regarding the execution of the Agreement, including but not necessarily limited to: delivery of requisite certificates of insurance; execution of an Affidavit Concerning Consulting Fees (as per Section 14 of this Request for Proposals); execution of a Certification Concerning Gifts (as per Section 15 of this Request for Proposals); and delivery of successful Proposer's W-9 Request for Taxpayer Identification Number and Certification. If a successful Proposer does not complete the instructions by the deadline(s) set forth in the Notice of Award (typically 10 days), MIRA will be entitled to consider the successful Proposer's rights arising out of MIRA's acceptance of their Proposal as abandoned and terminated and MIRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

MIRA reserves the right to correct inaccurate awards resulting from MIRA'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 MIRA shall not constitute a breach of this RFP by MIRA 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 MIRA and the initial proposer.

25. Affidavit Concerning Consulting Fees

Pursuant to *Connecticut General Statutes* Section 4a-81, the apparently successful Proposal submitter(s) must submit an affidavit stating that, except as specified in the affidavit, it has not entered into any contract with a consultant in connection with the RFP whereby any duties of the consultant pursuant to the contract require the consultant to pursue communications concerning the business of MIRA, whether or not direct contract with MIRA was expected or made (see Exhibit N of the Agreement – Section 5 of the RFP Package Documents).

26. 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 MIRA 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 Contractor's Certification Concerning Gifts (see Exhibit P of the Agreement - Section 5 of the RFP Package Documents).

27. Proposer's Qualifications

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

28. 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 MIRA, and MIRA shall have no responsibility or liability whatsoever for any such costs and expenses.

**REQUEST FOR PROPOSALS
FOR
DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE
DIVERTED FROM THE CONNECTICUT SOLID WASTE
SYSTEM**

**SECTION 2
NOTICE OF INTEREST FORM**



NOTICE OF INTEREST FORM

Individuals and firms that have an interest in the Materials Innovation and Recycling Authority (“MIRA”) solicitation listed below are encouraged to submit this Notice Of Interest Form to MIRA 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 MIRA related to the solicitation will be directly provided to those firms that have submitted this Form to MIRA by the Form Due Date.

Solicitation:	DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM
RFP Number:	FY18-OE-001

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 1:	
Mailing Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

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

MIRA Contact:	Roger Guzowski
E-Mail Address:	<u>rguzowski@ctmira.org</u>
Fax Number:	(860) 757-7740
Correspondence Address:	Materials Innovation and Recycling Authority 200 Corporate Place, Suite 202 Rocky Hill, CT 06067

**REQUEST FOR PROPOSALS
FOR
DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE
DIVERTED FROM THE CONNECTICUT SOLID WASTE
SYSTEM**

SECTION 3

REQUIRED PROPOSAL FORMS

Includes:

- 3.1 Proposal Form**
- 3.2 Business Information Form**
- 3.3 Disposal Facility Information Form**
- 3.4 Disposal Facility Price Form**
- 3.5 Disposal Facility Access Form**
- 3.6 Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety**
- 3.7 Affidavit Concerning Nondiscrimination**
- 3.8 Background Questionnaire**
- 3.9 Business Disclosure Form**
- 3.10 Acknowledgement of Notice Of Campaign Contributions And Solicitation Limitations**
- 3.11 Iran Certification Form**
- 3.12 Business Exception Form**



PROPOSAL FORM

RFP NUMBER: 18-OE-001

CONTRACT FOR: Disposal Capacity For Municipal Solid Waste Diverted From The Connecticut Solid Waste System

RFP SUBMITTED TO: Materials Innovation and Recycling Authority
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067

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, and any Addenda to any such documents.

This Proposal shall remain open and subject to acceptance for one hundred and twenty (120) days after the Proposal due date.

At any time after Proposals are opened MIRA may engage Proposer to provide additional information regarding their Proposal, provide for MIRA a site tour of any proposed Disposal Facility, and/or negotiate any final terms of a contract (excepting that MIRA in its sole and absolute discretion reserves the right to limit contract negotiations to those terms identified in Proposer’s Business Exception Form [Section 3.11 of the RFP Package Documents]). If MIRA contacts Proposer to begin contract discussions, the Proposer agrees to:

- negotiate the contract in good faith;
- provide in a timely manner clarifications or additional information requested by MIRA during negotiations;
- arrange for a site tour for MIRA of any proposed Disposal Facility and make every practicable good faith effort to conduct such site tours as per a schedule advantageous to MIRA;
- attend meetings with MIRA and its Board, as necessary, to negotiate, obtain approval for and execute the contract; and
- bear all of its costs and expenses for contract negotiations and approval.

The Proposer recognizes that MIRA has no liability to any party until a contract is approved, and only to the extent provided for in such contract.

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

- (a) Execute and deliver to MIRA the required number of counterparts of the Agreement;
- (b) Execute and deliver to MIRA the Contractor’s Certification Concerning Gifts;
- (c) Execute and deliver to MIRA the Affidavit Concerning Consulting Fees
- (d) Execute and deliver to MIRA the Acknowledgement of Notice Of Campaign Contribution And Solicitation Limitations;
- (e) Deliver to MIRA the requisite certificates of insurance;
- (f) Execute and deliver to MIRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (g) Satisfy all other conditions of the Notice Of Award.

3. PROPOSER’S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

- 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

- Without exception, the Proposal is premised upon performing, finishing, 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;
- 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 Work;
- Proposer has studied and carefully correlated Proposer’s knowledge and observations with the Contract Documents and such other related data;
- Proposer has given MIRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents;
- If Proposer has failed to promptly notify MIRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer and MIRA to be a waiver to assert these issues and claims in the future;
- Proposer is aware of the general nature of work to be performed by MIRA and others that relates to the Work for which this Proposal is submitted; and
- 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

4. PROPOSER’S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Proposal, Proposer acknowledges and agrees that:

- (a) All information and data included in the RFP Package Documents relating to the surface, subsurface and other conditions of the Site (as defined in Section 1.1 of the Agreement) are from presently available sources and are being provided only for the information and convenience of the Proposers;
- (b) MIRA 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;
- (c) Proposer 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) That is Proposer has submitted an Optional Alternate Transportation Proposal that Proposer 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.

5. 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 MIRA arising from or by reason of any variance which may exist between information offered or so obtained and the actual conditions encountered during performance of any of the Work.

6. PROPOSER’S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

In submitting this Proposal, Proposer acknowledges and agrees that MIRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Proposer shall not charge MIRA 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 MIRA 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 MIRA in any Proposal or other submittal to MIRA in connection with this RFP.

7. PROPOSER’S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

- Recognizes and agrees that MIRA 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 it Proposal is subject to disclosure if required by law or otherwise; and
- Expressly waives any claim(s) that Proposer or any of its successors and/or assigns has or may have against MIRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

8. 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 Work over any other Proposer for the Work or over MIRA.

9. 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 disqualification from the procurement process all of the forms included in the RFP that are submitted to MIRA 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.

10. 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:

- Any action or inaction on the part of MIRA 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 MIRA or any of its directors, officers, employees or authorized agents;
- Any agreement entered into for the Work (or any part thereof) described in the Contract Documents; and/or
- Any award or non-award of a contract for the Work (or any part thereof) pursuant to the Contract Documents.

11. PROPOSER’S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

For all state contracts as defined in P.A. 10-1 having a value in 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 and solicitation prohibitions, and will inform its principals of the contents of the notice.

Acknowledgement of this notice is included and must be signed by the Proposer and submitted as part of this Proposal as Proposal Form 10.

12. ATTACHMENTS

The following documents are attached hereto and made a part of this Proposal, each completely filled out by the Proposer, and, where called for by the respective form, signed before a Notary Public or Commissioner of the Superior Court:

- Proposal Form 1 - This Proposal Form, completed in its entirety and signed by the Proposer;
- Proposal Form 2 - Business Information Form;
- Proposal Form 3 - Disposal Facility Form;
- Proposal Form 4 - Facility Price Form;
- Proposal Form 5 - Facility Access Form
- Proposal Form 6 - Questionnaire Concerning Affirmative Action; Small Business Contractors And Occupational Health And Safety;
- Proposal Form 7 - Affidavit Concerning Nondiscrimination
- Proposal Form 8 - Background Questionnaire;
- Proposal Form 9 - Business Disclosure Form
- Proposal Form 10 - Acknowledgement of Notice Of Campaign Contributions And Solicitation Limitations
- Proposal Form 11 - Iran Certification Form
- Proposal Form 12 - Business Exception Form

13. PROPOSER’S 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:	

14. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 20 __

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



BUSINESS INFORMATION FORM

Bidder/Proposer/Statement of Qualifications Submitter (hereinafter in this form referred to as “Contractor” must provide the information requested in the following sections.

1. CONTRACTOR INFORMATION

Name of Entity:					
Central Office/ Headquarters Address:	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Servicing Office Address (if different than Central Office/ Headquarters Address):	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Name of Parent Company (if any):					
Entity’s Legal Structure:		<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture		
		<input type="checkbox"/> Partnership	<input type="checkbox"/> Public Entity		
		<input type="checkbox"/> Other			
State in Which Entity is Legally Organized:					
Year Entity Started:		Number of Employees:		Number of Offices:	
Location(s) of Offices (City and State):					
Provide a brief summary of the Contractor’s history and principal lines of work.					

2. INFORMATION REGARDING CONTRACTOR’S OPERATIONS

In the box below or in a separate format attached hereto this business information form, please provide information about the Contractor’s experience and ability to provide the disposal Services contemplated in this RFP (specific information regarding the Disposal Facility should be included in Proposal Form 4 - Disposal Facility Form [**Section 4.4 of the RFP Package Documents**]). Please include the following detail that will help MIRA to evaluate the ability of the bidder to complete the Services:

- What is the ownership structure regarding the Disposal Facility? Is Disposal Facility owned and operated directly by a parent company or via a separate sole-purpose subsidiary, which subsidiary is affiliated with a Parent Company. If the Disposal Facility is owned via a sole-purpose subsidiary, MIRA reserves the right to require a Parent-Company financial guarantee in addition to any other requirements specified herein the RFP Package Documents.
- How many disposal facilities does the Contractor (and Parent Company) have in its portfolio?
- How much capacity at the Disposal Facility is available for this contract? Is additional capacity available elsewhere in the Contractor’s portfolio of facilities?
- Does Contractor have alternate sites or other backup plans in the event that there is a disruption or Force Majeure event at the primary Disposal Facility.
- How has the Contractor organized financial obligations related to the Disposal Facility (e.g. insurance, financial assurances regarding closure & post-closure obligations, etc.)? Are these unique to the Disposal Facility or are those shared and distributed among several disposal facilities.

3. FAILURES TO PERFORM OR COMPLY

In the box below or in a separate format attached hereto this business information form, please:

- Identify any major incidents of Contractor noncompliance with environmental regulations within the past five (5) years with Federal, State, and local agencies for waste transportation and disposal operations. The Contractor and individual member firms shall describe the corrective action taken for such incidents, the present status of compliance, and whether there was a need for regulatory agency sanction(s). The Contractor shall also present the compliance history for all similar facilities it operates, identifying the aggregate percentage of time all facilities operated without violation during the past five years. The compliance history shall: list all similar facilities the Contractor has operated in the past five years or currently operates and describe how non-compliance issues were resolved.
- Discuss the Contractor's safety program including any violations cited by State safety agencies, DOT (for transportation services only), or OSHA within the past three (3) years, recognized safety awards, and Contractor's lost-time accident record compared with industry standards.

(add additional sheet as needed).

4. CONTRACTOR REFERENCES

In space below, provide the names of three (3) non-MIRA references who can attest to the quality of work performed by the Contractor. Include job title, the name, address and phone number of the business and a brief description of the work performed for each reference.

