



REQUEST FOR PROPOSALS
For
CONNECTICUT SOLID WASTE SYSTEM RECYCLING
SERVICES

(RFP Number 23-CSWS-001)

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

TABLE OF CONTENTS

- I. Request for Proposals:
 - A. Background and Scope
 - B. RFP Projected Timeline
 - C. Notice of Interest
 - D. Availability of RFP
 - E. Proposal Contents
 - F. Proposal Submittal Procedures
 - G. Proposal Opening
 - H. Proposal Open and Subject to Acceptance
 - I. Proposal Evaluation
 - J. Contract Award

- II. Notifications, Acknowledgements and Certifications
 - A. Nondiscrimination
 - B. Connecticut Campaign Contribution And Solicitation Limitations
 - C. Contractor's Representation concerning Consulting Agreements
 - D. Contractor's Representation Concerning Gifts
 - E. MIRA President's Representation Concerning Gifts
 - F. Contractor's Representation Regarding Iran Energy Investment

- III. Additional Terms and Conditions:
 - A. Definitions
 - B. Binding Effect
 - C. MIRA Reserved Rights
 - D. Communications With MIRA Staff and Board Members
 - E. Addenda And Interpretations
 - F. Modification or Withdrawal of A Proposal
 - G. Proposal Preparation and Other Costs
 - H. Proposer's Qualifications

- IV. Attachments and Forms
 - Attachment 1: CSWS Participating Municipalities and Delivery Data
 - Attachment 2: Recycling Processing Agreement ("Agreement")
 - Attachment 3: Proposal Form
 - Attachment 4: Proposal Price Form
 - Attachment 5: Background Questionnaire
 - Attachment 6: Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety Nondiscrimination

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 has historically comprised a waste to energy facility, four transfer stations and a recycling facility. However, over the last several years, the CSWS has undergone a transition from recycling processing and waste to energy operations to recycling and waste transfer activities for economic, facility age and serviceability reasons. As part of this transition, the CSWS has consolidated to currently comprise MIRA’s operation of a transfer station in Torrington, CT. and a transfer station in Essex CT. The transfer stations accept single stream recycling and municipal solid waste generated within the corporate boundaries of 23 CSWS Participating Municipalities. The transfer stations are operated by contractors whom are also obligated to provide for the transportation of single stream recycling and municipal solid waste to recycling processing facilities, waste to energy facilities and landfills designated by MIRA. The facilities MIRA has designated and contracted to receive municipal solid waste are operating efficiently. However, MIRA is assessing the economic viability of its current recycling operation and desires to achieve efficiencies by soliciting and re-designating a facility or facilities for the processing of single stream recycling.

Accordingly, MIRA has issued this Request for Proposals (“RFP”) for the purpose of selecting a Recycling Facility Operator or Operators to receive and process Single Stream Recyclables accepted by MIRA at the Torrington and Essex Transfer Stations and transferred by MIRA’s Transfer Station Operators to the selected Recycling Facility. 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 Recycling Transfer Agreement and continuing through expiration of the Municipal Service Agreements. This RFP refers to this period (July 1, 2023 through June 30, 2027) as the “Service Period”. During the Service Period the CSWS Participating Municipalities have committed to deliver to MIRA, and MIRA has committed to accept and process, approximately eleven thousand (11,000) tons of single stream recycling annually. Attachment 1 includes a list of CSWS Participating Municipalities delivering to the Torrington and Essex Transfer Station and the approximate volume of deliveries annually.

This RFP contemplates a Recycling Processing Agreement included as Attachment 2 which obligates MIRA to transfer its single stream recycling deliveries to the selected proposer, and the selected proposer to process such deliveries as necessary and appropriate for its sale into the recycled commodities markets. MIRA will pay a base fee per ton of single stream recycling deliveries which is to be adjusted monthly based on published recycling commodity values. Proposers may propose to accept deliveries from the Torrington Transfer Station, Essex Transfer Station or both.

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 | Thursday, January 19, 2023 |
| Deadline for Written Questions | Friday February 10, 2023 |
| Response to Written Questions | Friday February 17, 2023 |
| Proposals Due at MIRA | 3:00 p.m., Monday, February 27, 2023 |
| Proposal evaluation including clarifications, interviews and negotiations | Through March 7, 2023 |
| 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 March 2023 Board Meeting). |
| Expected Agreement Effective Date | July 1, 2023 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 Supply Chain Manager as follows:

**Mr. Roger Guzowski
Supply Chain 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: "CONNECTICUT SOLID WASTE SYSTEM RECYCLING SERVICES".

