



**ADDENDUM NO. 4  
Issued August 21, 2020**

**TO  
REQUEST FOR PROPOSALS (“RFP”)  
FOR**

**OPERATION, MAINTENANCE AND OPTIONAL REDEVELOP-  
MENT OF THE CONNECTICUT SOLID WASTE SYSTEM RE-  
CYCLING FACILITY**

**(RFP Number 21-OE-002)**

**(RFP Issued June 15, 2020)**

**Note: Entities submitting a Proposal are required to acknowledge this and all Addenda in Section 3 of the Proposal Form.**

## 1. UPDATED AFFIDAVIT CONCERNING NONDISCRIMINATION

Attached hereto and incorporated herein this Addendum 4 is an updated Affidavit Concerning Nondiscrimination (RFP Attachment G).

## 2. RESPONSES TO SUBMITTED QUESTIONS

Below are answers to submitted questions received by MIRA as of August 13, 2020.

1.	Question	Are bidders required to submit a bid for both O&M and Transfer?
	Answer	No. Proposers may submit for either or both agreement types.
2.	Question	Can the proposal submission be electronic via email?
	Answer	No. Please submit proposals as indicated in Section I.G of the RFP.
3.	Question	Are all plant employees available for offers of employment with the new operator?
	Answer	Yes. Individual employees are free to entertain offers at their discretion.
4.	Question	Please provide a copy of the current O&M Organization (showing reporting relationships), including the current hourly "Base Wages" designating which are salary and hourly positions.
	Answer	MIRA has requested but has not yet been provided with the current Contractor's O&M organization chart for the Facility. 50% of employees are temp employees hired through a temp services firm. Full time employees have a 401k and 5% match from the current operator.
5.	Question	Please provide a copy of the current benefits structure and identify if there are any types of predefined pension benefits for plant employees.
	Answer	MIRA does not currently have this information.
6.	Question	Are employees represented by a Union? If yes, please provide a copy of the Collective Bargaining Contract and list the plant positions that are covered by the collective bargaining agreements.
	Answer	Facility employees are presently not represented by a union.
7.	Question	If current plant employees are represented by a Union, is there a requirement that specifies that the new Operator is to assume the existing Collective Bargaining Agreement? If not, are there any collective bargaining or union obligations that must be assumed by the new operator?
	Answer	Facility employees are presently not represented by a union.
8.	Question	Are there any open (vacant) plant positions or employees who are on leave of absence at this time?
	Answer	There is a lead mechanic position currently open that the current operator has advertised for. It is clear that a number of sorting positions have not been filled by the existing operator.
9.	Question	Will contract changes result in any operational programs, plans or procedures needing replacement?

	Answer	Yes. For example, the Existing O&M Agreement provides for the Contractor's sale of Recovered Products, Contractor's funding of Facility expenses and payment of a revenue share to MIRA. The proposed O&M Agreement structured differently in that it provides for MIRA's retention of revenue and payment of Facility expenses while the sale of Recovered Products are addressed in a separate agreement. The proposed Transfer Agreement does not anticipate the sale of Recovered Products and MIRA funds Facility expenses. Operational programs, plans and procedures are to be fully assessed in the Transition Period.
10.	Question	Please provide a summary of the Waste Processing Facility's historical performance for all of the standards (processing downtime, throughput, etc.) for the last five (5) years.
	Answer	CSWS Waste Processing Facility performance is not relevant to this RFP. See RFP Attachment A and MIRA's web site repository of available data (particularly A1c). MIRA will continue to update and add information to the web site repository and notify interested Proposers as this occurs.
11.	Question	Routine Maintenance: Based on the conditions in the 2019 Equipment Assessment Report, what has been targeted for repair?
	Answer	The four electrical panels have been targeted for repair.
12.	Question	Is there an in-house equipment maintenance crew or is this service contracted out?
	Answer	Maintenance is primarily done in house by the current operator. A few services such as baler relines, overhead doors and electrical panel maintenance also utilize outside contractors.
13.	Question	Housekeeping: What is the process and frequency for shutting down, cleaning, removing material from pulleys.
	Answer	Finger team cleans finger screens from 5-6am daily. Will go into screens during breaks and lunches to clean. Have an overlap between shifts to clean screens and conduct housekeeping. And do some weekend housekeeping. The current frequency of cleaning has proven to be inadequate in MIRA's opinion.
14.	Question	Is there a procedure for nightly shutdown and cleaning? If so, please describe the process, procedure and schedule. Is a LOTO process in place that is followed?
	Answer	See answer 13. Yes, there is a LOTO process in place.
15.	Question	Do you have critical parts inventory list?
	Answer	MIRA does not have a list specifically identified as "critical parts" as part of the current agreement. However, the parts and equipment that are critical to the facility are contained in the monthly maintenance records in Attachment A1.
16.	Question	What is the status of mobile equipment? Who owns the mobile equipment MIRA or the O&M contractor? Who maintain the mobile equipment? Will the mobile equipment remain with the facility and transfer under a new O&M contract?

