



REQUEST FOR PROPOSALS
For
OPERATION, MAINTENANCE AND OPTIONAL
REDEVELOPMENT OF THE CONNECTICUT SOLID WASTE
SYSTEM RECYCLING FACILITY

(RFP Number 21-OE-002)

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

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I. Request for Proposals:

A. Background and Scope

The Materials Innovation and Recycling Authority (“MIRA”) is a State of Connecticut (“State”) quasi-public entity created pursuant to Public Act 14-94. 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 State’s solid waste management plan.

MIRA’s primary operating division is known as the Connecticut Solid Waste System (“CSWS”). The CSWS consists of a Resource Recovery Facility located in the South Meadows of Hartford which processes municipal solid waste (“MSW”) to produce electricity through a waste-to-energy process, four transfer stations located in Torrington, Watertown, Essex and Ellington, and the Recycling Facility located at 211 Murphy Road in Hartford Connecticut. **The CSWS serves the waste disposal needs of 51 municipalities which have entered into Municipal Service Agreements with MIRA which expire June 30, 2027 (“Municipal Service Agreements”).** It also serves the needs of 40 private waste haulers operating in the State under short term arrangements.

The Recycling Facility was developed in 1991 and began operations in 1992 as an intermediate processing center for recyclable bottles & cans. The Recycling Facility was upgraded in 2006 to incorporate dual stream paper and bottles & cans. Single-stream processing equipment was added in 2008. Operation of the Recycling Facility is governed by permits issued to MIRA by the Connecticut Department of Energy and Environmental Protection (“DEEP”). **The Recycling Facility is operated pursuant to an existing operating agreement between MIRA and a third party operator which expires June 30, 2021 (“the Existing O&M Agreement”).**

Existing single stream equipment at the Recycling Facility overlays prior dual-stream processing equipment. As such, there are two input points for material to enter into the sorting line. The primary input is used for single stream deliveries (commingled paper, cardboard, comingled glass, metal and plastic delivered all in one load) as well as any separate deliveries of paper or cardboard. There is also a bypass input which can accommodate the delivery of clean dual-stream bottles and cans (commingled glass, metal and plastic containers delivered separately from paper and cardboard).

The Recycling Facility sits on approximately a 9-acre site which also includes an operating rail spur, a scale house and two 70-foot platform truck scales. The Recycling Facility is a 64,800 square foot building that includes approximately 1,500 square feet for a locker room/lunch room area and an office area. An attached building (not included in the 64,800 square feet) houses MIRA administrative offices and an inactive former recycling museum. **The Recycling Facility will essentially have reached the end of its useful life upon expiration of the Existing O&M Agreement.**

Pursuant to State law, DEEP recently concluded a request for proposals process intended to bring about a comprehensive redevelopment of the entire CSWS (the Resource Recovery Facility, Recycling Facility and Transfer Stations). This process culminated in a term sheet between MIRA and DEEP's selected developer requiring MIRA to secure adequate financial commitments to ensure the viability of the comprehensive redevelopment project estimated to cost \$333 million. These commitments were not secured within the timeframe required in the term sheet. Therefore, MIRA is no longer pursuing a comprehensive CSWS redevelopment project and will instead undertake component projects where necessary and feasible.

Accordingly, MIRA has issued this Request for Proposals ("RFP") for the purpose of selecting both a future contract operator and method of contract operation for the Recycling Facility independent of any future redevelopment of other components of the CSWS. Entities desiring to respond to this RFP ("Proposers") should express such interest and submit responses as described in Sections I.C, I.F and I.G of this RFP.

MIRA's primary goal in issuing this RFP is to continue providing for the cost effective and environmentally responsible processing of single stream recyclables effective upon expiration of the Existing O&M Agreement and continuing at least through expiration of the Municipal Service Agreements. This RFP refers to this period (July 1, 2021 through June 30, 2027) as the "O&M Contract Period". During the O&M Contract Period municipalities have committed to deliver to MIRA, and MIRA has committed to accept and process, approximately fifty-five thousand (55,000) tons of single stream recycling annually.

This RFP provides two contract options for the operation, maintenance and optional redevelopment of the Recycling Facility including a fee based operations and maintenance agreement ("O&M Agreement") which includes an at risk long term redevelopment option ("Redevelopment Option") and a transfer operation agreement ("Transfer Agreement"). This RFP does not contemplate contract operation of scale facilities, MIRA administrative offices or the former museum which will continue to be operated by MIRA.

Under the O&M Agreement, MIRA will fund the selected contractor's actual labor, operations and maintenance costs including necessary capital refurbishments during the O&M Contract Period plus a management fee. During the O&M Contract Period, the selected contractor will be expected to process single stream deliveries into marketable commodities meeting applicable industry standards. In addition to the selected contractor's management fee, incentive fees are anticipated to be contingent upon meeting or exceeding these standards. MIRA will retain all revenue derived from the sale of such commodities. MIRA is separately issuing a request for proposals for the marketing and brokerage of such commodities. Respondents to this RFP may, but are not obligated, to also propose to provide such marketing and brokerage services. Under the Redevelopment Option, the selected contractor will be provided the right, but not the obligation, to undertake a long term redevelopment of the Recycling Facility upon conclusion of the O&M Contract Period. The Redevelopment Option will place the selected contractor at risk to secure deliveries of recyclable materials beyond those available through the existing Municipal Service Agreements, or as they may be extended or renewed, and to redevelop and operate the Recycling Facility subject only to the revenues derived therefrom.

Under the Transfer Agreement, the Recycling Facility would be converted into a transfer operation. During the O&M Contract Period, operation and maintenance of the Recycling Facility will be funded by MIRA in the same manner as specified for the O&M Agreement. The selected contractor will be responsible for transferring all single stream deliveries made to the Recycling Facility to an alternate recycling facility and MIRA will fund an additional firm per ton transfer fee for transportation to and disposal at the alternate recycling facility. The selected contractor will not be responsible for the processing of such single stream deliveries into marketable commodities under the Transfer Agreement and will not be provided a Redevelopment Option. Under the Transfer Agreement, MIRA will reserve the right to divert approximately twenty-one thousand (21,000) tons Acceptable Recyclables delivered to CSWS Transfer Stations to alternate recycling facilities of its choice.

To assist Proposers in developing proposed transition, operating, maintenance and capital refurbishment plans and budgets for the Recycling Facility as specified in Sections I.F.5, I.F.6 & I.F.7 of this RFP, a Recycling Facility layout plan, operations video, equipment and operations data are being made available to Proposers who express interest in this RFP pursuant to Section I.C below. Proposers expressing interest will be provided the address, a user ID and password to access a web site repository containing this data. A schedule of the data being made available is attached hereto as Attachment A. The O&M Agreement including its Redevelopment Option is attached hereto as Attachment B. The Transfer Agreement will be attached hereto as Attachment C by Addendum to this RFP.

Proposers may draw upon their expertise to propose options, modifications and alternatives to these agreements that will best meet the needs of MIRA provided this is done as specified in Section I.F.9 hereof (Business Exceptions).

B. RFP Projected Timeline

The following is the projected timeline for the RFP process:

ITEM	DATE
RFP Documents Available	Monday, June 15, 2020
Recycling Facility Site Tours	Wednesday July 13, 2020 through Wednesday July 20, 2020
Deadline for Written Questions	Friday July 31, 2020
Response to Written Questions	Friday August 21, 2020
Proposals Due at MIRA	3:00 p.m., Monday, October 19, 2020
Proposal evaluation including clarifications, interviews and negotiations	Through January 31, 2021
Selection and Notice of Award Issued	Pending approval by the MIRA Board of Directors (expected to be presented to the Board for approval at the February 2021 Board Meeting).
Expected Agreement Effective Date	March 1, 2021 for any transition activities. July 1, 2021 to commence processing.

C. Notice of Interest

Proposers should express their interest in this RFP by providing their contact information in writing to MIRA as soon as possible following publication of this RFP. This may be done by writing or e-mailing MIRA's Contract and Procurement Manager as follows:

Mr. Roger Guzowski
Contract and Procurement Manager
Materials Innovation and Recycling Authority
(860) 757-7703
rguzowski@ctmira.org
200 Corporate Place, Suite 202
Rocky Hill, CT 06067

The required contact information includes Proposer's full legal name and address and the name, title, telephone number and e-mail address of the Proposer's contact person. While not mandatory, MIRA will use potential Proposer's contact information to provide direct notice of availability, and copies where applicable, of addenda and other information related to this RFP.

D. Availability of RFP

Complete sets of this RFP and all Attachments may be obtained on the World Wide Web at <http://www.ctmira.org> on the “Current Bids, RFP and RFQ” page, under the “Business Links” section of the website. The RFP and Attachments can be accessed by selecting the link titled: RFP: “OPERATION, MAINTENANCE AND OPTIONAL REDEVELOPMENT OF THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY”.

The RFP and all Attachments and forms are in PDF format. Applicable forms are also available for downloading in Microsoft Word format for ease of completion at the same place on MIRA’s web site where the PDF of the RFP is located. MIRA encourages firms to make use of the downloaded Word forms.

The RFP, Attachments and forms are also available Monday through Friday from 8:30 a.m. to 4:30 p.m. at MIRA’s offices, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067. Anyone intending to pick up the documents at MIRA’s offices must contact Roger Guzowski at (860) 757-7703 at least 24 hours in advance. There is a charge of \$30.00 for anyone picking up the documents at MIRA’s office. Payment should be made by check payable to “Materials Innovation and Recycling Authority.”

E. Recycling Facility Tours

MIRA will offer guided tours of the Recycling Facility to Proposers who have expressed interest in this RFP pursuant to Section I.C above. Guided tours will be provided individually to each Proposer who schedules a tour by contacting MIRA’s Contract and Procurement Manager. Each tour will be limited to a maximum of five (5) representatives of Proposer to maintain proper social distancing. MIRA representatives will describe aspects of the Facility on each tour. In the event questions are posed and answered during a tour, MIRA will endeavor to convey this information in writing to all Proposers expressing interest in this RFP by Addenda issued pursuant to Section II.E of this RFP. Proposers may not rely on information provided during a Recycling Facility tour unless and until that information is provided in writing to all Proposers by Addenda.

F. Proposal Contents

All Proposals shall be structured to include the following (in the order presented):

1. Title page, including the title of this RFP, the name of the Proposer and the date the proposal is submitted;
2. Cover letter, signed by a person authorized to execute the O&M Agreement or Transfer Agreement on behalf of Proposer, which includes the following:
 - The name of the Proposer;
 - The legal structure of the Proposer (e.g., corporation, joint venture, etc.);

- Summary nature of the proposal including whether submitting for an O&M Agreement or Transfer Agreement and the rationale for same;
- Summary firm and key staff background and experience in transitioning, operating, maintaining and developing recycling facilities or transfer operations as the case may be;
- Summary transition plan indicating whether the period March 1, 2021 through June 30, 2021 is adequate for completing the transition;
- Summary financial proposal including estimated draft operating, maintenance and capital refurbishment budgets and management fee.
 - Proposers submitting for the O&M Agreement should also summarize their proposed incentive fee structure.
 - Proposers submitting for the Transfer Agreement should also summarize their proposed firm transportation and disposal price per ton to an identified alternate recycling facility;
- Proposers submitting for the O&M Agreement should summarize the current level of interest in undertaking a Recycling Facility redevelopment project under the conditions proposed for the Redevelopment Option and the economic conditions that would need to exist to exercise such option;
- A clear statement indicating that the proposal constitutes a firm and binding offer by the Proposer to MIRA considering the terms and conditions outlined in the RFP;
- The proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises;
- The cover letter should not exceed three pages.

3. Table of Contents for the proposal;

4. Background and Experience Narrative including the following:

- General description of the Proposer including the number of years in the business of, and examples of, transitioning, operating, maintaining and developing recycling facilities and / or transfer operations similar to its proposal and specifically including:
 - Proposer's and parent company (if any) legal name, state and year in which organized, and structure (corporation, partnership, joint venture, other);
 - Central / headquarters office address;
 - Address of local office serving MIRA;
 - Summary of additional office locations (if any);
 - Number of employees of Proposer and parent company (if any).
- For up to five projects similar to its proposal, identify the following:

- Project identification including name, location, type and annual volume of operation;
 - Project owner and/or governing body;
 - Nature of the contract, services provided and length of term;
 - Most recent annual operating and maintenance budget and corresponding unit cost per ton processed;
 - Age and serviceability of the facility relative to MIRA's Recycling Facility and Proposer's responsibility and experience in operating and maintaining same;
 - Reference name, title, address, e-mail and phone contact information.
- Identify and provide resumes of key personnel to be assigned to this project including, but not limited to, the Facility Manager accountable for the successful transition and startup of operations effective July 1, 2021 and the on-site Plant Manager accountable for the successful processing or transfer of all recycled commodities delivered to the Recycling Facility throughout the O&M Contract Period. Further specify Proposer's plan to hire and retain key personnel responsible for maintenance of the Recycling Facility and its critical processing equipment.

5. Transition Plan

- Develop a transition plan to be implemented over the course of four months commencing with the March 1, 2021 anticipated Transition Period Commencement Date of the O&M Agreement or Transfer Agreement and concluding with the July 1, 2021 required start of operations. Identify all steps and timelines necessary to secure necessary staff, vendors, equipment, supplies, administrative support, systems and procedures to commence operations July 1, 2021. See Attachment A for a listing of equipment MIRA will make available effective July 1, 2021. Identify any need for additional equipment acquisition prior to start of operations, Proposers plan to acquire same and any support anticipated from MIRA.

6. Operating & Maintenance Plan & Budget Narrative:

- For the first year of the O&M Contract Period (July 1, 2021 through June 30, 2022) identify the following assuming the annual delivery and processing (or transfer) of 55,000 tons of single stream recycling:
 - Organizational structure identifying the type and number of all required management, maintenance and operational positions and associated salaries and wages;
 - Proposers submitting for the O&M Agreement should provide their plan to source and acquire all repair and replacement parts, services and vendors necessary to ensure continuous processing of

recyclables throughout the O&M Contract Period. Proposers submitting for the Transfer Agreement should provide their plan to source and acquire all tractors and transfer trailers necessary to provide for the transportation and disposal of Acceptable Recyclables to an alternate recycling facility;

- Recycling Facility hours of operation including staffing by shift and associated total salaries and wages;
- Salary related expenses including employer taxes and fringe benefits. Indicate any temporary staff not receiving employer taxes and fringe benefits.
- Non personnel services expenses broken down by major line items including, but not limited to, utilities, commodities, contractual services, equipment repair parts and supplies.
- Proposers submitting for the Transfer Agreement should also specify the alternate recycling facility to which Acceptable Recyclables will be transferred, state the firm transportation and disposal price per ton for the O&M Contract Period and the variable transportation price per ton that will be subject to the fuel adjustment factor provided in the Transfer Agreement, and provide evidence that Proposer has the necessary rights to use the alternate recycling facility for the duration of the O&M Contract Period. Proposers may further separately state any proposed rebate of the transportation and disposal price per ton contingent on the market for recycled commodities.
- See Attachment A for expenses that will be separately funded by MIRA which should not be reflected in proposed budgets.

7. Capital Refurbishment Plan & Budget Narrative:

- For each year of the O&M Contract Period (July 1, 2021 through June 30, 2027) identify the following major maintenance, repair and replacement activities not funded in proposed Operations and Maintenance Budgets again assuming the annual delivery and processing (or transfer) of 55,000 tons of single stream recycling:
 - Building and structural components of the Recycling Facility, and its paved access and maneuvering areas (identified by project, expected year of implementation and cost);
 - Recycling Facility processing equipment including, but not limited to conveyors, sorters and balers (identified by project, expected year of implementation and cost);
 - Recycling Facility or transfer operation rolling stock including, but not limited to loaders and fork lifts (identified by unit, expected year of implementation and cost);
 - See Attachment A for expenses that will be separately funded by MIRA which should not be reflected in proposed budgets.

8. Management Fee Narrative:

- Propose the fixed annual Management Fee for the first year of the O&M Contract Period that will represent Proposer's sole compensation for all overhead and profit associated with the O&M Agreement or Transfer Agreement as the case may be.
- Proposers for the O&M Agreement should further indicate the additional Contractor and Site Personnel Incentive Compensation that will in part be contingent upon achieving industry standards relevant to the quality of recycled commodities. See Schedule 14.3 in the O&M Agreement for example Performance Indicators. Proposers should fully describe their proposed performance indicators, the industry standards and thresholds to be achieved by commodity, range of performance and associated incentive fees and indicate that the framework reflected in Schedule 14.3 is acceptable or provide requested Business Exceptions. The quality of recycled commodities will affect the revenue MIRA derives from the Recycling Facility. Further specify any preconditions to the effectiveness of incentive compensation during the O&M Contract Period.

9. Business Exceptions:

- Identify any exceptions, additions or deletions to the provisions of the O&M Agreement or Transfer Agreement as the case may be. In each instance, identify the applicable agreement, section, schedule or attachment number and specific language of concern. State the reason for concern and proposed modification to resolve the concern. Specify why the proposed modification is in MIRA's best interest and assists in accomplishing the objectives of this RFP.

10. Modified Transfer Operations:

- Proposers submitting for the Transfer Agreement should identify all changes to the above required plans, budgets, fees and pricing that would occur in the event MIRA elected to divert approximately twenty-one thousand (21,000) tons of CSWS Transfer Station deliveries of Acceptable Recyclables to an alternate recycling facility of its choice. In this event, approximately thirty-four thousand (34,000) tons of Acceptable Recyclables would be transferred through the Recycling Facility under the transfer Agreement.

11. Complete and attach the Proposal Form attached hereto as Attachment D;

12. The completed Background Questionnaire attached hereto as Attachment E (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
13. The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety attached hereto as Attachment F 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;
14. The completed Affidavit Concerning Nondiscrimination attached hereto as Attachment G, subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
15. The completed Iran Certification Form attached hereto as Attachment H subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
16. The completed Acknowledgement of Notice Of Campaign Contributions And Solicitation Limitations attached hereto as Attachment I;
17. A copy of the proposer's up-to-date certificate of insurance showing all current insurance coverage.

Proposers should not include in their proposals other portions of the RFP. A pro-poser should not include information that is not directly related to the subject matter of this solicitation.

G. Proposal Submittal Procedures

Sealed proposals shall be submitted as per the schedule set forth in Section I.B of this RFP to the offices of MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067, Attn: Roger Guzowski. MIRA reserves the right to reject any proposals received after the time and date set forth above.

Each Proposer must submit one (1) original and two (2) copies of its proposal in a sealed envelope that shall be clearly marked "PROPOSAL FOR OPERATION, MAINTENANCE AND OPTIONAL REDEVELOPMENT OF THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY." The original proposal shall be stamped or otherwise marked as such.

Unless otherwise identified by Proposer pursuant to Section I.E.9 hereof, the terms and conditions of the O&M Agreement and Transfer Agreement are non-negotiable. MIRA will review and consider any Business Exceptions taken by Proposer as part of its proposal evaluations.

H. Proposal Opening

All proposals will be opened at MIRA's convenience on or after the proposal due date. MIRA reserves the right to accept or reject any or all of the proposals, or any part(s) thereof, and/or to waive any informality or informalities in any proposal or this RFP process.

I. Proposal Open and Subject to Acceptance

All proposals shall remain open and subject to acceptance by MIRA for sixty (60) days after the deadline for proposal submission

J. Proposal Evaluation

The award of an O&M Agreement or Transfer Agreement 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.

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

1. Demonstrated firm and staff experience in the operation, maintenance and development of recycling facilities or transfer operations as the case may be;
2. Reasonableness of the proposed transition plan and demonstrated ability to commence operations effective July 1, 2021;
3. Reasonableness of proposed operating and maintenance and capital refurbishment plans and budgets;
4. Reasonableness of proposed management fee and incentive compensation;
5. Reasonableness of any proposed Business Exceptions;
6. Impact upon CSWS capacity to process Acceptable Recyclables; and
7. Any other factor or criterion that MIRA, in its sole discretion, deems relevant to such evaluation.

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:

1. The proposer's success in implementing an affirmative action plan (see Question 4 of Attachment F);

2. 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 Attachment F);
3. The proposer's promise to develop and implement a successful affirmative action plan (see Question 4B of Attachment F);
4. The proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
5. The proposer's promise to set aside a portion of the contract for legitimate minority business enterprises.

K. Contract Award

The successful Proposer will be required to execute the O&M Agreement or Transfer Agreement attached hereto as Attachment B or C ("Agreement"). The Proposer substantially agrees to all the terms and conditions of this attached Agreement unless otherwise specified as provided in Section I.E.9 hereof.

If the contract is to be awarded, MIRA will issue to the successful proposer(s) a Notice of Award within sixty (60) days after the proposal due date.

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.

L. Affidavit Concerning Consulting Fees

Pursuant to Connecticut General Statutes Section 4a-81, the apparently successful Proposer(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 contact with MIRA was expected or made. This affidavit is included and will become part of the O&M Agreement or Transfer Agreement.

M. 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 O&M Agreement or Transfer Agreement is executed. If the apparently successful Proposer does not execute the Certification, it will be disqualified from entering the O&M Agreement or Transfer 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. This affidavit is included and will become part of the O&M Agreement or Transfer Agreement.

II. Additional Terms and Conditions:

A. Definitions

As used in this RFP the following terms shall have the meanings as set forth below:

1. Addenda: Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.
2. Contract Documents:
 - The O&M Agreement and Transfer Agreement;
 - This RFP and all Attachments
 - Addenda;
 - Proposer'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);
 - Notice of Award; and
 - Any written amendments to the O&M Agreement and Transfer Agreement.
3. 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.

4. 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.
5. Property: The certain parcels of real property on which the Recycling Facility is located.
6. Site: Those areas of the Property upon which recycled commodities are to be delivered pursuant to MIRA's Municipal Service Agreements and private waste hauler contracts.

B. Binding Effect

This Request for Proposals and any responses thereto shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

C. MIRA Reserved Rights

During the entire solicitation process MIRA retains the right to:

1. Extend any of the actual or proposed dates in the Projected Timeline;
2. Reject any and all proposals and republish this RFP;
3. Terminate this RFP process at any time prior to the execution of an agreement;
4. Supplement, amend, or otherwise modify or cancel the solicitation process with or without substitution of another solicitation;
5. Issue additional or subsequent solicitations;
6. Investigate the qualifications of any entity under consideration (including subcontractors and parties otherwise related to a proposing entity);
7. Clarify the information provided pursuant to this RFP;
8. Request additional evidence or documentation to support the information included in any submittal;
9. Appoint an evaluation committee to review submittals and use the assistance of outside professionals in submittal evaluation;
10. Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
11. Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
12. Enter into any final agreement(s) which result from this RFP for either an O&M Agreement or Transfer Agreement which MIRA in its sole and absolute discretion determines to be in its best interest. Such determination will be based on a variety of factors including but not limited to experience, price, reasonable plans, CSWS processing capacity considerations and business exceptions as described herein, and any other consideration which MIRA in its sole discretion determines is relevant;
13. Enter into a final O&M Agreement or Transfer Agreement with terms that vary from the terms set forth in MIRA's solicitation documents;

14. Visit and examine any of the facilities referenced in any submittal and others owned, operated, and/or built by a Proposer to observe and view the operations at such facilities;
15. Conduct contract discussions with one or more submitting entities; and
16. Reject any and all submittals, or parts thereof, and/or to waive any informality or informalities in any proposal, if such rejection or waiver is deemed in the best interests of MIRA.