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. 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 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 Torrington Transfer Station Deliveries, Essex Transfer Station Deliveries

or both, and identifying the Recycling Facility or Facilities to which MIRA will transfer such deliveries;

- Proposer's commitment to begin accepting deliveries July 1, 2023;
- Summary financial proposal including base processing fee per ton and rate of increase or decrease based on commodity values as defined in the Recycling Processing Agreement (Attachment 2);
- 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 operating, maintaining and developing recycling facilities 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 facilities similar to the proposed Recycling Facility or Facilities, identify the following:
 - Facility identification including name, location, type and annual volume of operation;
 - Facility owner and/or governing body;
 - Processing capacity of the facility;
 - Age, condition and serviceability of the facility;
 - 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 manager accountable for the successful startup of operations effective July 1, 2023 and the on-site manager accountable for the successful processing of all recycled

commodities delivered to the Recycling Facility throughout the Service Period.

5. Recycling Facility Information

- Identify each proposed Recycling Facility to which MIRA will transfer its deliveries of single stream recycling including its specific location, owner and operator, processing capacity, available capacity to process deliveries from MIRA, facility age, condition and serviceability, and provide copies of all required operating permits.

6. Operations Information:

- State each proposed Recycling Facility hours of operation during which MIRA may deliver, by transfer trailer, its single stream recyclables;
- Specify an alternate recycling facility to which MIRA's single stream recyclables will be delivered in the event of service disruptions at the proposed Recycling Facility and provide evidence that Proposer has the necessary rights to use the alternate recycling facility for the duration of the Service Period.

7. Business Exceptions:

- Identify any exceptions, additions or deletions to the provisions of the Recycling Processing Agreement included as Attachment 2. 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.

8. Complete and attach the Proposal Form attached hereto as Attachment 3;

9. Complete and attach the Proposal Price Form attached hereto as Attachment 4;

10. The completed Background Questionnaire attached hereto as Attachment 5 (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);

11. The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety attached hereto as Attachment E 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;

12. The completed Affidavit Concerning Nondiscrimination attached hereto as Attachment 6, subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
13. 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.

F. 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 CONNECTICUT SOLID WASTE SYSTEM RECYCLING SERVICES." The original proposal shall be stamped or otherwise marked as such.

Unless otherwise identified by Proposer pursuant to Section I.E.7 hereof, the terms and conditions of the Recycling Service Agreement are non-negotiable. MIRA will review and consider any Business Exceptions taken by Proposer as part of its proposal evaluations.

G. 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.

H. Proposal Open and Subject to Acceptance

All proposals shall remain open and subject to acceptance by MIRA for ninety (90) days after the deadline for proposal submission

I. Proposal Evaluation

The award of an 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 Agreement, 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;
2. Demonstrated ability to commence accepting deliveries effective July 1, 2023;
3. Demonstrated ability to process the volume of single stream recyclables to be delivered by MIRA;
4. Proposed base processing fee and commodity value adjustment;
5. Anticipated transportation expense to be incurred by MIRA;
6. Reasonableness of any proposed Business Exceptions;
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 E);
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 E);
3. The proposer's promise to develop and implement a successful affirmative action plan (see Question 4B of Attachment E);
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.

J. Contract Award

The successful Proposer will be required to execute the Recycling Service Agreement attached hereto as Attachment 2 ("Agreement"). The Proposer substantially agrees to all the terms and conditions of this attached Agreement unless otherwise specified as provided in Section I.E.7 hereof.

If the Agreement is to be awarded, MIRA will issue to the successful proposer(s) a Notice of Award within ninety (90) 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.

II. Notifications, Acknowledgements and Certifications

Potential Proposers are hereby notified that any agreement resulting from this RFP shall contain the provisions specified in this RFP Section II, and that in submitting a proposal, Proposer acknowledges receipt of such notification and agrees that Proposer is prepared to sign an agreement with these provisions. For purposes of this RFP Section II, Contractor shall mean any Proposer with whom MIRA enters an agreement resulting from this RFP.

