



REQUEST FOR PROPOSALS
For
SALE OF SURPLUS JET FUEL
(RFP Number 23-AUTH-005)

Materials Innovation and Recycling Authority
300 Maxim Road
Hartford, Connecticut 06114

Section 1: Overview , 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 as the successor to the Connecticut Resources Recovery Authority (“CRRA”). In June 2023, legislative passage of Substitute House Bill HB6664, an Act Concerning Managing Waste and Creating a Waste Authority, established the MIRA Dissolution Authority (“MDA”) as a successor to MIRA for the purposes of winding down MIRA’s operations. Upon final signature of the act by the Governor, beginning July 1, 2023 the MDA will assume all of MIRA’s roles in relation to any agreement resulting from this RFP. As such any reference to MIRA in relation to this RFP or any agreement resulting therefrom shall also mean the MDA.

MIRA has operated its Jet Turbine Facility in the ISO New England Market since the early 2000’s. In order to meet its market obligations, MIRA was required to maintain an adequate amount of Jet Fuel for the Jets to reliably operate in the market. As of June 1, 2023, the Jets market obligation expired.

MIRA is accepting proposals from qualified contractors for the purchase and removal of Jet Fuel located within its 550,000 gallon fuel tank at Reserve Road in Hartford Connecticut. Drawings detailing the tank are included as **Attachment A**. MIRA’s prior Request for Proposals for Purchase and Removal of Jet Fuel (RFP No. 23-AUTH-003) is cancelled and replaced by this RFP No. 23-AUTH-005.

The fuel tank was constructed and placed in service in 2011 and since that time has been filled and refilled with Ultra Low Sulfur K-1 Kerosene. A copy of a recent fuel analysis is included as **Attachment B**. The purchase and removal will commence immediately following award and execution of an agreement and continue expeditiously until completed. Contractor shall perform all work required to remove *all* fuel from the tank and remove *all* fuel from the site at its own cost and expense. The total volume of Jet Fuel within the tank is approximately 165,000 gallons. Of the total volume of fuel, approximately 130,000 gallons is accessible using the existing fill piping. The fuel from the tank bottom, located below the existing fill piping can be accessed utilizing one of the existing drain pipes located close to the invert of the tank bottom. All fuel from the tank, including such tank bottoms, must be removed by the contractor and included in the price proposed.

The Scope of Work shall include, but may not be limited to:

- 1) Piping modifications necessary to connect Contractor’s fuel extraction equipment to the existing fill piping and existing drain piping.
- 2) Confined space entry into the interstitial space between the inner and outer tank walls in order to operate the valve on the drain pipe.
- 3) Utilization of 150psi (minimum) rated pipe/hose for fuel extraction.
- 4) Construction of temporary secondary containment beneath all Contractor provided pipe/hose between the storage tank and the removal tanker truck. A continuous sheet of 8

mil polyethylene, bermed along its perimeter a minimum of 6 inches in height and extending a minimum of 3 feet to either side of the Contractor provided pipe/hose will satisfy this requirement. All tankers extracting fuel *must* park within the existing secondary containment area.

- 5) Restoration of site, including but not limited to any piping modifications, to the same condition as existed prior to commencement of the work.
- 6) Pre-payment to MIRA for 165,000 gallons of fuel, which payment shall be reconciled to the actual measured quantity of fuel removed upon the completion of the work.
- 7) All work shall be scheduled during normal business hours with MIRA’s Manager of Engineering, Construction and Power Assets who shall also attend all fuel removal operations. Such operations shall continue expeditiously through completion no later than September 30, 2023.

In its performance of the work, Contractor shall comply with all applicable provisions of DAS contract 15PSX0035, and such provisions shall apply to the purchase and removal of fuel as contemplated herein (including but not limited to: means and methods of work, indemnity, spill cleanup, compliance with pertinent regulations, insurance requirements, etc.). DAS Contract 15PSX0035 is incorporated herein by reference. Specific provisions from of such contract have been incorporated into MIRA’s standard form of agreement attached hereto as **Attachment C**. For clarity, Contractor *is not* required to be a current or former DAS contractor under DAS Contract 15PSX0035.

This RFP contemplates that the term of any agreement resulting from this RFP will begin in the first week of July 2023 and fuel removal shall commence and continue expeditiously to completion no later than September 30, 2023 and the agreement shall terminate no later than September 30, 2023.

Section 2: Request For Proposals

2.A. RFP Timeline

ITEM	DATE
RFP Documents Available	Monday, June 26, 2023
Optional On Site Tank Visit	Thursday June 29, 2023 at 10:00 am
Addenda and questions	MIRA reserves the right to issue addenda to this RFP at any point between the time the RFP documents are made available and 2:00pm on July 3, 2023. Proposers who have questions regarding this RFP should submit them in writing in a manner specified herein no later than 2:00pm June 29, 2023.
Proposals Due to MIRA	12:00 p.m., Wednesday, July 5, 2023

All RFP documents, including any addenda thereto may be obtained via MIRA's website at <https://www.ctmira.org/business-links/current-bids-rfp-RFP/>. That same webpage can be reached from MIRA's home page (www.ctmira.org) via the "Business Links" link.

2.B. Correspondence with MIRA

All copies of proposals in response to this RFP should be submitted via email by deadlines and in a manner specified in the RFP sent to solicitations@ctmira.org. The title of any such email should be: "Sale of Surplus Jet Fuel".

All questions, or other correspondence related to this RFP should be submitted in writing by e-mail to MIRA's Manager of Engineering, Construction and Power Assets as follows:

Materials Innovation and Recycling Authority
Attn: David Bodendorf, Manager of Engineering, Construction and Power Assets
300 Maxim Road, Hartford, Connecticut 06114
Email: dbodendorf@ctmira.org

Potential respondents to this RFP must include in such email the full legal name of the potential respondent, address of the potential respondent and the following information regarding a contact person(s): name, title, telephone number, and e-mail address.