	Answer	All mobile equipment is owned and maintained by the current contractor and will be removed as of June 30, 2021. Proposer's Transition Plan is to identify the needed equipment, all steps and timelines and Proposer's plan to acquire same to commence operations July 1, 2021, and any support anticipated from MIRA. MIRA will be reviewing and considering proposer Transition Plans as it moves forward with development of the Initial Budget. For example, Proposers should identify the number of loaders and forklifts needed to process Acceptable Recyclables and load Recovered Products for export, Proposer's plan and estimated cost to acquire same in time to commence operations July 1, 2021, and any support needed from MIRA which would occur in the Transition Period.
17.	Question	Is the sprinkler system operational and updated? Who currently maintain the system?
	Answer	Yes. The system is currently maintained by MIRA contractor. Proposers should consider the sprinkler system as a MIRA funded expense not to be reflected in proposed budgets.
18.	Question	Is there a fire watch program during shutdown times?
	Answer	Fire watches are implemented whenever the smoke and fire alarm system is down.
19.	Question	RFP – Attachment A: No pull stops on the conveyors were observed in the videos or pictures. Do they exist?
	Answer	There are emergency push button stops on all the conveyors.
20.	Question	Other than conveyor sorting for non-recyclables, are there any other hand sorting activities performed on the line?
	Answer	When adequately staffed there are many hand-sorting activities performed on the line. On the commingled line, there are several picking stations which positively sort several different types of plastic. On the paper line, there are up to 16 pick stations for manual sorting staff to positively sort other grades of fiber and OCC from the mixed paper and to negatively sort plastics and other debris which made it up the incline screen conveyor onto the paper line. Through the facility, there are numerous quality control pick stations to manually sort materials that inadvertently made it through the mechanical separation equipment.  An adequate number of sorters both positive and negative in the critical locations in the facility are needed to ensure the facility is meeting bale quality specs and not losing acceptable recyclables out into the residue.
21.	Question	Is the glass recovery line operational?
	Answer	Glass recovery system is operating insufficiently. Additional optic color sort is currently inoperable and has been almost since its initial installation.
22.	Question	RFP Assessment Report: The report shows a large spill over from the conveyor to the walkway and a statement that the ventilation system is not operational. Please explain.

	Answer	Current operator has insufficiently cleaned spills or prevented material from spilling off of the conveyors.
23.	Question	Once recyclable streams are sorted, how are they baled, stored and loaded into trucks departing from the Center?
	Answer	There are three balers within the facility. OCC is conveyed directly from the OCC screens to the OCC baler. Paper after processing through both the incline screens and the manual sorting stations is conveyed to storage bays which discharge onto a conveyor feeding the dedicated fiber baler. Containers, except for glass are stored in dedicated storage bays. When sufficient material is accumulated in a storage bay, that bay is discharged onto a conveyor which feeds the shared container baler.
24.	Question	Is there an Environmental Compliance Manual for the facility? Does it cover all regulatory and permit requirements? Is it up-to-date? Who handles updates?
	Answer	<p>Yes. It is a compendium of the following documents, most of which flow from the Solid Waste Permit to Construct and Operate No. 06401153-PCO, issued December 1, 2014.</p> <ul style="list-style-type: none"> <li>• Solid Waste Permit to Construct and Operate No. 06401153-PCO.</li> <li>• Hartford Planning and Zoning Commission Notice of Special Permit.</li> <li>• Inspection of Recyclable Loads for Unacceptable Material.</li> <li>• Semi-Annual Compliance Audits.</li> <li>• Operation and Management Plan dated February 2014.</li> <li>• Site Plan dated April 5, 2007.</li> <li>• “As Built” Bale Storage Plan dated February 3, 2014.</li> <li>• “As Built” Drawings.</li> <li>• Selected Solid Waste Transfer Station Regulations.</li> <li>• CSWS Project Permitting, Disposal, and Billing Procedures.</li> <li>• Emergency Incident Log.</li> </ul> <p>Additionally, the facility is subject to the <i>General Permit for the Discharge of Stormwater Associated with Industrial Activity</i>, No. GSI000814, issued by the Connecticut Department of Energy and Environmental Protection. A Stormwater Pollution Prevention Plan has been developed pursuant to the General Permit.</p> <p>All the documents are up-to-date.</p> <p>MIRA is the permittee on the Solid Waste Permit, and on the Stormwater General Permit. MIRA handles updates.</p>
25.	Question	Will Owner provide environmental support to the plants under new O&M contract? If yes, please describe.
	Answer	Yes, MIRA will provide environmental support under the new O&M Contract. MIRA is the permittee on the Solid Waste Permit, and on the Stormwater General Permit. MIRA will manage updates to the documents, any permit modifications, and permit renewals.

<b>26.</b>	Question	Please provide a list of the current Rolling Stock on site? Is this owned by the MIRA, or 3rd party operate and will it remain with the project and not require replacement or upgrade?
	Answer	See answer 16
<b>27.</b>	Question	Will all existing plant networks and configurations, inclusive of fire-walls, software systems and licenses, remain upon takeover by new operator? Will any systems or licenses require upgrade?
	Answer	Proposers should consider the truck scale system hardware and software, which is fully up to date and remaining in place with the new project, as a MIRA funded expense not to be reflected in proposed budgets. Administrative systems highlighted in Exhibit 2 to each contract type will not remain upon takeover. Proposer's Transition Plans should identify and address these needs in the same manner indicated in answer 16.
<b>28.</b>	Question	Are there any proprietary systems (software or hardware) from current operator that need to be replaced?
	Answer	Computerized maintenance system will need to be provided by new operator.
<b>29.</b>	Question	Will all office and computer equipment, including but not limited to, workstations (laptops and desktops), servers, network equipment, printers, copiers, fax machines, scanners, phones remain upon takeover by new operator? Will any equipment require upgrade?
	Answer	Administrative systems, including the equipment noted above, and as highlighted in Exhibit 2 to each contract type, will not remain upon takeover. Proposer's Transition Plans should identify and address these needs in the same manner indicated in answer 16.
<b>30.</b>	Question	Who currently handles plant Accounts Payable functions for the facility?
	Answer	The current contractor handles accounts payable and funds these expenses with sales of Recovered Products. This structure changes in both of the new contract types. The new Contractor will handle accounts payable for Facility expenses through the Operating Account (funded by MIRA) as specified in Schedule 14.4 in the O&M Agreement (Schedule 14.3 of the Transfer Agreement).
<b>31.</b>	Question	Who currently handles plant Accounts Payable functions for the facility?
	Answer	See answer 30
<b>32.</b>	Question	What is the current CMMS system at the facility? Will the license transfer to new Operator?
	Answer	None. The CMMS will need to be established during the Transition Period.
<b>33.</b>	Question	What are the current systems/software applications that are approved for use to administer the MIRA contract? Does MIRA have a system/software preference? Would MIRA consider permitting the Contractor to utilize the system/software of its choice and under what conditions?