4.1 REFERENCE 1

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

4.2 REFERENCE 2

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

4.3 REFERENCE 3

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	



DISPOSAL FACILITY FORM

Proposer, hereafter in this form called "Contractor" shall list on the following pages all disposal facilities (for purposes of this form, each a "Facility") which Contractor proposes to utilize for the disposal of MSW diverted from the CSWS should Contractor be awarded an Agreement for the Work. Contractor shall identify all disposal facilities (including MSW landfill(s), transfer station(s), etc.) it will use in the performance of the Work.

In addition to filling out the Form, for each Facility Contractor shall provide the following:

- (a) A copy of the valid solid waste operating permit;
- (b) A copy of the insurance certificate for the Pollution Legal Liability Insurance carried by the Facility;
- (c) For a landfill, proof of the funding mechanism used to guarantee closure and post-closure; and
- (d) A summary of the compliance history of the Facility (NOVs, consent orders) for the past five years.

NOTE: If desired, Contractor may propose more disposal facilities than provided for in this Form. In such a case, Contractor should duplicate Page 2 of this Form, complete it for the additional Facility(ies) and attach the duplicated Page to this Form.

MIRA reserves the right in its sole discretion to approve or disapprove the use of any proposed disposal facilities in the performance of the services.

Proposed Disposal Facility (__ of __)

Name of Facility:			
Address of Facility:			
Name of Owner/Operator:			
Name of Facility Manager:		Telephone #:	
Name of Facility Environmental Manager:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Name of State Environmental Regulatory Contact:		Telephone #:	
Type of Facility: (Check appropriate box)	<input type="checkbox"/> MSW Landfill		
	<input type="checkbox"/> Other (Specify) _____		
Amount of Pollution Legal Liability Insurance Carried by Facility (Provide copy of insurance certificate):		\$	
Permits Held by Facility (enter "N/A" if not applicable) (Provide copy of valid solid waste operating permit):	Solid Waste	No:	Date Issued:
	Groundwater	No:	Date Issued:
	Air	No:	Date Issued:
		No:	Date Issued:

If the Disposal Facility is a Landfill, please answer the following questions:

	Yes	No
Is the Landfill on the CERCLIS or National Priorities List?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Landfill constructed with a synthetic base liner?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a leachate collection system?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a groundwater monitoring program?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Landfill have a gas collection system?	<input type="checkbox"/>	<input type="checkbox"/>
If the Landfill has a gas collection system, is the gas used to generate electricity?	<input type="checkbox"/>	<input type="checkbox"/>
Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?	<input type="checkbox"/>	<input type="checkbox"/>
Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law?	<input type="checkbox"/>	<input type="checkbox"/>
How much is the estimated cost for facility closure?	\$ _____	
How much is the estimated cost for facility post-closure monitoring and maintenance?	\$ _____	
What funding mechanism is used to guarantee closure and post-closure activities?		



**DISPOSAL FACILITY AND
PROPOSAL PRICE FORM**

1. Pricing overview

In the following table(s), Proposer shall provide the following information related to the Proposer's proposed price for the disposal of MSW diverted from the CSWS to the Disposal Facility(ies) proposed by the Proposer (if proposing more than one facility, Proposer should copy page two of this form for each Disposal Facility for which they are submitting a proposal):

- (a) The name of each Designated Disposal Facility (note: each Disposal Facility listed on this Form must correspond with Disposal Facility information provided via The Disposal Facility Information Form (Proposal Form 3)).
- (b) The distance from the CSWS RRF to the designated Disposal Facility
- (c) The Disposal Price per ton for each ton of MSW that MIRA delivers to the designated Disposal Facility in a Routine Diversion scenario (as described in Section 2.1 of the Request For Proposals (Section 1 of the RFP Package Documents)
- (d) The Disposal Price per ton for each ton of MSW that MIRA delivers to the designated Disposal Facility in a Catastrophic Interruption scenario (as described in Section 2.2 of the Request For Proposals (Section 1 of the RFP Package Documents)
- (e) The Disposal Price per ton for each ton of MSW that MIRA delivers to the designated Disposal Facility in an Economic Wind Down scenario (as described in Section 2.3 of the Request For Proposals (Section 1 of the RFP Package Documents)

2. Proposed Disposal Facility Pricing Info – Disposal Facility # _____

a.	Disposal Facility Name (identify)	
b.	Disposal Facility Address.	

	c. Routine Diversion - Disposal Price Per Ton	d. Catastrophic Interruption – Disposal Price Per Ton	e. Economic wind-down – Disposal Price Per Ton
For period from July 1, 2018 – June 30, 2019	\$	\$	\$
For period from July 1, 2019 – June 30, 2020	\$	\$	\$
For period from July 1, 2020 – June 30, 2021	\$	\$	\$
For period from July 1, 2021 – June 30, 2022	\$	\$	\$
For period from July 1, 2022 – June 30, 2023	\$	\$	\$
For extension year 1 (7/1/2023 through 6/30/2024)	\$	\$	\$



**DISPOSAL FACILITY
ACCESS FORM**

In the following table(s), Proposer, hereafter for the purpose of this form referred to as “Contractor,” shall provide MIRA with information regarding MIRA’s ability to access Contractor’s specified Disposal Facility in the event of a Diversion.

Contractor must submit a separate copy of this Disposal Facility Access Form for each Disposal Facility listed in their Disposal Facility Form (Section 3.3 of the RFP Package Documents),

This RFP contemplates that MSW will be diverted from the CSWS in 100-yard transfer trailers and that each load shall constitute one full 100-yard transfer trailer worth of MSW (a “Load”), roughly 20 tons.

<p>Specified Disposal Facility <i>(For which this Disposal Facility Access Form is being submitted)</i></p>	
--	--

1. Maximum quantity

For each of the three Diversion Scenarios detailed in Section 2.2 of the Agreement (Section 5 of the RFP Package Documents), Contractor shall specify in Table 1 below the maximum number of Loads that Contractor can accept at the Disposal Facility at the price specified in the Facility Price Form (Section 3.4 of the RFP Package Documents)

Table 1

Diversion Scenario	Maximum # Loads Per Day
1(a): Routine Diversion Scenario: As detailed in Section 2.2.1 of the Agreement	Loads Per Day
1(b): Catastrophic Interruption Scenario: As detailed in Section 2.2.2 of the Agreement	Loads Per Day
1(c): Economic Wind Down Scenario: As detailed in Section 2.2.3 of the Agreement.	Loads Per Day

2. Timeliness of Access to Disposal Facility

This RFP contemplates that given the urgent notice required in a Routine Diversion Scenario (As detailed in Section 2.2.1 of the Agreement) and/or a Catastrophic Interruption Scenario (As detailed in Section 2.2.2 of the Agreement), the Contractor may need time to phase in their acceptance of MSW as per this Proposal.

In submitting their proposal, Contractor asserts that Contractor’s specified Disposal Facility could begin accepting at least 1 Load of diverted MSW per day from the CSWS within 24 hours (1 business day) of the notification from MIRA to the Contractor.

The Contractor must specify how soon after such notification they could begin accepting the number of loads specified within Table 2, up to the Maximum Number Loads specified in Table 1 of this Disposal Facility Access form

Table 2:

2(a) Increase #1: How many business days after receipt of a notification could Contractor begin accepting at least 3 Loads of diverted MSW per day?	
1(b) Increase #2: How many business days after receipt of a notification could Contractor begin accepting at least 5 Loads of diverted MSW per day?	
1(c) Increase #3: How many business days after receipt of a notification could Contractor begin accepting at least 10 Loads of diverted MSW per day?	
1(d) How many business days after receipt of a notification could Contractor begin accepting the maximum number of loads specified in Section 1 of this Disposal Facility Access Form?	

For purposes of clarification, this RFP contemplates that the advanced notice specified in an Economic Wind-Down Scenario (as detailed in Section 2.2.3 of the Agreement) is sufficient lead time for Contractor and that the phased acceptance specified in Table 2 will not apply in such Economic Wind-Down Scenario

3. Seasonality

Are there times of the year when Contractor can accept more or fewer loads per day or when Contractor needs more or less notice before they can begin accepting loads (e.g, a Disposal Facility primarily services a resort community and is unavailable during peak tourist season but has available capacity during the off season)? In a separate page attached hereto specify how such seasonality may impact the Maximum Quantity or Timeliness specified herein.

4. Applications and pre-qualifications

Contractor must attach to this Disposal Facility Access Form either a printed copy of, or a valid internet link to any applications, permitting requirements, insurance requirement, or other pre-qualifications required for MIRA’s transportation subcontractor to access the designated Disposal Facility.



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

Because MIRA 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 MIRA 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. 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 Business Enterprise 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 certified by DAS as a Small Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a Minority Owned 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 certified by DAS as a Minority Owned Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? ² <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

FOOTNOTES

- ¹ If the Contractor answered “yes” to Question 2A and/or 3A, Contractor must attach a copy of its DAS Set-Aside Certificate to this Questionnaire.
- ² If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds Fifty Thousand Dollars (\$50,000.00) in any fiscal year, and the Contractor has fifty (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 BUSINESS ENTERPRISE (SBE)**

Contractor, including a non-profit corporation, must meet all of the following criteria to qualify as a Small Business Enterprise:

1. Maintains its principal place of business in Connecticut. ;
2. Has had gross revenues not exceeding fifteen million dollars (\$15,000,000) during its most recent fiscal year (Contractor shall not be considered a Small Business Enterprise if it is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars); and
3. Is independent, such that the viability of the Contractor does not depend on another person or company, as determined by an analysis of the Contractor’s relationship with any other person or company in regards to the provision of personnel, facilities, equipment, other resources, and financial support, including bonding.

**SCHEDULE B
CRITERIA FOR A MINORITY OWNED BUSINESS ENTERPRISE (MBE)**

Contractor must meet all of the following criteria to qualify as a Minority Owned Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Business Enterprise;
2. At least 51% of the capital stock, if any, or assets are owned by a person or persons who:
 - i. Exercise operational authority over the daily affairs of the enterprise;
 - ii. Have the power to direct the management and policies and receive the beneficial interest of the enterprise;
 - iii. Possess managerial and technical competence and experience directly related to the principal activities of the enterprise; and
 - iv. Are members of a minority as defined in section 32-9n of the Connecticut General Statutes, or are individuals with a disability.

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

As used in this section and sections 4a-60, 4a-60a, 4a-60g, 4a-62, 46a-56 and 46a-68c to 46a-68k, inclusive: "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Materials Innovation and Recycling Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM" (the "Agreement") with the Materials Innovation and Recycling Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes follow.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;



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 Materials Innovation and Recycling 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 1B 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>1B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 1B, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 1B, 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 investigation¹?</p> <ul style="list-style-type: none"> (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><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; the status of the investigation; and the outcome 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 any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <ul style="list-style-type: none"> (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><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 3B 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>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

¹ The phrase "civil investigation" means an investigation undertaken by a governmental entity (e.g., federal, state or municipal) that has investigative and enforcement authority (e.g., the Office of the Connecticut Attorney General, the Connecticut Ethics Commission, the Connecticut Elections Enforcement Commission, the federal Securities and Exchange Commission).

<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 investigation¹?</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; the status of the investigation; and the outcome 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 _____ 20__

 Notary Public/Commissioner of the Superior Court



BUSINESS DISCLOSURE FORM

1. CONFLICTS OF INTEREST

In the space below, disclose any material assignments, relationships or other employment that the Proposer or any employee of the Proposer has with any member of MIRA's Board of Directors,* any MIRA employee, law firms, governmental entity, or other person or entities that may create a conflict of interest or the appearance of a conflict of interest in providing the Work to MIRA.

**a list of Directors is available on the MIRA website at www.ctmira.org*

[Attach Additional Pages If Necessary]

2. CONFLICT OF INTEREST MEASURES

In the space below, discuss any measures that the Proposer either has in place or would take to identify, disclose and resolve any possible conflicts of interest.

[Attach Additional Pages If Necessary]

A large, empty rectangular box with a thin black border, intended for the proposer to discuss any measures taken or planned to identify, disclose, and resolve conflicts of interest. The box is currently blank.