MIRA will host a non-mandatory pre-proposal site inspection on Thursday, June 29, 2023 at 10:00 am. Any potential respondent to this RFP who wishes to attend the pre-proposal site inspection should notify MIRA's Manager of Engineering, Construction and Power Assets by 11:00 am on Wednesday, June 28, 2023 as specified above. Potential respondents attending the non-mandatory site inspection should arrive at 10:00am at 300 Maxim Road (Gate 70), Hartford, CT and press the call button on the call box outside the chain-link gate to be let on-site.

MIRA will use the contact information from any submitted correspondence to notify such firms by email if MIRA issues any addenda and provide notice of questions and answers related to this RFP.

2.C. Proposal Contents

All Proposals submitted in response to this RFP should contain the following:

1. A Cover Letter, signed by a person authorized to execute a resulting agreement on behalf of the Proposer, which includes the following:
 - the title to this RFP,
 - the name of the Proposer
 - the legal structure of the Proposer (corporation, joint venture, etc.)

- 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 Proposal;
 - The Proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises;
 - A description of any modifications Proposer proposes to make to MIRA's storage tank and/or piping to allow Proposer access to all of the jet fuel, and to return the tank and piping to the same conditions prior to the commencement of work;
 - Proposer's proposed method(s) of measuring the fuel extracted from the storage tank;
 - The cover letter should not exceed two pages.
2. A Background and Experience Narrative including the following:
- A summary of the experience of the Proposer's firm, key personnel, and any subcontractor(s) providing fuel supply or removal services, or fuel storage tank modification services in Connecticut and demonstrating Proposer's ability to remove all fuel by the date specified in the Proposal Price Form. Proposers who were previously awarded fuel service contracts for the state through DAS Contract #15PSX0035 or otherwise should document such awards in their Background and Experience Narrative.
 - At least two references, including individual name, firm/agency name, telephone number and email address who can attest to Proposer's experience in providing fuel supply or removal services, or fuel storage tank modification services in Connecticut.
3. A completed Proposal Price Form (*Section 2G*, below).
4. A copy of Proposer's certificate of insurance showing all current insurance coverage, which coverages may be subject to negotiation with MIRA.
5. Any proposed exceptions or modifications to the proposed agreement included as Attachment C (include specific alternate language proposed).

2.D. Proposal submittal procedures

Proposers should submit an electronic PDF-formatted copy of all materials specified in Section 2.3 of this RFP to the email address specified in Section 2.2 of this RFP by the deadline specified in Section 2.1 of this RFP.

2.E. Resulting Agreement

MIRA reserves the right to enter into an agreement with the selected proposer subject to final terms and conditions as follows:

1. The agreement awarded by MIRA pursuant to this RFP will be subject to ratification or approval by MIRA's Board of Directors as determined by MIRA;
2. PA 21-76 requires the inclusion of certain terms in applicable state contracts. The applicable terms are included in Section 8 of the proposed Agreement included as Attachment C.
3. MIRA reserves the right to negotiate with any proposer regarding final price and scope;
4. Any final service agreement shall require pre-payment for 165,000 gallons of Jet Fuel at the Proposer's price/gallon. Contractor shall pay MIRA such amount upon execution of an agreement and prior to the removal of any Jet Fuel. Payment shall be made via check or wire transfer per MIRA's instructions.
5. Any final service agreement shall include term and termination provisions that at a minimum are as specified in Section 1 of this RFP.

2.F. Proposal Opening

All Proposals shall remain open and subject to acceptance by MIRA for a minimum of fifteen (15) calendar days after the deadline for proposal submission as specified in Section 2.1.

All proposals will be opened at MIRA's convenience on or after the due date specified in Section 2.A. 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.

The award of an Agreement will be made, if at all, to the Proposer whose evaluation by MIRA results in MIRA, in MIRA's sole discretion, determining that such award to such Proposer is in the best interests of MIRA.

2.G. Proposal Price Form

Name of Proposer _____

Proposer's Purchase Price per Gallon for all Jet Fuel in Storage Tank _____
(Includes all services required in Section 1 of this RFP)

Proposal Including Purchase Price per Gallon Valid Through (Date) __/__/__
(Minimum of 15 calendar days)

Proposer Certifies All Jet Fuel Will Be Removed By (Date) __/__/__

Signed by: _____
(Print Name and Title)

Signature: _____

Date: _____

Section 3: Additional Terms and Conditions

3.A. MIRA Reserved Rights

During the entire solicitation process MIRA retains the right to:

1. Extend any of the actual or proposed dates in the Projected Timeline;
2. Reject any and all Proposals and republish this RFP;
3. Terminate this RFP process at any time prior to the execution of an agreement;
4. Supplement, amend, or otherwise modify or cancel the solicitation process with or without substitution of another solicitation;
5. Issue additional or subsequent solicitations;
6. Investigate the qualifications of any entity under consideration (including subcontractors and parties otherwise related to a proposing entity);
7. Clarify the information provided pursuant to this RFP;
8. Request additional evidence or documentation to support the information included in any submittal;
9. Appoint an evaluation committee to review submittals and use the assistance of outside professionals in submittal evaluation;
10. Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
11. Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
12. Enter into any final Agreement which results from this RFP for which MIRA in its sole and absolute discretion determines to be in its best interest;
13. Enter into a final Agreement with terms that vary from the terms set forth in MIRA's solicitation documents;
14. Contact any of the entities and facilities listed as a reference in any submittal at which Respondent indicated that Respondent performed services similar to those contemplated in this RFP;
15. Conduct contract discussions with one or more submitting entities; and
16. Reject any and all submittals, or parts thereof, and/or to waive any informality or informalities in any Proposal, if such rejection or waiver is deemed in the best interests of MIRA.