A. Nondiscrimination

- a. For purposes of this Section, “Contractor”, “contractor” and “Consultant” shall have the same meaning, “Contract”, “contract” and “Agreement” shall have the same meaning and other otherwise undefined terms have the meaning ascribed to them in Connecticut General Statutes § 4a-60g.
- b. Pursuant to Connecticut General Statutes § 4a-60:
 1. The Contractor agrees and warrants that in the Performance of this 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, status of 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, 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 ensure 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 of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the “Commission”);
 3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor's commitments under this

Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a- 68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 5. the 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 the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
 6. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- d. Pursuant to Connecticut General Statutes § 4a-60a:
1. The Contractor agrees and warrants that in the performance of this 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or

understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

3. the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes §46a-56; and
 4. the 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 the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- e. The Contractor shall include the provisions of subsection (d) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- f. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by initialing this nondiscrimination affirmation where specified in the Agreement.

B. Connecticut Campaign Contribution And Solicitation Limitations

For all state contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement

Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf. The Consultant makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached as an Exhibit in the form of Agreement included as RFP Attachment 2.

C. Contractor's Representation Concerning Consulting Agreements

Any agreement resulting from this RFP shall require Consultant to make a representation (the form of which is included as an Exhibit in the form of Agreement included as Attachment 2 of this RFP) that Contractor either has not entered into any Consulting Agreement 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 contracts; or to disclose the name and basic terms of any such consulting Agreement.

D. Contractor's Representation Concerning Gifts

Any agreement resulting from this RFP shall require the contractor to make the following representation:

That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency; (2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and (3) That the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person. (d) Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

E. MIRA's President's Representation Concerning Gifts

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, in signing any agreement resulting from this RFP, the authorized signatory of MIRA shall be required to represent that the selection of the most qualified or highest ranked person, firm or corporation 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.

F. Representation Regarding Iran Energy Investment

Any agreement resulting from this RFP shall require the contractor to make the following representation:

- a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment 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, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Consultant is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

III. **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 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 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.

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:

- Extend any of the actual or proposed dates in the Projected Timeline;
- Reject any and all proposals and republish this RFP;
- Terminate this RFP process at any time prior to the execution of an Agreement;
- Supplement, amend, or otherwise modify or cancel the solicitation process with or without substitution of another solicitation;
- Issue additional or subsequent solicitations;

- Investigate the qualifications of any entity under consideration (including subcontractors and parties otherwise related to a proposing entity);
- Clarify the information provided pursuant to this RFP;
- Request additional evidence or documentation to support the information included in any submittal;
- Appoint an evaluation committee to review submittals and use the assistance of outside professionals in submittal evaluation;
- Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
- Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
- Enter into any final Agreement(s) which result from this RFP 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, processing capacity considerations and business exceptions as described herein, and any other consideration which MIRA in its sole discretion determines is relevant;
- Enter into a final Agreement with terms that vary from the terms set forth in MIRA's solicitation documents;
- 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;
- Conduct contract discussions with one or more submitting entities; and
- Reject any and all submittals, or parts thereof, and/or to waive any informality or in-formalities 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 "CONNECTICUT SOLID WASTE SYSTEM RECYCLING SERVICES" 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 Agreement as required. Each Proposer shall furnish MIRA with all such information as may be required for this purpose.

RFP Attachment 1: Tonnage and Composition Data

Section 1: Historical recycling tonnage at each of the CSWS Transfer Stations

Below is the historical recycling tonnage received respectively at the Essex Transfer Station and Torrington Transfer Station each year for the past 5 years, from the towns which have a currently-active Tier 1 Municipal Services Agreement with MIRA. The historical information below excludes tonnage received at the respective transfer stations from any towns which do not currently have a Tier 1 Municipal Services Agreement with MIRA.

| | FY2018 | FY2019 | FY2020 | FY2021 | FY2022 | 5 Year Avg. |
|---------------|----------|----------|----------|----------|----------|-----------------|
| Essex TS | 6,058.55 | 6,158.51 | 6,988.90 | 6,692.65 | 6,257.86 | 6,591.65 |
| Torrington TS | 4,852.55 | 4,800.01 | 5,001.23 | 5,223.48 | 4,848.22 | 4,945.10 |