3. BUSINESS WITH MAJOR MIRA CONTRACTORS

MIRA has made payments of over \$100,000 a year to the organizations named on the MIRA Vendor List on Page 4 of this Form. If the Proposer has represented any of these organizations (or their subsidiaries or affiliates), in the table below list the name of the organization, the matter(s) on which the Proposer represented the organization and the fees received from the organization in the past three (3) years. Representation of these clients will not necessarily result in disqualification from work with MIRA. The nature and extent of the representation of such clients, appropriate conflict of interest rules and the nature and extent of proposed representation of MIRA will all be considered.

[Attach Additional Pages If Necessary]

Organization	Matter on Which Represented Organization	Fees Received in Past 3 Years

**MIRA Vendor List (FY 2017)
Payments Greater than \$100,000**

100-200 CORPORATE PLACE
AMERICAN ARBITRATION ASSOC
BEECHER CARLSON/MASTER TRUST
ST OF CT COMMISSIONER OF REVENUE SERVICES
COMPLETE DISPOSAL COMPANY
CONNECTICARE, INC.
COPE'S RUBBISH REMOVAL
CONNECTICUT, STATE OF, DEEP
CWPM, LLC
DIME OIL COMPANY
ELECTRICAL ENERGY SYSTEMS CORPORATION
EVERSOURCE ENERGY
FIDELITY INVESTMENTS
HALLORAN AND SAGE LLP
HARTFORD, CITY OF
KAINEN ESCALERA & MCHALE PC
METROPOLITAN DISTRICT COMMISSION
NAES CORPORATION
NEXTERA ENERGY POWER MARKETING, LLC
PFIZER INC
PREMIUM ASSIGNMENT CORPORATION
WHEELABRATOR TECHNOLOGIES INC



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* 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.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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.



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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3

Proposal Form 10



ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"



IRAN CERTIFICATION FORM (OPM Form 7)

This form must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Materials Innovation and Recycling Authority.

I, _____ (name), _____ (title) of _____ (firm name, hereafter "Respondent") an entity duly formed and existing under the laws of _____, being duly sworn, hereby depose that:

- i. I am over the age of eighteen and understand and appreciate the obligations of an oath
- ii. Respondent seeks to enter into the "Agreement For DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM" (the "Agreement") with the Materials Innovation and Recycling Authority; and
- iii. Respondent hereby certifies as follows:

Section 1: APPLICABILITY

Check applicable box (must be completed regardless of where the Respondent's principal place of business is located):

Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the Section 2: Certification portion of this form, but are still required to complete Section 3 of this form.**

Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **Respondents who check this box are required to complete all sections of this form.**

Please complete this form as specified in this Section 1 and submit it with the RFB, RFP or RFQ response or contract package if there was no RFB, FRP, or RFQ process.

Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

Section 2: CERTIFICATION

Pursuant to P.A. No. 13-162, upon submission of a bid, or prior to executing a large state contract if no bid process was conducted, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Section 3: AFFIRMATION

Note: This Section 3 must be completed even if Section 2 of this form was not required based on the responses in Section 1 of this form.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)



**Form of AGREEMENT
EXCEPTION FORM**

Using this form (add additional sheets of paper as needed), Proposer shall identify any portion of the (form of) Agreement that Proposer desires to take exception to, if any.

Proposer shall be specific regarding any exceptions listed. Proposer shall describe in detail the portion(s) of the Services or Agreement terms that the Proposer is taking exception to and why. Proposer shall also describe what, if any, alternative services, terms, or conditions Proposer is willing to provide or accept as a substitution for the Service, terms, or conditions to which Proposer has taken exception, if any.

If Proposer does not take exception to any portion of the (form of) Agreement, Proposer shall simply indicate below that Proposer "takes no exceptions", and submit this form along with the other Proposal forms as part of its Proposal submittal.

Note that MIRA will negotiate with Proposer on only those items identified by Proposer on this Business Exception Form. Also note that revisions to (form of) Agreement will be at MIRA's sole discretion.

Description of Exception Item	Reason for Exception	Proposed Alternative
1.		
2.		
3.		

Description of Exception Item	Reason for Exception	Proposed Alternative
4.		
5.		
6.		
7.		
8.		

**REQUEST FOR PROPOSALS
FOR
DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE
DIVERTED FROM THE CONNECTICUT SOLID WASTE
SYSTEM**

SECTION 4

**OPTIONAL ALTERNATE- TRANSPORTATION
PROPOSAL FORMS**

Includes:

- 4.1 Transportation Subcontractor Business Information Form**
- 4.2 Vehicle Safety Standards Compliance Form**
- 4.3 Transportation Price Form**
- 4.4 Additions To Final Transportation Agreement (*informational*)**



**BUSINESS INFORMATION FORM
For Contractor's Transporter**

If the Bidder/Proposer/Statement of Qualifications Submitter (hereinafter in this form referred to as "Contractor") submits an Optional Alternate Proposal to include transportation services in their Proposal, Contractor must provide the information requested in the following sections about the firm that is providing those transportation services (hereafter in this form the "Contractor's Transporter").

1. INFORMATION REGARDING CONTRACTOR'S TRANSPORTER

Name of Entity:					
Central Office/ Headquarters Address:	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Servicing Office Address (if different than Central Office/ Headquarters Address):	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Name of Parent Company (if any):					
Entity's Legal Structure:		<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture		
		<input type="checkbox"/> Partnership	<input type="checkbox"/> Public Entity		
		<input type="checkbox"/> Other			
State in Which Entity is Legally Organized:					
Year Entity Started:		Number of Employees:		Number of Offices:	
Location(s) of Offices (City and State):					
Provide a brief summary of the history of the Contractor's Transporter and their principal lines of work.					

2. INFORMATION REGARDING CONTRACTOR'S TRANSPORTER'S FLEET

In the box below or in a separate format attached hereto this business information form, please provide information about the Contractor's Transporter's vehicle fleet and staffing plan that will help MIRA to evaluate the ability of the proposer to complete the Services (add additional sheet as needed - not to exceed two pages). Please include the following details:

- Information regarding type and number of trucks and trailers that will be utilized to provide the services;
- How many of the trucks needed to perform the Services are currently owned by Contractor's Transporter and available to complete the Services. If not currently owned, please provide information regarding Contractor's Transporter's plan to purchase or lease additional trucks and trailers;
- Explain Contractor's Transporter's staffing plan to perform the Services, including mobilization activities and schedule, safety training protocols, and contingency plans in the event that services are disrupted.

3. CONTRACTOR REFERENCES

In space below, provide the names of three (3) non-MIRA references who can attest to the quality of work performed by the Contractor's Transporter. Include job title, the name, address and phone number of the business and a brief description of the work performed for each reference.

3.1 REFERENCE 1

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

3.2 REFERENCE 2

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

3.3 REFERENCE 3

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	



VEHICLE SAFETY STANDARDS COMPLIANCE FORM

If the Bidder/Proposer/Statement of Qualifications Submitter (hereinafter in this form referred to as "Contractor") submits an Optional Alternate Proposal to include transportation services in their Proposal, the firm who is providing these transportation services (hereafter in this form the "Contractor's Transporter") is required to be in compliance with and not limited to the following Federal Motor Carrier Safety Administration and State of Connecticut D.O.T. vehicle safety requirements.

This section must be fully completed and a **NO** answer should be addressed in writing and attached to this Form in the Proposer's Proposal.

	Yes	No
1. Proposer's drivers or their sub-contracted drivers have a CDL or are licensed to drive both in and out of the State of Connecticut.	<input type="checkbox"/>	<input type="checkbox"/>
2. Proposer(s) has record on file of driver's vehicle driving record.	<input type="checkbox"/>	<input type="checkbox"/>
3. Proposer(s) has records of vehicles being used regarding transport weight capacity and compliance with Federal and Connecticut DOT safety guidelines.	<input type="checkbox"/>	<input type="checkbox"/>
4. Proposer(s) has vehicle maintenance procedures/schedules for both its and its sub-contractor vehicles.	<input type="checkbox"/>	<input type="checkbox"/>
5. Proposer(s) has safety procedures for its and its sub-contractor vehicles regarding Hand-Operated Controls, Foot Operated Controls, and Dash Board Displays as outlined in both the Federal and Connecticut State Safety Standards.	<input type="checkbox"/>	<input type="checkbox"/>

By (Signature): _____

Name (Print): _____

Proposer Name: _____



**TRANSPORTATION
FEE FORM**

If the Contractor/Proposer/Statement of Qualifications Submitter (hereinafter in this form referred to as “Contractor”) submits an Optional Alternate Proposal to include transportation services in their Proposal, Contractor shall provide, in the following table(s), the following information related to the Contractor’s proposed fee to transport diverted MSW from each CSWS facility specified herein to each disposal facility proposed by the Contractor:

- (a) The distance in miles from each of the CSWS facilities specified herein to the Contractor’s proposed Disposal Facility;
- (b) The Transportation Fee per ton for which Contractor proposes to divert such MSW.

A Contractor will only be considered for providing MSW diversion transportation and disposal work for those facilities for which it has provided the requested information. Contractor is not required to propose to provide MSW diversion transportation and disposal work for each MIRA MSW Facility. Contractor may propose to provide such work from one or more such Facilities.

This Transportation Fee will be adjusted as follows:

1. Overview: The Transportation Fee (“TF”) will be adjusted in two parts as provided in Subsection 2 and Subsection 3 below. The TF will be separated into a non-fuel based portion (“TF_{non-fuel}”) and a diesel fuel based portion (“TF_{fuel}”) based on the following formula:

$$TF_{\text{non-fuel}} = 0.85 \times TF_{\text{orig}}$$

$$TF_{\text{fuel}} = 0.15 \times TF_{\text{orig}}$$

where TF_{orig} is the Transportation Fee in effect on July 1, 2017.

2. Annual Adjustment: The TF_{non-fuel} portion set forth in Subsection 1 shall be adjusted annually to reflect seventy-five percent (75%) of the annual change in the Consumer Price Index (“CPI”) (Series ID Number CUUR0100SA0) for Northeast Urban, All Urban Consumers (1982-84 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

$$TF_{\text{non-fuel}} = TF_{\text{non-fuel } n-1} \times (1 + .75 \times ((CPI_n - CPI_{n-1})/CPI_{n-1}))$$

where TF_{non-fuel n-1} is the TF_{non-fuel} for the immediately preceding Contract Year; CPI_n is, for any Operating Year, CPI for the month of June immediately preceding such Operating Year; and “CPI_{n-1}” is, for any Operating Year, CPI for the month of June immediately preceding the Operating Year that immediately precedes such Operating Year.

3. **Monthly Fuel Adjustment:** The TF_{fuel} portion set forth in Subsection 1 shall be adjusted monthly based on the following formula to reflect one hundred percent (100%) of the monthly change in the Northeast Urban Automotive Diesel Fuel (Series ID Number APU010074717) (“CPI Fuel” or “CPIF”) as published monthly by the U.S. Department of Labor, Bureau of Labor Statistics from those in effect July 2017 .

$$TF_{fuel} = TF_{basefuel} \times (CPIF_{current}/CPIF_{base})$$

where $CPIF_{current}$ is the CPI Fuel price for the month in which the service occurred and $CPIF_{base}$ is the CPI Fuel price on July 1, 2017.