D. Communications With MIRA Staff and Board Members

Except as otherwise authorized by this RFP, 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 proposals 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.

E. Addenda And Interpretations

MIRA may issue Addenda to this RFP that shall, upon issuance, become part of the RFP and binding upon all potential or actual Proposers. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Proposers. Any request for interpretation or clarification of this RFP must be submitted in writing to Roger Guzowski by e-mail (rguzowski@ctmira.org), by fax (860-757-7740), 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 I.B of this RFP. Addenda, if any, will be mailed and/or e-mailed to all persons who expressed interest or arranged to pick up this RFP pursuant to Sections I.C and I.D hereof. Such addenda will also be posted on MIRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "OPERATION, MAINTENANCE AND OPTIONAL REDEVELOPMENT OF THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than the date set forth in Section I.B of this RFP.

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.

F. Modification or 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 the place where Proposals are to be submitted at any time prior to the Proposal due date.

G. 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.

H. Proposer's Qualifications

MIRA may make any investigation deemed necessary to determine the ability of any Proposer to perform the O&M Agreement or Transfer Agreement as required. Each Proposer shall furnish MIRA with all such information as may be required for this purpose.

Attachment A

Information For Proposers: Recycling Facility Available Layout Plan, Equipment and Operations Data

1. Condition assessment
 - a. Hartford, CT MRF Equipment Audit by CP Manufacturing, November 2019
 - b. Operator maintenance records FY2020
 - c. Monthly bale inventory and operating parameters FY2020
 - d. Assets and 2017 Maintenance Schedules

2. Permits
 - a. DEEP Permit to construct and operate – updated December 2014
 - b. Hartford CT MRF Permit list

3. O&M and Safety Plan
 - a. O&M and Safety Plan – February 2014

4. Plans and Drawings
 - a. Floor Plan – ST1 AS BUILT FLOOR PLAN LAYOUT RECONCILED 2-03-14
 - b. Flow Chart – January 2017
 - c. Site Plan C2 As Built

5. Tonnage History
 - a. DEEP 2019 Tonnage Reports
 - b. Outbound tonnages and composition Calendar Year 2019

6. MIRA – Funded Expenses

7. Operations Videos
 - a. Scale operation (MIRA)
 - b. Delivery (unloading)
 - c. Processing Acceptable Recyclables
 - d. Export Recovered Products

**OPERATION AND MAINTENANCE
OF THE
CONNECTICUT SOLID WASTE
SYSTEM RECYCLING FACILITY
AGREEMENT**

BETWEEN

**MATERIALS INNOVATION AND RECYCLING
AUTHORITY**

AND

Contractor _____

OPERATION AND MAINTENANCE OF THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY AGREEMENT

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- EXHIBIT 3: O&M Services
- EXHIBIT 4: Form of Bond
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- EXHIBIT 7: Iran Certification Form
- EXHIBIT 8: Affidavit Concerning Consulting Fees
- EXHIBIT 9: Contractor’s Certification Concerning Gifts
- EXHIBIT 10: MIRA President’s Certification Concerning Gifts

- SCHEDULE 14.1: Contractor Article 2 Compensation for Transition Services
- SCHEDULE 14.2: Contractor Article 3 Compensation for O&M Services
- SCHEDULE 14.3: Contractor Incentive Based Compensation
- SCHEDULE 14.4: Operating Account
- SCHEDULE 15: Facility Inventory

This **OPERATION AND MAINTENANCE OF THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY AGREEMENT** (this “Agreement”) is made and entered into as of [DATE] (the “Effective Date”), by and between the Materials Innovation and Recycling Authority (“MIRA”), a body politic and corporate constituting a political subdivision of the State of Connecticut, with a business office at 200 Corporate Place, Rocky Hill, Connecticut, and _____, a _____ corporation, (“Contractor”), with a business office located at _____. MIRA and Contractor are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the capitalized terms used in this Agreement have the meanings ascribed to those terms in Exhibit 1 hereof; and

WHEREAS, MIRA was established pursuant to Public Act 14-94 and Chapter 446e of the Connecticut General Statutes as a successor authority to the Connecticut Resources Recovery Authority for the performance of an essential public and governmental function; specifically, the provision of solid waste management services and the recovery of resources from solid waste (“Enabling Legislation”); and

WHEREAS, Pursuant to its Enabling Legislation, MIRA has the responsibility and the authority to plan, design, construct, finance, manage, own, operate and maintain solid waste disposal, volume reduction, recycling, intermediate processing, resource recovery and related support facilities necessary to carry out the State’s Solid Waste Management Plan; and

WHEREAS, Pursuant to its Enabling Legislation and applicable operating contracts, MIRA owns and controls the Recycling Facility located at 211 Murphy Road, Hartford, CT. together with all of its existing equipment and site improvements as hereinafter defined (the “Facility”); and

WHEREAS, Contractor has expertise in the development, operation and maintenance of recycling facilities; and

WHEREAS, MIRA has determined that the operation and maintenance and optional redevelopment of the Facility by Contractor will provide valuable assistance to MIRA in the performance of MIRA’s statutory responsibilities; and

WHEREAS, MIRA now wishes to retain Contractor for the performance of certain operation and maintenance and optional redevelopment services at the Facility, and Contractor is willing to perform those services pursuant to the terms and conditions of this Agreement;

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

ARTICLE 1 - PRELIMINARY MATTERS

1.1 Incorporation of Recitals

The recitals, the Exhibits and the Schedules to this Agreement are incorporated into the body of this Agreement as a part hereof.

1.2 Certain Definitions

Capitalized terms used in this Agreement have the meanings ascribed to such terms herein or in Exhibit 1 hereto.

1.3 Rules of Construction

As used in this Agreement, except as otherwise provided or unless the context otherwise requires: (i) the terms defined in this Agreement include the plural as well as the singular; (ii) 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 other subdivision; (iii) references to an “Article,” “Section” or other subdivision are to this Agreement except as otherwise stated; (iv) a reference to either gender includes the other gender; (v) words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided; and (vi) the words “include” and “including” shall be deemed to be followed by the words “without limitation.”

ARTICLE 2 - PERFORMANCE OF TRANSITION SERVICES

Contractor shall perform the Transition Services in Exhibit 2 hereto, in the manner and at the times required by this Article 2.

2.1 Performance of Transition Services

The Transition Period shall begin on the day (the “Transition Period Commencement Date”) that Contractor receives the Notice to Proceed with Transition Services from MIRA, together with the Facility Manuals and any Facility Agreements as are in MIRA’s possession. The Transition Period Commencement Date shall be a date selected by MIRA, but shall not be later than March 1, 2021 unless the parties otherwise agree in writing to an alternate date. Upon its receipt of the Notice to Proceed with Transition Services and the preceding documents, Contractor shall commence the Transition Services described in Exhibit 2. Contractor acknowledges that it can and is willing to begin Transition Services before March 1, 2021 at a mutually agreeable date but within three (3) weeks of written notice from MIRA. The Transition Period shall conclude on June 30, 2021.

2.2 Transition Plans

2.2.1

Once Contractor concludes its initial assessment of the Facility it will develop, in consultation with MIRA, a mutually acceptable final plan and budget (the “Transition

Plan”) for Transition Services and the timeline within which Contractor shall accomplish same. Contractor shall then perform the Transition Services in the manner and at the times stated in the mutually agreed-upon Transition Plan. Contractor shall appraise MIRA as necessary with respect to its performance of the Transition Services and shall in any event meet with MIRA at least weekly during the Transition Period at MIRA’s business office (or at such other times and places as the Parties may mutually agree) to review Contractor’s progress with respect to the Transition Services and any changes necessary to the Transition Plan. Contractor shall not modify the Transition Plan without MIRA’s prior written consent. MIRA shall use reasonable efforts to approve or disapprove any such requested modification within five (5) Business Days following a written request from Contractor for the same. MIRA’s approval of any such requested modification shall not be unreasonably withheld, provided that MIRA may withhold approval of any requested modification for which adequate supporting information is not supplied by Contractor, as determined by MIRA in its sole discretion. Contractor shall complete the Transition Services on or before the Transition Period Completion Date. Contractor shall use all reasonable efforts to create the following at least 30 days prior to the Transition Period Completion Date: (1) the O&M Manual for O&M Services; and (2) the Administrative Procedures Manual for the Facility and all other manuals identified in Exhibit 2 for MIRA’s review and approval. Contractor shall make any changes to the preceding documents reasonably requested by MIRA and consistent with the schedule in this Section 2.2.1. At least ten (10) Business Days prior to the Transition Period Completion Date, Contractor shall provide MIRA with written confirmation that Contractor shall complete the Transition Services on or before the Transition Period Completion Date and shall be prepared to assume the O&M Services on that date, together with copies of the completed O&M Manual for O&M Services and the Administrative Procedures Manual for the Facility.

2.3 Payment for Transition Services

MIRA shall pay Contractor for its performance of the Transition Services at the times and in the amounts set out in Schedule 14.1 hereto.

ARTICLE 3 - PERFORMANCE OF O&M SERVICES; MIRA RESERVED RIGHTS

3.1 Requirement to Perform

Contractor shall perform the O&M Services in Exhibit 3 hereto at the times required by this Article 3. MIRA shall pay Contractor as provided in Schedule 14.2 hereto, for all O&M Services performed in accordance with this Agreement.

3.2 Commencement and Performance of O&M Services

On and after July 1, 2021 (the “Commencement Date”) and continuing through June 30, 2027 (the O&M Contract Period”), Contractor shall perform the O&M Services.

3.3 Authorized Activities

Contractor shall perform only those activities (the “Authorized Activities”) necessary to perform the Services or implement any Capital Project and in all events to maximize revenues and minimize expenses consistent with the best interests of MIRA, so as to enable the Facility to properly process Acceptable Recyclables and recover useful products from the same (and no other activities) in the manner required by this Agreement, subject to the MIRA Reserved Rights.

3.4 MIRA Reserved Rights

3.4.1 MIRA Reserved Rights

MIRA reserves for itself and its representatives, contractors (other than Contractor), and others claiming by and through MIRA, and shall at all times during the Term, retain the following rights (the “MIRA Reserved Rights”): (i) the right to use, or to allow any Third Party to access and use the Facility for any purpose or use that does not interfere with Contractor’s performance of the Services as permitted hereunder; (ii) the right to contract with any Third Party for any purpose concerning the Facility, so long as such purpose does not interfere with Contractor’s performance of the Services as permitted hereunder; (iii) the right to make business and strategic decisions as MIRA deems appropriate from time to time in reference to the operation and maintenance of the Facility; (iv) the right to review and approve any and all specifications for improvements, repairs, replacements, and subcontractor services necessary in the performance of Services hereunder; and (v) any other power, authority, interest, privilege, license, franchise or other right, thing or activity of any kind or nature; provided that in each case the use or exercise of the same does not interfere with Contractor’s performance of the Services as permitted hereunder or reduce the availability of the Facility or any part thereof for its intended purpose of processing Acceptable Recyclables and generating Recovered Products. At all times, MIRA shall retain overall supervision and control of the business, design, operating, management, transportation, marketing, planning and research and development functions to be carried out or to be performed by Contractor to the extent required by Applicable Law.

3.4.2 Access Rights

MIRA and its representatives, contractors (other than Contractor) and any other Person claiming by and through MIRA with respect to the use or exercise of any of the MIRA Reserved Rights, shall have all necessary access rights, and may keep and store at appropriate locations at the Facility, all necessary vehicles, tools, supplies, equipment and other necessary materials.

3.4.3 Documents, Materials, Records and Accounts

MIRA and its representatives, contractors (other than Contractor) and any other Person claiming by and through MIRA with respect to the use or exercise of any of the MIRA Reserved Rights shall have access to any documents, materials,

and records and accounts relating to the Facility operations, for purposes of inspection and review. Upon a reasonable request by MIRA, Contractor shall provide any such Person with access to all operating data and operating logs maintained at the Facility. During any inspection or review of the Facility, all Persons granted access pursuant to this Section 3.5.3 shall comply with Contractor's safety and security procedures, and shall conduct inspections and reviews in such a manner as to cause minimum interference with Contractor's performance of the Services. Contractor shall also cooperate with MIRA in the provision of access to the Facility by public visitors.

3.4.4 MIRA Ownership

Subject to the provisions of this Agreement, all real property at the Facility, including all land, buildings, structures, and improvements situated thereon, together with all building materials purchased for inclusion therein, is and will at all times during and after the Term, be owned absolutely by MIRA without further act or deed on the part of any Person. In furtherance of, but without limiting the foregoing, Contractor hereby conveys, assigns, transfers and sets over to MIRA (and shall require each Subcontractor and each Capital Project Contractor to convey, assign, transfer and set over to MIRA), any and all such right, title, estate or interest in any such property that is to be owned by MIRA.

Contractor agrees that MIRA shall own all equipment, improvements, and any and all work products produced, installed, or procured hereunder by Contractor or any subcontractor, including but not limited to manuals, procedures, software and software licenses, instrumentation, tools, spare parts, replacement parts, operating equipment, rolling stock, or other items associated with this work.

3.4.5 Reservation of MIRA Reserved Rights

The reservation of the MIRA Reserved Rights shall not: (i) impose any obligation on MIRA to exercise any of the MIRA Reserved Rights; (ii) render MIRA liable to Contractor or to any other Person for the failure to do so; or (iii) relieve Contractor of any of its obligations under this Agreement.

ARTICLE 4 - TERM; CONDITION PRECEDENT

4.1 Effectiveness; Condition Precedent

This Agreement is effective as of the Effective Date; however, the obligations of the Parties hereunder shall not commence until Contractor has received the Notice to Proceed with Transition Services.

4.2 Initial Term

Contractor shall commence and complete performance of the Transition Services during the Transition Period and in the manner required under Article 2 hereof and **Exhibit 2** hereto. Contractor shall commence and complete performance of the O&M Services during the O&M Contract Period required in Article 3 hereof and **Exhibit 3** hereto. The

Transition Period together with the O&M Contract Period shall comprise the Initial Term of this Agreement which shall end on June 30, 2027.

4.3 Redevelopment Option

Subject to the development and approval of plans and specifications, negotiation of final terms and conditions and securing financing as provided herein, Contractor is hereby granted an option to restore and redevelop the Recycling Facility such that it consistently achieves a minimum processing of 100,000 tons per year of Acceptable Recyclables using modern, industry standard, sorting and bailing equipment, processes and techniques, hereinafter the “Project”. The Project will be undertaken pursuant to the terms and conditions of an amended and restated operation and maintenance of the Connecticut Solid Waste System Recycling Facility agreement (hereinafter the “Amended Agreement”). Contractor shall provide MIRA notice of its intention to exercise or not exercise this Redevelopment Option no later than January 1, 2026. If Contractor elects not to exercise this Redevelopment Option, this Agreement shall terminate upon expiration of the O&M Contract Period. If Contractor elects to exercise this Redevelopment Option, the Amended Agreement shall be developed and reflect the following:

4.3.1. Contractor shall submit draft plans and specifications for the Project to MIRA for its review and approval no later than January 1, 2026. Such plans and specifications shall include the following:

1. A draft equipment replacement plan indicating all existing Recycling Facility processing equipment to be replaced and all new equipment to be installed as part of the Project including, but not limited to conveyors, sorters, balers and other equipment used in the production of marketable commodities from sourced Acceptable Recyclables;
2. A draft building repair and refurbishment plan indicating all structural, roof, door, HVAC, security and other building system and utility service upgrades to be undertaken as part of the Project;
3. A draft site repair and refurbishment plan indicating all pavement, access and scale system upgrades to be undertaken as part of the Project;
4. Draft Recycling Facility layout plans depicting the proposed configuration of equipment within the facility, site and scale access and circulation;
5. A statement of annual throughput capacity which shall be not less than one hundred thousand tons of delivered Acceptable Recyclables annually;
6. A draft financial feasibility analysis reflecting the estimated development and financing costs, annual debt service, operating and maintenance costs, estimated annual deliveries and the sources thereof, operating revenue from the sale of commodities and other revenue;
7. A statement of the draft net cost tipping fees Contractor proposes to assess MIRA during the Redevelopment Contract Period defined below which may include a

reasonable return on Contract’s investment in the Project. MIRA may extend such offer to Connecticut municipalities pursuant to extended or renewed Municipal Service Agreements; and

8. A statement of the draft market based tipping fees to be assessed by Contractor for all capacity not required for such Municipal Service Agreements.

MIRA shall review and comment on such draft plans and specifications within sixty (60) days of submission. MIRA shall further solicit municipal interest to participate in the Project and inform Contractor of such interest within one hundred and twenty (120) days of such submission. MIRA shall provide its final approval or rejection of such plans and specifications by June 30, 2026, not to be unreasonably withheld. In the event MIRA rejects such plans and specification, it shall state the reasons therefor in writing. In the event MIRA rejects such plans and specifications, this Agreement shall terminate upon expiration of the O&M Contract Period.

4.3.2 MIRA and Contractor shall negotiate and agree upon final terms and conditions of the Amended Agreement no later than June 30, 2026. Such terms and conditions shall include the following, or as the Parties may otherwise agree:

1. The Term of the Amended Agreement shall be for a maximum period of thirty years commencing July 1, 2027 dependent on the level of investment proposed at MIRA’s sole discretion, hereinafter the “Redevelopment Contract Period”;
2. Recycling Facility capacity to be allocated to MIRA (if any) effective July 1, 2027 for use pursuant to extended or renewed Municipal Service Agreements including a final net cost tipping fee regime;
3. Final plans and specifications for the Project reflecting the items enumerated in Section 4.3.1, MIRA’s comments regarding same, and MIRA’s allocated capacity requirements;
4. Applicable lease and leasehold mortgage provisions permitting Contractor to pledge its interest in the Amended Agreement as security for financing the Project. MIRA and any participating municipalities shall not be obligated for the repayment of any debt issued to finance the Project. MIRA and any participating municipalities shall only be obligated to deliver Acceptable Recyclables as provided pursuant to the Amended Agreement and any extended or renewed Municipal Service Agreements;
5. Contractor shall be at risk to secure all deliveries of Acceptable Recyclables not secured pursuant to extended or renewed Municipal Service Agreements and the tipping fees associated with same.
6. Effective July 1, 2027 Contractor shall assume responsibility for the marketing and sale of all commodities produced and shall further be at risk for the pricing and revenue associated with all commodity sales.
7. Effective July 1, 2027 Contractor shall be at risk to fund all operating, maintenance and capital refurbishment costs subject only to the tip fee and commodity sales revenue generated by the Project.

8. Such other additional or modified terms and conditions as MIRA may require to ensure the viability of the Project, protect its interests and the interests of Connecticut municipalities pursuant to extended or renewed Municipal Service Agreements, or to comply with Applicable Law, including but not limited to, additional or modified terms and conditions addressing the environmental responsibility of Contractor and requirements for undertaking the Project.

In the event the Amended Agreement is not negotiated to MIRA's satisfaction, not to be unreasonably withheld, and executed by June 30, 2026, this Agreement shall terminate upon expiration of the O&M Contract Period.

4.3.3 Contractor shall secure financing for the Project, and provide MIRA of evidence of same, by January 1, 2027 or this Agreement and the Amended Agreement shall terminate upon expiration of the O&M Contract Period. Contractor shall thereafter undertake all permitting, contracting and equipment acquisition necessary to commence construction effective July 1, 2027 and complete construction no later than December 31, 2027. During a maximum six (6) month construction period, MIRA will redirect all deliveries of Acceptable Recyclables to alternate disposal sites at its expense.

ARTICLE 5 - STANDARDS APPLICABLE TO Contractor's PERFORMANCE OF THE O&M SERVICES; CERTAIN OBLIGATIONS OF Contractor

5.1 Standards Applicable to Performance of O&M Services

Contractor shall perform the Services in the manner required by: (i) this Agreement; (ii) Prudent Operating and Maintenance Practices; (iii) each Budget and Plan approved by MIRA; (iv) the Facility Manuals, O&M Manual for O&M Services, Administrative Procedures Manual and all other manuals identified in Exhibits 2 and 3; and (v) the Insurance required pursuant to Article 17. Consistent with the preceding sentence, Contractor shall use commercially reasonable efforts to maximize the Acceptable Recyclables processed by and the Recovered Products produced by the Facility.

5.2 Review of Sufficiency of Performance Goals

Beginning on the Commencement Date, MIRA shall inspect the Facility from time to time to evaluate Contractor's compliance with the requirements of Section 5.1 and to evaluate the adequacy of the Performance Goals in achieving the Parties' goals with respect to Contractor's performance of this Agreement. Between November 1st and November 30th the Parties shall meet at MIRA's Business Office, and at least annually thereafter during the process to adopt the annual Budget and Plan pursuant to Section 10.1, to review Contractor's performance of the O&M Services and to determine whether any changes are necessary to the Performance Goals to achieve the Parties' goals with respect to this Agreement. If any such changes are deemed necessary by the Parties, the Parties shall negotiate and agree on such modifications of the Performance Goals as are necessary to achieve those goals.

5.3 Disputes re: Prudent Operating and Maintenance Practices; Performance Goals

Any disputes concerning Contractor's compliance with the Prudent Operating and Maintenance Practices, the Performance Goals or any modification of the Performance Goals shall be adjudicated pursuant to the dispute resolution procedures in Section 22.5.

5.4 Facility Conditions

On and after the Commencement Date, Contractor shall be solely responsible for any and all conditions created as a result of the Services performed at the Facility by Contractor for which it is responsible, subject to the provisions governing insurance, indemnity, and limitation of liability elsewhere in this Agreement. Contractor shall not be responsible for conditions created by acts or omissions taken at the direction of MIRA to which Contractor has expressed an objection in writing.

5.5 Environmental Compliance

5.5.1 Compliance with Environmental Laws

Contractor shall conduct, and shall require any Subcontractor or Capital Project Contractor to conduct all operations at the Facility and the Site in accordance with applicable Environmental Laws and the Environmental Permits. It is understood and agreed that: (i) in the course of performing Services hereunder, neither Contractor nor any of its officers, directors, employees, agents, representatives or Affiliates is, has been or will be deemed by MIRA to be, nor will any such Person have responsibility as an operator of the Facility for purposes of applicable Environmental Laws; and (ii) MIRA is now and shall be at all times deemed to be solely responsible, and shall take no position inconsistent with its status as the sole operator of the Facility for purposes of applicable Environmental Laws. MIRA agrees to use its best efforts to take or cause to be taken all actions, to do or cause to be done and to assist and cooperate with Contractor in doing all things necessary, proper, or reasonably advisable to establish that MIRA is the operator of the Facility for purposes of applicable Environmental Laws. Notwithstanding anything to the contrary contained herein Contractor shall be responsible for complying with applicable Environmental Laws to the extent it is within Contractor's control and ability to comply with same while performing Services.

5.5.2 Facility Operations

Upon receipt by Contractor of the Notice to Proceed with the Transition Services, Contractor shall submit any applications required by any Governmental Authority necessary for Contractor to lawfully perform the O&M Services under the Environmental Laws and the Environmental Permits. On and after the Commencement Date, Contractor shall be responsible for operating the Facility in compliance with all Environmental Permits. In each case in which MIRA, as Facility Owner, is required by Environmental Laws to submit documentation to any Governmental Authority regarding the Environmental

Permits or for any other reason, Contractor shall cooperate and provide MIRA with any such information requested by MIRA. For routine submittals, Contractor shall provide such information in draft form to MIRA not later than fifteen (15) Business Days prior to the date when any such data, form, document or information is required to be submitted to such Governmental Authority pursuant to an Environmental Permit or Environmental Laws. For non-routine submittals, Contractor shall endeavor to give MIRA as much time as practicable to review the submittal before submission to Governmental Authority is required.