		<ul style="list-style-type: none"> <li>a. accounting software</li> <li>b. vendor maintenance system</li> <li>c. payroll system</li> <li>d. inventory system</li> <li>e. purchasing system</li> <li>f. time card recording system</li> <li>g. Security system</li> </ul>
	Answer	MIRA presently uses Sonitrol as its security system provider and Proposers should consider this as a MIRA funded expense not to be reflected in proposed budgets. Proposers should fully provide for the establishment (new) of all other systems noted above in their Transition Plans, which systems will need to be implemented during the Transition Period. During the Transition Period MIRA may consider Proposer's use of its purchasing / vendor maintenance system (Epicore) as an alternate to a proposer Transition Plan approach. This may provide some beneficial synergy but is challenging due to the absence of an integrated inventory system in Epicore and MIRA's concerns over contractor access to its systems. MIRA's preference at this point in time is a contractor provided independent / fully integrated system for the above requirements (excluding security).
<b>34.</b>	Question	Would MIRA consider reducing the excess liability to \$25,000,000?
	Answer	Yes. Proposers may indicate such changes as Business Exceptions as provided in the RFP.
<b>35.</b>	Question	The Pollution Liability Requirement states "Specific to Location". Is MIRA expecting that the locations be scheduled?
	Answer	MIRA agrees some changes in insurance coverage requirements may be warranted and may issue a subsequent Addendum to this RFP modifying insurance requirements. Proposers should otherwise develop Business Exceptions to the insurance requirements for MIRA's consideration during proposal evaluations.
<b>36.</b>	Question	Would MIRA consider striking its requirement for waiver of subrogation, hold harmless clause, and deductible approval?
	Answer	No
<b>37.</b>	Question	Section 16.4. Will the selected Contractor have the same rights to hire existing Site Personnel as MIRA is requesting of the awarded Contractor under this section?
	Answer	Section 16.4 of the O&M Agreement addresses the Contractor's obligations in the event the O&M Agreement is terminated by MIRA due to a default by Contractor. The Contractor (a Proposer under this RFP) is obligated to reasonably cooperate with MIRA to ensure an orderly transition to a "New Contractor". This includes Contractor permitting the New Contractor to hire desired Site Personnel. Depending on the posi-

		tion, specific expertise, timing and alternative employment involved, it may or may not be reasonable for Contractor to hire an individual away from the facility under these circumstances.
<b>38.</b>	Question	RFP 1 - Section F, Part 6 asks for detailed costs, including commodities. What costs does commodities entail?
	Answer	This section of the RFP calls upon Proposers to estimate the cost of non-personnel services needs to operate and maintain the Facility broken down into major categories such as utilities, commodities, contractual services, equipment repair parts and supplies. In this context, commodities entail such items as fuel and oil for mobile equipment. Commodities in this context of the RFP is not intended to refer to any commodity produced as a "Recovered Product".
<b>39.</b>	Question	What reporting is required by the Contractor to accompany budget variance reporting?
	Answer	Section 12.5 of the O&M Agreement calls for Contractor provision of a Monthly Deviation Report addressing deviations in operating costs from the applicable budget (in a form acceptable to MIRA). MIRA anticipates budget formats incorporating detail line items summed to the major categories noted in answer 38. An acceptable form would include monthly and year to date budget, actual and variance columns with any significant variations explained in narrative form. Proposers should also refer to Schedule 14.4 in the O&M Agreement (14.3 in the Transfer Agreement) for backup documentation that will be required with the submission of "Draw Requests". It is anticipated that budget variance reporting will be provided with submission of Draw Requests. Separate similar reporting of any approved capital projects would be anticipated.
<b>40.</b>	Question	Per section 5.11 of the O&M Agreement – What are the current wage rates/salaries of all the current employees including benefit rates? Can MIRA provide the current Home Office Costs?
	Answer	Due to the structure of the current operator contact, MIRA does not have the wage rates and the home office costs are not contemplated in the current operator agreement.
<b>41.</b>	Question	<p>Section 6.1 indicates Contractor needs to follow a MIRA prescribed procurement process for purchases greater than \$5,000.</p> <ol style="list-style-type: none"> <li>a. Does this Section apply to suppliers?</li> <li>b. In lieu of soliciting three bids for all items greater than \$5K, would MIRA consider accepting annualized bids from suppliers for items that are anticipated over \$5K?</li> <li>c. Would MIRA consider accepting purchases based on quality, longevity, and service rather than price?</li> <li>d. Would MIRA consider accepting the Contractor's competitively priced national service and supply agreements?</li> <li>e. Would MIRA accept transfer of vendor (third party) contracts (greater than \$5K) to preserve preventative maintenance program</li> </ol>