3.B. 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 Respondent 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.

3.C. 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.

3.D. 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.

3.E. Respondent'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.

[End of RFP – Attachments follow]

Attachment A

Storage Tank Drawings

Attachment B

Fuel Analysis - Sample Date 3-22-2023

Attachment C

Proposed MIRA Standard Form of Agreement



Sterling Analytical, inc
15 Agawam Avenue
West Springfield, MA 01089
Phone (413) 214-6541 Fax (413) 214-6842

Visit our website: www.sterlinganalytical.com

Source NAESCORP/MIRA JTF

Contact

Sample

Description:

Work Order: 23-0250

Date Completed: 3/27/23

Date Received: 3/22/23

Date Taken: 3/22/23

Source ID: Jet Fuel K1 Kerosene

Sample No: 79488

Parameter	Results	ASTM Methods
API Gravity @ 60°F	45.2	ASTM D287
BTU/Gal	131,840	ASTM D240
BTU/Lb	19,743	ASTM D240
Pounds per Gallon	6.678	
Specific Gravity @ 60°F	0.8010	ASTM D287
Sulfur, ppm	7.4	ASTM D5453

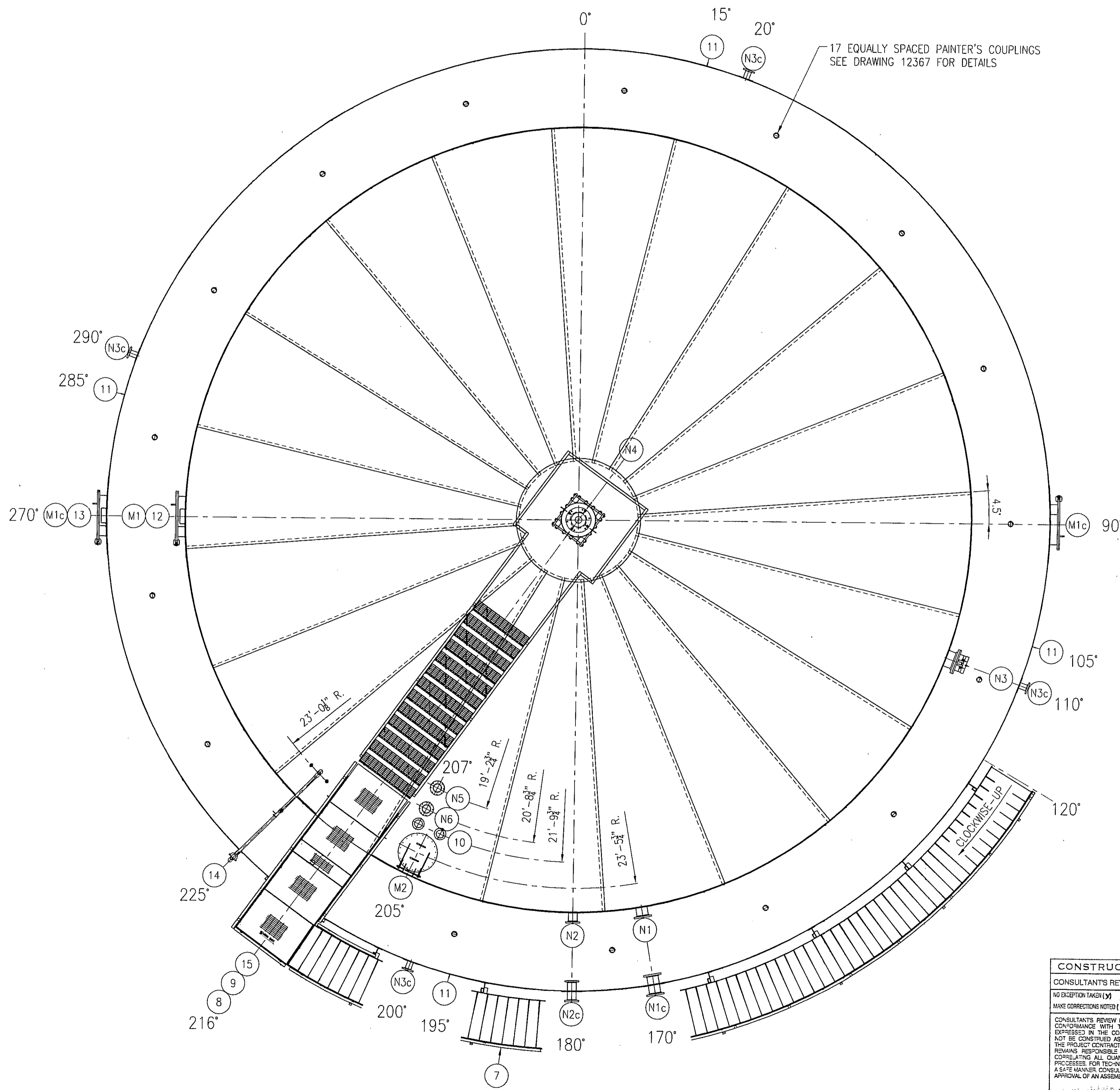
Comments



STORAGE TANK

TANK SHELL ANGLE STRAPPING CHART	
ANGLE	DISTANCE FROM QUARTER LINE*
1°	5.2436"
90°	39'-3 3/8"
110°	8'-8 3/8"
170°	34'-11 1/2"
180°	39'-3 3/8"
205°	10'-11 1/8"
207°	11'-9 3/8"
216°	15'-8 3/8"
225°	19'-7 1/8"
270°	39'-3 3/8"
360°	39'-3 3/8"