Section 2: Recycling Composition

Below is the composition of MIRA's single stream based on total outbound shipments of each commodity from CSWS Recycling Intermediate Processing Center during CY2019 and CY2020 (see notes below)

| Commodity within MIRA single stream | % of outbound total |
|-------------------------------------|---------------------|
| PAPER (SRPN AND MIXED) | 41.72% |
| OCC #11 | 15.23% |
| Ferrous (Non-Aluminum) | 1.90% |
| Aluminum | 0.44% |
| Plastic-Pet | 2.04% |
| Plastic-HDPE Natural | 0.66% |
| Plastic- HDPE Pigmented | 0.88% |
| Plastic- HDPE Mixed | 0.33% |
| Plastic-Rigid Mixed | 0.41% |
| Glass- Mixed | 19.40% |
| Scrap Metals | 1.00% |
| Residue | 16.00% |
| Total | 100% |

Notes:

1. CY2019 and CY2020 (January 2019 through December 2020) were the last two complete calendar years that the CSWS Recycling Facility at 211 Murphy Road in Hartford operated as an active recycling intermediate processing center.
2. This outbound composition excludes outbound single stream which was shipped out to other facilities to be processed.
3. Per various operators and through various markets, the outbound paper at the CSWS Recycling Facility has all been classified as #8 news, #56 residential paper & news, or mixed paper. Proposers should be clear in their proposal on which of those paper grades they are basing their price proposal.



PROPOSAL FORM

RFP NUMBER: 23-CSWS-001

CONTRACT FOR: RFP For CONNECTICUT SOLID WASTE SYSTEM RECYCLING SERVICES

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

The undersigned (the “Proposer”) accepts and agrees to all terms and conditions of the Request For Proposals, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for ninety (90) days after the proposal due date.

At any time after SOQs 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 two attached counterparts of the non-negotiable Agreement;
- (b) Deliver to MIRA the requisite certificates of insurance;
- (c) 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
- (d) Satisfy all other conditions of the Notice Of Award.

3. PROPOSER'S OBLIGATIONS

Proposer proposes and agrees, if this Proposal is accepted by MIRA and MIRA issues a Notice Of Award to Proposer, to the following:

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

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

In submitting this Proposal, Proposer acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFP Package Documents, are non-negotiable, and Proposer is willing to and shall, if MIRA accepts its Proposal for the Services and issues a Notice Of Award to Proposer, execute such Agreement. However, MIRA reserves the right to negotiate with Proposer regarding the Proposer's rates for the Services submitted on its Proposal Price And Payment Rate Schedule Form. Further, MIRA reserves the right to negotiate, modify, and/or waive at its sole and absolute discretion any of the required insurance specified in Article 6 of the Agreement (e.g. waiving the requirement to provide evidence of Automobile Liability for owned autos if a firm does not own any autos) or any provisions of the Agreement which will impact Proposer's ability to obtain insurance.

5. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

- (a) Proposer has thoroughly examined and carefully studied the RFP Package Documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

| Addendum Number | Date Issued |
|-----------------|-------------|
| | |
| | |
| | |
| | |

- (b) Without exception the Proposal is premised upon performing, furnishing 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;
- (c) 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;
- (d) Proposer has studied and carefully correlated Proposer’s knowledge and observations with the Contract Documents and such other related data;
- (e) Proposer has given MIRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents and the written resolutions thereof by MIRA are acceptable to Proposer;
- (f) 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;
- (g) Proposer is aware of the general nature of work to be performed by MIRA and others that relates to the Services for which this Proposal is submitted; and
- (h) 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.

6. 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 materials, conditions, or structures encountered during performance of any of the Services.

7. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

8. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

- (a) 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 Proposer's Proposal is subject to disclosure if required by law or otherwise; and
- (b) 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.

9. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

- (a) The prices in the Proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
- (b) Unless otherwise required by law, the prices that have been quoted in this Proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to "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 Services over any other Proposer for the Services or over MIRA.

10. 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 termination of the Agreement, if awarded, all of the forms included in the RFP Package Documents that are submitted to MIRA as part of its Proposal are identical in form and content to the preprinted forms in the RFP Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

11. 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:

- (a) 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;
- (b) Any agreement entered into for the Services (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

12. ACKNOWLEDGEMENTS REGARDING AGREEMENT PROVISIONS

In submitting this proposal, proposer is noticed and acknowledges that any agreement resulting from this RFP shall contain the following provisions and Proposer is prepared to sign an agreement with such provisions:

- (a) Affirmation regarding Nondiscrimination as Specified in Section II.A. of the RFP;
- (b) Connecticut Campaign Contribution and Solicitation Limitations as specified in Section II.B. of the RFP;
- (c) Contractor's Representation regarding Consulting Agreements as specified in Section II.C. of the RFP;
- (d) Contractor's Certification Concerning Gifts as specified in Section II.D. of the RFP;
- (e) MIRA President's Representation Concerning Gifts as specified in Section II.E of the RFP; and
- (f) Contractor's Representation Regarding Iran Energy Investment as specified in Section II.F. of the RFP

13. 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 (RFP Attachment 3);
- All of the requisite narratives Specified in Section I.E. of the RFP
- The completed Proposal Price Form(RFP Attachment 4);
- Background Questionnaire (RFP Attachment 5);
- Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety (RFP Attachment 6).

14. PROPOSER INFORMATION AND NOTICES

The information below represents the Proposer's entity information as recorded with the applicable Secretary(ies) 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"/> Joint Venture |
| | | <input type="checkbox"/> Partnership | <input type="checkbox"/> Public Entity |
| | | <input type="checkbox"/> Other | |
| State in Which Entity is Legally Organized: | | | |

| | |
|-------------------|--|
| Proposer Contact: | |
| Title: | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |

15. ADDITIONAL REPRESENTATION

Proposer hereby represents that the undersigned is duly authorized to submit this Proposal on behalf of Proposer, and to commit the proposer to all representations and acknowledgements specified herein.

AGREED TO AND SUBMITTED ON _____, 20 __

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



PROPOSAL PRICE FORM

| | |
|---------------------|--|
| Name of Respondent: | <input type="text"/> |
| Name of RFP | Connecticut Solid Waste System Recycling Services |

Each firm that submits a Proposal must submit pricing information as specified herein.

1. Overview

This RFP contemplates that any Agreement resulting from this RFP shall contain a pricing structure in which the Total Compensation per ton each month (“TC”) has two components:

- A fixed base processing fee (“Base Processing Fee” or “BPF”) per ton, adjusted each contract year as specified in Section 2 hereof, which Successful Proposer (then “Contractor”) shall charge to MIRA each monthly billing period for each ton of Acceptable Recyclables which MIRA delivers to successful Contractor during that monthly billing period and which Contractor accepts for processing (i.e.MIRA does not expect to pay a processing fee per ton for any tons rejected by the Contractor); and
- There shall be a variable adjustment based on the average commodity value (“Average Commodity Revenue” or “ACR”) as specified in Section 3 hereof of the component commodities which Contractor separates and sells from the Acceptable Recyclables.
- For each monthly billing period, the Total Compensation per ton will be calculated as: $TC \text{ per ton} = BPF - ACR$. If TC is a positive number (i.e. the BPF is greater than the ACR deducted from it that month), then TC is the amount that Contractor will charge MIRA for each ton of Acceptable Recyclables which MIRA delivered and Contractor accepted during that billing period. If TC is a negative number (i.e. the BPF is less than the ACR deducted from it), then TC is the amount that Contractor will pay MIRA for each ton of Acceptable Recyclables which MIRA delivered and Contractor accepted during that billing period.

2. Base Processing Fee per ton

In the table below, Proposer should indicate the Base Processing Fee per ton, as per Section 1 hereof, that Proposer proposes to charge MIRA during each year of the Term.

| Fiscal/Contract Year | PBF Proposed by Proposer |
|---------------------------|--------------------------|
| FY2024 (7/1/23 – 6/30/24) | <input type="text"/> |
| FY2025 (7/1/24 – 6/30/25) | <input type="text"/> |
| FY2026 (7/1/25 – 6/30/26) | <input type="text"/> |
| FY2027 (7/1/26 – 6/30/27) | <input type="text"/> |

3. Average Commodity Revenue (ACR)

In the table below, for each Component Commodity within the Acceptable Recyclables, Proposer should indicate the price index or other methodology they will use to calculate the ACR each month, and corresponding value as of the due date.

| Component commodity within Acceptable Recyclables | % contribution toward ACR total | Specific Price Index or other specific methodology proposer proposes to calculate the Monthly Component Value of each component commodity |
|---|---------------------------------|---|
| PAPER | 41.72% | |
| OCC #11 | 15.23% | |
| Ferrous (Non-Aluminum) | 1.90% | |
| Aluminum | 0.44% | |
| Plastic-Pet | 2.04% | |
| Plastic-HDPE Natural | 0.66% | |
| Plastic- HDPE Pigmented | 0.88% | |
| Plastic- HDPE Mixed | 0.33% | |
| Plastic-Rigid Mixed | 0.41% | |
| Glass- Mixed | 19.40% | |
| Scrap Metals | 1.00% | |
| Residue | 16.00% | |