		<p>and system continuity from one Contractor to another?</p> <p>i. Is a Contractor required to solicit competitive vendor (third party) bids for repairs when recurring services have already been awarded?</p>
	Answer	<p>Section 6.1 applies to all Contractor purchases of goods and services made in operating and maintaining the facility and providing the Services contemplated under each agreement. It does not apply to purchases by third party suppliers. MIRA will consider Business Exceptions that are in its best interest which may include some of these concepts to be more fully explained initially in proposals and ultimately in procedures developed during the Transition Period.</p>
42.	Question	<p>The volume commitment is 55,000 tons of single stream – Does material sold exceed material received due to stock movements?</p>
	Answer	<p>If by “sold” you mean sold for a positive value, it is highly unlikely that material “sold” will ever exceed material received in a given month given that a percentage of received material is negative value materials such as residue and glass. If by sold, you mean is there a potential that the total tonnage outbound material (including all commodities and residue) could exceed the tonnage of inbound material in a given month because of when the outbound bales are shipped out, there is a potential that the total outbound tonnage could exceed the material received in a given month.</p>
43.	Question	<p>Under Section 9.4.1 MIRA shall deliver to Contractor water and stand-by electricity. Please clarify who the customer is for the utilities. If the customer is not MIRA, is the Facility on separate electric and water meters? Is the Contractor responsible for including the utility costs in its budget?</p>
	Answer	<p>For water, there is currently one conjoined water meter which covers both the recycling facility and adjoining MIRA offices and former museum also at 211 Murphy Road. MIRA will pay that water bill for the conjoined meter. For electricity, there are separate electrical meters for the recycling facility and for the MIRA offices/museum. Contractor would be responsible for including the costs of electricity for the recycling facility meter in its budget.</p>
44.	Question	<p>MIRA will provide opening stock of spare parts &amp; supplies and then pay for any additional parts &amp; supplies. What parts and quantities should the Contractor assume is supplied?</p> <p>a. Is Section 9.4.2 inclusive of uniforms and safety supplies?</p> <p>b. Will MIRA approve a revised budget and plan should the aggregate Operating Costs exceed or likely exceed the applicable budget amounts due to change in volumes processed?</p>
	Answer	<p>MIRA has added the spare parts and supplies list to web site repository of available data. There are several methods available to MIRA to modify the Recycling Facility budget once approved in the event MIRA agrees that is necessary.</p>

<b>45.</b>	Question	Per Section 17.10 what is the value of the required Performance Bond?
	Answer	The performance bond requirement in the current agreement is \$2,000,000. MIRA believes this amount is satisfactory for either the O&M Agreement or the Transfer Agreement. Proposers may take a business exception regarding this amount, and propose an alternate amount. MIRA will consider an alternate amount based on the estimated annual operating expenses included in the Contractor's proposal.
<b>46.</b>	Question	How many insurance claims were filed in the past 3 years that required the Contractor to pay for MIRA's insurance deductible? What are MIRA's current insurance deductibles?
	Answer	MIRA has not had a claim in the past 3 years.
<b>47.</b>	Question	Is it true Contractor is not responsible for the transportation disposal of residue, including hazardous waste and glass?  a. Is Contractor responsible for crushing glass? The glass system in the RFP is noted as "Not In Use"  b. What is the process for handling loads that need to be rejected prior to tipping?
	Answer	Under the O&M Agreement, transportation and disposal of Residue and Hazardous Waste will be conducted by MIRA as a MIRA funded expense not to be reflected in proposed budgets. The recycling of glass (including crushing) is a Contractor obligation. Regarding rejection of loads, Contractor may alert MIRA enforcement to loads that may need rejection. MIRA enforcement will reject load if they don't meet the specification detailed in MIRA's Permitting, Billing and Disposal procedures.
<b>48.</b>	Question	Attachment A – 6 – MIRA Funded Expenses is missing from the RFP folder & Zip file. Does MIRA intend to provide a list of MIRA Funded Expenses?
	Answer	This has been added to the web site repository.
<b>49.</b>	Question	What is the current maximum achievable Contractor Incentive Based Compensation value?
	Answer	No applicable incentive under current contract.
<b>50.</b>	Question	Please provide recovery percentages for materials processed.
	Answer	Attachment A5 in the website repository shows the composition of the outbound commodities. The composition of the inbound recyclables is not regularly tested in accordance with ASTM standards sufficient to reliably determine the relativity between inbound and outbound compositions and the recovery percentages of each commodity.
<b>51.</b>	Question	What materials are included in "single stream" which is a material clas-

		sification?
	Answer	Single stream refers to the method of collecting Acceptable Recyclables. The term Acceptable Recyclables is defined in Exhibit 1 of the O&M Agreement and Transfer Agreement.
<b>52.</b>	Question	Why does Attachment 1, Item 5 – Tonnage Reports show 71,000 tons being processed yet the RFP requests a service to process 55,000 tons per year. If Contractor has an operating budget based on 55,000 tpy, how is reimbursement handled if actual tons are over 70,000?
	Answer	MIRA has Tier 1 Municipal Services Agreements (MSA’s) with ___ Connecticut municipalities, who have committed to deliver all acceptable recyclables within their control (e.g. residential recyclables and recyclables from municipal buildings) until June 30, 2027. Those commitments total approximately 55,000 tons. MIRA also enters into approximately 40 waste hauler contracts annually who deliver additional recyclables. MIRA desires common baseline cost estimates to be proposed to process the tonnage it has committed under long term MSAs. MIRA may increase its processing estimate pursuant to the budget process specified in the agreements and Contractor will be fully reimbursed for all tons processed through the funding and payment reconciliation processes also specified in the agreements.
<b>53.</b>	Question	Is the facility unionized? If yes, please specify the union.
	Answer	No. The facility is not unionized.
<b>54.</b>	Question	What is the basis for stating in the RFP the recycling facility has reached the end of its useful life at June 30, 2021?
	Answer	The Facility has been fully depreciated.
<b>55.</b>	Question	What is the approximate number of truck deliveries per day?
	Answer	In the month of June 2020 there were 369 deliveries of transfer trailers from the transfer stations and 1,131 deliveries of route trucks to the Facility. Deliveries vary day to day.
<b>56.</b>	Question	What is the plant processing rate in tons per hour?
	Answer	Single stream/fiber line processing rate is 20 tons per hour. Commingled line processing rate is approximately 8 tons per hour
<b>57.</b>	Question	How many shifts are currently operated and how many people are employed on each shift?
	Answer	2 shifts. First shift supposed to have 40-50 employees (including mechanics and office staff). Second shift typically 30-40 (typically mechanics only as needed and no office staff other than the shift supervisor). Current operator is not staffing to those levels.
<b>58.</b>	Question	What hours does the Facility need to remain open to accept material? May the facility operate 24 hours and 7 days a week?