* ALL DISTANCES ON O.D. OF BOTTOM RING
STRAPPING ON BOTTOM RING = 157'-3 1/8"

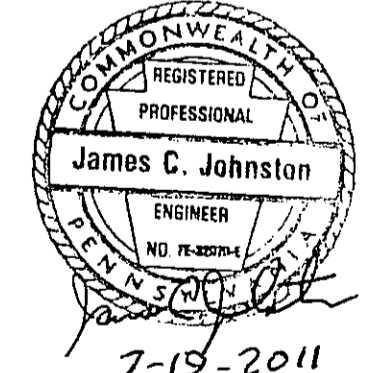


PLAN VIEW
SCALE: 1/4" = 1'-0"

CONTAINMENT

CONTAINMENT SHELL ANGLE STRAPPING CHART	
ANGLE	DISTANCE FROM QUARTER LINE*
1°	6.2897"
15°	7'-10 3/8"
20°	10'-5 1/8"
90°	47'-2 1/8"
105°	7'-10 3/8"
110°	10'-5 1/8"
120°	15'-8 3/8"
170°	41'-11 1/2"
180°	47'-2 1/8"
195°	7'-10 3/8"
200°	10'-5 1/8"
216°	18'-10 3/8"
225°	23'-7 1/8"
270°	47'-2 1/8"
285°	7'-10 3/8"
290°	10'-5 1/8"
360°	47'-2 1/8"

* ALL DISTANCES ON O.D. OF BOTTOM RING
STRAPPING ON BOTTOM RING = 188'-8 3/8"



SEE DRAWING #12361 FOR BILL OF MATERIALS.

CONSTRUCTION SUBMITTAL REVIEW	
CONSULTANT'S REVIEW	RESPONSE REQUIRED OF CONTRACTOR
NO OBJECTION TAKEN ()	COMMENTS ATTACHED ()
MAKE CORRECTIVE NOTES ()	DO NOT RESUBMIT (X)
	CONFIRM ()
	REJECTED ()
	RESUBMIT ()

CONSULTANT'S REVIEW IS ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE INFORMATION GIVEN AND THE DESIGN CONCEPT EXPRESSED IN THE CONTRACT DOCUMENTS. MARKINGS OR COMMENTS SHALL NOT BE CONSIDERED AS RELIEVING THE CONTRACTOR FROM COMPLIANCE WITH THE PROJECT CONTRACT DOCUMENTS OR DEPARTURES THEREFROM. CONTRACTOR REMAINS RESPONSIBLE FOR DETAILS AND ACCURACY. FOR COORDINATE AND CORRELATING ALL QUANTITIES AND DIMENSIONS FOR SELECTING FABRICATION PROCEDURES FOR TECHNIQUES OF ASSEMBLY AND FOR PERFORMING HIS WORK IN A SAFE MANNER, CONSULTANT'S APPROVAL OF A SPECIFIC ITEM SHALL NOT INDICATE APPROVAL OF AN ASSEMBLY OF WHICH THE ITEM IS A COMPONENT.

TRC
BY *Chris D. Johnston*
DATE 7/19/11
DATE REC'D 8-29-11 DATE RETURNED 7/19/11

REFERENCES:

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WITHERUP FABRICATION AND ERECTION, INC.
KENNERDELL, PA.

ORIENTATION - KEROSENE STORAGE TANK #6 w/CONTAINMENT
CONNECTICUT RESOURCES RECOVERY AUTHORITY HARTFORD, CT

SCALE AS NOTED	S.O.No.	29010
DRAWN DAS DATE 12-22-10	DRAWING No.	12362
TRACED DATE	CHK'D JCY DATE 1-18-11	SHE.
APPR'D JCY DATE 1-18-11		