5.5.3 Changes in Environmental Law

To the extent that any Capital Project is required due to changes in Environmental Laws and/or the renewal of any Environmental Permit, such Capital Project shall proceed as set forth in Section 10.4.

5.6 **Hazardous Materials**

5.6.1 List of Hazardous Materials

Upon commencement of the O&M Services, Contractor shall provide a list of all Hazardous Materials used by Contractor in connection with the performance of the O&M Services and shall notify MIRA if additional Hazardous Materials are brought to the Facility (including by any Subcontractor or Capital Project Contractor). Except for Hazardous Materials so identified to MIRA (which shall include Hazardous Materials transported by others in compliance with Environmental Laws and in connection with Contractor's performance hereunder), Contractor shall not cause or permit any Hazardous Material to be brought upon, handled, generated, used, manufactured, transported, emitted, released, treated, stored, kept, disposed or used in or about the Facility by Contractor, any Subcontractor or Capital Project Contractor, supplier or any other Person, without the prior written approval of MIRA and in full compliance with Environmental Laws. The requirements of this section shall not apply to Hazardous Materials delivered to the Facility by waste haulers.

5.6.2 Characterization of Wastes

Contractor shall perform characterization of all wastes generated by or at the Facility in accordance with the Environmental Laws and shall provide written notice to MIRA as to any Hazardous Materials so generated and requiring transportation, for off-Site treatment and disposal from the Facility under the Environmental Laws. MIRA shall perform, or shall arrange for the performance by Third Parties of such transportation, treatment and disposal.

5.7 **Environmental Conditions**

Contractor shall diligently avoid any Discharges of any Hazardous Materials and shall not willfully and intentionally Discharge any Hazardous Material into the Environmental Media. Contractor shall immediately respond to any Discharges to the Environmental Media and Remediate the Discharge in accordance with applicable Environmental Laws.

Contractor shall as soon as possible notify MIRA verbally and in writing of any Discharge of which Contractor has knowledge, regardless of whether notification as to such Discharge is required to a Governmental Authority under the Environmental Laws. Except to the extent otherwise provided herein, Contractor shall be responsible for all Environmental Conditions caused by the negligence of Contractor including all Discharges of any material that occur at the Facility; excluding any Pre-Existing Contamination but including any increase or exacerbation of Pre-Existing Contamination caused by the negligence of Contractor during the Term. Contractor shall be responsible for all Environmental Conditions that would not have otherwise occurred were it not for Contractor's lack of proper oversight and management of any Subcontractor or any Capital Project Contractor.

5.8 Preparedness and Training

Contractor shall insure that at all times there will be at least one individual present at the Facility who has been trained in emergency and Discharge response, spill prevention and preparedness. Contact information should be posted at various locations throughout the Facility identifying the individual(s) to be notified and the phone number(s) to use in notifying such individuals in the event of a Discharge.

5.9 Notices

Contractor shall verbally notify MIRA immediately and in writing as soon as practicable, but in any event within seventy-two (72) hours, of Contractor's receipt, knowledge or discovery of: (i) the presence of any Hazardous Material on, about, beneath or arising from any portion of the Facility that creates an obligation under any Environmental Laws; (ii) any enforcement or action (including but not limited to any notices of violation, orders, consent orders, civil or criminal actions) instituted or threatened against Contractor or the Facility by any Governmental Authority pursuant to any Environmental Laws; and (iii) any claim made or threatened by any Person against Contractor or the Facility relating to any form of damage, loss or injury resulting from or claimed to result from any Environmental Conditions or claims of violations of Environmental Laws.

5.10 Meetings to Review Environmental Compliance

As deemed necessary by MIRA, MIRA and Contractor shall review the status of Contractor's compliance with the Environmental Permits and the Environmental Laws, and with the environmental provisions of this Article generally, at the quarterly meetings with MIRA held pursuant to Section 11.2, or at other times as deemed necessary by either Party.

5.11 Site Personnel; Contractors' Employees

Contractor shall offer employment to employees who meet the following criteria: (i) employed at the Facility on the Transition Period Commencement Date; (ii) remain active employees at the Facility on the Commencement Date; and (iii) are actively at work on the Commencement Date. For employees hired, transferred or otherwise assigned to work at the Facility after the Transition Period Commencement date and who remain actively employed at the Facility on the Commencement Date, Contractor may offer employment

to such employees provided that Contractor determines, in its discretion, that the employees are qualified and necessary to operate the Facility. Each offer shall include wage rate or salary at least equal to the employee's then current wage rate or salary. Other terms and conditions of employment offered shall be at the discretion of Contractor. Contractor shall comply with all Applicable Law with respect to its hiring, training, employing, compensation and/or termination of Site Personnel. All Site Personnel shall be deemed employees of Contractor and not of MIRA for all purposes of this Agreement. Contractor shall be responsible for all actions of the Site Personnel and for overall compliance by the Site Personnel with Applicable Law. All Site Personnel included in the Budget and whose labor costs are paid by MIRA shall be used exclusively for MIRA's benefit. Without limitation of the foregoing, Contractor shall ensure that all Site Personnel, and all employees of any Subcontractor or Capital Project Contractor:

- (a) Receive proper training (including the reporting and handling of emergency situations) and periodic retraining with respect to the performance of the Services;
- (b) Have clothing (including photo identification badges), safety equipment, tools, equipment and any other supplies needed to perform the Services in a safe and efficient manner;
- (c) Are able to communicate both verbally and in writing, in English;
- (d) Have satisfied all requirements of Applicable Law with respect to their eligibility to work in the United States and the State of Connecticut, and with respect to the obtaining and maintaining of any licenses, permits or other authorizations necessary for their performance of the Services; and
- (e) Shall not bring any firearms or other weapons, illegal drugs or non-prescribed prescription medication, alcoholic beverages or any Hazardous Materials onto the Facility unless the same is a requirement of their employment and has been authorized by MIRA.

5.12 MIRA Right to Exclude Certain Individuals

Without limitation of Contractor's overall responsibility for the acts and omissions of all Site Personnel and the other employees referenced in Section 5.11, MIRA reserves the right to exclude any Site Personnel or other such employees from the Facility which MIRA reasonably believes are a danger to themselves or any other Person or the Facility.

5.13 Protection of Persons and Property: Risk of Loss or Damage

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all Site Personnel and any other Persons who may be affected thereby; (ii) all equipment and other materials to be incorporated into the Facility or any Facility component under the care, custody or control of Contractor, any Subcontractor or any Capital Project Contractor; and (iii) other

property at the Facility or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, pipes, security system, fences, poles, structures and utility fixtures.

5.14 Notice of Damage or Theft

Contractor shall immediately upon learning of an incident of theft of materials, supplies, equipment or Recovered Products, or upon learning of an incident of damage to Facility equipment or structures, provide MIRA's Facility General Manager and MIRA's Risk Manager with verbal notice of same followed by an incident report. Such incident report shall be in a format acceptable to MIRA, but shall, at a minimum, contain the date and time of the incident (if known) a description of the missing materials, supplies, equipment or Recovered Products, or the damage caused, and the party(ies) responsible for such theft or damage.

ARTICLE 6 - PROCUREMENT

6.1 General

Contractor shall nominate from among the Site Personnel, and MIRA shall approve in writing, responsible individuals authorized to sign purchase orders for goods and services to be delivered to the Facility for the performance of the Services, and to issue such purchase orders to Third Party vendors. Contractor shall obtain at least three bids from Third Party vendors to obtain the best possible value for MIRA for all goods and services provided to or for the Facility that cost \$5,000 or more. Subject to the provisions of Section 6.2, Contractor shall sign such purchase orders in the name of Contractor. MIRA shall be provided documentation, to its satisfaction, of and have the option of reviewing and approving all procurement methodologies and proposed procurement documents used to obtain Third Party vendors. The effectiveness of any Subcontract shall be conditioned on MIRA's prior written approval thereof. Any Subcontract shall additionally: (1) require the Subcontractor and Capital Project Contractor to comply with Prudent Operating and Maintenance Practices; (2) include a provision making such Subcontract assignable to MIRA upon a request by MIRA; (3) require that MIRA receive a copy of each notice provided under such Subcontract; (4) contain provisions protective of MIRA's interests therein, or as required by Applicable Law, as deemed reasonably sufficient by MIRA. Notwithstanding the preceding sentence, Contractor agrees that all such purchase orders shall be for the exclusive benefit of MIRA and all such purchase orders shall be made assignable to MIRA. All Third Party vendors shall provide the required insurances before working at the Facility and such Third Party vendors shall name both Contractor and MIRA as additional insureds on their general liability policies. All Certificates of Insurance and all renewals thereof, naming MIRA as an additional insured must be provided to MIRA before any Third Party vendor performs any work at the Facility. Contractor shall consult with MIRA to determine if performance and/or payment bonds shall be required from a Third Party contractor. Contractor shall negotiate with Third Party and Affiliate vendors based on the standard terms and conditions contained in the Administrative Procedures Manual, including reasonable warranties in favor of MIRA, and shall additionally pass through to MIRA any discounts or other favorable purchase terms received by Contractor from Affiliates and Third Party vendors as the result of volume purchases or similar actions by Contractor for the purpose of

obtaining such favorable purchase terms. Contractor shall only be responsible for diligent and professional management and oversight of all Third Party vendors with whom it contracts. Additional costs beyond the value of the purchase order incurred by Third Party vendors despite diligent oversight and management by Contractor shall be passed through and paid by MIRA to the extent permitted by law, and Contractor shall have no responsibility for the same.

6.2 Non-Budgeted Items

Unless approved by MIRA in writing, Contractor shall maintain purchasing within the total spending approved in a Budget and shall not exceed such Budget unless otherwise permitted under this Agreement. Without the prior written approval of MIRA, no purchase order shall be issued unless such purchase order is for goods and services covered by the Plan and included in the Budget then in effect. Notwithstanding the preceding sentence, Contractor may make non-budgeted purchases without MIRA's prior written approval, if in Contractor's reasonable judgment such purchases are required to address an Emergency. In all such cases, Contractor shall provide written notice to MIRA of such purchases as soon as possible.

6.3 Extraordinary Items

Contractor shall obtain MIRA's written approval prior to Contractor's procurement of any Extraordinary Item, whether or not such Extraordinary Item is included in a Budget. In lieu of granting such approval, MIRA may elect to directly procure any Extraordinary Item. The requirements of this Section 6.3 shall not apply to the procurement of any Extraordinary Item necessary to respond to an Emergency.

6.4 Procurement from any Affiliate of Contractor

Contractor shall disclose to MIRA its relationship to any Affiliate to which it intends to issue a purchase order hereunder. Contractor may issue such purchase order following receipt of written approval from MIRA for the same. MIRA may decline to provide such approval, in which case Contractor shall issue such purchase order to a vendor which is not an Affiliate. MIRA shall enjoy all preferred rates provided by Affiliates of Contractor and Third Parties related to Contractor.

6.5 No Pass-Through of State of Connecticut Taxes to MIRA

Pursuant to Conn. Gen. Stat. § 22a-270, MIRA is exempt from all State of Connecticut taxes. Therefore, Contractor shall not charge, pass through to or otherwise seek payment of any such taxes from MIRA, with respect to goods or services obtained by Contractor for the performance of the Services (including under any Subcontract), or the implementation of a Capital Project (including under any Capital Project Contract). Contractor shall be provided with a State of Connecticut Department of Revenue CERT-131 issued by MIRA to assist Contractor and Contractor's Subcontractors in complying with this provision.

ARTICLE 7 - EXPORT OF RECOVERED PRODUCTS

7.1 Export of Recovered Products

Contractor shall comply with all instructions of MIRA or any other Person identified by MIRA in writing to Contractor as being authorized to provide instructions to Contractor concerning the brokerage and export of Recovered Products from the Facility. Contractor shall have no right, title or interest in Recovered Products during the Initial Term. In the event Contractor receives conflicting instructions, Contractor shall follow the instructions of MIRA unless to do so would violate Applicable Law. Contractor shall immediately inform MIRA as to any inability to export any Recovered Products as required pursuant to any such instructions, and shall also advise MIRA of Contractor's plan to restore such exports. In case of any interruption, curtailment or reduction in acceptance of Recovered Products by any Person authorized by MIRA to do so, or in case of any other constraint imposed on Contractor, Contractor shall immediately notify MIRA. Upon removal of such constraint, Contractor shall use best efforts to restore the availability of the Facility for export.

ARTICLE 8 - OPERATIONS

8.1 No Liens

Contractor shall keep and maintain the Facility free and clear of all Liens resulting from either Contractor's or any Subcontractor's performance of the Services or the failure to perform the Services, or Contractor's or any Capital Project Contractor's performance or failure to perform under any Capital Project Contract.

8.2 Personnel Matters

Subject to each Plan and Budget approved by MIRA, Contractor shall be solely responsible for determining the working hours, rates of compensation and all other matters relating to the employment of Site Personnel and Home Office Personnel. Subject to this Agreement, Contractor shall retain authority, control and responsibility with respect to all of its employees and its employment policies.

8.3 Representatives of Contractor

8.3.1 Facility Manager

Within five (5) Business Days after the Transition Period Commencement Date, Contractor shall propose for MIRA's approval, not to be unreasonably withheld, the identity of a Facility manager (the "Facility Manager") who shall coordinate with MIRA concerning Contractor's performance of the Services, and who shall also oversee the Home Office Personnel's support of Site Personnel.

8.3.2 Plant Manager

At least 30 days prior to the Commencement Date, Contractor shall propose for MIRA's approval, not to be unreasonably withheld, a plant manager (the "Plant Manager") who shall direct and manage the Site Personnel in the performance of

the O&M Services. For issues arising out of the day-to-day administration of the Facility, the Plant Manager shall communicate with the MIRA Facility General Manager appointed pursuant to Section 8.3.3. Contractor shall inform MIRA prior to the replacement of the Plant Manager as to Contractor's intent to do so, and Contractor shall obtain MIRA's approval, not to be unreasonably withheld, before designating any replacement Plant Manager. The Plant Manager shall spend the majority of his work hours at the Facility, and Contractor shall designate an individual or individuals to perform the duties of the Plant Manager when the Plant Manager is not present at the Facility, and shall provide MIRA with the names of those individuals, so as to ensure the presence at all times at the Facility of an individual able to perform the duties of the Plant Manager.

8.3.3 Representative of MIRA – MIRA Facility General Manager

MIRA shall appoint for the Facility (and shall notify Contractor in the Notice to Proceed with Transition Services as to the identity of) a MIRA general manager (the "MIRA Facility General Manager"), who shall coordinate with Contractor concerning the administration of this Agreement. The MIRA Facility General Manager shall be an employee of MIRA. MIRA shall notify Contractor in writing as to the appointment of any successor to the MIRA Facility General Manager.

8.4 MIRA Directions to Contractor

Subject to the requirements of this Agreement, Contractor will perform the Services and its other obligations hereunder according to MIRA Facility General Manager's directions. The Parties agree that actions taken or not taken by Contractor pursuant to MIRA Facility General Manager's directions comply with Prudent Operating and Maintenance Practices, and Contractor shall incur no liability to MIRA for acting or refraining to act in accordance with MIRA Facility General Manager's directions, except in such cases where to do so would constitute manifest error.

8.5 Contractor Not a Beneficiary Under the Facility Agreements

The references herein to the Facility Agreements shall not make Contractor a third-party beneficiary to the Facility Agreements or otherwise provide any benefits to Contractor under the Facility Agreements.

8.6 Emergency Action

In the event of any occurrence affecting the safety, health or protection of, or otherwise endangering any persons or property located at the Facility, or having a reasonable probability of resulting in any of the same (an "Emergency"), Contractor shall take immediate action to prevent or mitigate any damage, injury or loss threatened by such Emergency, and shall as soon as possible notify the MIRA Facility General Manager and MIRA's Risk Manager verbally of such Emergency and of Contractor's response thereto and in writing as soon as practical under the circumstances. To the extent Contractor deems reasonable, Contractor shall take such actions and expend such funds reasonably necessary to respond to any Emergency.

8.7 Weekly Operations Meeting

Each Monday morning and each Friday morning, Contractor’s Plant Manager, or his designee, shall meet with MIRA’s Facility General Manager, or his designee, to discuss the upcoming week’s operation and maintenance activities and to review the past week’s performance and activities respectively.

ARTICLE 9 - ITEMS TO BE FURNISHED BY MIRA

9.1 General

Upon a request by Contractor, MIRA shall provide to Contractor at MIRA’s expense, the information and other items described in this Article 9. Such items shall be made available at the times and in the manner reasonably required for the timely and orderly performance of the Services or the implementation of any Capital Project.

9.2 Information

In addition to any Facility Agreements and other documents provided pursuant to Section 2.1, MIRA shall promptly provide to Contractor (i) a copy of each new Facility Agreement executed after the Transition Period Commencement Date (including any replacement for an existing Facility Agreement), and (ii) any amendment or other modification of a previously-executed Facility Agreement. MIRA shall also provide Contractor with written notice as to the early termination of any Facility Agreement. In addition, MIRA shall promptly provide to Contractor copies of such other Facility technical, operational or other information as comes into MIRA’s possession, which MIRA reasonably believes will assist Contractor in its performance of the Services.

9.3 Access to Facility

Contractor shall have access to the Facility sufficient to perform the Services.

9.4 Other MIRA-Supplied Items

MIRA shall provide the following items to Contractor:

9.4.1 Utilities

MIRA shall deliver to Contractor water and stand-by electricity, subject to the availability of such items from the respective utilities. MIRA shall have no liability to Contractor for any utility’s failure to provide water or stand-by electricity.

9.4.2 Spare Parts and Supplies

On and after the Commencement Date, MIRA shall make available to Contractor the inventory of spare parts and supplies existing as of that date. As part of the Initial Budget process pursuant to Section 10.1.1, Contractor shall procure and MIRA shall fund any additional spare parts and supplies required by Contractor to perform the O&M Services for the initial Operating Year. For each Operating Year after the initial Operating Year, Contractor shall procure

and MIRA shall fund all spare parts and supplies required by Contractor to perform the O&M Services for each such Operating Year pursuant to Section 10.1.2.

9.4.3 Instructions, Approvals

Upon request by Contractor, MIRA shall provide or cause to be provided to Contractor such instructions as can be reasonably provided, to assist Contractor in the performance of the Services or the implementation of any Capital Project. MIRA shall timely provide the approvals necessary to perform the Services consistent with Applicable Law and this Agreement. MIRA shall not require Contractor to take any action inconsistent with Applicable Law or this Agreement, or which could foreseeably (i) adversely affect the safety or health of any individual, or (ii) cause damage to property located at the Facility or on the Site.

9.5 Permits

MIRA shall obtain and maintain from the appropriate Governmental Authorities all Permits necessary for the ownership, operation and maintenance of the Facility, other than any Permits required by Applicable Law to be in the name of Contractor.

9.6 Disclaimer

Except as provided in Section 9.7 below, MIRA has not made and is not now making, and specifically disclaims, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to the Facility. MIRA shall not be liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Facility furnished by MIRA, any agent, employee or other representative of MIRA or any other Person, unless set forth or referenced in this Agreement.

9.7 Full Knowledge of Contractor

Except for the representation that the Facility is capable of being operated in accordance with Applicable Law and Permits, Contractor is entering into this Agreement with the full knowledge of MIRA's disclaimer of representations and warranties and without reliance upon any representations or warranties as to the condition of the Facility by MIRA, any agent, employee or other representative of MIRA, or any other Person. Contractor has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of MIRA, any agent, employee or other representative of MIRA or any other Person. Contractor, to the extent reasonably practicable, shall endeavor to discover, identify and disclose to MIRA any compliance issues with the Facility within 90 days of beginning Services. Any compliance issues which were not discovered within the initial 90 day period shall be reported to MIRA within two (2) business days of discovery.

9.8 Limitation on Use of MIRA Property

Contractor shall only use MIRA's vehicles, equipment, or property for those activities authorized and approved by MIRA in writing. Upon completion or termination of this

Agreement, Contractor shall immediately return all of MIRA’s property, vehicles, equipment, tools, parts, or any other MIRA property or items over to MIRA in the same condition said property or items was received by Contractor, reasonable wear and tear excepted.

All Contractor employees that use a MIRA vehicle on-road shall have their Department of Motor Vehicle annual driver’s record subject to review by MIRA. MIRA, in its sole option, may prohibit any Contractor employee from using a MIRA vehicle on-road.

ARTICLE 10 - BUDGET AND PLAN; SUBCONTRACTS; CAPITAL PROJECTS

10.1 Budget and Plan

10.1.1 O&M Services for the First Operating Year

MIRA shall prepare as part of its Facility budget adopted for its 2022 fiscal year (effective July 1st, 2021), a budget (the “Initial Budget”) for the performance of the Services during such year. MIRA shall inform Contractor with regard to the Initial Budget. Contractor shall comply with the Initial Budget.

10.1.2 O&M Services for Subsequent Operating Years; Proposed Budget and Proposed Plan

For each Operating Year after the first Operating Year, no later than November 1st prior to the beginning of each such Operating Year, MIRA and Contractor shall meet to discuss the key assumptions for such Operating Year. The key assumptions shall include the anticipated quantity of Acceptable Recyclables to be processed by the Facility, the assumed inflation rate, total Operating Costs and Revenue, the assumed number and classification of Site Personnel, and any Capital Projects to be proposed by Contractor. Based on those discussions, Contractor shall prepare its proposed budget (a “Proposed Budget”) and proposed plan (a “Proposed Plan”) for O&M Services during the subject Operating Year. Contractor shall structure the Proposed Budget on a Monthly basis and shall project, in detail reasonably acceptable to MIRA, all proposed Operating Costs to be expended in the performance of the O&M Services during the subject Operating Year, including any cost of Home Office Personnel and any reserve for unplanned work. The Proposed Plan shall contain Contractor’s proposal for the implementation of the subject O&M Services and Performance Goals including: (i) anticipated operations; (ii) routine maintenance, repairs and overhaul schedules; (iii) procurement; (iv) staffing and personnel activities (including any activities of Home Office Personnel in support of Site Personnel); (v) administrative activities; (vi) any Subcontracts; and (vii) any other activities deemed necessary by Contractor. Contractor shall deliver the Proposed Budget and Proposed Plan to MIRA no later than 210 Days prior to the beginning of the subject Operating Year. Contractor shall also provide sufficient justification and support for any increase in the cost of labor and/or benefits/burden in its proposed budget for MIRA review and approval. MIRA

shall also be promptly informed of any potential unionization of Contractor’s employees at the Facility and MIRA shall be kept apprised of all negotiations with any union and consulted before Contractor enters any agreement with a union.

10.1.3 Performance Goals

Each Operating Year during the budget process, MIRA and Contractor shall establish performance goals (“Performance Goals”) for the upcoming Operating Year. Such provisions and related calculations are contained in Schedule 14.3 – Incentive Based Compensation and Site Personnel Incentive Pay Pool Calculation. The Performance Goals established for each Operating Year shall be memorialized in a letter agreement between the Parties and made a part of the upcoming Operating Year’s Budget.