	Answer	<p>Regarding <u>Receiving Hours</u>: Section 3.2 of the Operation and Management Plan specifies the hours that the facility is open to accept deliveries of recyclable material. The facility is permitted to be open Monday through Friday from 7:00 am through 4:00 pm, and Saturdays following holidays from 7:00 am to 11:00 am.</p> <p>Regarding <u>Processing Hours</u>: By correspondence dated September 7, 2018, Connecticut DEEP authorized a change in processing hours. Processing may be conducted Monday through Sunday (i.e., 7 days per week) between the hours of 5:00 am and 12:00 am (i.e., midnight), not to exceed a total of 132 hours per week.</p> <p>The facility <u>may not</u> operate 24 hours per day, 7 days per week.</p>
59.	Question	Is Contractor required to staff the Facility 24/7 with personnel trained in emergency and discharge response? Is the Contractor required to staff the Facility with personnel trained in emergency and discharge response if the Facility is closed?
	Answer	The contractor is responsible for making staff available 24/7 who have the necessary training to manage a release of hazardous material, or other emergency. Contractor staff are not required to be on site when the facility is closed; however, the Contractor must have staff available who can respond to the facility in a reasonable amount of time in the event of an emergency. More specific detail regarding preparation for and management of emergencies is contained in the Solid Waste Permit, the Operation and Management Plan, the Stormwater General Permit, and the Stormwater Pollution Prevention Plan.
60.	Question	Please provide list of current equipment used in operations and the available spares. Additionally, please identify which equipment is owned or leased? The list provided in the RFP appears to be from 2017 and may be outdated.
	Answer	MIRA has added the spare parts and supplies list to web site repository of available data.
61.	Question	Who manages disposal of residue material under the O&M Agreement?
	Answer	See answer 47.
62.	Question	Who is responsible for the maintenance of the scale and calibration activities? If this is a Contractor responsibility, what vendor is currently servicing the scale and at what frequency?
	Answer	MIRA will retain control of the scales and be responsible for the calibration thereof.
63.	Question	Is office space available for the Contractor's administrative staff outside of the Recycling Facility detailed in drawing ST-1r? If so, please provide the location where and details surrounding the availability.
	Answer	Potentially. Proposers who believe the office space indicated in Attached A is insufficient should indicate the rationale and quantify the additional space requested as there may be competing needs.

<b>64.</b>	Question	Please provide a copy of the Security Plan.
	Answer	Safety and security are incorporated into the current operator's O&M Plan which has been added to the website repository of information.
<b>65.</b>	Question	Section 12.4 - Does MIRA utilize CMMS programs that Contractor shall be expected to procure/license and use? If so, what is the mandatory system?
	Answer	See answer 32.
<b>66.</b>	Question	What permits are currently held by the Contractor?
	Answer	MIRA holds all permits. See Exhibit A2. The current Contractor does not hold any environmental permits.
<b>67.</b>	Question	Is the Contractor responsible for performing the SWPPP Inspections?
	Answer	No, MIRA performs the inspections required under the SWPPP. These inspections as MIRA Funded expenses.
<b>68.</b>	Question	The Fire Alarm system was not included in Appendix A. Is the Contractor responsible to maintain the fire alarm system?
	Answer	MIRA maintains the fire alarm system as MIRA Funded expenses.
<b>69.</b>	Question	When was the last fixed equipment upgrade? If so, what were the pieces of equipment rebuilt or replaced and when? Is there any upgrade planned in the future? If so, to what extent?
	Answer	Original equipment as dual stream facility installed in 2006. Single stream overlay added in 2008. Additional conveyor and hopper added in 2010 to process 3-7 plastics.
<b>70.</b>	Question	Has there been any in-house changes to the production system that are not reflected in the provided drawings? Will MIRA be able to provide a current as-built set?
	Answer	MIRA has provided the most recent drawings that it has.
<b>71.</b>	Question	May we have the last 6 months of scheduled production and downtime reports that include daily percentage of available run time?
	Answer	See website repository (Exhibit A1c).
<b>72.</b>	Question	Would the Contractor be able to communicate with transfer stations supplying the MRF with material for processing?
	Answer	Any communication would be expected to go through MIRA.
<b>73.</b>	Question	Please provide a copy of the most recent inspection reports for the four MCC cabinets that operate the Facility equipment.
	Answer	See website repository (Exhibit A1).
<b>74.</b>	Question	Please provide equipment OEM specification sheets for all of the sortation equipment within the system.
	Answer	MIRA does not have those original OEM spec sheets