Disposal Facility 1 (identify)	
---------------------------------------	--

	CSWS Facilities			
	RRF (in Hartford)	Essex TS	Torrington TS	Watertown TS
Distance (in miles) from each CSWS Facility to Disposal Facility	miles	miles	miles	miles
Proposed Per-ton Transportation Fee	\$ Per Ton	\$ Per Ton	\$ Per Ton	\$ Per Ton

Disposal Facility 2 (identify)	
---------------------------------------	--

	CSWS Facilities			
	RRF (in Hartford)	Essex TS	Torrington TS	Watertown TS
Distance (in miles) from each CSWS Facility to Disposal Facility	miles	miles	miles	miles
Proposed Per-ton Transportation Fee	\$ Per Ton	\$ Per Ton	\$ Per Ton	\$ Per Ton

Disposal Facility 3 (identify)	
---------------------------------------	--

	CSWS Facilities			
	RRF (in Hartford)	Essex TS	Torrington TS	Watertown TS
Distance (in miles) from each CSWS Facility to Disposal Facility	miles	miles	miles	miles
Proposed Per-ton Transportation Fee	\$ Per Ton	\$ Per Ton	\$ Per Ton	\$ Per Ton

Disposal Facility 4 (identify)	
---------------------------------------	--

	CSWS Facilities			
	RRF (in Hartford)	Essex TS	Torrington TS	Watertown TS
Distance (in miles) from each CSWS Facility to Disposal Facility	miles	miles	miles	miles
Proposed Per-ton Transportation Fee	\$ Per Ton	\$ Per Ton	\$ Per Ton	\$ Per Ton

Disposal Facility 5(identify)	
--------------------------------------	--

	CSWS Facilities			
	RRF (in Hartford)	Essex TS	Torrington TS	Watertown TS
Distance (in miles) from each CSWS Facility to Disposal Facility	miles	miles	miles	miles
Proposed Per-ton Transportation Fee	\$ Per Ton	\$ Per Ton	\$ Per Ton	\$ Per Ton

Contractor affirms that the Proposed Transportation Fees, as such fees may be adjusted as set forth herein, represent the entire cost to complete the transportation portion of the Work in accordance with the Contract Documents, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the transportation portion of the Work, and that each and every such claim is hereby expressly waived by Contractor.

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

Optional Transportation Proposal – Additions to Final Transportation Agreement (informational)

As specified in Section 14 of the Request For Proposals (Section 1 of the RFP Package Documents), if Proposer submits an Optional Alternate Proposal to include transportation services in their Proposal, and if such Optional Alternate Proposal is accepted by MIRA, MIRA reserves the right to add additional language into the final agreement related to these transportation services, including the language below:

1. Covenants and Representations

If Contractor submits an Optional Transportation Proposal, which is accepted by MIRA, then the following will be added to Section 1.3.1 of the final Agreement.

- (a) The motor vehicles Contractor utilizes for the Work under this Agreement are not and will not be in violation of any Connecticut Department of Motor Vehicles or Federal Motor Carrier Safety Administration safety regulations.
- (b) Contractor (directly or through its Subcontractor) either has full ownership of the vehicles and Trailers or has enforceable rights to use the vehicles and Trailers, including any rights that may exist under a lease or other operational agreement with the owner (the "Designated Transportation Facility Operator"), for the continued use of the vehicle and Trailers through the term of this Agreement. As the owner or Designated Transportation Facility Operator or both, Contractor (directly or through its Subcontractor) has full Governmental Approval and Permits for the lawful operation of the vehicles and Trailers and shall continue to maintain such Governmental Approvals and Permits through the term of this Agreement.
- (c) Contractor (directly or through its Subcontractor) has all permits, approvals and licenses issued by any Governmental Authority that are necessary or required to haul, transport, ship and dispose of the MSW. Contractor shall provide all such documents evidencing that such permits, approvals and licenses have been obtained and that Contractor is in good standing upon MIRA's request.
- (d) Contractor represents that it has, by careful examination, satisfied itself as to the nature, scope, and location of the Work to be performed under this Agreement; the configuration of each Facility; the character, quality, and quantity of the materials to be encountered; the character, quality, and quantity of equipment, materials, and CSWS RRF needed preliminarily and throughout Contractor's performance of the Work; the general and local conditions; the availability of labor and materials; the Applicable Laws relating to Contractor's performance of the Work under this Agreement; and other matters which may affect Contractor's performance of the Work under this Agreement. Having made such examinations essential to an understanding of the Work and the difficulties which may be encountered, Contractor represents that it has the necessary skill and expertise to

accomplish the Work under this Agreement.

- (e) Contractor shall provide MIRA with immediate notice of any motor vehicle accidents in which the Contractor, its employees, or its Subcontractors are involved in the performance of the Work.
- (f) Contractor shall require any Subcontractors to comply with Applicable Laws governing drug and alcohol testing of its employee drivers.
- (g) Contractor shall cause, and shall cause any Subcontractors to cause, all of its vehicles used to perform work under this Agreement to comply with all Applicable Laws and to perform safety and maintenance inspections to ensure that all vehicles are safe to operate and maintained in good working order, including frequent inspections of brakes and equipment necessary to safely secure Trailers to vehicles. Contractor (or its Subcontractor) shall maintain accurate records of such inspections. No vehicle that is not thoroughly maintained in good working order shall be used for Work provided under this Agreement. MIRA shall have the right, but is not required, to review all inspection reports upon request.
- (h) Each motor vehicle utilized for this Agreement shall be in full compliance with all the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, as they may be amended, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
- (i) Each individual who uses or operates a motor vehicle at any time in the performance of this Agreement shall have and maintain a motor vehicle Facility Operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. The license shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles or other applicable jurisdiction for any reason or any cause.
- (j) Each motor vehicle used in the performance of this Agreement is duly registered with the Connecticut Department of Motor Vehicles in accordance with all applicable Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles for any reason or cause. If such motor vehicles are not registered with the Connecticut Department of Motor Vehicles, then it shall be duly registered with another state or commonwealth in accordance with such state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such state or commonwealth for any reason or cause.

2. Transportation work

If Contractor submits an Optional Transportation Proposal, which is accepted by MIRA, then the following will be added to the Scope of Work in Section 2 of the final Agreement.

2.1 CONTRACTOR HAULING RESPONSIBILITIES

Upon notification by MIRA that a Diversion has begun, Contractor shall be responsible for furnishing all labor, materials, supplies, tools, equipment, trucks, and other facilities and necessary appurtenances or property for or incidental to the performance and completion of said transportation of MSW from the CSWS facility(ies) as specified by MIRA at that time to the Disposal Site(s) specified in **Exhibit E** (the “Work”) in accordance with the schedule in **Exhibit B**. Trucks for the transport of MSW shall be supplied by Contractor and meet the permit requirements of MIRA, the Disposal Facility, and any other governmental regulatory bodies.

2.2 TRUCKS TO BE PROVIDED BY CONTRACTOR

The trucks provided by the Contractor shall be 100 cubic yard transfer trailers with open top loading. MSW loads shall be covered by the Contractor and kept covered during transport to Disposal Sites to avoid spillage.

All trucks will be inspected periodically by Contractor to assure compliance with these requirements. Contractor shall be responsible for any fines, penalties, enforcement actions and associated costs of such action and all costs associated with clean-up or correction of spills resulting from the transportation of the MSW in Contractor’s hauling vehicles.

2.3 LOADING

MIRA or its agents shall be responsible for assuring that Contractor’s trucks are properly loaded at the MIRA CSWS Facilities and that the Contractor’s trucks, when properly permitted have proper access to the MIRA MSW Facilities. Contractor recognizes that there will be some delays in the loading of its trucks associated with the normal business operations of the MIRA MSW Facilities.

Prior to its transportation and disposal of any MSW, Contractor shall provide MIRA with written evidence that it has fulfilled all of the permitting obligations required by the Disposal site operator to dump at the Disposal Site.

3. TRANSPORTATION FEES

If Contractor submits an Optional Transportation Proposal, which is accepted by MIRA, then the following will be added to the Service Fees and Payments in Section 3 of the final Agreement.

In addition to the Disposal Fee set forth in Section 3.1 of the Agreement, for every ton of diverted MSW which Contractor transported from a CSWS Facility to a Designated Disposal Facility, the Transportation Fee, as set forth in Exhibit B of this Agreement, shall compensate the Contractor for all Transportation Work provided under this Agreement, including but not limited to the cost of all labor, equipment, utilities, fuel, chemicals, materials, supplies, insurances and financial security instruments, permits and authorizations, and third-party services and equipment, required to fulfill Contractors transportation obligations under this Agreement.

**REQUEST FOR PROPOSALS
FOR
DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE
DIVERTED FROM THE CONNECTICUT SOLID WASTE
SYSTEM**

**SECTION 5
(FORM OF) AGREEMENT
FOR
DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE
DIVERTED FROM THE CONNECTICUT SOLID WASTE
SYSTEM (AND EXHIBITS A-K THERETO)**

AGREEMENT FOR DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM

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AGREEMENT FOR DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM

This AGREEMENT FOR DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM (this “Agreement”) is made and entered into as of the ___ day of [Month], 20___ (the “Commencement Date”), by and between the **MATERIALS INNOVATION AND RECYCLING AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067 (“**MIRA**”), and [NAME OF SUCCESSFUL PROPOSER], having its principal offices at [ADDRESS OF SUCCESSFUL PROPOSER] (hereinafter “**Contractor**”).

PRELIMINARY STATEMENT

MIRA is the owner of a hub-and-spoke system of facilities collectively known as the Connecticut Solid Waste System (“**CSWS**”), which includes The Resource Recovery Facility in Hartford, Connecticut (“**the CSWS RRF**”); and transfer stations located in Essex, Torrington, and Watertown, Connecticut. From time to time MIRA must divert certain Municipal Solid Waste (“**MSW**”) from one or more facilities within the CSWS to an alternate disposal facility.

Contractor is the owner and/or operator of a landfill, waste-to-energy facility and/or transfer station (each a “Disposal Facility”) permitted to accept MSW, which will accept MSW from the MIRA’s CSWS subject to the terms and conditions herein.

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

Capitalized terms used in this Agreement and in other Contract Documents, shall have the meanings set forth herein. If not otherwise defined, Capitalized terms shall have the meanings as set forth in **Exhibit A** of this Agreement.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) 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;
- (b) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (c) 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 Commencement Date;
- (d) 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;
- (e) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (f) 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,
- (g) 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.
- (h) All Exhibits to this Agreement are incorporated into the body of this Agreement as part hereof.

1.3 Covenants and Representations.

1.3.1 Covenants and Representations of Contractor.

Contractor represents, warrants and covenants to MIRA that:

- (a) Contractor is a [MIRA to insert form of organization into final agreement] 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 or, if applicable, Guarantor.
- (b) 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.

- (c) 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, nor 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 (except where the same would not have a material adverse effect on Contractor's ability to perform the Work hereunder).
- (d) 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.
- (e) Contractor is not currently in breach of or in default under any Applicable Laws that would materially adversely affect Contractor's ability to perform the Work hereunder, and Contractor has obtained all required Permits, approvals, and registrations necessary to dispose of MSW.
- (f) The Designated Disposal Facility(ies) are in compliance with all Applicable Laws that pertain to the ownership, design, construction and continued operation of such Designated Disposal Facility(ies)
- (g) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or threatened against Contractor from which an unfavorable decision, ruling or finding would materially and adversely affect or enjoin the performance by Contractor of its obligations to perform the Work 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.
- (h) Contractor is capable of and shall diligently (1) defend itself against any and all actions and causes of action pending (or threatened) against it that would, irrespective of the merits thereof, materially adversely affect the ability of Contractor to perform the Work and its obligations and observe its covenants and representations hereunder, and (2) prosecute any and all claims, which if waived or permitted to lapse, would materially adversely affect the ability of Contractor to perform the Work and its obligations and observe its covenants and representations hereunder; provided, however, that Contractor shall provide to MIRA notice of all such actions, causes of action and claims within seven (7) days of Contractor's receipt or filing thereof, as the case may be.