10.1.4 MIRA Adoption of Budget and Plan

MIRA shall review the Proposed Budget and Proposed Plan. After consultation with Contractor and subject to Section 10.3 hereof, MIRA shall make or add such changes, additions, limits, deletions or other modifications to such Proposed Budget and Proposed Plan that MIRA deems necessary in its sole discretion. MIRA shall adopt a Budget and Plan (as so modified) for the subject Operating Year as part of its adoption of its overall Facility and CSWS budget for MIRA’s contiguous fiscal year. MIRA shall provide Contractor with the budget (“Budget”) and plan (“Plan”) as so adopted, at least 90 Days prior to the subject Operating Year. Each Budget and Plan so adopted shall remain in effect throughout the subject Operating Year, unless modified as permitted hereunder.

10.2 Subcontracts

10.2.1 Proposal of Subcontract

Contractor shall identify in each Proposed Budget and Proposed Plan the O&M Services to be performed by a Subcontractor during the subject Operating Year. Such proposal shall include a detailed description of the O&M Services which Contractor is proposing for performance by a Subcontractor.

10.2.2 MIRA Review and Approval of Proposed Subcontract

As part of its review of the Proposed Plan and Proposed Budget, MIRA shall evaluate the appropriateness of engaging a Subcontractor as proposed by Contractor. Contractor shall not enter into any Subcontract for the performance of O&M Services without MIRA’s prior written approval which shall be conditioned upon its determination of appropriateness and the inclusion in such Subcontract of all terms and conditions MIRA deems necessary to protect its interests and to comply with Applicable Law.

10.2.3 Disclosure of Relationship to Any Affiliate

Contractor shall disclose to MIRA its relationship to any Affiliate with which it proposes to execute a Subcontract. After its review of the proposed Subcontract pursuant to Section 6.1, MIRA may decline to approve the Subcontract, in which case Contractor shall propose a replacement Subcontract with a Person that is not an Affiliate.

10.3 Contractor-Proposed Capital Projects

10.3.1 Proposal of Capital Project

Contractor shall submit with its Proposed Budget and Proposed Plan, any proposal for a Capital Project to be implemented by Contractor, or by a Third Party (a “Capital Project Contractor”) pursuant to a contract (a “Capital Project Contract”) between Contractor and the Capital Project Contractor. Such proposal shall include: (i) a detailed description of the proposed Capital Project; and (ii) the reason(s) for Contractor’s proposal of such Capital Project, including any benefits resulting from such Capital Project or any consequences if such Capital Project is not implemented.

10.3.2 Disclosure of Relationship to Any Affiliate

Contractor shall disclose to MIRA its relationship to any Affiliate with which it proposes to execute a Contractor-proposed Capital Project. After its review of the proposed Subcontract pursuant to Section 6.1, MIRA may decline to approve the Subcontract, in which case Contractor shall propose a replacement Subcontract with a Person that is not an Affiliate.

10.3.3 MIRA Review and Approval of Proposed Capital Projects

MIRA shall review any Contractor-proposed Capital Project simultaneous to its review of the Proposed Plan and Proposed Budget. After such review, MIRA may: (1) approve such Capital Project; (2) require the modification of such Capital Project as a condition of its approval of such Capital Project; or (3) reject such Capital Project. If MIRA rejects a Contractor-proposed Capital Project, MIRA may decline to pursue such Capital Project or MIRA may itself put the proposed Capital Project out to bid and award a separate contract between MIRA and a Third Party for the implementation of the subject Capital Project. Contractor shall not enter into any Capital Project Contract for the performance of a Capital Project without MIRA’s prior written approval which shall be conditioned upon its approval of such Capital Project and the inclusion in such Capital Project Contract of all terms and conditions MIRA deems necessary to protect its interests and to comply with Applicable Law.

10.4 MIRA-Proposed Capital Projects

MIRA may determine at any time that it is necessary to implement a Capital Project. In such event, MIRA may direct Contractor to: (1) prepare a proposal for the implementation of such Capital Project; or (2) put such Capital Project out to bid. If

MIRA directs Contractor to prepare a proposal for a Capital Project or to put such Capital Project out to bid, MIRA may elect any of its options available under Section 10.3.3 with respect to such Capital Project. Alternatively, MIRA may itself put such Capital Project out to bid and may award a contract between MIRA and a Third Party for the implementation of such Capital Project, without any obligation to first offer such Capital Project to Contractor.

10.5 MIRA Not Responsible for Certain Costs and Expenses

MIRA shall not be responsible for and Contractor shall not include in any invoice, bill or other request for reimbursement, or any Proposed Budget, any cost or expense incurred by Contractor resulting from or related to: (i) any breach by Contractor of this Agreement, including any costs to discharge a Lien for which Contractor is responsible; (ii) any violation by Contractor of Applicable Law, including any fine or other penalty imposed by any Governmental Authority as the result of Contractor's failure to comply with any Permit requirement; or (iii) Contractor's indemnification obligations pursuant to Article 18.

ARTICLE 11 - VARIANCES FROM BUDGET; QUARTERLY REVIEW OF PERFORMANCE UNDER PLAN AND BUDGET

11.1 Notification as to Variance from Budget or Plan

If during any Operating Year either Party becomes aware that (i) the aggregate Operating Costs for such Operating Year have exceeded or shall likely exceed the applicable Budget amounts for such Operating Costs, (ii) the Facility is operating at a deviation from the projections contained in the applicable Plan, or (iii) any other unforeseen circumstances have arisen which may require an adjustment to a Budget or Plan, then that Party shall promptly notify the other Party. MIRA and Contractor shall cooperate in good faith to identify potential reductions in Operating Costs or increases in Facility throughput of Acceptable Recyclables or Revenues (or both). Contractor shall use commercially reasonable efforts to implement any such actions mutually agreed upon by MIRA and Contractor to address any scenario within the purview of this Section 11.1.

11.2 Quarterly Review of Contractor Performance

MIRA and Contractor shall meet at least quarterly at MIRA's Business Office to review Contractor's compliance with the Budget and Plan, the performance of any Subcontractor under a Subcontract, the performance of any Capital Project Contractor and any related matters. Contractor shall cooperate with MIRA with respect to such review and shall implement measures to correct any deficiencies identified by MIRA.

ARTICLE 12 - Contractor PROVISION OF INFORMATION

12.1 Facility Information; Contractor Provision of Facility Information

Contractor shall maintain information received from any Person, or recorded, prepared or otherwise generated by it that is necessary for the performance of the Services, export of Recovered Products, the implementation of any Capital Project, or which is necessary for

Contractor or MIRA as applicable, to comply with Applicable Law, any Facility Agreement, or to conduct any other Facility business, including Facility planning (collectively, “Facility Information”). Contractor shall provide MIRA with specified Facility Information within three (3) Business Days after a written request by MIRA for such Facility Information. Without limitation of the preceding sentence, Contractor shall make all Facility Information available during regular business hours for MIRA's inspection, and MIRA shall be entitled to make copies of any such records. Contractor agrees that all Facility Information is the property of MIRA, and further agrees to turn over all Facility Information to MIRA upon the expiration or termination of this Agreement.

12.2 Updates of Contractor Documents

Contractor shall promptly provide MIRA with copies of any proposed amendments or any other changes to the O&M Manual for O&M Services and the Administrative Procedures Manual for its review and approval.

12.3 Litigation and Permit Lapses

Upon the receipt of written notification as to any of the following relating to the Facility, the Services or any Capital Project, each Party shall provide verbal notice immediately and, within three Business Days provide written notice to the other Party of the same: (i) any litigation, action or other claim filed by or with any Governmental Authority; (ii) any refusal to grant, renew or extend (or any action filed with respect to the granting, renewal or extension of) any Permit; (iii) any notice of violation, fine or other penalty issued by any Governmental Authority; (iv) any other dispute with any Governmental Authority which could reasonably be expected to affect the operation or maintenance of the Facility; or (v) any litigation, action or other claim filed by any Third Party other than a Governmental Authority which could reasonably be expected to affect the operation or maintenance of the Facility. In addition to its obligation to the other Party after the receipt of written notification as to the matters identified in clauses (i), (ii), (iii), (iv) or (v), each Party shall provide verbal notice immediately and, within three Business Days also provide written notice to the other Party as to the receipt of any oral or written communications concerning such matters, which the receiving Party reasonably believes may affect the Facility, the Services or any Capital Project.

12.4 Reports; CMMS

Contractor shall provide MIRA with a daily, monthly and annual report (a “Daily Report,” “Monthly Report,” or “Annual Report,” as applicable; collectively “Reports”) containing Facility throughput, tons processed per hour and downtime on both the single stream and comingled processing segments of the Facility, bale inventories by commodity and other Recovered Products, Recycling Residue tons and Recycling Residue percentage of delivered Acceptable Recyclables and other operating parameters pertaining to the Services (“Operating Parameters”), as MIRA deems necessary to evaluate and monitor Facility performance on an ongoing basis. Contractor shall input and maintain the Operating Parameters in a shared database accessible by, and acceptable to MIRA, and shall provide the Reports in both electronic and hard copy formats acceptable to MIRA. In addition, Contractor shall implement and maintain a

Computerized Maintenance Management System (“CMMS”) for the Facility in a format acceptable to MIRA, which collects and stores information in a convertible format. The CMMS shall be accessible at all times by the MIRA Facility General Manager and other key MIRA Personnel as are designated by MIRA from time to time.

12.5 Monthly Deviation Report

On or before the tenth day of each Month, Contractor shall provide MIRA with a monthly report (a “Monthly Deviation Report”) in a form acceptable to MIRA, as to any deviations in (i) Operating Costs from the applicable Budget amounts, and (ii) projections from the applicable Plan, for the preceding Month.

12.6 Special Reports

Contractor shall provide to MIRA such special reports of unusual or significant unplanned operating events as soon as reasonably possible.

ARTICLE 13 - LIMITATIONS ON CONTRACTOR AUTHORITY

13.1 Limitation on Contractor Authority over Budget and Plan

MIRA retains ultimate authority over all expenses incurred with respect to the Facility, including all expenses incurred in the performance of the Services or the implementation of any Capital Project. Accordingly, Contractor shall accept each Budget and Plan as approved by MIRA, and shall additionally implement any Capital Project or perform any Capital Project Contract in the manner approved by MIRA. To the extent that MIRA does not approve, or otherwise limits funds for specific Operating Costs, Contractor shall be relieved from the obligation to perform only the specific Services which would have incurred such Operating Costs. Contractor may at any time deliver a written report to MIRA containing Contractor’s reasons for believing that any disallowed Operating Cost is prudent; however, MIRA shall incur no obligation as the result of its acceptance of any such report.

13.2 General Limitation on Contractor Authority

Contractor has no authority to make policies or decisions with respect to the overall operation of the Facility as an ongoing enterprise, and agrees that MIRA shall determine all such matters. Therefore, no provision in this Agreement shall be deemed to permit, and Contractor shall take no action to do any of the following, unless specifically authorized and directed to do so by MIRA:

13.2.1 Dispose of Assets

Sell, lease, pledge, mortgage, encumber, convey, or make any license, exchange or other transfer or disposition of the Facility or any other property or assets of MIRA, including any property or assets purchased by Contractor of which the cost is an Operating Cost or a cost related to a Capital Project.

13.2.2 Make Expenditures

Make any expenditure or acquire on an Operating Cost basis any goods or services from Third Parties, except in conformity with a Budget or as otherwise authorized by MIRA; provided, however, that in the event of an actual or threatened Emergency, Contractor, without approval from MIRA, may make such reasonable expenditures as are necessary to prevent or mitigate such Emergency.

13.2.3 Take Other Actions

Take or agree to take any other action or actions that individually or in the aggregate, materially varies from the applicable Budget and Plan; provided, however, that in the event of an actual or threatened Emergency, Contractor, without approval from MIRA, may take all reasonable actions to prevent or mitigate such Emergency.

13.2.4 Act Regarding Lawsuits and Settlements

Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due from MIRA or Contractor, the cost of which, in the case of Contractor, would be an Operating Cost, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to the same; or

13.2.5 Pursue Transactions

Engage in any transaction on behalf of MIRA not authorized by this Agreement.

ARTICLE 14 - COMPENSATION; PAYMENT

14.1 Contractor Article 2 Compensation – Transition Services

Contractor Article 2 Compensation for Transition Services is contained in Schedule 14.1 attached hereto and is incorporated into this Agreement.

14.2 Contractor Article 3 Compensation – O&M Services

Contractor Article 3 Compensation for O&M Services is contained in Schedule 14. 2 attached hereto and is incorporated into this Agreement.

14.3 Contractor Incentive Based Compensation and Site Personnel Incentive Pay Pool Calculation

Contractor Incentive Based Compensation and Site Personnel Incentive Pay Pool Calculation are contained in Schedule 14.3 attached hereto and are incorporated into this Agreement.

14.4 Operating Account

Operating Account provisions are contained in Schedule 14.4 attached hereto and are incorporated into this Agreement.

ARTICLE 15 - EVENTS OF DEFAULT; REMEDIES

15.1 Contractor Events of Default

Each of the following events shall constitute a “Contractor Event of Default”:

- (a) Any representation or warranty made by Contractor herein, or in any certificate or other document executed and delivered by Contractor on or after the Effective Date in connection herewith, is untrue in any material respect on the Effective Date or on the Transition Period Commencement Date, as applicable;
- (b) Contractor (i) fails to obtain or maintain as applicable any Permit required by Applicable Law to be held in the name of Contractor; or (ii) otherwise fails to comply with any order, injunction, decree, directive, interpretation or pronouncement of or by any Governmental Authority (including the failure to timely pay any fine or other monetary penalty), and such failure continues for thirty (30) Days after written notice of the same from MIRA; provided that any such failure by Contractor which (i) is the subject of a good-faith appeal or other such adjudication by Contractor (until such time as all such adjudications have been finely resolved), or (ii) has no material impact on MIRA, Contractor, the Facility, the Site or Contractor’s ability to perform the Services, shall not be a Contractor Event of Default.
- (c) Contractor becomes Bankrupt;
- (d) A Lien has been made against all or any part of the Facility or the Site (or any interest in either) as the result of any encumbrance created, incurred, assumed or suffered to exist by Contractor or any Person claiming through it, and such Lien has not been vacated, removed or stayed by court order, bonding or otherwise within thirty (30) days after written notice from MIRA as to the existence of such Lien;
- (e) Contractor is in default of any obligation, including a payment obligation to a Third Party, and such default impairs or has a reasonable probability of impairing Contractor’s ability to perform the Services; and such failure continues for thirty (30) Days after written notice of the same from MIRA;
- (f) Contractor persistently or repeatedly materially fails to perform any of the Services in the manner required by this Agreement, including any failure to perform O&M Services in a manner consistent with Prudent Operating and Maintenance Practice, having earlier been notified under Section 15.2 of such failure or a similar failure;

- (g) Contractor fails to conform any Subcontract or Capital Project Contract to any MIRA requirement concerning the same; and such failure continues for thirty (30) Days after written notice of the same from MIRA;
- (h) Contractor is in breach of any MIRA-approved Subcontract or Capital Project Contract, and such breach continues for thirty (30) days after written notice from MIRA as to such breach; or
- (i) Contractor otherwise materially fails to perform or observe any obligation, covenant or condition required under this Agreement, and such failure continues for thirty (30) days after written notice from MIRA as to the same.

15.2 MIRA Notice as to Contractor Event of Default; Cure Period as to Certain Contractor Events of Default

MIRA shall provide written notice to Contractor of any Contractor Event of Default. For any Contractor Event of Default under Section 15.1(b), 15.1(d), 15.1(e), 15.1(g); 15.1(h) or 15.1(i) for which a cure period (the “Contractor Cure Period”) is provided, if the subject Contractor Event of Default is not reasonably susceptible to cure within Contractor Cure Period, and provided that Contractor has taken appropriate steps to cure such Contractor Event of Default (and shall in fact cure such Contractor Event of Default within a reasonable time), then Contractor shall have satisfied the requirements for the cure of such Contractor Event of Default, as MIRA shall determine within reasonable commercial discretion.

15.3 MIRA Remedies After Uncured Contractor Event of Default

Upon the occurrence of any one or more Contractor Event(s) of Default and Contractor’s failure to cure, as applicable, any Contractor Event(s) of Default for which a Contractor Cure Period or any longer period is permitted pursuant to Section 15.2, then MIRA may exercise any one or all of the following remedies, either cumulatively, successively or alternatively:

15.3.1 Termination of this Agreement

MIRA may upon written notice to Contractor (the “MIRA Termination Notice”), terminate this Agreement; such termination to be effective on the Termination Date specified in such notice, which Termination Date shall be no less than six Months and no greater than eighteen Months after the date of the MIRA Termination Notice.

15.3.2 Payment

If any Contractor Event of Default is by reason of the failure to pay any monies (including to any third Party), MIRA, without obligation to do so or the obligation to pay additional monies after a partial payment, may make partial or full payment on behalf of Contractor of such monies, and all amounts so paid by MIRA shall be due from Contractor within three (3) Business Days after a MIRA demand therefore. No MIRA payment pursuant to this Section 15.3.2

shall affect MIRA’s rights against Contractor by reason of Contractor Event of Default necessitating such payment.

15.3.3 MIRA Cure

MIRA may cure, without obligation to so cure (or after having commenced or attempted to so cure, without obligation to continue such action), any Contractor Event of Default; provided that (A) MIRA shall not incur any liability to Contractor for any MIRA act or omission during the course of curing or attempting to cure any Contractor Event of Default, and (B) MIRA’s cure of any Contractor Event of Default shall not affect MIRA’s rights against Contractor by reason of such Contractor Event of Default.

15.3.4 Other Remedies

MIRA may pursue such other legal or equitable remedies and exercise such other rights or powers available to MIRA in its sole and absolute discretion, including self-help.

15.4 MIRA Events of Default

Each of the following events shall constitute a “MIRA Event of Default”:

- (a) Any material representation or warranty made by MIRA herein, or in any certificate or other document executed and delivered by MIRA on the Effective Date in connection herewith, is untrue in any material respect on the Effective Date or on the Transition Period Commencement Date, as applicable;
- (b) MIRA shall (i) fail to obtain or maintain as applicable any Permit required by Applicable Law; or (ii) otherwise fail to comply with any order, injunction, decree, directive, interpretation or pronouncement of or by any Governmental Authority (including the failure to timely pay any fine or other monetary penalty); provided that any such failure by MIRA which (i) is the subject of a good-faith appeal or other such adjudication by MIRA (until such time as all such adjudications have been finely resolved), or (ii) has no material impact on MIRA, Contractor, the Facility, the Site or Contractor’s ability to perform the Services, shall not be a MIRA Event of Default;
- (c) MIRA shall fail to make any payment due and payable to Contractor (other than a disputed payment); or
- (d) MIRA shall otherwise materially fail to perform or observe any material obligation, covenant or condition required pursuant to this Agreement.

15.5 Contractor Notice as to MIRA Event of Default; Cure Period

Contractor shall provide written notice to MIRA of any MIRA Event of Default. MIRA shall have thirty days from the date of receipt of such notice (the “MIRA Cure Period”) to cure such MIRA Event of Default, provided that (i) if the subject MIRA Event of Default is not reasonably susceptible to cure within the MIRA Cure Period, and (ii) MIRA has

taken appropriate steps to cure such MIRA Event of Default (and shall in fact cure such MIRA Event of Default within a reasonable time), then MIRA shall have satisfied the requirements for cure of such MIRA Event of Default.

15.6 Contractor Remedies After Uncured MIRA Event of Default

Upon the occurrence of any one or more MIRA Event(s) of Default and MIRA's failure to cure such MIRA Event(s) of Default within the MIRA Cure Period or any additional period permitted pursuant to Section 15.5 hereof, then Contractor may upon written notice to MIRA (the "Contractor Termination Notice"), terminate this Agreement, effective on the date specified in such notice, which Termination Date shall be no less than six Months and no greater than eighteen Months after the date of Contractor Termination Notice, provided however that Contractor may terminate this Agreement immediately after the applicable cure period in the event of a MIRA Event of Default for an undisputed payment under Section 15.4(c); provided further that Contractor may suspend services immediately if MIRA's direct actions or omissions render Contractor unable to operate the Facility in accordance with the Permits or Applicable Law.

15.7 Termination Payment

Within thirty (30) days after the Termination Date, MIRA shall pay Contractor all undisputed amounts due and payable for O&M Services properly performed by Contractor up to and including the Termination Date. Collectively and net of any amounts due to MIRA, all amounts due to Contractor after the termination of this Agreement are the "Termination Payment." Contractor shall not receive and MIRA shall make no payment for anticipated or actual lost profits by Contractor resulting from the termination of this Agreement.

15.8 Obligations of Contractor Upon Notice of Termination

After either its receipt of a MIRA Termination Notice or its transmittal of a Contractor Termination Notice, Contractor: (i) shall not begin work on any non-commenced Capital Project; (ii) shall complete prior to the Termination Date any Capital Project begun prior to the receipt or transmittal of such notice or, if any such Capital Project cannot be completed prior to the Termination Date, Contractor shall deliver or cause any Capital Project Contractor to deliver such Capital Project to MIRA on the Termination Date in a condition such that the Capital Project shall not deteriorate until MIRA or a New Contractor has the opportunity to complete such Capital Project; (iii) shall cease the performance of the Services, other than those Services necessary for the continued operation of the Facility, and to keep the Facility in good working order and condition; (iv) shall perform any actions requested by MIRA pursuant to Section 16.4; and (v) generally conduct its operations at the Facility such that MIRA or a New Contractor may commence the performance of the Services on the Termination Date without disruption.

15.9 Limitation on Remedies

The remedies under this Agreement for: (i) any breach of contract; (ii) any negligent act or omission; (iii) death or personal injury; or (iv) loss of or damage to any property, are to

the exclusion of any other remedy for items (i) – (iv) herein that either Party may have against the other under law.

ARTICLE 16 - EXPIRATION OR TERMINATION; TRANSITION

16.1 Survival of Certain Provisions

Upon the expiration or earlier termination of this Agreement, all rights and obligations shall be null and void so that neither Party shall have any further rights or obligations to the other Party; provided, however, that the following provisions shall survive the expiration or earlier termination of this Agreement: (a) any and all indemnity and payment, and Remediation obligations of Contractor or MIRA arising hereunder and under Applicable Law together with applicable limitations of liability, (b) MIRA's remedies following a Contractor Event of Default and Contractor's remedies following a MIRA Event of Default, (c) the provisions of this Article 16; and (d) any other provision hereof which expressly survives the expiration or earlier termination of this Agreement.

16.2 Transfer of Custody

Upon the expiration or termination of this Agreement, Contractor shall vacate the Facility, and shall turn over to MIRA all Facility documents and records (including the O&M Manual for O&M Services, the Administrative Procedures Manual, all other manuals prepared for the Facility and the information described in Section 12.4), tools, supplies, spare parts and other materials, safety equipment, and any other items paid for by MIRA as Operating Costs; all of which shall remain the property of MIRA without additional compensation to Contractor. In addition, on request of MIRA, Contractor shall execute all documents and take all other reasonable steps necessary to assign to and vest in MIRA all rights, benefits, interests and title in connection with any Site Personnel collective bargaining agreement, Subcontract or any Capital Project Contract. MIRA shall accept assignment from Contractor of any Third Party vendor agreement (excluding any Site Personnel collective bargaining agreement) that is not terminable at the Termination Date. If MIRA does not accept such assignment, it shall pay to Contractor all cancellation or other costs associated with the early termination of such Third Party vendor agreement. To the extent permitted by Applicable Law, MIRA shall only assume liability arising under any such Subcontract or Capital Project Contract, for events for which it is responsible and occurring after the assumption by MIRA of such employment agreement, Subcontract or Capital Project Contract.