<b>75.</b>	Question	Is the Facility climate controlled? What equipment is in place and what is the condition of the ventilation equipment?
	Answer	Other than the offices, the facility is not climate controlled.
<b>76.</b>	Question	Has there been any changes to the overhead lighting? If so when? a. What fixtures and bulbs are installed?
	Answer	Fixtures and bulbs are changed out as damaged or as they go out.
<b>77.</b>	Question	Can we tender both to O&M + redevelopment and to O&M + transfer agreement or only to one of the options?
	Answer	Proposers may respond to either or both agreement types.
<b>78.</b>	Question	Is there a limit to the number of options that can be presented?
	Answer	Proposers may present business exceptions to either or both agreement types. Exceptions are considered with respect to MIRA's best interests in the evaluation of proposal.
<b>79.</b>	Question	Are projects outside USA valid as project references?
	Answer	Yes.
<b>80.</b>	Question	What happens if an equipment breaks down for reasons outside the operator's control before the expected lifetime established in the capital refurbishment budget? Is the repair paid by MIRA?
	Answer	Yes. Subject to MIRA's approval of the need and cost of repairs.
<b>81.</b>	Question	In the performance indicators can we take into account input contamination as the operator has little control over that contamination?
	Answer	Yes, provided that the operator has an adequate inspection program both on the tip floor and the pre-sort, and provided that the contractor has adequately staffed the sorting and QC positions to MIRA's satisfaction.
<b>82.</b>	Question	If the facility currently receives approximately 70,000 tons per year, why the RFP establishes that needs to process 55,000 tons instead of 70,000 tons?
	Answer	See answer 52.
<b>83.</b>	Question	What happens if the operational costs substantially increases because substantially more than 55,000 t need to be processed?
	Answer	See answer 52.
<b>84.</b>	Question	We can't find the information in Attachment A regarding "6. MIRA - Funded Expenses". The file doesn't exist.
	Answer	MIRA has added this to the web site repository of available data.
<b>85.</b>	Question	Is a yearly inspection of the fire-fighting system carried out? Can you provide the latest certificate?
	Answer	MIRA provides for quarterly tests of the sprinkler system as MIRA Funded expense not to be reflected in proposed budgets. All extin-

		guishers are certified by fire marshal on an annual basis.
<b>86.</b>	Question	How much is MIRA interested in increasing the quality of the recyclables obtained in the facility?
	Answer	Very, to the degree that it improves the financial return on investment.
<b>87.</b>	Question	Are employees unionized?
	Answer	No
<b>88.</b>	Question	Will MIRA provide a list of current staff including position, salary and date of birth?
	Answer	MIRA does not have a current list that includes salary and age and will work with the selected Proposed and current contract during the Transition Period to secure all of this information.
<b>89.</b>	Question	Will MIRA make available the current shift structure?
	Answer	See answer 13 and 57
<b>90.</b>	Question	Do any positions require specific licenses in order to operate any machinery or simply to be able to do the job? If so, which licenses are required for which positions?
	Answer	A CT DEEP certified operator – pursuant to the CT Solid Waste Regulations and the governing solid waste permit for the facility - must be on site at all times. MIRA is not aware that any specific licenses are required to operate machinery; however, the Contractor is responsible for determining this and obtaining any necessary licenses for its employees who operate heavy equipment.
<b>91.</b>	Question	Do the employees receive any equipment such as computers, cell-phones, vehicles etc. upon starting employment? If so, please provide a list of equipment and positions eligible to receive equipment.
	Answer	Yes. Proposer would need to prepare such a list and cost as part of their Transition Plan.
<b>92.</b>	Question	Please provide a summary of Medical, Dental, Vision and Life Insurance benefits and coverage.
	Answer	Full time employees do get benefits, but MIRA does not have the details of those benefits.
<b>93.</b>	Question	Please provide a list of observed paid holidays for the employees?
	Answer	New Years, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas.
<b>94.</b>	Question	Do employees received any non-monetary benefits such as Parking, Recreational Facility Membership, etc? If so, please provide a list of these non-monetary benefits.
	Answer	There is a parking area available for employee parking while working at the Facility. MIRA is unaware of other non-monetary benefits included in current operator compensation to its staff. Such employment terms will be at the discretion of Contractor subject to compliance with Applicable law.

<b>95.</b>	Question	How much sick and vacation time do employees receive? Is accrued time rolled-over to the next year?
	Answer	MIRA is not aware of the details of the Current Operator's program. Such employment terms will be at the discretion of Contractor subject to compliance with Applicable law.
<b>96.</b>	Question	Please provide a description for and cost of any employee training and/or teambuilding activities currently offered to employees.
	Answer	MIRA is not aware of the details of the Current Operator's program. Such employment terms will be at the discretion of Contractor subject to compliance with Applicable law.
<b>97.</b>	Question	What are the disciplinary processes in place?
	Answer	MIRA is not aware of the details of the Current Operator's program. Such employment terms will be at the discretion of Contractor subject to compliance with Applicable law.
<b>98.</b>	Question	Is there a bonus paid performance program?
	Answer	MIRA's understanding is that there is such a current program tied to current operator's staff effectiveness in implementing cost containment (containment for current operator not MIRA). The O&M Agreement and RFP provide the opportunity to propose a future program for MIRA's consideration.
<b>99.</b>	Question	How is scheduled the response during critical or emergency incidents?
	Answer	In the event of a fire: If during operating hours, the Operator evacuates the facility and maintains a roster to ensure all staff are accounted for. If after hours, Operator needs to have an employee on call to respond to the facility. SEE REPOSENSE TO QUESTION #59.
<b>100.</b>	Question	What is the policy for voluntary and continuing education or degree reimbursement?
	Answer	MIRA is not aware of the details of the Current Operator's program. Such employment terms will be at the discretion of Contractor subject to compliance with Applicable law.
<b>101.</b>	Question	<p>RFP Document Reference</p> <p>"F. Proposal Contents  <i>All Proposals shall be structured to include the following (in the order presented): (...)</i>  17. <i>A copy of the proposer's up-to-date certificate of insurance showing all current insurance coverage.</i>"</p> <p>Is this relevant to MIRA? Proposers will have to structure a project-specific insurance program to meet the insurance requirements set out by MIRA, which program won't be in place at bid time. This is particularly problematic for Proposers that are new entities, which may be comprised of various partners forming such entities for the purpose of this project, since such entities don't currently have an insurance program in place (and don't need one unless they are awarded). Could be considered to change this requirement from the proposal contents?</p>