- (i) Contractor agrees that, pursuant to Conn. Gen. Stat. § 22a-270 (as the same may be amended or superseded from time to time) MIRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to Conn. Gen. Stat. § 12-412(92) (as the same may be amended or superseded 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 [MIRA] . . . whether such purchases are made directly by MIRA or are reimbursed by MIRA to the lessee or Facility Operator of such project” is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge MIRA any State of Connecticut taxes or assessments at any time in connection with Contractor’s performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to MIRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to MIRA in any request for proposal or other submittal or proposal to MIRA in connection with this Agreement.
- (j) Contractor either has full ownership of the Designated Disposal Facility(ies) or has valid, unconditional and enforceable rights to use the Designated Disposal Facility(ies), including any rights that may exist under a lease or other operational agreement with the owner (the "Designated Disposal Facility Operator"), for the continued use of the Designated Disposal Facility(ies) through the term of this Agreement. As the owner or Designated Disposal Facility Operator or both, Contractor has full Governmental Approval and Permits for the lawful operation of the Designated Disposal Facility(ies) and shall continue to maintain such Governmental Approvals and Permits, through the term specified in this Agreement. During the term of any Delivery Confirmation executed between the Parties, the form of which is included as **Exhibit C** of the Agreement, Contractor agrees not to sell, assign or otherwise transfer ownership of its enforceable rights to use the Designated Disposal Facility(ies) without the prior written consent of MIRA (not to be unreasonably withheld or delayed).
- (k) The Designated Disposal Facility(ies) have sufficient capacity, as specified in Exhibit B, for the disposal of the MSW under this Agreement for the entire term hereof, or portion hereof specified in Exhibit B and Contractor shall, during the term of this Agreement, be able to make available within the time frame(s) specified in Exhibit B, sufficient capacity at the Designated Disposal Facility(ies) for all MSW transported and delivered under this Agreement, up to the Total Available Capacity specified in Exhibit B..

- (l) During the term of this Agreement, Contractor shall (directly or through its Sub-contractors), or cause others to, own, operate and maintain, at all times, the equipment necessary to perform the Work under this Agreement and the Designated Disposal Facility(ies) in compliance with all Applicable Laws and shall take all actions necessary to maintain all permits, licenses and approvals necessary to perform the Work under this Agreement, including, without limitation, for the lawful ownership, operation and maintenance of the Designated Disposal Facility(ies). In addition, if during the term of this Agreement, additional Permits, are required or compliance with additional governmental requirements is required in order to perform the Work under this Agreement, including, without limitation, to utilize the Designated Disposal Facility(ies) in the manner contemplated by the terms of this Agreement, Contractor shall apply for and obtain such additional Permits or comply with such additional requirements on a timely basis or initiate legal proceedings to contest such additional Permits or requirements. If Contractor fails to obtain such necessary permits due to its own actions, MIRA shall have the right, upon notice to Contractor, to make alternative arrangements for the disposal of MSW and Contractor shall reimburse MIRA for all costs incurred in making such alternative arrangements within thirty days of receiving such invoice from MIRA.
- (m) Contractor shall provide, or cause MIRA to be provided, with notice of the revocation of any Permits, including any applicable Beneficial Use Determination (“BUD”), the denial of any subsequently required Permits, or if a Designated Disposal Facility does not meet all requirements of Applicable Law, within forty-eight (48) hours of Contractor’s receipt thereof. In addition, Contractor shall provide or cause MIRA to be provided with true, correct and complete copies of any written notice of substantial non-compliance issued by any Governmental Authority, within three (3) days of Contractor’s receipt thereof.
- (n) The Designated Disposal Facility(ies) are permitted by any applicable Governmental Authority to accept MSW. Contractor shall provide copies of all such permits, licenses or approvals and evidence that Contractor is in good standing upon MIRA’s request.
- (o) The Designated Disposal Facility(ies) are not in the National Priorities List, CERCLIS or any similar list established or maintained by any state Governmental Authority nor has the owner or the Facility Operator been notified that the Designated Disposal Facility(ies) are subject to investigation for inclusion on any such list by any applicable Governmental Authority.
- (p) Contractor shall provide MIRA with notice of any violations, citations, suits, regulatory proceedings, or prosecutions, received by or commenced against the Contractor, its employees, or its Subcontractors in connection with the performance of the Work, in each case within twenty four hours (24) of Contractor’s receipt thereof.

- (q) Contractor shall provide MIRA with notice of any notices of violations, orders, warnings, letters of noncompliance from any Governmental Authority, violations, citations, suits, regulatory proceedings, claims, or prosecutions, received by or commenced against the Contractor, its employees, or its Subcontractors in connection with the ownership and operation of the Designated Disposal Facility(ies) or with Contractor's transportation work, in each case within twenty four hours (24) of Contractor's receipt thereof.
- (r) Contractor shall be responsible for the prompt payment of any and all fines, penalties, or other monetary violations associated with the Work provided under this Agreement.
- (s) Contractor represents and warrants that it is aware of and understands the hazards which are presented to persons, property, and the environment in the performing of disposal of MSW as described in this Agreement.

1.3.2 Covenants and Representations of MIRA.

MIRA represents, warrants and covenants to Contractor that:

- (a) MIRA 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 MIRA (1) has been duly authorized by the governing body of MIRA, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to MIRA or any provisions of MIRA's charter, by-laws or resolutions.
- (c) The execution and delivery of this Agreement by MIRA, and the performance of all its obligations set forth herein do not conflict with, and will not, nor 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 MIRA or any agreement, indenture, mortgage, trust, contract, permit or instrument to which MIRA is a party or by which MIRA is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of MIRA, enforceable against MIRA 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.

- (d) 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 MIRA, threatened against MIRA that in any way would materially and adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by MIRA in connection with the transaction contemplated hereby.
- (e) Although Contractor is solely responsible for obtaining all Permits, including BUDs required to effectuate the performance of its obligations under this Agreement, MIRA shall cooperate with Contractor in all reasonable respects, with no cost or liability to MIRA, to procure and maintain any Permits that shall be necessary for Contractor to perform its obligations under the terms of this Agreement.

2. Work.

2.1 General.

Contractor shall accept and dispose of all MSW diverted from the CSWS in accordance with the terms and conditions of this Agreement at the Designated Disposal Facility(ies) (as specified in Exhibit E) upon notice from MIRA that MIRA is diverting MSW from the CSWS (as set forth in Section 2.2 below).

MIRA will be responsible for arranging, with one or more subcontractors (each a “Transportation Subcontractor”), for the transportation of the diverted MSW, in 100-yard transfer trailers (each full trailer of which being a “Load”) from the CSWS to the Designated Disposal Facility. Further, MIRA will be responsible for ensuring that the firm(s) which transports the diverted MSW complies with all permits and other requirements needed to access the Contractor’s Designated Disposal Facility.

2.2 Diversion Scenarios

[RFP Note: MIRA to modify this Section 2.2 depending on the proposals received]

This agreement contemplates that during the Term of the Agreement, there are three scenarios (each a “Diversion Scenario”) for which MIRA may need to divert MSW from the CSWS to the Contractor’s Designated Disposal Facility. An overview of each of these scenarios is outlined herein this Section 2.2.

2.2.1 ROUTINE DIVERSION SCENARIO

2.2.1.1 Routine Diversion Overview

From time to time, due to outages during periods of maintenance, repair, or during periods of high waste deliveries, the RRF cannot consume all of the waste flowing into the CSWS, and some of that waste must be temporarily diverted to other dispos-

al facilities.

2.2.1.2 Routine Diversion Notification Process

When a routine on-call diversion occurs, MIRA shall immediately notify the Contractor of MIRA's need to divert. Within 24 hours of such notification, the Contractor agrees to begin accepting at least one Load per day of MSW diverted from the CSWS. In addition, upon request from MIRA, within a period of time as specified in Exhibit B, the Contractor agrees to take a number of additional loads (each an "Additional Load") the number of which additional loads is specified in Exhibit B.

2.2.2 CATASTROPHIC INTERRUPTION SCENARIO

2.2.2.1 Catastrophic Interruption Overview

This Catastrophic Interruption scenario contemplates that there is an unforeseen catastrophic event that is beyond MIRA's control that prevents the RRF from being able to process a significant portion of, up to and including all of the waste flowing into the CSWS until the event is cured, and that such event subsequently requires the diversion some or all of the MSW flowing into the RRF. This scenario may, but does not necessarily correlate to the filing of a business-interruption insurance claim.

2.2.2.2 Catastrophic Interruption Notification Process

When a Catastrophic Interruption diversion occurs, MIRA shall immediately notify the Contractor of MIRA's need to divert. Within 24 hours of such notification, the Contractor agrees to begin accepting at least one Load per day of MSW diverted from the CSWS. In addition, upon request from MIRA, within a period of time as specified in Exhibit B, the Contractor agrees to take a number of additional loads (each an "Additional Load") the number of which additional loads is specified in Exhibit B.

2.2.3 ECONOMIC WIND DOWN SCENARIO

2.2.3.1 Economic Wind Down Overview

There are plans to complete a redevelopment of the RRF within the next 5-10 years. This Economic Wind-Down Scenario contemplates that at some point during the Term of this Agreement, MIRA may determine that the current RRF is not able to operate continuously until the date that any facility that succeeds the RRF is able to commence full operations (the Successor In-Service Date), and that during the period in between, some or all of the MSW then- currently flowing into the CSWS must be diverted.

2.2.3.2 Notification Process

MIRA may make the determination at some point within the Term of this Agreement that the CSWS RRF can no longer accept all of MSW coming into the CSWS until a redevelopment of the CSWS RRF occurs (a “Wind-Down Commencement”). At least 6 months prior to the Wind-Down Commencement, MIRA will notify the Contractor in writing of the intended Wind Down (a “Wind-Down Notice). Within six (6) months of the date that Contractor receives the Wind-Down Notice, Contractor agrees to begin accepting all non-interruptible MSW diverted from the CSWS up to the total amount specified in Exhibit B until the sooner of a) the Successor In-Service Date or b) the Termination of this Agreement..

2.3 Delivery Confirmation Form

The tonnage and/or number of loads of diverted MSW that the Contractor agrees to accept from MIRA, and the term during which they agree to accept those loads, will be codified in writing as soon as practicable after a diversion begins, either via a Delivery Confirmation Form executed between the Parties, or other written confirmation agreed to by the Parties in which both Parties affirmatively agree to a Delivery Confirmation term and quantity of tons.

Although MIRA makes no guarantees to deliver a specific quantity of, or any, MSW to the Contractor during the overall Term of the Agreement, nothing herein precludes the Parties from agreeing to a specific guaranteed-tonnage commitment of MSW that MIRA agrees to divert from the CSWS to Contractor’s Disposal on a short term basis during the term of a specific Delivery Confirmation.

2.4 Verification

MSW being diverted from the CSWS will be weighed at the outbound scales of the CSWS RRF or CSWS transfer station from which it is being diverted. All weight tickets issued for diverted MSW leaving the CSWS shall contain the name of the intended Designated Disposal Facility.

At a Designated Disposal Facility, Contractor shall provide to MIRA’s Transportation Subcontractor a receipt showing that the load has been delivered. Further, the Contractor shall provide to MIRA’s Transportation Subcontractor a weight ticket showing the amount of MSW delivered.

MIRA shall cause the CSWS to provide weekly reports (electronic if available) showing each load of MSW that is diverted out of a CSWS facility to be delivered to Contractor including date, time, ticket number, truck number, gross weight, tare weight, net weight and intended Designated Disposal Facility. These reports shall be run for the period covering Sunday – Saturday, except the last and first week of each month, which report will be split by month. This report shall be available two (2) business days following the period covered.

All scales used at the CSWS facilities shall at least annually be certified as accurate in accordance with the standards set by Applicable Laws.

2.5 Notice of Change.

Contractor shall immediately provide MIRA with written notice of any change or changes in a Designated Disposal Facility or the operations thereof. Contractor shall immediately notify MIRA upon receipt of any notice, claim, letter of non-compliance, potential violation or suit or proceeding received from any Governmental Authority, adjacent property owner, citizen suit, third party or any Person relating to a Designated Ash Disposal Facility.

2.6 Process for Designating a New Designated Disposal Facility

Contractor may provide MIRA with a written list of alternative landfills (that are at a minimum Subtitle D permitted landfills), waste-to-energy facilities, or transfer stations which may be used in the completion of the Work (each an “Alternate Disposal Facility”). Upon written approval by MIRA, such Alternate Disposal Facility shall be deemed a Designated Disposal Facility under this Agreement, listed in Exhibit E, and MSW which MIRA diverts from the CSWS may be disposed of therein.