16.3 Certain Obligations Concerning Site Personnel and Home Office Personnel

Contractor shall be solely responsible for complying with all Applicable Law relating to the cessation of its operations at the Facility with respect to Site Personnel and Home Office Personnel, and (as between MIRA and Contractor) with respect to the employees of any Subcontractor or Capital Project Contractor. Without limiting the generality of the preceding sentence, Contractor shall timely provide all required notices and other information required under Applicable Law to Site Personnel and Home Office Personnel. Additionally, Contractor shall be solely responsible for salary, severance,

health benefits, pension benefits, workers compensation, fines, penalties and all other monies due and owed as the result of Contractor's compliance or non-compliance with such Applicable Law.

16.4 Transition

In connection with the transition from Contractor to a new Person or Persons (individually or collectively a "New Contractor"), Contractor, after its receipt or transmittal of any termination notice pursuant to Section 15.3.1, and continuing for a period of one year following the expiration or termination of this Agreement, shall reasonably cooperate with MIRA and any New Contractor to ensure an orderly transition to the performance of the Services by the New Contractor. MIRA shall reimburse Contractor for all reasonable expenses incurred by Contractor with respect to such cooperation. Such cooperation shall include as applicable:

- (a) The provision of access to the Facility to a New Contractor at reasonable times upon reasonable prior notice;
- (b) The cataloguing with MIRA of all tools, supplies, spare parts and other materials, safety equipment and other materials related to the subject matter hereof and located at the Facility. With respect to any materials located at the Facility owned by Contractor (as agreed to by MIRA), if Contractor does not remove any such materials within ten days after the expiration or termination of this Agreement, such materials shall be deemed abandoned by Contractor and may either be retained by MIRA as its property without the execution of any further instrument or the payment of any consideration therefore, or may be disposed of by MIRA without recourse to MIRA; and
- (c) The furnishing to MIRA upon written request of a list of all Site Personnel, together with information including their job titles, job descriptions, length of employment at the Facility, and level of salary and benefits. Contractor shall permit MIRA or a New Contractor to hire those Site Personnel whom the MIRA or New Contractor desires to retain. To facilitate employee transfer, Contractor shall permit MIRA and the New Contractor to interview Site Personnel without obligation to hire the same, in a manner and at times that do not interfere with Contractor's responsibility to perform the Services.

16.5 Contractor Failure to Cooperate

If Contractor fails to cooperate with MIRA or a New Contractor as required pursuant to Section 16.4 hereof, MIRA shall so notify Contractor in writing, which notice shall include MIRA's basis to claim such failure to cooperate. If Contractor fails to cure such non-compliance within ten days following receipt of such notice, then Contractor shall pay to MIRA upon demand, all of MIRA's costs and expenses arising from such failure.

ARTICLE 17 - INSURANCE

17.1 Contractor Insurance

At all times during the Term, Contractor shall procure and maintain for the benefit of MIRA and Contractor, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Services hereunder performed by Contractor and its agents, employees, and any Subcontractor or Capital Project Contractor.

17.2 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (a) Commercial General Liability written on an Occurrence policy form.
- (b) Automobile Liability insurance Combined Single Limit.
- (c) Workers' Compensation insurance as required by the State of Connecticut.
- (d) Employers' Liability insurance.
- (e) Excess Liability insurance.
- (f) Pollution Liability insurance.

17.3 Minimum Limits of Insurance

Contractor shall maintain limits no less than the following:

- (a) General Liability:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate Per Location
 - \$2,000,000 Products-Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
- (b) Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage. Include Owned, Hired, and Non-Owned Auto Liability.
- (c) Workers' Compensation:
 - Statutory Limits.
- (d) Employers' Liability:
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease-Policy Limit
 - \$1,000,000 Disease-Each Employee
- (e) Excess:

\$35,000,000 Claims-made excess policy in excess of the General Liability, Automobile Liability, and Employers Liability policies, with coverage at least as broad as provided in such underlying policies. In addition, such policy shall not exclude liability to third parties to this Agreement for gradual or abrupt and accidental pollution exposure.

(f) Pollution Liability:

\$1,000,000 Each Occurrence covering Contractor's operations at the Facility. Coverage form shall provide that it responds to any releases caused by Contractor's daily operations and any exacerbation of existing conditions at the Facility by Contractor. Policy shall be specific to the Facility and deductible shall be no greater than \$250,000 per claim.

17.4 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by MIRA.

17.5 Other Insurance Provisions

All of Contractor's policies shall contain or be endorsed to contain the following provisions:

- (a) Contractor shall cause its insurers to waive any rights of subrogation against MIRA, together with its officers, directors, employees, representatives, agents, successors and assigns, and Contractor shall make each such Person an additional insured with respect to all liability policies procured by Contractor pursuant to this Agreement (other than workers' compensation policies). For the avoidance of doubt, the Parties intend that MIRA shall have the maximum protection available to that Party from the insurance policies owned by Contractor. MIRA shall be included as additional insured on all liability insurance, including General Liability, Excess Liability, Automobile Liability and Pollution Liability. The General Liability Additional Insured endorsement must include "on-going operations" and "completed operations" coverage for the additional insured. Contractor shall provide MIRA with a copy of the applicable Certificate of Insurance confirming MIRA's status as an Additional Insured on an annual basis such that MIRA at all times has written confirmation of the insurance provided and in-place.
- (b) Coverage shall not be cancelled, materially changed, or non-renewed without at least 30 days prior written notice to MIRA. To the extent possible such notice shall be provided by Contractor's Insurer. If not, Contractor shall directly assume this notification responsibility.
- (c) All insurance must apply to the subject matter of this Agreement only and be primary, and no contributions shall be permitted from any insurance or self-insurance of MIRA.

- (d) Contractor waives, and shall require its insurers to waive by endorsement, all subrogation rights against MIRA and its directors, employees, representatives, agents, successors and assigns, for losses and damages incurred under insurance policies required by any Subcontract or Capital Project Contract.
- (e) MIRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for (i) the existence, non-existence, form or legal sufficiency of the insurance described on such certificate, (ii) the solvency of any insurer, or (iii) the payment of losses.

17.6 Acceptability of Insurance

Contractor’s insurance companies shall be rated A-VII or better by A.M. Best. Insurance carriers shall be lawfully authorized to do business in the jurisdiction where the Services are being performed, unless otherwise approved by MIRA.

17.7 Verification of Coverage

No Services shall be performed by or for Contractor until a certificate of insurance is submitted to MIRA that complies with all requirements of this Article 17, and MIRA has approved such certificate in writing.

17.8 Subcontractors; Capital Project Contractors

Contractor shall include any Subcontractor or Capital Project Contractor as an insured under Contractor’s policies or shall furnish separate certificates and endorsements for each Subcontractor or Capital Project Contractor. MIRA shall be provided notice of and have the option of reviewing and approving all proposed insurance coverages for Subcontractors and Capital Project Contractors.

17.9 MIRA Insurance

MIRA shall provide and maintain, to the extent reasonably available, reasonable and customary property insurance covering the Facility. MIRA shall waive and shall require its insurers to waive all subrogation rights against Contractor and its directors, employees, representatives, agents, successors, assigns, and subcontractors for losses and damages incurred and paid under such policies.

17.10 Performance Security

On or prior to the Effective Date, Contractor shall furnish MIRA with a Performance Bond or a Letter of Credit as security for faithful performance of the Services in the form attached hereto as Exhibit 4 and in the amount of _____ (\$_____) DOLLARS to guarantee Contractor’s performance of the Services (the “Bond”). The Bond shall be issued and executed by a surety acceptable to MIRA and authorized to transact business in Connecticut. The surety must also be listed by the United States Treasury Department in its latest list as a qualified surety acceptable to the United States Government. The amount of the Bond may exceed the limit for which the United States Treasury

Department has qualified the surety only if the excess is reinsured with surety companies that are qualified on the United States Treasury Department list for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the Bond must accompany the Bond.

Contractor shall maintain the Bond in full force and effect during the Initial Term of this Agreement. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration dates of the Bond, Contractor notifies MIRA by certified mail that the surety of the Bond elects not to renew such Bond. Failure to maintain or renew the Bond under the aforesaid terms shall constitute an Event of Default by Contractor under this Agreement. If the surety on the Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Bond due to no fault of Contractor, Contractor shall immediately substitute another bond (or another letter of credit) and surety, subject to the requirements set forth in this Section 17.10.

In the event Contractor fails to perform any of its obligations under this Agreement, withdraws from this Agreement, an Event of Default occurs or the contract is terminated, MIRA shall have the right, in addition to all other rights and remedies available to MIRA hereunder or otherwise, to exercise any or all of MIRA's rights and remedies under the Bond.

ARTICLE 18 - INDEMNIFICATION

18.1 Indemnification by Contractor

Contractor at its sole cost and expense shall indemnify, defend and hold harmless MIRA and its directors, officers, employees, servants, representatives, agents, successors and assigns (collectively, the “MIRA Indemnified Parties”) from and against any and all liabilities, penalties, fines, violations, sanctions, damages, losses, settlements, orders, decrees, liens, debts, charges, executions, interest, personal injuries, costs and expenses, including attorneys’ and other professionals’ fees and court costs (collectively, “Costs”) arising directly or indirectly in connection with any and all Third Party (including employees of Contractor and MIRA) suits, claims, actions and causes of action, fees, damages, administrative proceedings, losses, obligations, penalties, assertions, judgments, inquiries, demands, investigations and proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, “Claims”) arising directly or indirectly from: (i) any misrepresentation or breach of any representation or warranty herein by Contractor; (ii) acts of negligent commission or omission by Contractor with respect to the performance of its obligations hereunder; (iii) any other breach of this Agreement by Contractor; (iv) any act of negligent commission or omission by Contractor with respect to oversight and management of any Subcontractor or Capital Project Contractor; and (v) any Environmental Condition caused by Contractor, or Contractor’s negligent oversight and management of any Subcontractor or any Capital Project Contractor. Without limitation of the preceding sentence, Contractor shall not be required to indemnify, defend and hold harmless any MIRA Indemnified Party for any Costs or Claim due to the proven willful

misconduct or negligence of any MIRA Indemnified Party, and the MIRA Indemnified Party whose willful misconduct or negligence is adjudged to have caused such Costs or Claim will reimburse Contractor for its expenses in defending any Claim as required above. Contractor shall use counsel reasonably acceptable to MIRA in performing its obligations under this Article 18. Contractor's obligations to indemnify, defend and hold harmless the MIRA Indemnified Parties against any Claim, includes any Claim arising from any breach by Contractor of any confidentiality obligations with respect to any part of or all of the RFP, or any claimed infringement by Contractor of any Person's intellectual property rights or other proprietary rights. Notwithstanding the requirements of this Article 18, but subject to Section 5.6 hereof, Contractor's obligations under this Article 18 shall not extend to any liability for Costs or other Claims related to any Pre-Existing Contamination existing on or prior to the Commencement Date or allocated in whole or in part by any Governmental Authority to periods prior to the Commencement Date. The requirements of this Section 18.1 are for the protection of the MIRA Indemnified Parties only and shall not establish, of themselves, any liability to any Third Party.

18.2 Indemnification by MIRA

To the extent it is allowed to do so by law and subject to the limitation of liability in Section 18.7, MIRA shall indemnify and hold harmless Contractor and its respective officers, directors, employees, agents and representatives (collectively the "Contractor Indemnitees") from and against, and no Contractor Indemnitee shall have responsibility for, any and all claims, damages, judgments, losses, obligations, liabilities, actions and causes of action, fees (including reasonable attorney's fees and disbursements), costs (including court costs) expenses penalties, fines and sanctions sustained or suffered by any Contractor Indemnitee in connection with injury or death to third parties or loss of or damage to property of third parties to the extent proven to be caused by MIRA's negligence, willful misconduct or willful violation of any Applicable Law or willful breach of any material representation, warranty or covenant in this Agreement. Without limitation of the preceding sentence, MIRA shall not be required to indemnify, defend and hold harmless any Contractor Indemnitees for any Costs or Claim due to Willful Misconduct or negligence of any Contractor Indemnitees, and the Contractor Indemnitees whose Willful Misconduct or negligence is adjudged to have caused such Costs or Claim will reimburse MIRA for its expenses in defending any Claim as required above.

18.3 Property Damage

In the event of a claim under a MIRA insurance policy for damage to the Facility that is attributable to Contractor's negligence, Contractor shall be liable for the payment of any deductible. Without limitation of Contractor's indemnification obligations pursuant to Section 18.1 hereof, Contractor shall indemnify and reimburse MIRA for any and all damage to real or personal property of MIRA caused by Grossly Negligent acts of commission or omission by Contractor, Recklessness, Willful Misconduct, willful violation of any Applicable Law or Contractor's Grossly Negligent oversight and management of any Subcontractor or any Capital Project Contractor. MIRA shall give prompt notice to Contractor of any damage resulting from such acts requiring such reimbursement.

18.4 Attorney's fees

No MIRA Indemnified Parties shall be responsible for any cost for which Contractor is responsible under sections 18.1 and 18.3. MIRA shall be entitled to collect from Contractor all attorney's fees and costs incurred to enforce any of Contractor's indemnification obligations under this Agreement.

18.5 Survival

The indemnities contained in this Article 18 shall survive the transactions contemplated hereby and the expiration or earlier termination of this Agreement and shall not be affected in any way by the presence or absence of insurance, or by the failure or refusal by any insurance carrier to perform any obligation on its part to be performed under any insurance policies maintained by Contractor pursuant to Article 17 hereof.

18.6 Governmental Actions

During the Term of this Agreement Contractor shall cooperate and assist MIRA with MIRA's acquisition of data and other information for the preparation and filing with appropriate Governmental Authorities of any notice, plan, submission, or other document necessary for compliance with applicable Environmental Laws and the requirements of any Permit. All such documents shall be submitted by and in the name of MIRA and not Contractor, unless otherwise required by Applicable Law. All costs associated therewith, including the costs of any outside consultants, legal fees, fees to Governmental Authorities, sampling and Remedial work shall be paid by MIRA or reimbursed to Contractor as an Operating Cost, unless such costs are subject to Contractor's indemnity obligations pursuant to Section 18.1. Any action by Contractor pursuant to any Environmental Law (including any proceeding and filings made in connection therewith) or the payment by Contractor of any costs thereof, shall only be made with MIRA's prior written consent, unless a Governmental Authority or Applicable Law requires Contractor to take such action or incur such costs prior to obtaining such consent. Nothing in this Section 18.6 shall require Contractor to take any Remedial action unless Contractor is affirmatively and expressly directed in writing to so do by MIRA, or as ordered by a Governmental Authority as permitted by this Section 18.6, in order to comply with any Environmental Law or as necessary to respond to any Emergency.

18.7 Limitation of Liability

In no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall either Party (or its members, employees, directors) be liable to the other for loss of profit or revenues, loss of use of the Facility or any associated equipment, cost of capital, or replacement power, cost of substitute equipment, facilities or services, downtime costs, claims of customers for such damages, or for any special, consequential, incidental, indirect or exemplary damages.

Except as expressly provided in this Agreement, neither party makes any warranties or guarantees to the other, either express or implied, with respect to the subject matter of this Agreement, and both parties disclaim and waive any implied warranties or warranties imposed by law, including merchantability or fitness for a particular purpose.

ARTICLE 19 - REPRESENTATIONS AND WARRANTIES

19.1 Certain Representations and Warranties of Contractor

Contractor hereby represents and warrants to MIRA that as of the Effective Date:

- (a) Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of _____. Contractor is qualified to do business in the State of Connecticut. Contractor's Connecticut taxpayer identification number is _____.
- (b) The execution and delivery of this Agreement by Contractor and its performance hereunder (i) has been duly authorized by all requisite action, (ii) will not require any approval by any Governmental Authority and (iii) will not violate any provision of Applicable Law or any indenture, agreement or other instrument to which Contractor is a party or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute a default thereunder or a Lien on any property of Contractor.
- (c) This Agreement constitutes the legal, valid and binding obligation of Contractor and is enforceable against Contractor in accordance with its terms.
- (d) All documents, information and materials provided to MIRA by or on behalf of Contractor (including the RFP Response) were on the date provided, true and correct in all material respects.
- (e) There is no action, suit or proceeding involving Contractor, or no existing events or circumstances that could, individually or collectively, reasonably be expected to materially adversely affect Contractor's businesses, operations, assets, properties, or financial stability, or the ability of Contractor to perform fully its obligations under and as contemplated by this Agreement.
- (f) There is no claim, action, suit, arbitration, mediation or proceeding at law or in equity, or before or by any Governmental Authority that is pending against Contractor that could reasonably be expected to have a material adverse effect (i) on the transactions contemplated by this Agreement; (ii) the validity or enforceability of this Agreement; or (iii) Contractor's ability to perform fully the Services.
- (g) This Agreement has been entered into by Contractor without fraud or collusion by Contractor.
- (h) This Agreement has been entered into by Contractor following its own independent investigation, examination and due diligence with respect to the subject matter hereof without any representation or warranty (whether express or implied, in fact or in law) by or on behalf of MIRA except as otherwise specifically provided herein.
- (i) Contractor has filed all federal, state and local tax returns which it is required to file, if any. Contractor has paid or caused to be paid to the respective

taxing authorities all taxes as shown on such returns or on any assessments received by it to the extent that such taxes have become due, or has filed a sales tax security bond with respect to same. Contractor knows of no proposed material tax assessment against Contractor, and Contractor is not obligated by any other agreement, tax treaty, instrument or otherwise to contribute to the payment of taxes owed by any other Person. All material tax liabilities are adequately provided for or reserved against, on the books of Contractor.

- (j) Contractor has (i) paid all applicable workers' compensation and second injury fund assessments concerning all previous work done by Contractor in the State of Connecticut, if any; (ii) paid all applicable unemployment compensation contributions concerning all previous work done in the State of Connecticut, if any; and (iii) has not been cited for non-compliance with or violations of the Occupational Health and Safety Administration regulations.
- (k) Contractor has substantial expertise and experience in the operation and maintenance of recycling facilities and it is fully qualified to operate and maintain the Facility in accordance with the terms of this Agreement.

19.2 Certain Representations and Warranties of MIRA

MIRA hereby represents and warrants to Contractor that as of the Effective Date:

- (a) MIRA has the full power and authority to execute and deliver this Agreement, and perform any and all of its obligations hereunder.
- (b) The execution and delivery of this Agreement by MIRA and its performance hereunder (i) have been duly authorized by all requisite action, (ii) will not require any Governmental Approval, and (iii) will not violate any provision of Applicable Law or any indenture, agreement or other instrument to which MIRA is a party or by which MIRA is bound, or be in conflict with, result in a breach of, or constitute a default thereunder or a Lien on any property of MIRA.
- (c) This Agreement constitutes the legal, valid and binding obligation of MIRA and is enforceable against MIRA in accordance with its terms.
- (d) There is no action, suit or proceeding at law or in equity, or before or by any Governmental Authority pending against MIRA, or against or with respect to the Facility that could reasonably be expected to have a material adverse effect on: (i) the transactions contemplated by this Agreement; (ii) the validity or enforceability of this Agreement; or (iii) MIRA's ability to perform its obligations under and as contemplated by this Agreement other than what has been previously provided to Contractor.

ARTICLE 20 - TITLE, DOCUMENTS AND DATA

20.1 Materials and Equipment

Contractor shall ensure that title to all materials, equipment, supplies, consumables, spare parts and other items purchased or obtained by Contractor hereunder passes directly from any Third Party to MIRA and vests in MIRA. Contractor has no title or other claim to any such item other than the right to use such item in the performance of the Services or the implementation of any Capital Project.

20.2 Documents

The O&M Manual for O&M Services and the Administrative Procedures Manual and all other manuals identified in Exhibits 2 and 3, together with the CMMS and all other operational data, Facility drawings, and reports and records (in any form) created by Contractor in connection with the performance of this Agreement are the property of MIRA. Contractor may retain for its records copies of any of the preceding documents.

20.3 Proprietary Information

Where documents or any other materials used in connection with the performance of this Agreement, whether prepared or developed by Contractor or its Affiliates, their respective employees and representatives, or any Subcontractor or Capital Project Contractor, contain proprietary or technical information, techniques or know-how previously developed by them or acquired by them from any Third Party, Contractor retains the unrestricted and irrevocable right to use or dispose of such proprietary information as Contractor deems fit. Notwithstanding the foregoing, MIRA has an irrevocable fully-paid license to use such proprietary information to the extent necessary for MIRA's operations, at no cost to MIRA other than the payments required hereunder.

20.4 Warranties

Upon the expiration or termination of this Agreement, all warranties of any kind or nature existing with respect to all equipment and parts that are or will become the property of MIRA shall automatically be assigned and set over to MIRA absolutely and without further action on the part of the Parties, with the same force and effect as though all such warranties expressly ran for the benefit of MIRA.

ARTICLE 21 - CONFIDENTIALITY

21.1 General

During the Term, and for three years after the expiration or earlier termination of this Agreement, each Party shall hold in confidence any Confidential Information supplied by the other Party. The term "Confidential Information" means, with respect to each Party, all information of a proprietary, intellectual or similar nature, relating to a Party's business methods or practices, projects, operations, activities or affairs, whether of a technical or financial nature or otherwise (including environmental assessment reports, financial information, business plans and proposals, ideas, concepts, trade secrets, know-how, processes, pricing of services or products, and other technical or business

information, whether concerning this Agreement, each Party’s respective businesses or otherwise) that has not been publicly disclosed, is identified as Confidential Information in writing, and that the receiving Party acquires directly or indirectly from the disclosing Party. Each receiving Party further agrees, to the extent requested by the disclosing Party and required by this Agreement, to require its Subcontractors, Capital Project Contractors, other contractors, vendors, suppliers, and employees, agents or prospective purchasers to preserve the confidentiality of Confidential Information. The receiving Party may make necessary disclosures to any Third Party directly engaged in the operation, ownership or financing of the Facility, if such Third Party is under a written obligation to receive and hold such Confidential Information in confidence, in a manner at least equal to the requirements of this Agreement.

21.2 Exceptions

The provisions of this Article 21 do not apply to information within one or more of the following categories:

21.2.1 Public Domain

Information that was in the public domain prior to the receiving Party’s receipt or that subsequently becomes part of the public domain by publication or otherwise, except by the receiving Party’s wrongful act; or

21.2.2 Prior Receipt

Information that the receiving Party can demonstrate was in its possession prior to receipt thereof from the disclosing Party; or

21.2.3 Third Party Delivery

Information received from a Third Party having no obligation of confidentiality with respect thereto.

21.3 Required Disclosure

Any receiving Party required by Applicable Law, including the Connecticut Freedom of Information Act, or during the course of any administrative or judicial proceeding, to disclose Confidential Information that is otherwise required to be maintained in confidence pursuant to this Article 21, may make such disclosure notwithstanding the provisions of this Article 21; subject to the provisions of this Section 21.3. Prior to making any such disclosure, the disclosing Party shall have the opportunity to review and comment upon the Confidential Information subject to the disclosure request. The disclosing Party and the receiving Party shall discuss the scope and content of the requested Confidential Information, and shall cooperate to the maximum extent practicable to minimize disclosure of such Confidential Information. The disclosing Party shall have the right to respond to any demand for disclosure and to require the receiving Party, at the disclosing Party’s expense, to withhold disclosure to the extent permitted by Applicable Law. In addition, the disclosing Party may take any action it deems necessary, at its expense, including the right to participate in any legal or administrative proceeding, to protect its Confidential Information. The receiving Party shall take reasonable steps

not to prejudice the disclosing Party’s proprietary rights to its Confidential Information, including the seeking of an appropriate protective order if requested by the disclosing Party. Nothing in this Section 21.3 shall prevent a disclosing Party from appearing in any administrative or judicial proceeding concerning the potential disclosure of Confidential Information.