	Answer	In the circumstance described, each entity’s up-to-date certificate of insurance showing all current insurance coverage should be provided.
102.	Question	<p>RFP Document Reference:  “O&amp;M Agreement  III.B.17.1 At all times during the Term, Contractor shall procure and maintain for the benefit of MIRA and Contractor, insurance against (...)”</p> <p>There will only be less than one month between contract award (February 2021 MIRA Board Meeting) and the start of the contract at which point the Transition Period starts, during which all insurance requirements start applying as they apply during the Term. This leaves only a few weeks to place the required insurance program in the market which is much too short, especially considering the \$35M excess limit that is required. Because the Transition Period does not include any operational activity, could be defer the applicability of the insurance requirement regarding the Excess Liability and the Pollution Liability Insurance until the Commencement Date?</p>
	Answer	MIRA expects to make its selection and undertake final agreement negotiations well in advance of the February Board meeting. Proposers concerned with this timeframe should elaborate on these requirements when committing to the March 1, 2021 effective date to begin the Transition Period.
103.	Question	<p>RFP Document Reference:  O&amp;M Agreement  III.B.17.3(e) Minimum Limits of Insurance  Contractor shall maintain limits no less than the following:  (...) 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.”</p> <p>Please consider changing this requirement to allow for an excess policy on an occurrence basis so that it follows the underlying general liability policy (which is required to be on an occurrence policy form). Furthermore, the absence of pollution exclusion as required is not available in the General Liability marketplace; as a result, Proposer will have to structure a separate excess tower above the underlying Pollution Liability insurance to meet this requirement, which seems counterproductive. Instead, MIRA may want to explore a higher Pollution Liability limit (although likewise, a \$35M would seem to be much too high considering the exposure and too expensive).</p> <p>(e) Excess:  \$35,000,000 Claims-made excess policy in excess of the General Liability, Automobile Liability, and Employers Liability policies, with cover-</p>

		age 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.
	Answer	MIRA agrees some changes in insurance coverage requirements may be warranted and may issue a subsequent Addendum to this RFP modifying insurance requirements. Proposers should otherwise develop Business Exceptions to the insurance requirements for MIRA’s consideration during proposal evaluations.
104.	Question	<p>RFP Document Reference:</p> <p>“O&amp;M Agreement III.B.17.4 Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions must be declared to and approved by MIRA.”</p> <p>Question: This provision brings uncertainty to Proposers as they won’t know whether MIRA will approve the insurance program they priced until after award, at which point it won’t be possible to modify its costs to obtain a lower deductible or SIR should MIRA not approve the deductible or SIR which was assumed by Proposers in their bid for purposes of assessing the insurance costs. As such, please could be replaced this provision by stipulating which maximum deductible or SIR will be allowed by MIRA (similar to what was done in Section 17.3(f) for the Pollution Liability coverage)?</p>
	Answer	MIRA agrees some changes in insurance coverage requirements may be warranted and may issue a subsequent Addendum to this RFP modifying insurance requirements. Proposers should otherwise develop Business Exceptions to the insurance requirements for MIRA’s consideration during proposal evaluations.
105.	Question	<p>RFP document reference:</p> <p>“O&amp;M Agreement III.B.17.9 <i>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.</i>”</p> <p>Question: <i>It is paramount for Proposers to assess their risks and price their bids that they have some level of predictability with regards to the property insurance to be procured by MIRA, whether in terms and conditions, limits and deductibles. As such, please incorporate our proposed edits below.</i></p> <p><i>“17.9 MIRA Insurance MIRA shall provide and maintain, to the extent reasonably available, reasonable and customary property insurance covering the Facility. <u>Such policy shall contain commercially available coverage extensions typically included in such policies for comparable</u></i></p>

		<p><u>facilities, only those exclusions that are typical for comparable facilities and have deductibles no greater \$50,000 except for damage due to natural catastrophes such as flood or earth movement. Such policy shall include business interruption coverage with a waiting period of no more than 45 days. 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. MIRA shall provide draft policy wordings and quotations received for Contractor’s review at least 30 days prior to the inception or renewal of the property insurance and shall cause its broker and potential insurers to address all commercially reasonable comments submitted by Contractor. MIRA shall invite Contractor to participate in the insurance reviews conducted by MIRA and the selected insurer regarding the status of claims and serves, as such reviews may be conducted from time to time, and, at the election of Contractor, any relevant subcontractors of Contractor may also be included in such reviews. The goal of the Parties is for Contractor, to the extent it is liable for any damage under Section 18.3, to have access to the property insurance as if Contractor had procured such insurance itself.”</u></p>
	Answer	<p>MIRA agrees some changes in insurance coverage requirements may be warranted and may issue a subsequent Addendum to this RFP modifying insurance requirements. Proposers should otherwise develop Business Exceptions to the insurance requirements for MIRA’s consideration during proposal evaluations.</p>
106.	Question	<p>RFP Document Reference:  “O&amp;M Agreement  III.B.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.”</p> <p>While we don’t dispute that Contractor should bear the deductible in case of its negligence, we note that MIRA insurance may very well cover damage caused by Contractor’s acts or omissions, including negligent ones, therefore it seems unnecessary to make Contractor liable for such damage without first attempting to make a claim on the MIRA insurance. Please note that we don’t expect that there will be general liability coverage for negligent acts causing damage because of the standard ex-</p>