2.7 Inspection Rights.

(a) MIRA may, at its option and upon reasonable notice and during normal operating hours, inspect the condition of and manner of operation at a Designated Disposal Facility, and review Permits, permit applications and operating plans for a Designated Disposal Facility. Contractor acknowledges that MIRA shall have no obligation to conduct such inspections and reviews, and that MIRA’s failure to do so shall in no event constitute a waiver of Contractor’s responsibility to comply with all Applicable Laws.

(b) In the event that MIRA, in the course of its inspection and review conducted under Section 2.7(a), discovers any violation by Contractor or any of its employees, Subcontractors, or agents of any provision in this Agreement or any Applicable Laws, MIRA shall first provide Contractor with immediate notice of such violation and Contractor shall be wholly responsible for making any other required notifications pursuant to Applicable Law, including to Governmental Authorities. Contractor shall have the opportunity to cure such violation in accordance with Applicable Laws and the terms of Section 7.2 hereof.

3. Service Fees and Payments.

3.1 Disposal Fee.

From and after the Commencement Date, the Disposal Fee, as set forth in Exhibit B of this Agreement, shall compensate the Contractor for all Work provided under this Agreement, in-

cluding but not limited to the cost of all labor, equipment, utilities, fuel, chemicals, materials, supplies, insurances and financial security instruments, permits and authorizations, and third-party services and equipment, as well as the costs associated with displacing any of Contractor's existing customers required to fulfill Contractor's obligations

3.2 Sales and Use Tax Exemption.

Pursuant to Section 12-412 (92) of the Connecticut General Statutes, the provision of Work under this Agreement is exempt from the payment of sales and use tax, and the Transportation Prices and Disposal Prices provided for in this Agreement do not include any such tax. MIRA shall provide Contractor with a properly completed Connecticut Form CERT-131.

Pursuant to Section 22a-270 of the Connecticut General Statutes, MIRA 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 work or tangible personal property to be incorporated into or otherwise consumed in the operation of a MIRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the Service Fees, and Contractor shall not charge or pass through any Connecticut Taxes to MIRA, 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.

MIRA 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 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 under this Agreement and whether or not there is a mechanism available to Contractor for the reimbursement of taxes..

3.3 Billing and Payment.

On or before the tenth (10th) day of each month in which Contractor provided MIRA with disposal Services, Contractor shall issue to MIRA an itemized invoice for the charges due Contractor for all MSW disposed of by Hauler hereunder in the immediately preceding month, which invoice shall include, at a minimum, the following information: (i) billing period; (ii) for each load of MSW delivered by MIRA's Transportation Subcontractor: the date of the delivery, Transportation Subcontractor's truck number, tonnage amount, the outbound weight ticket number issued by the MIRA CSWS Facility for such load, a copy of the Bill of Lading from the disposal site; and (iii) the amount(s) of the applicable per Ton Service Fees due.

The MSW tonnage set forth on all invoices to be prepared and submitted by Contractor hereunder shall be based upon weight tickets issued by the Facility Operator, MIRA, or the Facility Operator of another scale approved by MIRA. Except as otherwise set forth herein, all of Contractor's invoices submitted under this Agreement shall be paid by MIRA not later than thirty-five (35) days from the date of MIRA's receipt thereof. Invoices shall be payable at the address specified for Contractor herein or at such other address as Contractor may specify pursuant to Section 9.9.

3.4 Invoice Disputes

In the event that MIRA disputes any amounts billed by the Contractor, MIRA may either (i) pay the disputed amount when otherwise due and provide the Contractor with a written statement indicating the amount that is being disputed, providing all reasons known to MIRA for its objection to or disagreement with such amount, or (ii) withhold payment of the disputed amount and provide the Contractor with written objection as aforesaid within the time when such amount would otherwise have been payable. When any billing dispute is finally resolved, if payment by MIRA to the Contractor of amounts withheld by MIRA or amounts paid under protest is required, such payment shall be made within forty-five (45) days of the date of resolution. To the extent that MIRA is not successful in disputing any amounts owed to Contractor, MIRA shall pay interest at the prime rate on the amount ultimately due to Contractor from the date it should have been paid. Payments made after such thirty-five (35) day period shall include interest at the prime rate.

3.5 Payment Obligations

All payment obligations of MIRA and Contractor under this Agreement shall survive the cancellation, expiration, interruption or termination of this Agreement.

4. Term

4.1 Term; Renewal Options.

The base term of this Agreement ("Base Term") shall begin on the Commencement Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, at 11:59 p.m. ET on June 30, 2023.

This Agreement may be extended upon mutual Agreement of the Parties a one-year extension period (an "Extension Term") which would begin on July 1, 2023 and end at 11:59 p.m. ET on June 30, 2024). This Agreement may be extended at MIRA's sole option of for one (1) additional one year extension period (an "Extension"). The Extension would begin on July 1, 2023 and end June 30, 2024.

RFP Note: MIRA reserves the right to modify this Term in any Agreement resulting from a Proposal in which Proposer's proposed Disposal Site(s) have available permitted capacity for some of the Term but not all of the Term.

4.2 Right to Terminate

Upon not less than 60 days written notice to Contractor, MIRA may elect to terminate this agreement (a "Termination") if MIRA ceases to exist, or no longer has beneficial ownership of or operational control over the CSWS. Prior to the Termination taking effect, the Parties will fulfill the terms of any Delivery Confirmation then in effect.

5. Indemnification.

5.1 Contractor Indemnity.

Contractor shall at all times protect, defend, indemnify and hold harmless MIRA and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) MIRA or any of its directors, officers, agents or employees, or (b) Contractor or any of its directors, officers, employees, agents or Subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents or Subcontractors; provided, however, such indemnity shall not include punitive and consequential damages arising out of injuries to the person (including death), damage to property or other damages alleged, except to the extent such damages arise from third party claims. Contractor further undertakes to reimburse MIRA for damage to property of MIRA caused by Contractor or any of its directors, officers, employees, agents or Subcontractors.

Contractor shall be liable for, and indemnify MIRA for, any environmental contamination or violations of any Environmental Laws caused by or resulting from the performance of the Work provided for in this Agreement by Contractor or its agents. The existence of insurance shall in no way limit the scope of indemnification under this section.

5.2 MIRA Indemnity

MIRA, to the extent permitted by law, shall at all times protect, defend, indemnify and hold harmless Contractor and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) MIRA or any of its directors, officers, agents or employees, or (b) Contractor or any of its directors, officers, employees, agents or Subcontractors, 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 MIRA or any of its directors, officers, employees, agents or subcontractors; provided, however, such indemnity shall not include punitive and consequential damages arising out of injuries to the person (including death), damage to property or other damages alleged, except to the extent such damages arise from third party claims.

MIRA further undertakes, to the extent it is permitted by law, to reimburse Contractor for damage to property of Contractor caused by MIRA or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of indemnification under this section.

5.3 Contribution and Waiver.

Except with respect to claims to which Contractor is entitled to indemnification from MIRA pursuant to Section 5.2 above, Contractor shall also indemnify, defend and hold harmless, and hereby waives any claim for contribution against MIRA and/or any of its directors, officers, agents and employees, for any Environmental Claim arising in whole or in part from the performance under this Agreement by Contractor, or any of its directors, officers, agents, employees, Subcontractors, representatives or partners, irrespective of whether such performance is negligent or willful or breaches any term or provision of this Agreement.

5.4 Scope.

For purposes of Subsections 5.1, 5.2 and 5.3 above, (i) the term Contractor shall mean and include Contractor, and/or any of its directors, officers, employees, agents, Subcontractors, representatives or partners, and (ii) the term MIRA shall mean and include MIRA, Facility Operator, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners.

5.5 Survival.

The indemnities contained in this Section 5 of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

6. INSURANCE

6.1 Insurance

At all times during the term of this Agreement, Contractor shall, at its sole cost and expense, procure and maintain the insurance coverages described below for claims which may arise from or in connection with the Work performed by the Contractor and those for whom they are legally responsible.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).

2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto). An MCS 90 Endorsement and a CA 9948 Endorsement shall be attached **if any hazardous materials are transported by the Contractor during its performance of the Work.**
3. Workers' Compensation insurance as required by all states in which the Work is being done and Employer's Liability insurance.
4. The Contractor must furnish a certificate of insurance for Pollution Legal Liability with coverage for:
 - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
 - d. For losses that arise from the insured facility (a Designated Disposal Facility), Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

6.2 Minimum Limits of Insurance

Contractor shall maintain the following limits of liability for the insurance described above:

1. Commercial General Liability:
 - a. \$5,000,000 Each Occurrence for Bodily Injury & Property Damage.
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products & Completed Operations Aggregate
 - d. \$15,000,000 Personal & Advertising Injury
2. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
 - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory limits.
4. Employer's Liability:
 - a. \$1,000,000 Each Accident

- b. \$1,00,000 Disease – Policy Limit
 - c. \$1,00,000 Disease – Each Employee
5. Excess/Umbrella Liability:
- a. \$5,000,000 Each Occurrence/Aggregate; schedule the General Liability, Automobile Liability, and Employers Liability and follow form with the underlying terms.
6. Contractor’s Pollution Liability with a limit of \$5,000,000 per loss/\$10,000,000 annual aggregate, .
7. Professional liability: \$1,000,000 Each Occurrence with a limit of \$1,000,000.
8. Contractor’s Property Insurance covering 100% the actual cash value of Contractor’s equipment .

(a) Deductibles, Self-insured Retentions and Uninsured Losses

The Contractor shall be responsible for payment of all deductibles and self-insured retentions on any of the insurance policies required under this Agreement. The Contractor is also responsible for the payment of all losses arising out of its performance of the Work that may not be covered by the insurance policies required under this Agreement.

(b) Other Insurance Provisions

All policies required under this Agreement shall contain the following provisions:

1. MIRA, and the City of Hartford, and their respective subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Contractor:
 - a. Commercial General Liability
 - b. Automobile Liability
 - c. Contractor’s Pollution Liability
2. The Contractor agrees to notify MIRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to MIRA’s Risk Manager by fax to 860-757-7740, or by e-mail to riskmanager@ctmira.org, or by correspondence to MIRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722.
3. The Contractor should waive (and require their insurers to waive) subrogation rights against MIRA for losses and damages incurred under the insurance policies required by this Agreement.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Acceptability of Insurance

Insurance is to be placed with insurers with current A.M. Best ratings of not less than A-VIII, and be lawfully authorized to conduct business in the state(s) or jurisdiction(s) where the Work is being performed, unless otherwise approved by MIRA.

(d) Verification of Coverage

Contractor shall furnish MIRA with a Certificate of Insurance evidencing the coverages required under this Agreement. All certificates are to be received and approved by MIRA before the Work commences. Contractor shall provide new Certificates of Insurance upon renewal, replacement or addition of any insurance required under this Agreement.

(e) Subcontractors

Contractor shall either include all subcontractors as insureds under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein.

7. Uncontrollable Circumstances.

7.1 General.

In the event either party is rendered unable, wholly or in part, by an Uncontrollable Circumstance, to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such an Uncontrollable Circumstance and to the extent that such party is using its commercially reasonable efforts to mitigate damages caused by such Uncontrollable Circumstance and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused by the Uncontrollable Circumstance but for no longer period. In the event that either party is unable to perform due to an Uncontrollable Circumstance for a period of ninety (90) days or more, the other party may terminate this Agreement in accordance with Section 8.2 hereof.

7.2 Notice of Uncontrollable Circumstances.

Either party shall notify the other by telephone on or as soon as possible after the date of experiencing an Uncontrollable Circumstance, followed as soon as practicable by a written notice of:

- (a) the Uncontrollable Circumstance and cause(s) thereof (if known);

- (b) its estimated duration and impact, if any, on the performance of any obligations under this Agreement;
- (c) the measures being taken to remove or mitigate the effect of such Uncontrollable Circumstance.