ARTICLE 22 - ADDITIONAL PROVISIONS

22.1 Effect of Bankruptcy

In the event of a Bankruptcy, payments required under this Agreement shall be deemed to be administrative expenses as defined in 11 USC §503.

22.2 Subcontractors; Capital Project Contractors

Any Subcontracting of the Services or the execution and performance of a Capital Project Contract by Contractor, shall not relieve Contractor of its duties, liabilities or obligations to MIRA.

22.3 Not for Benefit of Third Parties

Except where a contrary intention is expressly stated, this Agreement and each and every provision hereof are for the exclusive benefit of the Parties and not for the benefit of any Third Party.

22.4 Force Majeure

22.4.1 Events Constituting Force Majeure

A “Force Majeure Event” is any event that restricts or prevents performance under this Agreement by either Party, is not reasonably within the control of, or caused by any act of commission or omission of an affected Party, and cannot be overcome or avoided by the exercise of due care. Force Majeure Events include any drought, flood, earthquake, storm, fire, lightning, explosion, epidemic, war, act of terrorism, acts of Governmental Authorities, civil disturbances, sabotage, work stoppages (e.g., strikes), accident, curtailment of supply, unavailability of construction materials or replacement equipment beyond the affected Party's control, inability to obtain and maintain any Permit, restraint by court order, and changes in Applicable Law that materially affect performance under this Agreement. Except for all accrued payment obligations of each Party, each Party shall be excused from performance, and will not be considered to be in default in respect to any obligation hereunder, if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations. Strikes, work stoppages, secondary boycotts or walkouts shall not be a Force Majeure Event if such action is due to: (a) Contractor’s breach of its labor agreement with any collective bargaining representative of its employees engaged in such actions; (b) Contractor’s lack of good faith or maintenance of

an unreasonable economic position in negotiating with any collective bargaining representative of the unit employees engaged in such actions; (c) Contractor's willful disregard in the context of labor negotiations of its obligations under this Agreement with the intent or effect of hindering, interfering with, or otherwise adversely affecting the Facility or of gaining an unfair advantage over MIRA with respect to the Facility or this Agreement; or (d) any lack of cooperation or resistance on the part of the previous operators of the WPF and PBF/EGF, excluding any materials or documents previous operators remove from the Facility.

22.4.2 Notice

If a Party's ability to perform its obligations under this Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (1) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five Business Days of its discovery; (2) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party; and (3) initiate efforts to remove the cause of the Force Majeure Event or to lessen its effect.

22.4.3 Scope

The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than necessary to deal with such Force Majeure Event. The excused Party shall use commercially reasonable efforts to remedy any inability to perform its obligations hereunder as the result of a Force Majeure Event.

22.5 **Dispute Resolution**

22.5.1 Assertion of Disputes

A Party seeking to assert the existence of a dispute, difference in interpretation, claim or other controversy pertaining to, arising out of or otherwise relating to this Agreement or an asserted breach hereof (individually, a "Dispute"), shall provide written notice of such Dispute to the other Party, describing the nature and substance of the Dispute. Each of Contractor and MIRA shall designate a representative who shall promptly begin discussions in an effort to agree upon a resolution of the Dispute. If the representatives do not agree upon a resolution of the Dispute within thirty (30) days after the referral of such Dispute to them, either Party may elect to abandon the discussions and pursue resolution of the Dispute as provided below.

22.5.2 Adjudication of Disputes

Any Dispute which the Parties are unable to resolve themselves shall be resolved by a court of competent jurisdiction in Connecticut, unless the Parties jointly agree to do so by arbitration or mediation. Any arbitration or mediation proceedings shall be held in Hartford, Connecticut. The Parties shall continue to

perform all of their obligations under this Agreement during the pendency of any proceeding under this Section 22.5.

22.5.3 Expenses of Litigation

If any suit or other action at law or in equity is commenced to enforce or construe any provision of this Agreement or to resolve any Dispute arising out of or in connection with this Agreement, each party shall pay its own costs and attorneys' fees, unless (a) such suit or action relates to an act or Event of Default (as defined in this Agreement), in which case the party in default shall pay the party not in default a reasonable sum for the non-defaulting party's attorneys' fees and costs of suit; or (b) otherwise specified elsewhere in this Agreement.

22.6 Amendments

No amendments or modifications of this Agreement shall be valid unless in writing and executed by duly authorized representatives of the Parties.

22.7 No Waiver

No delay, waiver or omission by a Party to exercise any right or power arising from any breach or default by the other Party of any representation, warranty, covenant or other provision of this Agreement, shall be a waiver of any subsequent breach or default of the same or other presentation, warranty, covenant or provision hereof.

22.8 Notices

Any written notice under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be either delivered personally to the Party to whom notice is given, or mailed to the Party to whom notice is to be given, by facsimile, email, courier service or first class registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at the address indicated on the first page of this Agreement, or at the most recent address specified by written notice given in the manner provided in this Section 22.8.

22.9 Counterparts

This Agreement may be executed in any number of counterparts or separate counterparts, that, when signed by each of the Parties, constitute one and the same instrument. Thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

22.10 Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of the State of Connecticut, exclusive of the conflicts of laws provisions thereof.

22.11 Interpretation

Titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, describe or otherwise

affect the scope or meaning of this Agreement or the intent of any provision hereof. All exhibits and appendices attached hereto are considered a part hereof as though fully set forth herein. This Agreement was jointly drafted and negotiated by the Parties. In the event of a dispute, the Agreement shall not be construed against either Party based upon its drafting.

22.12 Severability

If any provision of this Agreement, or the application of any such provision to any Person or circumstance, is held invalid by any court or other forum of competent jurisdiction, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to a Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that this Agreement is consummated as originally contemplated to the greatest extent possible.

22.13 Entire Agreement

This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof. Any prior or contemporaneous oral and written representations, agreements, understandings and/or statements respecting this subject matter shall be of no force and effect, including without limitation the RFP and any proposals submitted in response thereto.

22.14 Further Assurances

Each party shall take such action and deliver such instruments to the other party, in addition to the actions and instruments specifically provided for herein, as may reasonably be requested or required to effectuate the purposes or provisions of this Agreement.

22.15 Nondiscrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of this Agreement Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental

disability or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved;

- (b) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the “Commission”);
- (c) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of Hauler’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 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 relate to the provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes.
- (f) If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

22.16 Whistleblower Provision

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(h) 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.

22.17 Campaign Contribution Restriction

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, Contractor expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions attached hereto as **Exhibit 5**, and will inform its principals of the contents of the notice.

22.18 Affidavit Concerning Nondiscrimination

At the time of Contractor's submission of its Bid, Contractor provided MIRA with the executed Affidavit Concerning Nondiscrimination attached hereto and made a part of this Agreement as **Exhibit 6**.

22.19 Iran Certification Form

At the time the Contractor submitted its proposal to MIRA, it simultaneously executed a document entitled Iran Certification Form and said document is attached hereto and made a part of this Agreement as Exhibit 7.

22.20 Affidavit Concerning Consulting Fees

At the time of Contractor's submission of its Bid, Contractor provided MIRA with the executed Affidavit Concerning Consulting Fees attached hereto and made a part of this Agreement as **Exhibit 8**.

22.21 Contractor's Certification Concerning Gifts

At the time of Contractor's execution this Agreement, Contractor simultaneously executed a document entitles Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit 9**.

22.22 President's Certification Concerning Gifts.

At the time of the President of MIRA's execution of this Agreement, the President 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 10**.

22.23 Time is of the Essence

For purposes of all aspects of this Agreement time is of the essence.

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[SIGNATURE PAGE FOLLOWS]

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

CONTRACTOR

By: _____

EXHIBIT 1
DEFINITIONS

EXHIBIT 1

DEFINITIONS

“Acceptable Recyclables” includes the following types of Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by MIRA in accordance with all applicable federal, state and local laws for processing by and disposal at the Facility. Acceptable Recyclables shall include, but is not limited to, Commingled Container Recyclables, Paper Fiber Recyclables, Single Stream Recyclables and any other Solid waste deemed by MIRA in its sole discretion to be Acceptable Recyclables. Nothing herein shall be construed as requiring the shipment of Solid Waste generated by and collected from commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality for processing by and disposal at the Facility.

“Acceptable Solid Waste” includes Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments and deemed acceptable by MIRA in accordance with Applicable Law. Acceptable Solid Waste shall include the following: (i) scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness, (ii) Single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be; (iii) metal pipes, tracks and banding or cable and wire not exceeding three (3) feet in length and one and a half (1 1/2) inches in diameter; (iv) cleaned and emptied cans or drums not exceeding five (5) gallons in capacity and with covers removed; (v) automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by MIRA on a day to-day basis; (vi) paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise; (vii) Non-processible Waste; and (viii) any other Solid Waste deemed acceptable by MIRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, Recycling Residue, or other materials required to be recycled in accordance with the *Connecticut General Statutes*, or Special Waste, unless such Special Waste is approved by MIRA for disposal at the Facility, or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.

“Administrative Procedures Manual” means the manual developed by Contractor for the Facility pursuant to Section 2.2 that includes information, policies, and procedures pertinent to Contractor’s performance hereunder, including: (i) reporting, (ii) correspondence and review procedures, (iii) procurement procedures, (iv) employee policies and procedures, and (v) accounting, bookkeeping and record keeping.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person. The term “control” (including related terms such as “controlled by” and “under common control with”) means the possession, directly or indirectly, of the

power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning in the Preamble.

“Amended Agreement” has the meaning in Section 4.3.

“Applicable Law” means any applicable federal, state, municipal or local statute, regulation, rule, code, standard, ordinance, permit (including any Permit); any judgment, order, injunction, decree, directive, interpretation or pronouncement of or by any Governmental Authority; or any other authority otherwise having the force of law, including all Environmental Laws; whether in force as of the Effective Date, or as amended or enacted in the future.

“Authorized Activities” has the meaning in Section 3.3.

“Bankrupt” means a situation in which (i) Contractor files a voluntary petition in bankruptcy or is adjudicated as bankrupt or insolvent, or files any petition or answer or consent seeking any reorganization, arrangement, moratorium, composition, readjustment, liquidation, dissolution or similar relief for itself under the present or any future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, conservator or liquidator of Contractor or of all or any substantial part of its properties (the term “acquiesce,” as used in this definition, includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree within fifteen (15) days after entry of such order, judgment or decree); (ii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Contractor seeking a reorganization, arrangement, moratorium, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act, or any other present or future Applicable Law relating to bankruptcy, insolvency or other relief for debtors, and Contractor acquiesces and such decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or a trustee, receiver, conservator or liquidator of Contractor is appointed with the consent or acquiescence of Contractor and such appointment remains unvacated and unstayed for an aggregate of sixty (60) days, whether or not consecutive; (iii) Contractor states in writing its inability to pay its debts as they mature; (iv) Contractor gives notice to any Governmental Authority of insolvency or pending insolvency, or suspension or pending suspension of operations; (v) Contractor makes a general assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors (other than in the ordinary course of Contractor's business); or (vi) Contractor is dissolved, liquidated, terminated or merged.

“Budget” means the budget adopted by MIRA as provided in Section 10.1.4.

“Business Day” means any day on which MIRA’s business office is in operation.

“Capital Project” means the purchase of property, plant or equipment with an aggregate cost (including freight, labor, installation costs, taxes, etc.) equal to or greater than twenty five

thousand dollars (\$25,000.00) and with an economic useful life in excess of one year. Major extraordinary repairs that are non-recurring in nature and increase the value of the original purchase of property, plant or equipment and increase the remaining life of the property, plant or equipment will be considered a Capital Project.

“Capital Project Contract” has the meaning in Section 10.3.1

“Capital Project Contractor” has the meaning in Section 10.3.1.

“CMMS” has the meaning in Section 12.4.

“Commencement Date” means July 1, 2021.

“Commission” has the meaning in Section 22.15(b).

“Confidential Information” has the meaning in Section 21.1.

“Contractor” has the meaning in the Preamble.

“Contractor Cure Period” has the meaning in Section 15.2.

“Contractor Event of Default” has the meaning in Section 15.1.

“Contractor Termination Notice” has the meaning in Section 15.6.

“CSWS” means MIRA’s Connecticut Solid Waste System which includes the Facility together with a Waste to Energy Facility located in Hartford and four transfer stations located in Torrington, Watertown, Essex and Ellington.

“Daily Report” has the meaning in Section 12.4.

“Day” (whether or not capitalized) shall mean a calendar day, unless designated as a Business Day.

“Discharge” means any release, threatened release, deposit, spillage, leakage, escape, uncontrolled loss, seepage and/or filtration.

“Dispute” has the meaning in Section 22.5.1.

“Effective Date” has the meaning in the Preamble.

“Emergency” has the meaning in Section 8.6.

“Environmental Condition” means the presence of one or more Hazardous Materials in the Environmental Media requiring Remedial action under applicable Environmental Laws and/or that may give rise to claims and/or liabilities to any Third Party, including any Governmental Authority. Environmental Conditions shall include the presence of any Hazardous Material in Environmental Media at or above any applicable default criterion in the Remediation Standard Regulations, Regulations of Connecticut State Agencies, § 22a-

133k-1 et seq., as the same may be amended, supplemented or superseded from time to time.

“Environmental Laws” means all federal and state statutes, regulations, codes, orders, directives, rules, guidelines, standards, general permits, individual permits, judgments, injunctions and requirements of common law, whether in force as of the Effective Date, or as amended or enacted in the future, concerning or relating to land use and the protection of health, safety and the natural environment (including those relating to the ground, air, water, solid waste, hazardous waste, odors, noise, pollution or contamination, and those concerning the installation, operation, closure and corrective action of underground or above ground tanks) and shall include, without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 to 136y; the Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; and all state laws enacted as part of Title 22a of the Connecticut General Statutes including (without limitation) the Connecticut Environmental Policy Act (§§ 22a-1a through 22a-1h of the Connecticut General Statutes), the Environmental Protection Act of 1971 (§§ 22a-14 to 22a-20 of the Connecticut General Statutes), the Connecticut Wetlands and Watercourses Protection Act (Chapter 440 of the Connecticut General Statutes), the Noise Pollution Control Act (Chapter 442 of the Connecticut General Statutes), Coastal Management Act (§§ 22a-90 to 22a-112 of the Connecticut General Statutes), the Connecticut statutes on Hazardous Waste (Chapter 445 of the Connecticut General Statutes), Air Pollution (Chapter 446c of the Connecticut General Statutes), Solid Waste Management (Chapter 446d of the Connecticut General Statutes), Water Pollution Control (Chapter 446k of the Connecticut General Statutes), the Soil Erosion and Sediment Control Act (§§ 22a-325 to 22a-329), the Water Diversion Policy Act (§§ 22a-365 to 22a-378 of the Connecticut General Statutes), and any other federal or state environmental requirements in addition to these acts or other laws, together with all rules, regulations, codes, orders, decrees and judicial decisions now or hereafter promulgated under any of the foregoing.

“Environmental Media” means soil, land, surface or subsurface strata, surface waters, ponds, streams, groundwater, bedrock, drinking water supply, stream sediments, atmosphere, air, vegetation and any other environmental medium or natural resource.

“Environmental Permits” means any and all permits, licenses, registrations, general permits, certificates, or approvals necessary to operate the Facility in accordance with the Environmental Laws.

“Extraordinary Item” means any purchase order issued by Contractor in an amount greater than fifty thousand dollars (\$50,000.00) or, if an annual blanket purchase order, that Contractor reasonably anticipates will exceed fifty thousand dollars (\$50,000) during an Operating Year.

“Facility” means MIRA’s Recycling Facility located at 211 Murphy Road, Hartford, CT. together with all of its existing equipment and site improvements including a 64,800 square foot building that includes approximately 1,500 square feet of locker room/lunch room area, an office area and all existing single stream and dual stream processing equipment, but excludes an attached building housing MIRA administrative offices and an inactive former recycling museum. The Facility further includes access drives and parking areas on its approximate 9-acre site including an operating rail spur, but excluding the scale house and two 70-foot platform truck scales. The Facility is further inventoried on Schedule 15 attached hereto..

“Facility Agreements” means agreements entered into from time to time by MIRA whose subject matter has relevance to the subject matter of this Agreement, including any agreement concerning equipment warranties, of which MIRA has knowledge and possession as of the Transition Period Commencement Date.

“Facility Information” has the meaning in Section 12.1.

“Facility Manager” has the meaning in Section 8.3.1.

“Facility Manuals” means such materials, including any Facility equipment manuals and maintenance instructions, system descriptions and operating instructions, design documentation, Connecticut Solid Waste System Permitting, Disposal and Billing Procedures, and similar documents, of which MIRA has knowledge and possession as of the Transition Period Commencement Date, and which MIRA deems relevant to Contractor’s performance of the Services.

“Force Majeure Event” has the meaning in Section 22.4.1.

“Governmental Authority” means any governmental agency, authority, bureau, quasi-governmental body (other than MIRA), regulatory body, department, court, or other instrumentality having jurisdiction over MIRA, Contractor, the Facility or the performance of any of the Services.

“Gross Negligence” and “Grossly Negligent” shall mean more than the lack of ordinary and reasonable care under the circumstances, including more than momentary thoughtlessness, inadvertence, or error of judgment. It includes the failure to exercise even slight or scant care or slight diligence.

“Hazardous Materials” means any and all pollutants, contaminants, hazardous or toxic waste, substance or material, Hazardous Waste, or any other substance that might pose a hazard to health, safety or the environment, the removal of which may be required or the manufacture, use, maintenance or handling of which is regulated, restricted, prohibited or penalized by any Environmental Law, as amended, or any other Applicable Law, or any

substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance containing gasoline, diesel or other petroleum hydrocarbons, petroleum products or petroleum by-products.

“Hazardous Waste” includes any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (i) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and any regulations, rules or policies promulgated thereunder, (ii) defined as hazardous waste in Section 22a-115 of the Connecticut General Statutes, (iii) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated thereunder (all as amended or superseded from time to time, or (iv) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605(e), and any regulations, rules or policies promulgated thereunder, as any of the authority referred to in clauses (i) through (iv) may be amended or superseded from time to time; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (i), (ii) and (iv) as are customarily found in normal household, commercial and industrial waste to the extent such insignificant quantities are permitted by Applicable Law to be processed at the Facility. “Hazardous Waste” also includes such other waste deemed by MIRA in a commercially reasonable manner to be “Hazardous Waste.”

“Home Office Personnel” means the Facility Manager and such other employees of Contractor who are engaged in, or otherwise involved in the provision of the Services, other than Site Personnel.

“Initial Budget” has the meaning in Section 10.1.1.

“Initial Term” has the meaning in Section 4.2.

“Lien” means any lien, mortgage, pledge, hypothecation, assignment, deposit arrangement, notice of contract, preference, priority, security interest, chattel mortgage or other charge or encumbrance of any kind, any levy under execution or attachment, any easement, right of way or other encumbrance on title to real property, and any lease, license or sublease having substantially the same effect as any of the foregoing.

“MIRA” has the meaning in the Preamble.

“MIRA Cure Period” has the meaning in Section 15.5

“MIRA Event of Default” has the meaning in Section 15.4

“MIRA Facility General Manager” has the meaning in Section 8.3.3.

“MIRA Reserved Rights” has the meaning in Section 3.4.1.

“MIRA Termination Notice” has the meaning in Section 15.3.1.

“Month” means a calendar month.

“Monthly Deviation Report” has the meaning in Section 12.5.

“New Contractor” has the meaning in Section 16.4.

“Non-Project Recycling Facility” shall mean any land and structures thereon where “Recycling,” as defined in Section 22a-207(7) of the Connecticut General Statutes, as amended, substituted or superseded from time to time, is conducted, including an “Intermediate Processing Facility” as defined in Section 22a-260(25) of the Connecticut General Statutes, as amended, substituted or superseded from time to time, or a “Solid Waste Facility” as defined in Section 22a-207(4) of the Connecticut General Statutes, as amended, substituted or superseded from time to time, which provides for recycling in its plan of operations; excluding, however, the CSWS.

“Notice to Proceed with Transition Services” means the written notice from MIRA to Contractor, instructing Contractor to commence performance of the Transition Services.

“O&M Contract Period” has the meaning in Section 3.2.

“O&M Manual for O&M Services” means the materials, including Facility operating and maintenance procedures, training, health and safety procedures, environmental compliance and Emergency management procedures, together with any supporting materials, developed by Contractor pursuant to Section 2.2.

“O&M Services” means the O&M Services described in **Exhibit 3** hereto.

“O&M Services Compensation Schedule” means the payment schedule for MIRA’s payments to Contractor for the performance of the O&M Services contained in **Schedule 14.2** hereto.

“Operating Costs” include each and every item of cost or expense expended by Contractor and reimbursed by MIRA in the course of Contractor’s performance of the O&M Services, including each cost or expense incurred under any Subcontract; excluding however, any costs or expenses incurred by Contractor or any Capital Project Contractor as the result of any Capital Project. Operating Costs include the following: (i) equipment, material, supplies, consumables, spare parts, replacement components, tools, office equipment and supplies, and utilities used at the Facility; (ii) special training of Site Personnel, whether conducted on or off-site; (iii) Third Party advisors, consultants, attorneys, accountants and contractors providing work in support of the Services that cannot reasonably be performed by Site Personnel or Home Office Personnel; (iv) fees for any Permits required to be held in the name of Contractor; (v) Site Personnel wages, salaries, overtime, benefits and worker's compensation costs; (vi) costs incurred by Contractor in responding to any Emergency; (vii) substantiated costs of Home Office Personnel incurred for the support of Site Personnel; and (viii) the cost of the insurance obtained and maintained pursuant to Article 17.

“Operating Parameters” has the meaning in Section 12.4.

“Operating Year” means with respect to the first Operating Year the period beginning on the Commencement Date and ending on June 30th, 2022, and for each successive Operating Year, the period beginning on July 1st and ending on the following June 30.th

“OSHA” means the Occupation Safety and Health Administration.

“Party” and “Parties” have the respective meanings in the Preamble.

“Performance Goals” has the meaning in Section 10.1.3.

“Permit” means any permit (including any Environmental Permit), license, consent or approval required for the operation or maintenance of the Facility, or the performance of any of the Services.

“Person” means any individual, partnership, corporation, association, limited liability company, business trust, government or political subdivision thereof, governmental agency or other entity.

“Plan” means the plan adopted by MIRA as provided in Section 10.1.4.

“Plant Manager” has the meaning in Section 8.3.2.

“Pre-Existing Contamination” means any Environmental Condition which exists at the Facility as of the Commencement Date, whether known or unknown, or whenever discovered.

“Proposed Budget” has the meaning in Section 10.1.2.

“Proposed Plan” has the meaning in Section 10.1.2.

“Project” has the meaning in Section 4.3.