NO.	BY	DATE	DESCRIPTION
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0	DAS	12-22-10	RELEASED FOR CONSTRUCTION

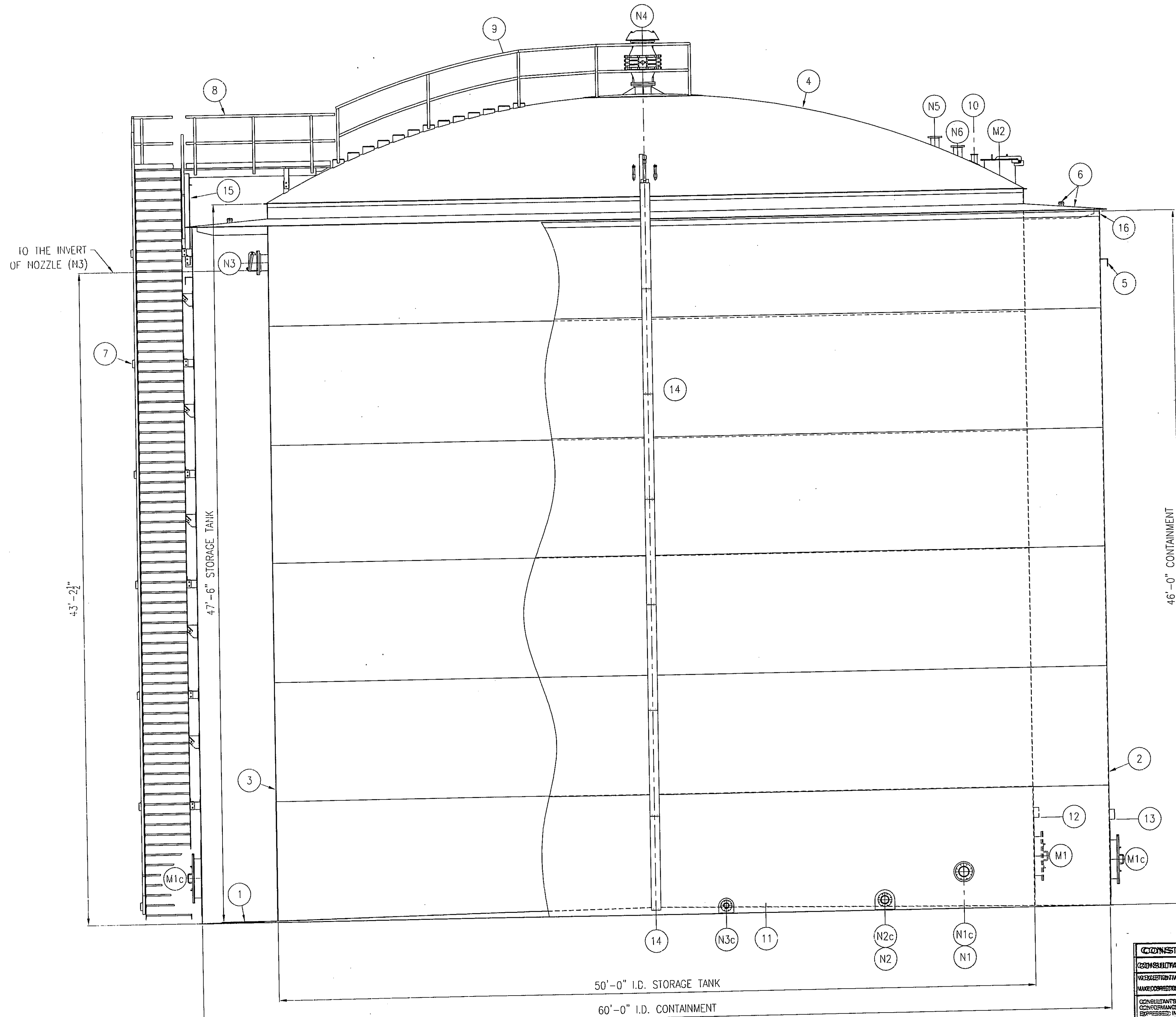
REVISIONS

12361

NOZZLE SCHEDULE -- CONTAINMENT				
ITEM	REQ'D	PART NO.	DESCRIPTION	WT.
M1c	2	1-12372	30" DIA. API HINGED CONTAINMENT SHELL MANWAY	1,374
N1c	1	2-12372	8"-300# R.F. INLET/OUTLET CONTAINMENT SHELL NOZZLE (DOUBLE-HUB)	120
N2c	1	3-12372	6"-300# R.F. DRAIN CONTAINMENT SHELL NOZZLE (DOUBLE-HUB)	83
N3c	4	4-12372	4"-300# R.F. DRAIN CONTAINMENT SHELL NOZZLE	124

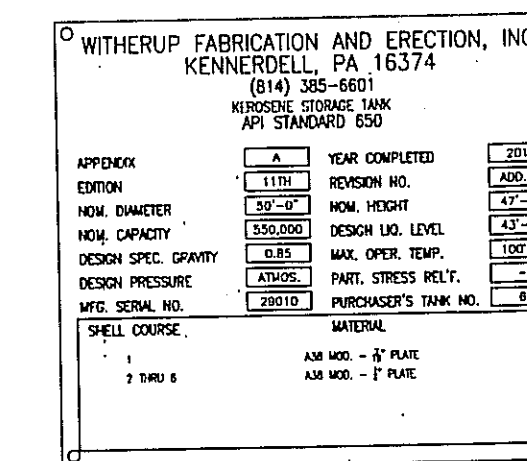
NOZZLE SCHEDULE -- STORAGE TANK				
ITEM	REQ'D	PART NO.	DESCRIPTION	WT.
M1	1	1-12373	30" DIA. API HINGED SHELL MANWAY	687
M2	1	2-12373	24" DIA. API ROOF MANWAY w/HINGE	212
N1	1	3-12373	8"-300# R.F. INLET/OUTLET SHELL NOZZLE	103
N2	1	4-12373	6"-300# R.F. DRAIN SHELL NOZZLE	53
N3	1	5-12373	12"-150# F.F. OVERFLOW SHELL NOZZLE w/FLAP VALVE	201
N4	1	6-12373	12"-150# F.F. VENT ROOF NOZZLE w/FLAME ARRESTER & FREE VENT	508
N5	1	7-12373	6"-150# F.F. ROOF GAUGE NOZZLE	69
N6	1	8-12373	6"-150# R.F. ROOF TRANSMITTER NOZZLE	33

BILL OF MATERIAL				
ITEM	REQ'D	PART NO.	DESCRIPTION	WT.
		12361	GENERAL PLAN -- ELEVATION VIEW	
		12362	ORIENTATION -- PLAN VIEW	
1	1	12363	3/8" BUTT WELDED BOTTOM w/ ANNULAR RING	44,914
2	1	12364	CONTAINMENT SHELL WRAPOUT & WELD DETAILS	96,081
3	1	12365	KEROSENE STORAGE TANK SHELL/TOP ANGLE WRAPOUT & WELD DETAILS	86,337
4	1	12379	3/8" LAP WELDED SELF SUPPORTING DOM. ROOF	33,551
5	1	12366	WIND GIRDER ASSEMBLY	2,359
6	1	12367	SHED ROOF ASSEMBLY & PAINTERS COUPLINGS	11,498
7	1	12368	SPIRAL STAIRWAY ASSEMBLY (CLOCKWISE-UP)	4,036
8	1	12369	TOP PLATFORM & HANDRAIL DETAILS	1,082
9	1	12370	ROOF HANDRAIL ASSEMBLY	1,095
10	2	9-12373	SCAFFOLD CABLE SUPPORTS	24
11	1	304 S.S.	GROUNDING CLIP - PLATE 1/2" x 2 1/2" x 3" LG. S.S. (SEE DETAIL)	2
12	1	03425	API 650 NAMEPLATE w/MOUNTING BRACKET - TANK	7
13	1	03425	API 650 NAMEPLATE w/MOUNTING BRACKET - CONTAINMENT	7
14	1	12371	VAREC 6700 SERIES LIQUID LEVEL INDICATOR	209
15	1	12360	PLATFORM SUPPORT w/CROSS BRACING	260
16	1	12430	304 S.S. PERFORATED PANEL	110