Additionally, such party shall provide prompt written notice to the other of the cessation or avoidance of such Uncontrollable Circumstance.

8. Default and Termination; Remedies.

8.1 MIRA Default in Payment.

In the event MIRA defaults in the payment of any sum when due hereunder, unless such default is cured within thirty (30) days after MIRA's receipt of written notice thereof from Contractor, Contractor may terminate this Agreement by written notice to MIRA of such intention.

8.2 Contractor Default.

The occurrence of any of the following events shall constitute a "Contractor Default":

- (a) Contractor fails to provide disposal capacity as required by this Agreement and any executed Delivery Confirmation thereof, which disrupts the continuous diversion of MSW from the CSWS;
- (b) Contractor fails to maintain its insurance as required under Section 6 of this Agreement;
- (c) Contractor fails to maintain any Permits, licenses or approvals issued by any Governmental Authority for the continued use and operation of a designated Disposal Facility that would have a material adverse effect on Contractor's ability to provide disposal capacity to MIRA under the terms of this Agreement;
- (d) Contractor fails to perform any other obligations or covenants under this Agreement and such failure shall continue for thirty (30) days after the date Contractor receives notice from MIRA of such failure, provided that, subject to the prior approval of MIRA, in the case of any matter that is not reasonably susceptible to cure within such thirty (30) day period, such cure period may be extended for such additional time as may be reasonably necessary to complete such cure with diligence, not to exceed ninety (90) days in total, or Contractor fails to perform any such obligations or covenants more than twice within any ninety (90) day period, regardless of whether such failures are cured within any applicable notice and cure period;

- (e) Contractor breaches any representation or warranty referenced herein, including, without limitation, any representations and warranties under Section 1.3.1 that would have a material adverse effect on Contractor's ability to provide Disposal Capacity to MIRA;
- (f) Contractor or MIRA receives notice that a designated Disposal Facility is placed on the National Priorities list, CERCLIS, or other similar federal or state list.

Upon the occurrence of a Contractor Default, MIRA shall have the right, but not the obligation, to (1) terminate this Agreement and/or any then-in-effect Delivery Confirmation by written notice to Contractor of such intention and/or pursue any and all other rights and/or remedies that MIRA may have against Contractor at law or in equity.

In addition, if an event of a Default as set forth in 8.2 occurs during an active Diversion, Contractor agrees to reimburse MIRA for the disposal cost and net transportation cost of disposing the MSW specified in any then-active Disposal Confirmation at an alternate disposal facility; however the extent of this reimbursement for each ton of MSW for which this default prevented MIRA from delivering the specified diverted MSW shall not exceed 150% of the Disposal Fee then in effect.

All of the rights of MIRA hereunder shall be cumulative and may be exercised singly, together, or in such combination or order as MIRA may determine from time to time in its sole discretion. The exercise of any remedy hereunder shall not prohibit the exercise of other remedies available to MIRA under this Agreement or provided by law. MIRA's delay or failure to exercise any of its rights or powers contained herein shall not impair such rights or powers or be construed as a waiver of such remedies.

8.3 Compliance with Laws.

Each party agrees that in the performance of its respective obligations hereunder, it will, and in the case of Contractor, Contractor will require its Subcontractors to, qualify under, and comply with any and all Applicable Laws now in force and which may hereafter, during the term of this Agreement, be passed and become effective, applicable to it and its employees performing said obligations.

9. MISCELLANEOUS

9.1 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Work for MIRA 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 (for the purposes of this section "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced), national

origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability (for the purposes of this section “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders), or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Work 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*. 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 Bankruptcy

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor, the inability of the Contractor to meet its debts as they become due, or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then MIRA shall be entitled, at its sole option, to cancel any unfilled part of this Agreement without any liability whatsoever to MIRA.

9.7 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 MIRA 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.

9.8 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.

9.9 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 MIRA:

MATERIALS INNOVATION AND RECYCLING AUTHORITY
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067
Attention: Director of Operations and Environmental Affairs

With a copy to:

MATERIALS INNOVATION AND RECYCLING AUTHORITY
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067
Attention: President

(b) If to Contractor:

Attention: _____

9.9.1 Routine Notices.

Except when expressly required by this Agreement to be in writing, routine communications and advisories relating to day to day operations of the parties at the CSWS RRF may be given orally or in writing, but need not be in the form of a formal written notice to be operative.

9.9.2 Emergency Notification.

Contractor shall immediately notify MIRA and Facility Operator by telephone and e-mail of the occurrence of a property lien, spill, fire, explosion or other emergency or accident requiring notification of any governmental entity, and Contractor shall be responsible for complying with all applicable Legal Requirements concerning notification with respect to such event. Contractor shall notify MIRA immediately of the occurrence of a notice of violation or other regulatory action arising out of this Agreement. Such notification shall be made formally by written notice to MIRA indicating the nature of any action affecting this Agreement and describing all corrective and remedial action undertaken or planned.

9.10 Binding Effect

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

9.11 Severability

MIRA 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.

9.12 Subcontractors.

MIRA understands that Contractor may partner with other companies or public entities to provide the Work. Contractor's obligations under this Section 2 of the Agreement may be performed pursuant to a Subcontractor approved by MIRA in accordance with the terms of this Agreement. Contractor shall consult with MIRA before hiring any subcontractors other than those listed in **Exhibit D** to perform any Work hereunder. Except in the case of an emergency, which impairs or threatens to impair Contractor's performance hereunder, during the term of any then-active Delivery Confirmation, Contractor shall not enter into, or award any other subcontracts without MIRA's prior written consent. Contractor shall require all of its Subcontractors, in writing, to abide by the terms and conditions of this Agreement, including, without limitation, compliance with all Applicable Laws. The subcontracts between Contractor and Subcontractors shall specifically provide that, in the event of a default beyond any applicable cure periods by Contractor under this Agreement, MIRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide MIRA with copies of all such subcontracts and all other contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts (which copies may be redacted with respect to financial or proprietary information). The subcontracts between Contractor and its Subcontractors shall specifically include MIRA 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.

9.13 Contracts with Third Parties.

If the Contractor is the owner or operator of a designated Disposal Facility but is not both the owner and operator of such facility, upon request by MIRA, Contractor shall provide MIRA with copies of any agreements, and any modifications or revisions to any agreement, promptly upon the execution thereof (or upon the execution of this Agreement, if applicable) to which the Contractor is a party and which relates to the ownership or operation of the designated Disposal Facility. Information regarding pricing and any other proprietary information may be redacted from the agreements prior to the agreements being provided to MIRA.

9.14 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 MIRA with respect to Contractor, nor be withheld from payment to Contractor by MIRA. No workers' compensation insurance has been or will be obtained by MIRA on account of the Work to be performed hereunder by Contractor, or its employees, agents, Subcontractors or materialmen. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this Section 25, and Contractor hereby agrees to indemnify and hold MIRA harmless against any and all such taxes, insurance and payments or other payments which MIRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

9.15 Relationship of the Parties.

Nothing in this Agreement shall be deemed to constitute any party a partner, agent or legal representative of the other party or to create any employment, agency or fiduciary relationship between the parties.

9.16 Large State Government Contracts.

If Contractor is a large state contractor, Contractor shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

9.17 Whistleblower Protection

If any officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's dis-

closure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Contractor shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state Contractors.

9.18 Mechanic's Liens.

Contractor shall claim no interest in the CSWS RRF, the Property or any equipment, fixtures, materials or improvements of MIRA located or to be located thereon, and Contractor shall not file any mechanic's liens or other liens or security interests against MIRA or any of its properties, including but not limited to the Property. Contractor shall defend, indemnify and hold harmless MIRA against all costs associated with the filing of such liens or security interests by Contractor or its Subcontractors or materialmen. Before any Subcontractor or materialman of Contractor commences any Work hereunder, Contractor shall deliver to MIRA an original waiver of mechanic's liens properly executed by such Subcontractor or materialman. If any mechanic's lien is filed against MIRA or any of its properties in connection with the Work 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, MIRA 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 MIRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to MIRA promptly upon demand by MIRA to Contractor.

9.19 Disputes/Forum Selection/Choice of Law.

Any and all claims and controversies arising out of or under this Agreement or a breach thereof shall first be attempted to be resolved by good faith negotiation between MIRA and Contractor. In the event such claims or controversies cannot be resolved by negotiation between MIRA and Contractor, MIRA and Contractor may commence a legal proceeding in any court of law having jurisdiction located in Hartford County, Connecticut. Furthermore, such legal proceeding shall be governed by 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.

During any legal proceeding that may be initiated hereunder, MIRA and Contractor shall continue to perform their respective obligations under this Agreement.

9.20 Agent for Service.

Contractor irrevocably: (a) agrees that any suit, action or other legal proceeding arising out of this Agreement must be brought in the courts of record of the State of Connecticut or the courts of the United States located within the State of Connecticut; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which it

may have to the laying of the venue of any such suit, action or proceeding in any of such courts. During the term of this Agreement Contractor designates The Secretary of State for the State of Connecticut, whose business address is 30 Trinity Street, Hartford, Connecticut 06106, as its agent (the "Agent") to accept and acknowledge on Contractor's behalf service of any and all process in any such suit, action or proceeding brought in any such court, and Contractor agrees and consents that any such service of process upon Agent shall be taken and held to be valid personal service upon Contractor whether or not Contractor shall then be doing, or at any time shall have done, business within the State of Connecticut and that any such service of process shall be of the same force and validity as if service were made upon Contractor according to the laws governing the validity and requirements of such service in the State of Connecticut, and Contractor waives all claims of error by reason of service on the Agent instead of Contractor. Agent shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding.

9.21 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 F** [SEEC Form 10].

9.22 Affidavit Concerning Nondiscrimination

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

9.23 Affidavit Concerning Consulting Fees

At the time of Contractor's execution of this Agreement, Contractor simultaneously executed a document entitled Affidavit Concerning Consulting Fees and said document is attached hereto and made a part of this Agreement as **Exhibit H**.

9.24 Iran Certification Form

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

9.25 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 J**.

9.26 President's Certification Concerning Gifts

At the time of the President of MIRA's execution of this Agreement, the President of MIRA 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 K**.

[Remainder of page intentionally 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.

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By: _____

Thomas D. Kirk
Its President
Duly Authorized

[NAME OF CONTRACTOR]

By: _____

Its
Duly Authorized

[Signature page of Agreement For Disposal Of Municipal Solid Waste Diverted From
the Connecticut Solid Waste System]

Exhibit A: Definitions

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

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

“Agreement” means this AGREEMENT FOR DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM, between MIRA and Contractor, together with **Exhibits A-K** (inclusive) attached hereto and made a part hereof and any written amendments, modifications or supplements hereto.

“Applicable Laws” means any statute, law, constitution, charter, ordinance, resolution, judgment, order, permits (including but not limited to the Permits), decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall be enacted, promulgated, issued or enforced by any judicial or Governmental Authority having jurisdiction and which is applicable to the performance of Services hereunder.

“Commencement Date” has the meaning set forth in the preamble of the Agreement

“**Contractor**,” has the meaning set forth in the preamble of the Agreement.

“**CSWS**” has the meaning set forth in the Preliminary Statement of the Agreement.

“**CSWS RRF**” has the meaning set forth in the Preliminary Statement of the Agreement.

“**CSWS Facility**” means any of the facilities that comprise the Connecticut Solid Waste System including the Resource Recovery Facility in Hartford Connecticut, and the CSWS transfer stations.

“**Designated Disposal Facility**” means a Contractor’s Disposal Facility which has been approved by MIRA for use in the Agreement.

“**Disposal Facility**” means a facility, authorized by permit issued by an applicable Governmental Authority to accept Municipal Solid Waste for disposal which Contractor owns, leases or operates that are approved by MIRA and listed in **Exhibit E**.

“**Disposal Facility Operator**” means the firm, government entity, quasi-public authority or other entity that operates a Designated Ash Disposal Facility.