“Prudent Operating and Maintenance Practices” means those operating and maintenance practices with respect to Contractor’s performance of the O&M Services which: (1) are required by Applicable Law; (2) conform to all manufacturers’ manuals and maintenance schedules applicable to equipment at the Facility used or usable in the performance of the activities contemplated hereunder; (3) maintain the Facility in the same or better condition as of the date Contractor assumed responsibility for operating and maintenance services including any improvements resulting from work performed under the Agreement; (4) ensure that all work, repairs or replacement of any equipment, facilities, improvements or other items are in accordance with the same or greater specifications of materials, equipment replacement, parts, supplies, and other components as of the commencement of this Agreement or when installed during the course of Contractor’s Services.; (5) shall enable the Facility to receive and process Acceptable Recyclables to maximize revenue and minimize expenses consistent with the best interests of MIRA in the manner contemplated by this Agreement; and (6) are good industry practices with respect to recycling facilities of a type and size comparable to the Facility.

“Quarter” (or “Quarterly”) means any consecutive period of three calendar months.

“Recklessness” shall mean a conscious choice of a course of action either with knowledge of the serious danger to others or property involved in it or with knowledge of facts that would disclose this danger to any reasonable person. It includes conduct that involves a risk substantially greater than that necessary to make one’s conduct negligent.

“Recovered Products” means marketable commodities derived through Contractor’s processing of Acceptable Recyclables at the Facility including, but not limited to, multiple grades, classifications and types of paper, plastic, glass and metal as established through accepted industry standards.

“Recycling Facility” shall mean the Facility.

“Recycling Residue” shall mean Solid Waste remaining after the Recycling Facility has processed Acceptable Recyclables.

“Recycling Transfer Station” shall mean any Transfer Station, including all roads appurtenant thereto, owned or operated (or both) by MIRA, which receives Acceptable Recyclables for transport to the Facility.

“Redevelopment Option” has the meaning in Section 4.3.

“Redevelopment Contract Period” has the meaning in Section 4.3.2.

“Remediate” (or “Remedy(ies),” “Remedial,” “Remediating” or “Remediation”) means to investigate, address, remedy, mitigate, remove, response, respond, abate, or otherwise clean up.

“Revenue” means total Facility revenue, including tipping fees and other service fees, and proceeds from the sale of Recovered Products.

“Services” means the Transition Services or the O&M Services (or both), as determined by the context.

“Site Personnel” means those employees of Contractor assigned to the Facility to perform the Services.

“Solid Waste” means unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the Connecticut General Statutes, as amended or superseded from time to time, excluding semi-solid, liquid materials collected and treated in a water pollution abatement facility.

“Special Waste” means materials determined by MIRA to be suitable for delivery to the Facility from time to time but which may require special handling and/or special approval by the Connecticut Department of Environmental Protection or by any other Person (other than MIRA).

“Subcontract” means any contract executed by Contractor and a Subcontractor.

“Subcontractor” means any Third Party with whom Contractor contracts for activities related to the Services.

“Term” means the Initial Term, together with any Redevelopment Contract Period, as applicable.

“Termination Date” means the effective date of termination of this Agreement contained in a MIRA Termination Notice or a Contractor Termination Notice, as applicable.

“Termination Payment” has the meaning in Section 15.7.

“Third Party” means any Person other than a Party.

“Ton” means 2,000 pounds.

“Transfer Station” shall mean any facility, including all roads appurtenant thereto, owned or operated (or both) by MIRA, and used for the receipt of Solid Waste to be transported to another location for processing or disposal.

“Transition Period” means the period for Contractor’s performance of the Transition Services, beginning on the Transition Period Commencement Date and ending on the Transition Period Completion Date.

“Transition Period Commencement Date” has the meaning in Section 2.1.

“Transition Period Completion Date” means June 31, 2021.

“Transition Plan” has the meaning in Section 2.2.

“Transition Services” has the meaning in Article 2 and Exhibit 2.

“Transition Services Compensation Schedule” means the payment schedule for MIRA’s payments to Contractor for the performance of the Transition Services which payment schedule is contained in **Schedule 14.1** hereto.

“Unacceptable Waste” includes (i) explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), as the same may be amended or superseded, radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and Hazardous Waste and hazardous substances of any kind (including those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 *et seq.*, 42 U.S.C. § 6901 *et seq.*, all as amended or superseded from time to time), other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as permitted by Applicable Law; (ii) any item of waste that is either smoldering or on fire; (iii) waste in quantities and concentrations which require special handling in their

collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil; (iv) any other items of waste that would be likely to pose a threat to health or safety, or that would likely damage the processing equipment of the Facilities (other than ordinary wear and tear), or the processing of which at the Facility would violate Applicable Law; (v) Any Solid Waste that is deemed by MIRA as not in conformance with its requirements for Acceptable Solid Waste or Non-Processible Waste; and (vi) any other waste deemed by MIRA to be Unacceptable Waste, including waste generated by a source which is not authorized by MIRA to deliver such waste to any of the Facilities.

“Willful Misconduct” shall mean intentional conduct designed to injure person or property for which there is no just cause or excuse. Such conduct may also be implied from one’s conduct and related circumstances.

EXHIBIT 2

FACILITY TRANSITION SERVICES

EXHIBIT 2**FACILITY TRANSITION SERVICES**

Facility Transition Services may include but not necessarily be limited to the activities presented in the following table.

Task Name	Description
Mobilize Transition Team	Contractor shall: <ul style="list-style-type: none"> • Meet with MIRA to review Contractor’s proposed Transition Plan. Contractor and MIRA shall also determine to what extent current practices are transferable and agree upon specific transition activities along with the timetable for implementation of such activities. • Upon receipt of the Notice to Proceed with Transitions Services, Contractor shall begin implementing the Transition Plan.
Hire Facility Personnel	Contractor shall: <ul style="list-style-type: none"> • Consult with MIRA regarding staffing needs and identify staff efficiencies where possible. • Offer employment to existing Facility staff pursuant to the terms of this Agreement. • Recruit, hire, and train replacement personnel, as needed.
Review Current Facility Status	Contractor shall perform an assessment of the Facility and prepare an Assessment Report inclusive of: <ul style="list-style-type: none"> • Evaluation of current condition of Facility systems and equipment; • Recommendations regarding vital repairs, maintenance actions, or capital improvements (if necessary) and submit to MIRA; • Review Facility licenses and permits to ensure that all requirements are taken into consideration; • Evaluate status of available equipment, rolling stock, spare parts and tool inventories including recommendations for additions or replacements.

Task Name	Description
<p>Evaluate Safety and Environmental Programs</p>	<p>Contractor shall evaluate the following programs and undertake the specified actions:</p> <p><u>Safety</u></p> <ul style="list-style-type: none"> • Review current safety program policies and procedures to identify required changes; • Upgrade safety program based on industry standard safety practices and assessment of current Facility safety program, as required; and • Issue site specific Safety Manual. <p><u>Environmental</u></p> <ul style="list-style-type: none"> • Review permits and existing environmental management system; • Review and evaluate environmental performance; • Identify any notices/plan modifications required due to operator replacement; and • Make recommendations to MIRA for any issues identified and for environmental program enhancements.

Task Name	Description
<p>Setup/Implement Administrative Procedures Including Accounting, Payroll Process, Inventory, Invoice, and Accounts Payable Procedures</p>	<p>Contractor shall setup/implement the following procedures and undertake the specified actions:</p> <p><u>Accounting</u></p> <ul style="list-style-type: none"> • Install/implement software accounting application; • Import vendor maintenance history; • Setup vendor accounts/address change; and • Establish operating account and pre-funding procedures. <p><u>Payroll</u></p> <ul style="list-style-type: none"> • Setup employees in payroll system; • Prepare and distribute Facility time card approval and processing procedures; and • Establish payroll pre-funding procedure. <p><u>Inventory:</u></p> <ul style="list-style-type: none"> • Prepare and distribute inventory reconciliation procedures; • Train assigned staff in monthly budget variance report responsibility; and • Develop administrative procedure for Contractor accounting responsibilities. <p><u>Invoice</u></p> <ul style="list-style-type: none"> • Generate invoice formats for Contractor payroll and fee invoices; and • Establish invoice approval procedure. <p><u>Accounts Payable Procedures</u></p> <ul style="list-style-type: none"> • Develop administrative procedures for Contractor accounts payable responsibilities.

Task Name	Description
<p>Evaluate Facility Operational Programs</p>	<p>Contractor shall review the following programs and make recommendations for improvement and prepare operational program development plan to upgrade or replace (as needed) operational programs:</p> <p><u>Administration</u></p> <ul style="list-style-type: none"> • Review administrative procedures and policies in conjunction with MIRA; and • Issue site specific Administrative Manual. <p><u>Human Resources</u></p> <ul style="list-style-type: none"> • Implement Operator’s Human Resources Policy Manual. <p><u>Operations</u></p> <ul style="list-style-type: none"> • Review current operating procedures to identify required changes. Assess procedures and make recommendations to MIRA for approval of additional work. <p><u>Maintenance</u></p> <ul style="list-style-type: none"> • Evaluate the maintenance program to address the full range of activities including: preventive/condition-based maintenance; predictive maintenance, corrective maintenance; and additional maintenance support activities. • Issue a Maintenance Policy Manual containing Contractor’s maintenance policies. <p><u>Training</u></p> <ul style="list-style-type: none"> • Review the content and adequacy of training requirements and plant employee qualifications to comply with Contractor’s standards; • Provide new Facility personnel integrated operations training; • Implement a training and qualifications program for new Facility personnel; and • Issue a Training Manual for the Facility.
<p>Evaluate Plan and Budget</p>	<p>Contractor shall:</p> <ul style="list-style-type: none"> • Review Initial Budget and plan and discuss potential issues with MIRA; and • If required, modify the Initial Budget and plan for approval from MIRA.

Task Name	Description
Develop and Implement a Communication Plan	Contractor shall: <ul style="list-style-type: none"> • Develop and implement a progress report format mutually acceptable to MIRA and Contractor; and • Develop and implement a plan for routine and extraordinary communications.
Deliverables	Contractor shall provide MIRA the following written documents which shall be Facility specific and shall comprise the O&M Manuals for O&M Services and the Administrative Procedures Manual. Such written documents shall be maintained and updated, as appropriate and applicable, by Contractor throughout the Initial Term of the Agreement and all extensions thereof, if any, and such written documents shall remain with the Facility and become the property of MIRA upon the Termination Date of the Agreement: <ul style="list-style-type: none"> • Assessment Report • Assessment Manual • Maintenance Policy Manual • Training Manual • Safety Manual • HR Plant Policies and Procedures Manual • Administrative Procedures Manual

EXHIBIT 3**O&M SERVICES**

Operator shall perform all operations and maintenance activities associated with the Facility without limitation and in accordance with the prevailing Budget. O&M Services shall include, but not necessarily be limited to, items presented in the table that follows.

Task Name	Description
Routine Operations	Receive and process Acceptable Recyclables at the Facility in accordance with all environmental permits to optimize materials recovery and enable the sale of recyclable commodities that meet or exceed industry specifications.
Detailed Operational Programs	<p>Continue follow-up and implementation (in coordination with appropriate Owner policies and procedures) of detailed programs.</p> <ul style="list-style-type: none"> • Environmental Compliance Program • Operations Program • Maintenance Program • Commodity Bale Inventory Program • Administrative Program • Personnel Training/Qualification and Safety Program (including LOTO, OSHA and emergency training) • Fire Safety Program
Routine Maintenance	<p>Perform routine and preventive maintenance actions on all Facility systems and equipment in accordance with manufacturer instructions, the maintenance plan for the Facility and best industry practices. This program includes:</p> <p>Operational Checks – Conduct frequent visual equipment and electrical inspections and log significant parameters such as scheduled and actual daily system runtime, downtime and system availability; daily tons processed per hour; daily residue percentage and the percentage of Acceptable Recyclables in residue loads and; recording of hours on Motor Control Centers, sorting equipment, balers and rolling stock. Trend and analyze this information as appropriate.</p> <p>Routine and Fixed Interval Maintenance – Based on an electronic maintenance database that is shared with MIRA, identify all preventive maintenance requirements on a weekly, monthly, semi-annual and annual schedule. Schedule and assign routine maintenance before, during and after processing shifts.</p>

<p>Predictive and Preventative Maintenance Program</p>	<p>Conduct/oversee predictive and preventative maintenance program and enforce existing equipment warranties and maintain all warranties on all pertinent equipment. For those maintenance requirements that are not cost-effective for the Site Personnel to perform, Operator shall retain qualified vendors to provide such services.</p>
<p>Major Maintenance and Repairs</p>	<p>In coordination with and support of the Facility Agreement, Maintenance Program arrange for scheduled inspections and overhauls on major equipment. Retain vendors for unscheduled major repairs as required and manage and oversee all repairs and modifications.</p>
<p>Plant or Major Equipment Outages or Upset Conditions Necessitating Diversion of Recyclables</p>	<p>Manage all Facility outages (planned, unscheduled, forced) to minimize outage duration and impact on processing and moving outbound commodities.</p> <p>Task Assignment – Within the maintenance electronic data base, identify all maintenance that requires a Facility outage or major equipment to be taken out of service.</p> <p>Work Schedule – Develop and implement a detailed schedule to track all outage preparations (for both major and minor maintenance outages), work and testing, including corrective maintenance actions, contractor work and scheduled preventive maintenance. Conduct preparations to support this plan, including ordering and receiving all required spare parts.</p> <p>Upset Conditions – In the event of excessive downtime due to equipment malfunction, fire, Force Majeure or any emergency situation that causes the Facility to interrupt processing necessitating the diversion of Acceptable Recyclables to alternate permitted facilities, manage the loading of recyclables onto diversion trailers.</p>
<p>Assistance to MIRA</p>	<p>Provide assistance to MIRA, as reasonably requested, with the execution of Owner’s duties relative to operation of the Facility. This task includes such activities as the preparation and coordination of warranty claims, license and permit renewals, interfacing with MIRA management and personnel, and interfacing with local authorities.</p>
<p>Plant Administration</p>	<p>Conduct administration to meet Operator requirements and MIRA’s goals, including:</p> <p>Budgets – Prepare annual Budgets and submit them for MIRA approval. Following approval, manage operations to comply with each Budget. Generate budget variance reports, as required.</p> <p>Payroll – Oversee the preparation and distribution of payroll and related tax payments. Ensure compliance with all federal and state</p>

	<p>labor and tax requirements.</p> <p>Procurement – Establish and implement an effective purchasing system. Procure all materials, equipment, chemicals, supplies, services, parts, and other miscellaneous items required for routine O&M. Pay all invoices in a timely manner. Minimize MIRA costs as much as feasible.</p> <p>Inventory Control – Implement a cost-effective inventory control system designed to ensure that spare parts, materials, and supplies are properly stored and accounted for and that adequate supplies are available at all times to support routine O&M of the Facility. Maintain an inventory of critical spare parts for the Facility.</p> <p>Personnel Matters – In coordination with Operator’s Home Office Personnel and in compliance with Operator programs and policies, manage all payroll and employee-relations issues. These tasks include: employment; compensation and benefits; initial training; and employee relations. Provide support to recruit, hire, transfer, or otherwise acquire and retain qualified Site Personnel to maintain the staffing levels and skill mix required for successful long-term operation of the Facility.</p>
Work Assignment	<p>Assign work to either Site Personnel or vendors as cost-effective and appropriate. Normally, Site Personnel conduct predictive and preventive maintenance and actions requiring a high degree of plant knowledge and vendors perform tasks needing equipment or expertise that are not cost-effective to maintain at the Facility (<u>e.g.</u>, code welding, baler relining, safety valve testing, specialized calibrations). Vendors also perform tasks that make sense to minimize outage time and costs.</p>
Buildings and Grounds	<p>Arrange for janitorial, garbage pickup, landscape services, snow plowing and road sweeping, vector control, litter control and maintain all access roads, office buildings, and other structures in good repair at all times.</p>
Reports	<p>Prepare and submit to MIRA O&M reports as requested and/or scheduled relative to performance, including daily bale inventory by commodity, tons processed per hour and downtime on both the single stream and commingled sides of the plant, residue tons and percent of residue from all tons of recyclables delivered environmental compliance records, maintenance and repair status, Facility operating data, and any other information requested by MIRA.</p> <p>At MIRA’s sole discretion, MIRA reserves the right to conduct mechanical, safety, environmental, and code evaluations and inspections of the Facility, but MIRA shall not unreasonably interfere with Contractor’s operation of the Facility or with Contractor’s</p>

	<p>employees, contractors or agents, and MIRA shall be responsible for any damage to the Facility caused by its employees, contractors or agents.</p> <p>Contractor shall maintain at the Facility accurate and complete records of all such maintenance activities performed and shall make such schedule and records available to MIRA for inspection and audit with reasonable advance notice.</p>
Security	<p>Implement or arrange for implementation of security measures in accordance with the Facility security plan. Maintain all doors, overhead doors and any point of access to the Facility ensuring that all points of entry are properly closed and secured at the end of work shifts.</p>
Personnel Training and Safety Program	<p>Implement a continuing program of training designed to orient new Site Personnel, refresh/cross-train existing Site Personnel, qualify/re-qualify Site Personnel, and keep all Site Personnel aware of Facility safety requirements and emergency procedures, LOTO and other OSHA requirements. This program includes specialty skills training.</p>
Drawing/Manual Maintenance	<p>Maintain the Facility library and update Facility manuals and vendor service manuals. Update (or arrange for updating) Facility drawings to reflect changes to the as-built configuration, equipment layout plan and material flow diagrams. In addition to document management, maintain physical Facility configuration control.</p>

Fire Safety Program	<p>The program shall include fire prevention measures in accordance with National Fire Protection Association (NFPA) standards. Fire extinguishers located throughout the RF shall be inspected in accordance with law, regulation and NFPA standards by site personnel and an outside vendor. Records of all such inspections shall be provided by Contractor to the MIRA facilities manager and retained at RF. All “hot work” permits for repairs to the RF or the equipment therein shall be provided to MIRA in advance of the work being performed.</p> <p>Smoking is not allowed at the Facility and grounds except as set forth in the Safety Program.</p>
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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.



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"

EXHIBIT 5 – AFFIDAVIT CONCERNING NONDISCRIMINATION

Attached hereto and made part hereof this Exhibit 5 is the Affidavit Concerning Nondiscrimination that was submitted by the Contractor.

Note: If Contractor's proposal results in an award of an O&M Agreement, MIRA will add the Affidavit Concerning Nondiscrimination that Contractor submits as part of their Proposal into the final O&M Agreement.



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 (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 “AGREEMENT FOR DELIVERY OF INTERRUPTIBLE CONTRACT WASTE DURING FISCAL YEAR 2021” (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



**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

**OPERATION AND MAINTENANCE OF THE
CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY AGREEMENT**

(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/proposal/statement of qualifications for the "OPERATION AND MAINTENANCE OF THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY AGREEMENT" (the "Agreement") to the Materials Innovation and Recycling Authority ("MIRA"), has been selected by MIRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with MIRA; and
 3. No gifts were made between April 1, 2020 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 Bids/Proposals for the Agreement

Mark Daley, CFO
Thomas Gaffey, Director of Recycling And Enforcement
Peter Egan, Director of Operations and Environmental Affairs
Roger Guzowski, Contract and Procurement Manager
Thomas Kirk, President

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

Governor Ned Lamont
Senator Martin Looney, President Pro Tempore of the Senate
Senator Len Fasano, Minority Leader of the Senate
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**

**OPERATION AND MAINTENANCE OF THE
CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY AGREEMENT**

Awarded To

[NAME OF CONTRACTOR]

(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 "OPERATION AND MAINTENANCE OF THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY AGREEMENT" 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

Commission Expiration Date

EXHIBIT 9: IRAN CERTIFICATION FORM

Attached hereto and made part hereof this Exhibit 9 is the Iran Certification Form that was submitted by the Contractor.

Note: If Contractor's proposal results in an award of an O&M Agreement, MIRA will add the Iran Certification Form that Contractor submits as part of their Proposal into the final O&M Agreement.

SCHEDULE 14.1
CONTRACTOR ARTICLE 2 COMPENSATION
FOR TRANSITION SERVICES

SCHEDULE 14.1

CONTRACTOR ARTICLE 2 COMPENSATION FOR TRANSITION SERVICES

Contractor shall be compensated by MIRA in the amounts and according to the timing as set forth in this Schedule for all Transition Phase Services associated with Article 2 of the Agreement.

1. TOTAL COMPENSATION

The total amount of Contractor compensation for Transition Services shall be the product of the following calculation:

$$\text{Total Compensation} = \text{HOME} + \text{I} + \text{L} + \text{TP} + \text{OTHER}$$

Where,

HOME; means Contractor home office expenses determined as provided for in subsection 3 below.

I; means actual and reasonable costs associated with Contractor' provision of the insurance coverages pursuant to Article 17 of the Agreement.

L; means Contractor actual and reasonable costs associated with on-site personnel needed for Article 2 services in preparation for the provision of day-to-day management, operation and maintenance of the facility, provided such costs are approved in a budget or otherwise by MIRA as further described below. Such costs include (a) wages, salaries, overtime, bonus, paid time off (short term disability payments, sick leave, vacation, holidays, FMLA, jury duty); (b) statutory requirements including state and federal unemployment insurance, payroll taxes imposed on wages and benefits (FICA, Medicare), and worker's compensation costs; and (c) Contractor benefits including group medical, dental, vision insurance, basic life insurance, long term disability insurance, AD&D insurance, business travel AD&D insurance, employee assistance plan, educational assistance program, defined contribution retirement and 401(k) plans and administrative fees associated with the retirement and 401(k), tax-free benefit enhancement plan, and employee assistance plan. Such costs do not include Contractor Student Scholarship Program, Supplemental Life Insurance, and Supplemental AD&D Insurance.

The budget for such costs associated with **L** shall include (i) wages, salaries, overtime, paid time off; and (ii) an amount for the statutory and Contractor benefit burden items listed in (b) and (c) of the paragraph above, to be expressed as a percentage of (a) of the paragraph above. For the period in which Transition Services are provided, the average burden percentage shall be set at a target of

____ percent (____%), provided that such target shall be adjusted based upon statutory changes, actual employee wage, salary, and benefit elections, or other MIRA-approved changes.

TP; means the actual cost incurred by Contractor for third party vendor services as approved by MIRA in accordance with the Agreement, including but not limited to subcontractors associated with Transition Period services.

OTHER; means actual and reasonable costs for any other expense that has been approved by MIRA in accordance with the Agreement, including but not limited to provision of utilities, purchase of equipment, spare parts and supplies, site personnel recruitment and relocation, site personnel customary or required severance payments, telephone and communication services, or similar expenses associated with Transition Period services.

2. MONTHLY INVOICING

Contractor shall submit requests for payment for Article 2 services in writing to MIRA as soon as possible at the end of each month but not later than fifteen (15) days thereafter. All monthly requests for payment shall be in such detail as MIRA may reasonably require and shall include the following information and amounts, if any are due:

- (a) the date of the billing period
- (b) the contract number (to be provided by MIRA),
- (c) The cost of any **HOME** expenses incurred in the prior month, as defined in this Schedule
- (d) The cost of any insurance costs (“**I**” above) that were incurred and paid by Contractor in the prior month
- (e) The cost of any **L**, **TP** or **OTHER** services which have been provided with respect to Transition Period services.

MIRA shall pay any undisputed amounts of such monthly invoice within thirty (30) days of its receipt of said invoice.