		<p>clusion for damage to property under care, custody or control. This means that as currently drafted, this clause will require duplicate property insurance to be purchased by Contractor, which is completely inefficient. Keeping the clause as is will do nothing to reduce the cost of insurance for MIRA.</p> <p>Furthermore, while we recognize the difficulties in the current property market for such facilities, we question what would happen to the extent such property insurance is not “reasonably available” as per the language used in Section 17.9. We are concerned that this may result in an unacceptable risk transfer unless it is clarified that the cost of repairing any property damage is borne by MIRA unless such damage is due to the Contractor’s negligence.</p> <p>As such, we believe that it should be clarified that 1) MIRA will bear the cost of repairing the Facility following property damage, whether or not such damage is covered by insurance, except if caused by Contractor’s negligence 2) MIRA will bear the deductible under its policies except if caused by the Contractor’s negligence, and 3) MIRA has the obligation to make a claim under its policies, even if the damage is due to the Contractor’s negligence. As such, we propose to rewrite this section as follows:</p> <p><u>“MIRA shall bear the cost of repairing any and all damage to real or personal property of MIRA and associated loss of earnings except to the extent such damage is subject to the Contractor’s indemnification below. In the event of property damage to the Facility, MIRA shall make a claim under the appropriate policy and shall be liable for repairing such damage, whether or not insurance proceeds are sufficient to cover such damage. In the event of a claim under a MIRA insurance policy for damage to the Facility, MIRA shall be liable for the payment of any deductible, except to the extent that such damage <del>that</del> is attributable to Contractor’s negligence, in which case 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, but only to the extent such damage is not covered under the insurance policies required to be carried by MIRA. MIRA shall give prompt notice to Contractor of any damage resulting from such acts requiring such reimbursement.”</u></p>
	Answer	<p>MIRA agrees some changes in insurance coverage requirements may be warranted and may issue a subsequent Addendum to this RFP modifying insurance requirements. Proposers should otherwise develop Business Exceptions to the insurance requirements for MIRA’s consideration during proposal evaluations.</p>
107.	Question	<p>As part of the O&amp;M Contract, would the Contractor be able to propose</p>

		upgrades to the facility to ensure effective and efficient operations? a. If upgrades to the facility were completed during the O&M Contract, would these be funded by MIRA?
	Answer	Yes upgrades may be included in proposals and subsequently would be addressed in the O&M Agreement budget process.
<b>108.</b>	Question	In regards to the Redevelopment Option: a. Would the Contractor be able to enter into this Option immediately upon Contract commencement (i.e. July 1, 2021)? b. If the Contractor were able to enter into the Redevelopment Option immediately, could the municipal agreements that are currently in place be transferred from MIRA to the contractor?
	Answer	The O&M Agreement addresses the timeframe and preconditions expected to undertake the redevelopment. Business exceptions may be taken as part of proposal submissions.
<b>109.</b>	Question	Are the 40 private waste haulers who bring material into the MRF under contract to MIRA? a. What tonnages are associated with these agreements? b. What are the lengths of these agreements and will the Contractor be responsible for processing these tonnages?
	Answer	Yes MIRA enters into one year agreements with waste haulers. Yes Contractor will process these tons to the extent contracted each year and will be compensated for same under the applicable agreement terms. Additional tonnage data has been added to the website repository.
<b>110.</b>	Question	Does MIRA guarantee the 55,000 tons of single stream recycling for the term of the O&M Contract period?
	Answer	No. See answer 52.
<b>111.</b>	Question	If a Contractor elects to propose to provide marketing and brokerage services as part of this contract, how will such proposals be evaluated? a. If a contractor is awarded the O&M Contract, and has also proposed to provide marketing and brokerage services, will both parts be awarded, or will they be considered mutually exclusive?
	Answer	MIRA is issuing a separate RFP for Brokerage Services. Proposers under this RFP may also propose under the Brokerage Service RFP.
<b>112.</b>	Question	We request MIRA release the names of all Vendors that have expressed interest in this RFP and those that have had facility tours?
	Answer	As provided by Section 1-210 (b) (24) of the Connecticut General Statutes and by execution of this Certification, the President of the Materials Innovation and Recycling Authority (“MIRA”) hereby certifies that the public interest in the disclosure is outweighed by the public interest in the confidentiality of such responses until a contract resulting from such

		request for bids or proposals or qualifications is executed or negotiations for the award of such contract have ended, whichever occurs earlier.
<b>113.</b>	Question	Would MIRA make available a list of all current Third Party vendors and suppliers (inclusive of temp companies) for Proposers to review?
	Answer	Southwick electric for electrical work. Douglas Door for overhead doors. Morris Control currently providing ELON system to control panels. CP periodically to service CP equipment. Sunrise rentals provides some lift and rolling stock Eastern Mechanical Solutions to repair some processing equipment Patch Equipment and Welding to provide baler reline services Sullivan Metals to remove scrap metal CWPM to transport residue Hartford Sprinkler – repairs due to damaged sprinklers paid via Contractor JB3 for paving

**- END OF ADDENDUM 4 -**



**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, status as a veteran, 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, status as a veteran, 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;