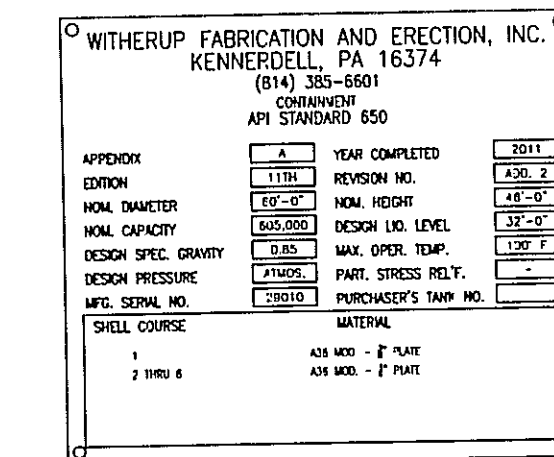


DESIGN DATA		MATERIAL SPECIFICATIONS	
DESIGN CODE	API-650, 11th EDITION, ADD. 2, APP. A	BOTTOM	ASTM A36
PRODUCT	KEROSENE	ANNULAR RING	ASTM A36 W/ 0.80-1.20% MANGANESE
SPECIFIC GRAVITY	0.85	SHELL	ASTM A36 W/ 0.80-1.20% MANGANESE
CAPACITY	550,000 GALLONS	ROOF	ASTM A36
DESIGN PRESSURE	ATMOSPHERIC	TOP ANGLE	ASTM A36
DESIGN TEMPERATURE	200° F	STRUCTURAL	ASTM A36
OPERATING PRESSURE	ATMOSPHERIC	PIPE	ASTM A106 GRADE B
OPERATING TEMPERATURE	100° F	FORGED FLANGES	ASTM A105
DESIGN METAL TEMP.	5° F	BOLTS	ASTM A307 GRADE B
ROOF LIVE LOAD	20 PSF	NUTS	ASTM A563 GRADE A
SNOW LOAD	30 PSF	PLATE FLANGES	ASTM A36 W/ 0.80-1.20% MANGANESE
WIND LOAD	100 MPH	MISC PLATES	ASTM A36
EARTHQUAKE LOADS	SITE CLASS E, USE GROUP III	COUPLINGS	ASTM A105
CORROSION ALLOWANCE	1/8" 1st COURSE, BOTTOM & ANNULAR RING	GASKETS	BUNA-N
JOINT EXAMINATION	SPOT RADIOGRAPHY		

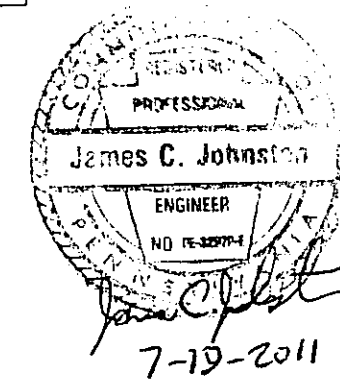
SURFACE PREPARATION & PAINTING		
INTERIOR - BOTTOM AND LOWER 24" OF SHELL		EXTERIOR
SURFACE PREPARATION	WHITE METAL BLAST (SSPC-SP5)	SURFACE PREPARATION
COATING	INTERNATIONAL INTERLINE 985 CHOPPED GLASS ONE LAMINATE COAT (50-56 MILS DFT)	COMMERCIAL BLAST (SSPC-SP6)
	ONE GEL COAT (10-20 MILS DFT)	PRIMER
		FINISH
		ONE COAT SHERWIN WILLIAMS 887AS (4-6 MILS DFT)
		TWO COATS SHERWIN WILLIAMS 885-30 (3-4 MILS DFT PER COAT)



NAMEPLATE - ITEM 12
NOT TO SCALE.

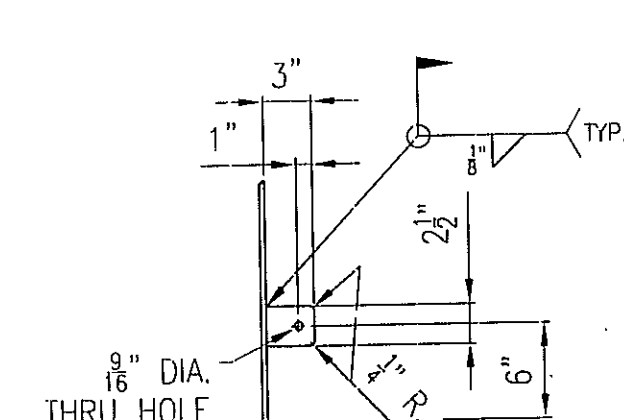


NAMEPLATE - ITEM 13
NOT TO SCALE.