3. HOME OFFICE EXPENSES

3.1 Exhibit 2 Services

With respect to any services that are provided by Contractor personnel regarding the scope of services described in Exhibit 2 to this Agreement, other than any employees on-site and fully dedicated to MIRA’s program whose costs are reimbursed to Contractor as described in “**L**” above, Contractor shall invoice MIRA for such personnel at the following rates:

Table 3.1

Staff Level	Position	Rate
Operations		
Technical Services		
Accounting		
Human Resources		
Information Services		

*

Contractor shall also be entitled to compensation for its reasonable and necessary direct costs associated with the provision of any services by such staff. To the extent Contractor is requested to provide services from a staff position not included in the above table, the rate for any such party shall be subject to MIRA's approval.

3.2 Ancillary Services

To the extent Contractor provides any ancillary services, the rates to be charged MIRA are as follows:

Table 3.3

Ancillary Service	Rate
Drafting	\$0
Word Processing	\$0
Copying (Per Page)	\$0
Computer Time	\$0
Travel in Contractor-Owned Vehicle (Per Mile)	IRS Rate

4. Reconciliation

As soon as possible, but not later than forty-five (45) days following the end of the Transition Period, Contractor shall provide MIRA with its proposed reconciliation of its costs and payments from MIRA for such period, together with reimbursement of any amounts overpaid by MIRA during the course of the Transition Period and statement of any amounts remaining due to Contractor at that time. MIRA shall provide Contractor its review comments not later than thirty (30) days after receipt of the proposed reconciliation, together with payment for any amounts deemed outstanding and payable to Contractor.

SCHEDULE 14.2
CONTRACTOR ARTICLE 3 COMPENSATION
FOR O&M SERVICES

SCHEDULE 14.2

CONTRACTOR ARTICLE 3 COMPENSATION FOR O&M SERVICES

Contractor shall be compensated by MIRA in the amounts and according to the timing as set forth in this Schedule for all O&M Services associated with Article 3 of the Agreement.

1. TOTAL COMPENSATION

The total amount of Contractor compensation for O&M Services in any Operating Year shall be the product of the following calculation:

$$\text{Total Compensation} = \text{FF} + \text{CIBC} + \text{EIBC} + \text{HOME} + \text{I} + \text{L} + \text{TP} + \text{OTHER}$$

Where,

FF; means a fixed fee of \$_____ per operating year, subject to Annual Escalation.

CIBC; means the Contractor Incentive Based Compensation deemed eligible for payment in accordance with the terms of Schedule 14.3, which shall not exceed \$_____ per Operating Year, which amount is subject to Annual Escalation.

EIBC; means the Employee Incentive Based Compensation pool deemed eligible for payment and distribution to Contractor Site Personnel in accordance with the terms of Schedule 14.3, which shall not exceed the following total amount: The sum of the amount determined for each employee at the site eligible for such incentive bonus at the end of each Operating Year equal to the individual employee's total paid annual base wages/salaries ("Gross Annual Wages/Salaries") times the applicable percentage as follows; For the plant manager __%, for site supervisory employees __%, and for all other site staff __%. Does not include burden.

HOME; means Contractor home office expenses determined as provided for in Section 3 below.

I; means actual and reasonable costs associated with Contractor's provision of the insurance coverages pursuant to Article 17 of the Agreement.

L; means Contractor actual and reasonable costs associated with on-site personnel needed for day-to-day management, operation and maintenance of the Facility, provided such costs are approved in a budget or otherwise by MIRA as further described below. Such costs include (a) wages, salaries, overtime, paid time off (incl. short term disability payments, sick leave, vacation, holidays, FMLA, jury duty); (b) statutory requirements including state and federal unemployment insurance, payroll taxes imposed on wages and benefits (FICA, Medicare), and worker's compensation costs; and (c) Contractor benefits including group

medical, dental, vision insurance, basic life insurance, long term disability insurance, AD&D insurance, business travel AD&D insurance, employee assistance plan, educational assistance program, defined contribution retirement and 401(k) plans and administrative fees associated with the retirement and 401(k), tax-free benefit enhancement plan, and employee assistance plan. Such costs do not include Contractor Student Scholarship Program, Supplemental Life Insurance, and Supplemental AD&D Insurance.

The budget for such costs associated with **L** shall include (i) wages, salaries, overtime, paid time off; and (ii) an amount for the statutory and Contractor benefit burden items listed in (b) and (c) of the paragraph above (to include burden on EIBC), to be expressed as a percentage of (a) of the paragraph above. For the period in which O&M Services are provided, the burden percentage shall be set at a target of ____ percent (____%) for the first Operating Year, provided that such target shall be adjusted based upon statutory changes, actual employee wage, salary, and benefit elections, or other MIRA-approved changes.

TP; means the actual cost incurred by Contractor for Third Party vendor services as approved by MIRA in accordance with the Agreement, including but not limited to subcontractors associated with maintenance of the Facility or for capital projects.

OTHER; means actual and reasonable costs for any other expense that has been approved by MIRA in accordance with the Agreement, including but not limited to provision of utilities, purchase of spare parts and supplies, site personnel recruitment and relocation, site personnel customary or required severance payments, telephone and communication services, or similar expenses associated with O&M Services.

2. ITEMS ELIGIBLE FOR MONTHLY INVOICING

Contractor shall submit requests for payment for certain Article 3 services in writing to MIRA as soon as possible at the end of each month but not later than fifteen (15) days thereafter during an Operating Year. All monthly requests for payment shall be in such detail as MIRA may reasonably require and include the following information and amounts, if any are due:

- (a) the date of the billing period
- (b) the contract number (to be provided by MIRA),
- (c) 1/12th of the applicable **FF** amount as identified above
- (d) The cost of any **HOME** expenses incurred in the prior month, as defined in this Schedule
- (e) The cost of any insurance costs (“**I**” above) that were incurred and paid by Contractor in the prior month.

MIRA shall pay any undisputed amounts of such monthly invoice within thirty (30) days of its receipt of said invoice.

3. HOME OFFICE EXPENSES

3.1 Exhibit 3 Services

With respect to any services that are provided by Contractor personnel regarding the scope of services described in Exhibit 3 to this Agreement, other than those employees on-site and fully dedicated to MIRA’s program whose costs are reimbursed to Contractor as described in “L” above, Contractor shall invoice MIRA for such personnel at the following rates:

Table 3.1

Staff Level	Position	Rate(*)
Operations		
Technical Services		
Accounting		
Human Resources		
Information Systems		

Contractor shall also be entitled to compensation for its reasonable and necessary direct costs associated with the provision of any services by such staff. To the extent Contractor is requested to provide services from a staff position not included in the above table, the rate for any such party shall be subject to MIRA's approval.

3.2 Ancillary Services

To the extent Contractor provides any ancillary services, the rates to be charged MIRA are as follows:

Table 3.3

Ancillary Service	Rate
Drafting	\$0
Word Processing	\$0
Copying (Per Page)	\$0
Computer Time	\$0
Travel in Contractor-Owned Vehicle (Per Mile)	IRS Rate

4. Payments from Operating Account

Contractor shall be compensated for items **L**, **TP** and **OTHER**, as defined above, as specified in **Schedule 14.4** - Operating Account of this Agreement.

5. Annual Reconciliation

As soon as possible, but not later than forty-five (45) days following the end of each Operating Year, Contractor shall provide MIRA with its proposed annual reconciliation of its costs and payments from MIRA for the prior Operating Year under this Agreement, together with reimbursement of any amounts overpaid by MIRA during the course of the prior Operating Year and statement of any amounts remaining due to Contractor at that time. MIRA shall provide Contractor its review comments not later than thirty (30) days after receipt of the proposed reconciliation, together with payment for any amounts deemed outstanding and payable to Contractor.

6. Annual Escalation

Any amount in this Schedule deemed subject to escalation from one Operating Year to the next Operating Year shall be determined pursuant to this subsection. Any such stated amounts are effective for the Initial Budget (1st Operating Year), and shall be escalated by determining the change as of July 1, 2022 and on each succeeding July 1, all as compared to the base amount or prior Operating Year as the case may be using the following U.S. Department of Labor Index:

U.S. Department of Labor Consumer Price Index for Urban Wage Earners and Clerical Workers, Series ID CWURA101SAOLE, for New York, Northern New Jersey, Long Island, NY, NJ, CT, PA).

Notwithstanding the previous sentence, Contractor home office personnel rates, **FF**, and **CIBC** shall not be escalated by more than ___% or less than ___% any Operating Year.

In preparing and considering the proposed Budget for any upcoming Operating Year, the parties may agree upon an estimated factor for annual escalation, with a correction for any difference between the estimated amount and actual calculation once the referenced index is finally published.

SCHEDULE 14.3

CONTRACTOR INCENTIVE BASED COMPENSATION AND SITE PERSONNEL INCENTIVE PAY POOL CALCULATION

SCHEDULE 14.3

CONTRACTOR INCENTIVE BASED COMPENSATION AND SITE PERSONNEL INCENTIVE PAY POOL CALCULATION

1. MAXIMUM AMOUNTS

Contractor Incentive Based Compensation and Employee Incentive Based Compensation, both as provided for in Schedule 14.2, shall be effective during the O&M Contract Period and based upon such criteria and metrics established in this Schedule or as such metrics may otherwise be agreed to between the Parties and set forth in writing for a given Operating Year.

The maximum incentive compensation in respect of any year is limited to each of the following:

- (a) For the Initial Budget (1st Operating Year), the Total Maximum Contractor Incentive Based Compensation shall be \$ _ _____ which shall be subject to Annual Escalation as provided for in Schedule 14.2 of this Agreement.
- (b) For the Initial Budget (1st Operating Year) and each subsequent Operating Year, the Total Maximum Employee Incentive Based Compensation shall be equal to the Bonus Opportunity provided in Section 14.3.4 below which shall be distributed by Contractor to its Site Personnel .

2. ACTUAL INCENTIVE COMPENSATION DETERMINATION AND PAYMENTS

The portion of the Total Maximum Contractor Incentive Based Compensation actually paid shall be determined through assessment of the Performance Indicators described in subsection 14.3.3 below. Each Performance Indicator will be assessed as achieving Maximum, Partial or Failing performance and the corresponding Incentive Fee shall be paid to Contractor. The sum of all such actual Contractor Incentive Based Compensation payments shall be divided by the Total Maximum Contractor Incentive Based Compensation for the subject Operating Year, which calculation shall result in a percentage equal to or less than 100% (the "Incentive Factor"). The calculation described in subsection 14.3.3 below may be altered upon agreement of the Parties by letter agreement in accordance with Section 10.1.3 of this Agreement. Not later than thirty (30) days following the end of each Operating Year of this Agreement during which Contractor has provided Article 3 services, Contractor shall provide MIRA with its proposed calculation of the Incentive Factor, which will define the portion of the maximum incentive compensation then applicable to each of the Contractor Incentive Based Compensation and Employee Incentive Based Compensation, respectively, together with such documentation and justification as it may provide, which shall include, but not be limited to, documentation and rationale for any deviations from the monthly Commodity and Recycling Residue Performance Indicator reports MIRA provides to Contractor pursuant to Sections 14.3.3 below.

Within thirty (30) days thereafter, MIRA shall provide its response to Contractor, its determination of the Incentive Factor and each component of the incentive compensation. If Contractor is in agreement with MIRA's response, MIRA shall pay Contractor the amounts resulting from the agreed-to Incentive Factor including Contractor Incentive Based Compensation and Employee Incentive Based Compensation. Contractor shall promptly distribute thereafter the Employee Incentive Based Compensation in accordance with subsection 14.3.4 below.

In the event there is a disagreement between the parties, MIRA shall nonetheless pay the undisputed portion of the respective incentives to Contractor and the parties shall address the disputed amounts in accordance with the provisions of Section 22.5 of this Agreement.

3. CONTRACTOR INCENTIVE BASED COMPENSATION PERFORMANCE INDICATORS

For the Initial Budget (1st Operating Year), the Total Maximum Contractor Incentive Based Compensation shall be distributed among the Commodity, Recycling Residue, Safety, Owners Assessment and Excess Throughput Performance Indicators shown below:

E X A M P L E

Contractor Incentive Based Compensation		Performance Range		Incentive Fee Paid
Performance Indicator	Description	From	To	
Commodity A Maximum	% exports meeting spec___	95%	100%	\$ A
Commodity A Partial	% exports meeting spec___	90%	95%	\$ A * ___%
Commodity A Fail	% exports meeting spec___	0%	90%	\$ 0.00
Commodity B Maximum	% exports meeting spec___	95%	100%	\$ B
Commodity B Partial	% exports meeting spec___	90%	95%	\$ B * ___%
Commodity B Fail	% exports meeting spec___	0%	90%	\$ 0.00
Commodity C Maximum	% exports meeting spec___	95%	100%	\$ C
Commodity C Partial	% exports meeting spec___	90%	95%	\$ C * ___%
Commodity C Fail	% exports meeting spec___	0%	90%	\$ 0.00
Recycling Residue Maximum	% of deliveries	5%	10%	\$ D
Recycling Residue Partial	% of deliveries	11%	15%	\$ D * ___%
Recycling Residue Fail	% of deliveries	16%	100%	\$ 0.00
Safety Maximum	# OSHA Events	0	3	\$ E
Safety Fail	# OSHA Events	4	Or more	\$ 0.00
Owners Assessment	Annually by notice			\$ G
Excess Throughput Maximum	Annual deliveries (tons)	60,000	Or more	\$ F
Total Maximum (\$A through \$G)				\$ _____

3.1 Commodity Performance Indicators

3.4 Owner’s Assessment Indicator

The Owner’s Assessment shall be determined solely by MIRA, acting reasonably and in good faith, based on its evaluation of Contractor’s performance. At the beginning of each Operating Year, MIRA shall give written notice to Contractor of the criteria upon which this assessment will be based. Criteria may include a range of factors such as, but not limited to, timely reporting and communication, employee relations, flexibility and responsiveness, Facility cleanliness, damage to MIRA property and equipment, audit and inspection success, and/or technical library maintenance.

3.5 Excess Throughput Performance Indicator

The total deliveries of Acceptable Recyclables processed by Contractor shall be determined annually by MIRA. MIRA shall provide Contractor with a report summarizing such performance which shall include supporting documentation including, but not limited to, applicable weigh tickets.

4. EMPLOYEE INCENTIVE

Contractor will pay its Site Personnel their Employee Incentive Based Compensation as determined in accordance with this subsection.

The individual Employee Bonus will be determined by calculating the product of the annual gross wages/salaries and the decimal equivalent of the bonus opportunity percentage for each of the plant employees (refer to the following table), then multiplying such product by the Incentive Factor determined above (refer to following formula):

$$\text{Employee Bonus} = (\text{Gross Annual Wages/Salaries}) * (\text{applicable Bonus Opportunity}) * (\text{Incentive Factor})$$

Position	Bonus Opportunity
Plant Manager	__%
Supervisors	__%
Staff	__%

Contractor will provide Employee Bonus payments to plant employees in the first regularly scheduled paycheck after determination of the amount due following the conclusion of each Operating Year.

“Gross Annual Wages/Salaries” is the sum of paid annual base wages/salaries and annual overtime wages.

SCHEDULE 14.4
OPERATING ACCOUNT

SCHEDULE 14.4

OPERATING ACCOUNT

On or before the Commencement Date for performance of the O&M services described in Article 3 of this Agreement for the Facility, Contractor shall establish one or more bank accounts to be determined in conjunction with MIRA which shall include but not be limited to an Operating Cost Account and a Capital Project Account. MIRA shall at all times maintain any bank-required minimum balance in the Account(s) pursuant to this Schedule. Any interest accruing and all amounts contained in such Account(s) at any time are for the benefit of MIRA and are to be used solely for costs provided for in the Agreement.

MIRA shall establish all procedures, which MIRA may revise from time-to-time in its sole discretion, regarding the expenditure of funds from such Account(s), which procedures shall include the requirement for the signature of at least two Contractor designated representatives on all checks or draws in any form against such Account(s). Such procedures shall also specify all monthly bank reconciliation by Contractor, reporting and documentation requirements associated with expenditures from the Account(s).

Contractor shall designate in writing its procedures and designated representatives, which may be different parties depending upon the amount of any individual payment or draw. Contractor shall nominate Site Personnel, to be approved by MIRA, who shall have the written authority to sign checks against the Account(s) in accordance with the terms of this Agreement.

Any and all funds in such account at all times shall be exclusively for MIRA's benefit.

Payments From the Account(s)

No later than fifteen (15) days prior to the start of each calendar month, Contractor will deliver to MIRA a Draw Request for sufficient funds as reasonably anticipated by Contractor to become due and payable during the following month (the first Draw Request will be made as soon as practicable following the authorization by MIRA for Contractor to commence performing O&M services). Contractor shall itemize each Draw Request in such detail as MIRA may require. Contractor shall base each Draw Request upon the applicable approved Budget for the upcoming month and any approved modifications thereof, and calculate each such Draw Request to consider at a minimum: (i) credit to MIRA for amounts deposited in the Account(s) in response to previous Draw Requests that have not been spent as of the time of the current Draw Request, except for (A) any bank required minimum balance and (B) amounts not yet spent but for which commitments have been incurred; (ii) credit to MIRA for all interest that has accrued in the Account(s) since the most recent adjustment; and (iii) an allowance for any bank charges relating to the Account(s) that have accrued since the most recent adjustment. On or before the last day of the month during which a Draw Request is made, MIRA shall deposit the requested funds in the Account(s), subject to MIRA's reasonable right to withhold amounts attributed to any individual item in the Draw Request that MIRA disputes in writing at the time. The

parties shall work in good faith to resolve any such disputes as quickly as possible and, once resolved, MIRA shall then deposit any additional amounts as may be appropriate.

Contractor shall pay third party providers of goods and services to the Facility only from funds provided by MIRA via the Account(s), and never from Contractor's own funds. Contractor may transfer funds or write checks against the Account(s) to Contractor's own account to fund the costs of dedicated on-site employees, subject to the same MIRA signature requirement in the same manner as otherwise applicable to the writing of a check to a third party.

Submission of Monthly Cash Reconciliation and Actual Expenditures

With its Draw Request for the upcoming month, Contractor will submit its monthly cash reconciliation of the Account(s) for the previous month cash activities. The reconciliation package will include the following:

- (a) Approved reconciliation,
- (b) The Account(s) working trial balance and general ledger for the period subject to the reconciliation;
- (c) A copy of the bank statement(s) including a list of checks that are clear through the bank;
- (d) A list of outstanding checks;
- (e) A list of void checks and stop-payments;
- (f) A list of the proposed payroll and non-payroll expenditures; and
- (g) A list of the actual payroll and non-payroll expenditures.

Upon receiving the reconciliation package, MIRA will review the reconciliation and related documentations and request Contractor to provide explanations or additional information as needed.

SCHEDULE 15

Exhibit 1, Definitions, of the Operation and Maintenance of the Connecticut Solid Waste System Recycling facility Agreement, defines the **Facility**, as follows:

“Facility” means MIRA’s Recycling Facility located at 211 Murphy Road, Hartford, CT. together with all of its existing equipment and site improvements including a 64,800 square foot building that includes approximately 1,500 square feet of locker room/lunch room area, an office area and all existing single stream and dual stream processing equipment, but excludes an attached building housing MIRA administrative offices and an inactive former recycling museum. The Facility further includes access drives and parking areas on its approximate 9-acre site including an operating rail spur, but excluding the scale house and two 70-foot platform truck scales. The Facility is further inventoried on Schedule 15 attached hereto.

The “Facility” DOES include the area described as “**Mixed Recyclables Facility**”, and all equipment therein, as described on Drawing C2 contained in this RFP, as well as the **vehicle maneuvering area** located adjacent to the northeast of the Mixed Recyclables Facility. Further, the “Facility” includes the paved area to the south of the Mixed Recyclables Facility, and the paved and unpaved areas to the west and northwest of the Mixed Recyclables Facility, as shown on Drawing C2. The Facility also includes the entire length of “**Driveway A**” shown on Drawing C2.

The **Mixed Recyclables Facility**, as described on Drawing C2, is shown in more detail on Drawing ST-1r included in this RFP, and includes the following areas: “**Railcar Holding Area**”, “**Outbound Truck Storage Area**”, “**Maintenance Area**”, “**Office**”, “**General Office**”, “**Break Room**”, “**Mens Room**”, “**Womens Room**,” and “**Electrical Room**.”

The “Facility” DOES NOT include the areas, and all associated equipment and contents, described as “**Scale House and Scales**”, and “**Visitor Center**”, described on Drawing C2 included in this RFP. The “Facility” DOES NOT include the **parking areas** located directly to the north, the northeast, and the east of the Visitor Center.

Attachment C

**Recycling Facility Transfer Operation Agreement
("Transfer Agreement")**

[To be provided by MIRA separately via Addendum]



PROPOSAL FORM

RFP NUMBER: 21-OE-002

CONTRACT FOR: Operation and Maintenance Of The CSWS Recycling Facility

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 Proposer accepts and agrees to all terms and conditions of the Request for Proposals including any Addenda.

This Proposal shall remain open and subject to acceptance for sixty (60) days after the Proposal due date.

At any time after Proposals are opened MIRA may enter contract negotiations with one or more Proposers. If MIRA contacts Proposer to begin contract negotiations, the Proposer agrees to:

- negotiate the contract in good faith;
- provide in a timely manner clarifications or additional information requested by MIRA during negotiations;
- 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 non-negotiable 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) Deliver to MIRA the requisite certificates of insurance;
- (e) 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
- (f) 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 Request For Proposals, all exhibits thereto, 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 services required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures (if any) that may be shown, indicated, or expressly required by the Contract Documents;
- Proposer is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the services;

- 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 services to be performed by MIRA and others that relates to the services 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 services 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 Request For Proposals and exhibits thereto relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the 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) 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 Services.

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 the Contract Documents, nor shall Proposer include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to MIRA thereunder. 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 O&M Agreement or Transfer 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 Request For Proposals and exhibits thereto 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 services (or any part thereof) described in the Contract Documents; and/or
- Any award or non-award of a contract for the services (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, Exhibit I of the RFP is included and must be signed by the Proposer and submitted as part of this Proposal.

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:

- This Proposal Form, completed in its entirety and signed by the Proposer;
- Background Questionnaire (RFP Attachment E);
- Questionnaire Concerning Affirmative Action (RFP Attachment F);
- Affidavit Concerning Nondiscrimination (RFP Attachment G);
- Iran Certification Form (RFP Attachment H);
- Acknowledgement of Notice Of Campaign Contributions And Solicitation Limitations (RFP Attachment I);

13. PROPOSER INFORMATION AND NOTICES

The information below represents the Proposer’s entity information as recorded with the applicable Secretary of State. Communications concerning this Proposal should be addressed to Proposer at the address set forth below.

Proposer Entity/Firm Name:			
Federal Employer ID Number (FEIN):			
Central Office/ Headquarters Address:	Address 1:		
	Address 2:		
	City, State, Zip Code:		
Servicing Office Address (if different than Central Office/ Headquarters):	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"/> Partnership <input type="checkbox"/> Other	<input type="checkbox"/> Joint Venture <input type="checkbox"/> Public Entity
State in Which Entity is Legally Organized:			

Proposer Contact:	
Title:	
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):	



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 in this form 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> <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 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> <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 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

Commission Expiration Date



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 style="width: 100px;" 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 style="width: 100px;" 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) (hereafter in this form "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 "OPERATION, MAINTENANCE AND OPTIONAL REDEVELOPMENT OF THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY" (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;



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 in this form "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 "OPERATION, MAINTENANCE AND OPTIONAL REDEVELOPMENT OF THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY" (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)



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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RFP - Attachment I



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"