The total ACR in a given month shall be the sum of (the product of each Monthly Component Value [based on the price index specified] x that Component Commodity's % contribution toward ACR total) for all Component Commodities (see example in Section 3.1)

Notes:

- Proposer may propose a fixed value for one or more components (e.g. glass, residue) which does not change each month.
- For Fiber commodities, Paper and OCC, MIRA's preference is to use the PPI Pulp & Paper Week Monthly Recovered Paper Prices published by Fastmarkets/RISI (fka the Official Board Markets Yellow sheet) but proposer should still propose the specific grade they propose to be used (e.g. for paper do they propose to use the price index for mixed paper vs #56 Sorted Residential Paper & News vs #8 News, etc.) and specific region they propose to be used (e.g. New England, New York, Buffalo, Export, etc.)
- Proposed contribution to the ACR is based on actual outbound shipments at MIRA's recycling facility in calendar year 2019 and 2020 when it was running as an intermediate processing facility. If Proposer wishes to propose and alternate composition percentage, they should do so as a Business Exception as set forth in Section I.E.7 of the RFP.

3.1 ACR calculation Example (based on hypothetical component values)

The table below shows a hypothetical example of how the total ACR for a specific monthly billing period would be calculated using the hypothetical Monthly Component Values Shown Below:

| Component commodity | % contribution toward ACR | Monthly Component Value in hypothetical example | Contribution to ACR |
|---|---------------------------|---|---------------------|
| PAPER | 41.72% | \$5 | \$2.09 |
| OCC #11 | 15.23% | \$50 | \$7.62 |
| Ferrous (Non-Aluminum) | 1.90% | \$200 | \$3.80 |
| Aluminum | 0.44% | \$1,500 | \$6.60 |
| Plastic-Pet | 2.04% | \$200 | \$4.08 |
| Plastic-HDPE Natural | 0.66% | \$1,000 | \$6.60 |
| Plastic- HDPE Pigmented | 0.88% | \$300 | \$2.64 |
| Plastic- HDPE Mixed | 0.33% | \$50 | \$0.17 |
| Plastic-Rigid Mixed | 0.41% | \$50 | \$0.21 |
| Glass- Mixed | 19.40% | -\$50 | -\$9.70 |
| Scrap Metals | 1.00% | \$10 | \$0.10 |
| Residue | 16.00% | -\$100 | -\$16.00 |
| TOTAL ACR (in this hypothetical example) | | | \$8.21 |



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> <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 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered “No” to Question 1, proceed to Question 2.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered “Yes” to Question 1A, proceed to Question 1B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered “No” to Question 1A, proceed to Question 2.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>1B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered “Yes” to Question 1B, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered “No” to Question 1B, proceed to Question 2.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|---|--------------------------|--------------------------|
| <p>2. Has the Contractor or any of the following ever been the subject of a civil investigation¹?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor. <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 3B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |

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

| | | |
|---|--------------------------|--------------------------|
| <p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a civil investigation¹?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 and, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation..</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |

CERTIFICATION

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 20 ____

 Notary Public/Commissioner of the Superior Court

 Commission Expiration Date



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

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

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

LIST OF ACRONYMS

| | | |
|------|---|---|
| RCSA | – | Regulations of Connecticut State Agencies |
| CHRO | – | State of Connecticut Commission on Human Rights and Opportunities |
| DAS | – | State of Connecticut Department of Administrative Services |

FOOTNOTES

- ¹ If the Contractor answered “yes” to Question 2A and/or 3A, Contractor must attach a copy of its DAS Set-Aside Certificate to this Questionnaire.
- ² If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds Fifty Thousand Dollars (\$50,000.00) in any fiscal year, and the Contractor has fifty (50) or more employees, the Contractor, in accordance with the provisions of Section 46a-68c of the Connecticut General Statutes, shall develop and file an affirmative action plan with the Connecticut Commission on Human Rights and Opportunities.

**SCHEDULE A
CRITERIA FOR A SMALL BUSINESS ENTERPRISE (SBE)**

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

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