NO.	BY	DATE	DESCRIPTION
1	DOS	7-18-11	AS BUILT
0	DAS	5-2-11	RELEASED FOR CONSTRUCTION

NO.	BY	DATE	DESCRIPTION



WELD DETAIL ITEM 11
SCALE: 1" = 1'-0"

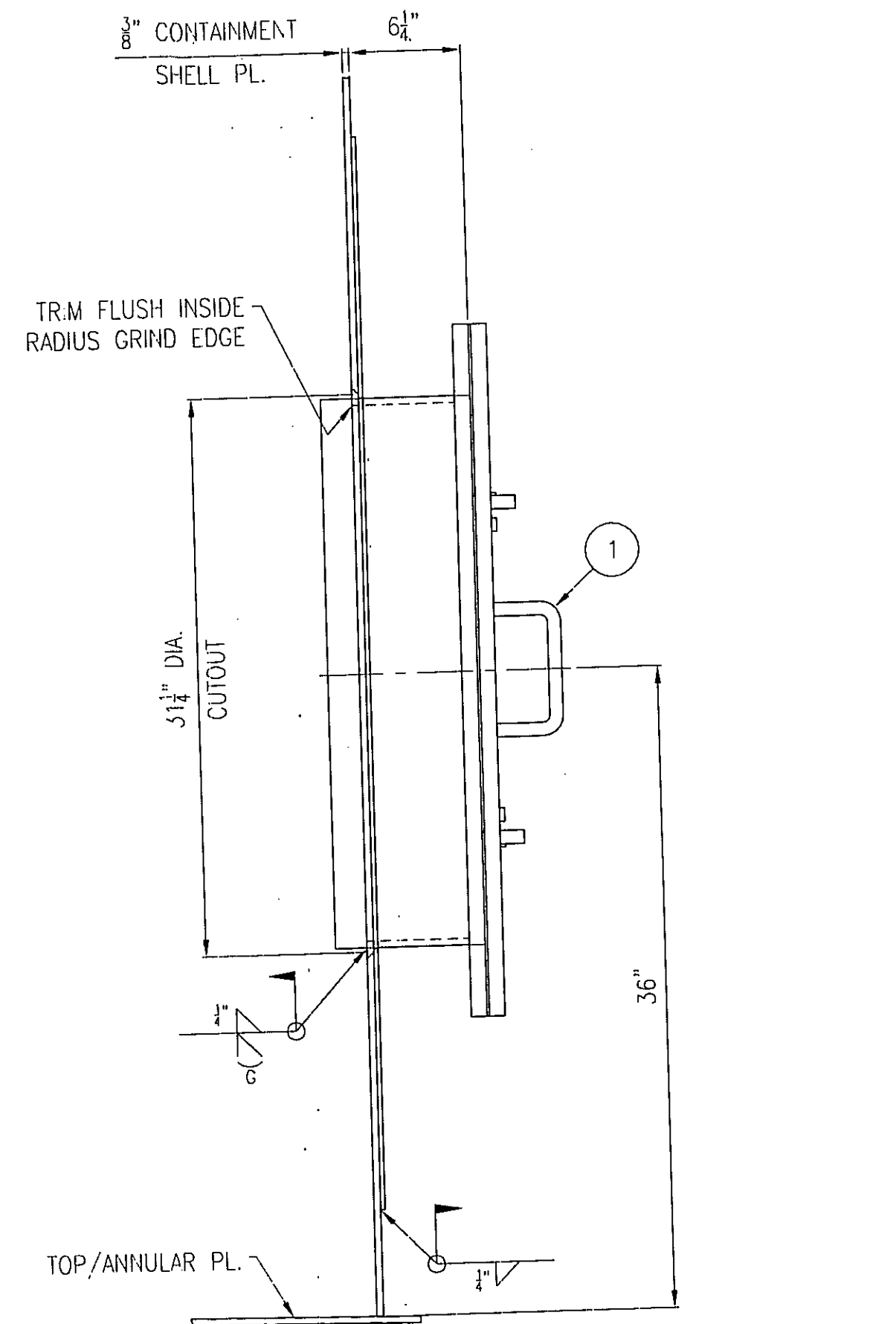
- NOTES:
- ALL ELEVATIONS SHOWN FOR STORAGE TANK & CONTAINMENT ARE FROM TOPSIDE/TANK ANNULAR RING PLATE UNLESS NOTED.
 - FLANGE BOLT HOLES ON SHELL NOZZLES TO STRADDLE TANK VERT. & FLANGE BOLT HOLES ROOF NOZZLES TO STRADDLE TANK RAD. & UNLESS NOTED OTHERWISE.