“**Disposal Prices**” shall have the meaning ascribed to it in **Exhibit B**.

“**Environmental Claim**” means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent, decree, penalty, fine, lien, proceeding or claim arising (a) pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Substance, or (c) from any abatement, removal, remedial, corrective, or other response action in connection with a Hazardous Substance, Environmental Law or other order of a Governmental Authority, or (d) from any actual or alleged damage, injury, threat, or harm to health, safety, natural resources, or the environment.

“**Environmental Law**” means any current or future Legal Requirement pertaining to the pollution, contamination, protection, or remediation of the environment or the protection or restoration of natural resources and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., Solid Waste Disposal Act, as amended, 42 U.S.C. §§6901 et seq., Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq., Clean Air Act, 42 U.S.C. §§7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 et seq., Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et

seq., Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq., National Environmental Policy Act of 1969, 42 U.S.C. §§4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) et seq., any similar, implementing or successor law, including, without limitation, laws enacted by the State of Connecticut or any other state, and any amendment thereto, and any, regulation, order or directive issued thereunder.

“Governmental Approval” means any permit (including but not limited to the Permits), license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority required for the performance of the Services hereunder.

“Governmental Authority” means any international, foreign, federal, state, regional, county, or local department, agency, authority, commission or body having governmental, or quasi-governmental authority, or any instrumentality or subdivision thereof.

“Hazardous Substance” means any chemical, pollutant, contaminant, waste (including, without limitation, toxic, hazardous, infectious, sanitary, solid, radioactive and petroleum waste), toxic substance, hazardous substance, extremely hazardous substance, hazardous material, radioactive material, oil and petroleum product, as such terms, or any similar terms, are or shall be used under any Environmental Law.

“Legal Requirement” means any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree, or other requirement of any Governmental Authority applicable to the Services to be provided hereunder.

“MSW” means Municipal Solid Waste, Solid Waste from households, both single and multi-family households, and from other sources such as commercial and institutional sources which is similar in composition to that from households; but excluding construction & demolition debris, automobile bodies, municipal sludges, waste combustion ash and other wastes from industrial processes which are not similar to MSW.

“Operator” shall mean the company or companies hired by MIRA to operate and maintain the CSWS Facility.

“Permits” means all permits, consents, licenses, approvals or authorizations issued by any Governmental Authority having jurisdiction over the transportation or disposal of MSW hereunder.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government Authority.

“Property” means the real property owned by MIRA and upon which ~~at~~ the CSWS Facility is situated.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks or other receptacles containing or previously containing any Hazardous Waste.

“RRF” means resource recovery facility. Unless otherwise specified, any reference to RRF in the Agreement shall mean the CSWS RRF.

“Scope of Work” means the procedures and requirements set forth in Section 2 of the Agreement.

“Solid Waste” means all materials or substances that are unwanted, discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to trash, garbage, refuse, rubbish, discarded materials from residential, commercial, municipal, and industrial activities, ashes, yard waste and vegetative waste but not including ~~any~~ Hazardous Substance.

“State” means the State of Connecticut.

“Subcontractor” means any subcontractor of Contractor approved by MIRA pursuant to Section 11 of the Agreement and listed in Exhibit D.

“Term” shall have the meaning ascribed to it in Section 4 of the Agreement and unless otherwise specified shall include both the Base Term and any ~~annual~~ Extension Terms.

“Ton” means a "short ton", or 2,000 pounds.

“Unacceptable MSW” means any MSW from the CSWS the receipt of which will cause Contractor to be in violation of any Environmental Law, or any other federal, state or local law, regulation, mandate or any applicable Permit approval, certificate or license issued by a Governmental Authority. This includes, but is not limited to any Hazardous Substance, and Radioactive Waste as defined in 42 U.S.C. § 2011 et. seq., sludge, septage, liquid wastes, commercial quantities of asbestos, industrial waste, unprocessed tires, contained gaseous material, discarded automobiles, contaminated soils, medical waste and propane tanks and other explosive type materials.

“Uncontrollable Circumstance” means any of the following acts, events or conditions that have had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of either party under this Agreement, or a material adverse effect on the operation or use of the CSWS Facility, if such act, event or condition is beyond the reasonable control of MIRA or Contractor, respectively, and not the result of willful or negligent action or a lack of reasonable diligence, of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement and is the proximate cause of such failure to perform or comply, including, but not limited to, an act of God, epidemic, landslide, lightning, earthquake, hurricane, fire, explosion, catastrophic storm, flood or similar occurrence, an act of war, terrorism, blockade, insurrection, riot, civil disturbance or similar occurrence.

“Work” means the acceptance and disposal at Contractor’s Disposal Facility of MSW diverted from the CSWS pursuant to the terms and conditions of this Agreement.

RFP NOTE:

If the successful Proposer(s) included in their proposal an Optional Alternate Transportation Proposal which was accepted and incorporated into the final agreement by MIRA, the following additional terms will be added to this Exhibit A in the final Agreement by MIRA:

“Alternative Fuel” means any fuel other than diesel fuel, including but not limited to natural gas, compressed natural gas, liquefied natural gas, ethanol, bio-diesel, hydrogen, electricity.

“Trailer” means a trailer, truck or other equipment that is designed to prevent leakage, spillage, and dispersion of Ash Residue during transportation and that meets all Applicable Laws and is customarily used in the transportation industry to transport Ash Residue; however, “Trailer” shall also mean, and Contractor can use, in temporary emergency circumstances with prior notification and prior approval by MIRA or Operator, a leak proof roll-off container to transport Ash Residue that can be loaded from the top and meets all other specifications in this Agreement.

“Transportation Prices” shall have the meaning ascribed to it in **Exhibit B**.

“Work” shall be expanded to include the transportation of MSW diverted from the CSWS to Contractor’s Disposal Facility pursuant to the terms and conditions of this Agreement.

EXHIBIT B: DISPOSAL PRICES

[Note: This Exhibit B will be completed in the final Agreement by MIRA based upon the successful Proposer's Proposal Price Form]

[MIRA reserves the right to augment and/or adjust this pricing language in this Exhibit B in the final agreement if Proposer submits an Optional Alternate Transportation Proposal which was accepted and incorporated into the final agreement by MIRA.]



**MSW DELIVERY
CONFIRMATION FORM**

[Date]

Via this MSW Delivery Confirmation Form, in accordance with the terms and conditions of the Agreement for Disposal Capacity For Municipal Solid Waste Diverted From the Connecticut Solid Waste System, the Parties agree that MIRA, via its transportation subcontractor, will deliver to the **Disposal Facility** specified below the **quantity of MSW** specified below during the **Term** specified below; and the Parties further agree that the Contractor will receive that waste for proper disposal as set forth in the Agreement

Disposal Facility	
Quantity of MSW	
Term	

Sincerely,

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By: _____

Title: _____

Accepted and agreed to under the terms of the Agreement for Disposal Capacity For Municipal Solid Waste Diverted From The Connecticut Solid Waste System dated _____, 2018.

[NAME OF CONTRACTOR]

By: _____

Title: _____

LIST OF APPROVED SUBCONTRACTORS

[Note: This Exhibit D will be completed in the final Agreement by MIRA based upon the successful Proposer's Proposal]

LIST OF ACCEPTABLE DISPOSAL FACILITIES

[Note: This Exhibit E will be completed in the final Agreement by MIRA based upon the successful Proposer's Disposal Facility Information Form (Section 3.2 of the RFP Package Documents)]



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* 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.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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.



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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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Exhibit F



ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"

AFFIDAVIT CONCERNING NONDISCRIMINATION

Attached hereto and incorporated herein this Exhibit G is the Affidavit Concerning Nondiscrimination that was submitted to MIRA by the Contractor.

[The successful bidder's Affidavit Concerning Nondiscrimination that was that was submitted with the successful bid will be added by MIRA.]



AFFIDAVIT CONCERNING CONSULTING FEES

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder/proposer/statement of qualifications submitter for an Agreement (hereafter in this form the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM" (the "Agreement") with the Materials Innovation and Recycling Authority ("MIRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of MIRA, whether or not direct contact with MIRA, a MIRA official, a MIRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

¹ Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

² Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")

Name of Consultant:	
Name of Consultant's Firm:	
Description of the Basic Terms of the Consulting Agreement:	
Brief Description of the Services Provided:	
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to the question above concerning whether or not the consultant is a former state employee or public official is "Yes," the following information must be provided.	
Name of Former Agency:	
Date Employment Terminated:	

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date



IRAN CERTIFICATION FORM (OPM Form 7)

This form must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Materials Innovation and Recycling Authority.

I, _____ (name), _____ (title) of _____ (firm name, hereafter "Respondent") an entity duly formed and existing under the laws of _____, being duly sworn, hereby depose that:

- i. I am over the age of eighteen and understand and appreciate the obligations of an oath
- ii. Respondent seeks to enter into the "AGREEMENT FOR DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM" (the "Agreement") with the Materials Innovation and Recycling Authority; and
- iii. Respondent hereby certifies as follows:

Section 1: APPLICABILITY

Check applicable box (must be completed regardless of where the Respondent's principal place of business is located):

Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the Section 2: Certification portion of this form, but are still required to complete Section 3 of this form.**

Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **Respondents who check this box are required to complete all sections of this form.**

Please complete this form as specified in this Section 1 and submit it with the RFB, RFP or RFQ response or contract package if there was no RFB, FRP, or RFQ process.

Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

Section 2: CERTIFICATION

Pursuant to P.A. No. 13-162, upon submission of a bid, or prior to executing a large state contract if no bid process was conducted, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a “foreign corporation” is one that is organized and incorporated outside the United States of America.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Section 3: AFFIRMATION

Note: This Section 3 must be completed even if Section 2 of this form was not required based on the responses in Section 1 of this form.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

AGREEMENT FOR DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM

(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/statement of qualifications submitter 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 for the "DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM" (the "Agreement") to the Materials Innovation and Recycling Authority ("MIRA"), and has been selected by MIRA as the successful bidder/proposer/SOQ submitter for the Agreement and is prepared to enter into the Agreement with MIRA; and
3. No gifts were made between October 1, 2017 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/statement of qualifications 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/statement of qualifications for or the negotiation of the Agreement

to

- (1) Any public official or employee of MIRA who participated substantially in the preparation of the bid/proposal/qualifications solicitation for or the negotiation or award of the Agreement (such MIRA 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 MIRA (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/statement of qualifications 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: MIRA Substantial Participants in the Preparation of the Request for Proposals for the Agreement

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

Governor Dannel P. Malloy
Senator Martin Looney, President Pro Tempore of the Senate
Senator Len Fasano, Senate Republican President Pro Tempore
Representative Joe Aresimowicz, Speaker of the House of Representatives
Representative Themis Klarides, 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 _____ 20 ____

 Notary Public/Commissioner of the Superior Court

 Commission Expiration Date

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 9-601a 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 a state agency or quasi-public agency (i) for use on state or quasi-public agency property, or (ii) that support an event, and (B) which facilitate state or quasi-public agency action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state or a quasi-public agency, or (ii) property leased to a state agency or quasi-public agency;
- (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.
- (16) Training that is provided by a vendor for a product purchased by a state or quasi-public agency which is offered to all customers of such vendor; or
- (17) Travel expenses, lodging, food, beverage and other benefits customarily provided by a prospective employer, when provided to a student at a public institution of higher education whose employment is derived from such student's status as a student at such institution, in connection with bona fide employment discussions.

"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.



PRESIDENT'S CERTIFICATION CONCERNING GIFTS

AGREEMENT FOR DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM

Awarded To

[NAME OF CONTRACTOR/CONSULTANT]

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

By submission of this Certification, the President of the Materials Innovation and Recycling Authority ("MIRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "DISPOSAL CAPACITY FOR MUNICIPAL SOLID WASTE DIVERTED FROM THE CONNECTICUT SOLID WASTE SYSTEM" 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 Materials Innovation and Recycling 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 _____, 20 ____

Notary Public/Commissioner of the Superior Court