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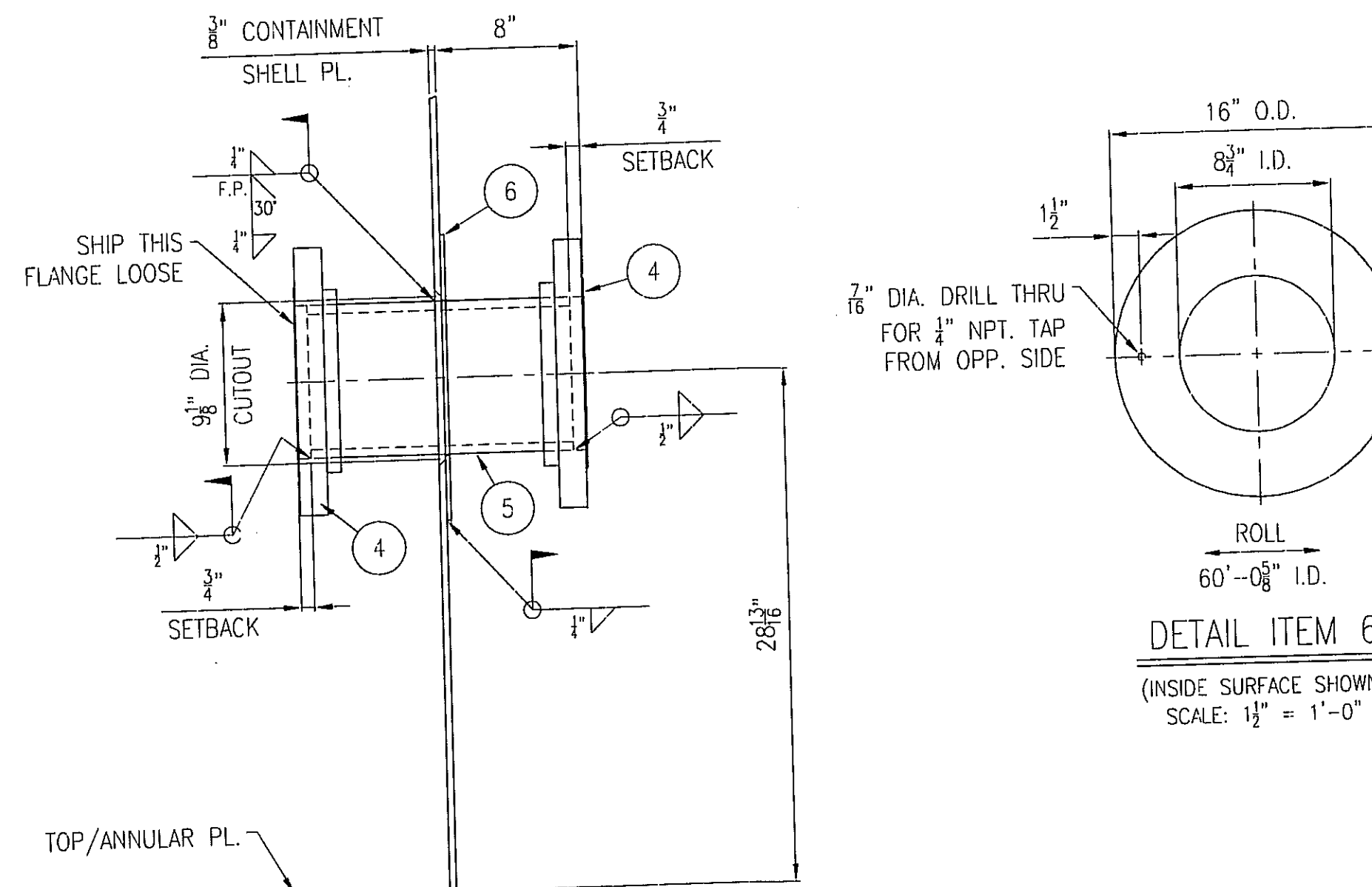
WITHERUP FABRICATION AND ERECTION, INC.		KENNERDELL, PA	
ELEVATION VIEW - KEROSENE STORAGE TANK #6 w/CONTAINMENT			
CONNECTICUT RESOURCES RECOVERY AUTHORITY		HARTFORD, CT	
SCALE AS NOTED	S.O.No.	29010	
DRAWN DAS	DATE	12-22-10	
TRACED	DATE	1-21-11	
CHK'D JCJ	DATE	1-21-11	
APPR'D JCJ	DATE	1-21-11	
DRAWING No.		12361	
SHEET			

ELEVATION VIEW
SEE PLAN VIEW DRAWING 12362 FOR TRUE NOZZLE ORIENTATIONS
SEE DRAWING 12364 FOR CONTAINMENT SHELL WRAPOUT
SEE DRAWING 12365 FOR TANK SHELL WRAPOUT
SCALE: 1" = 1'-0"

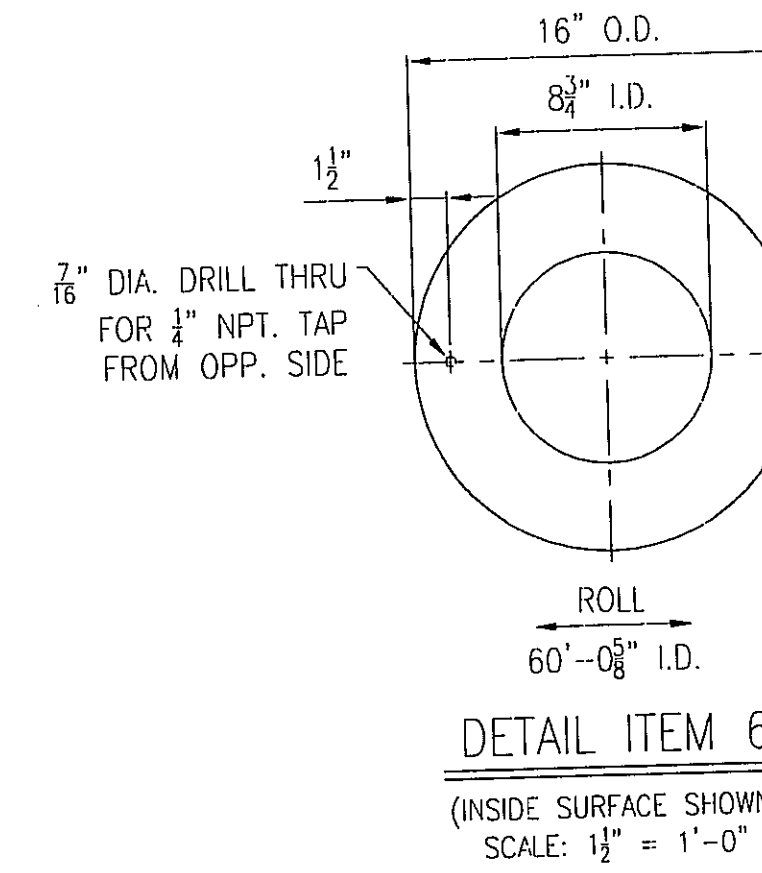
12372



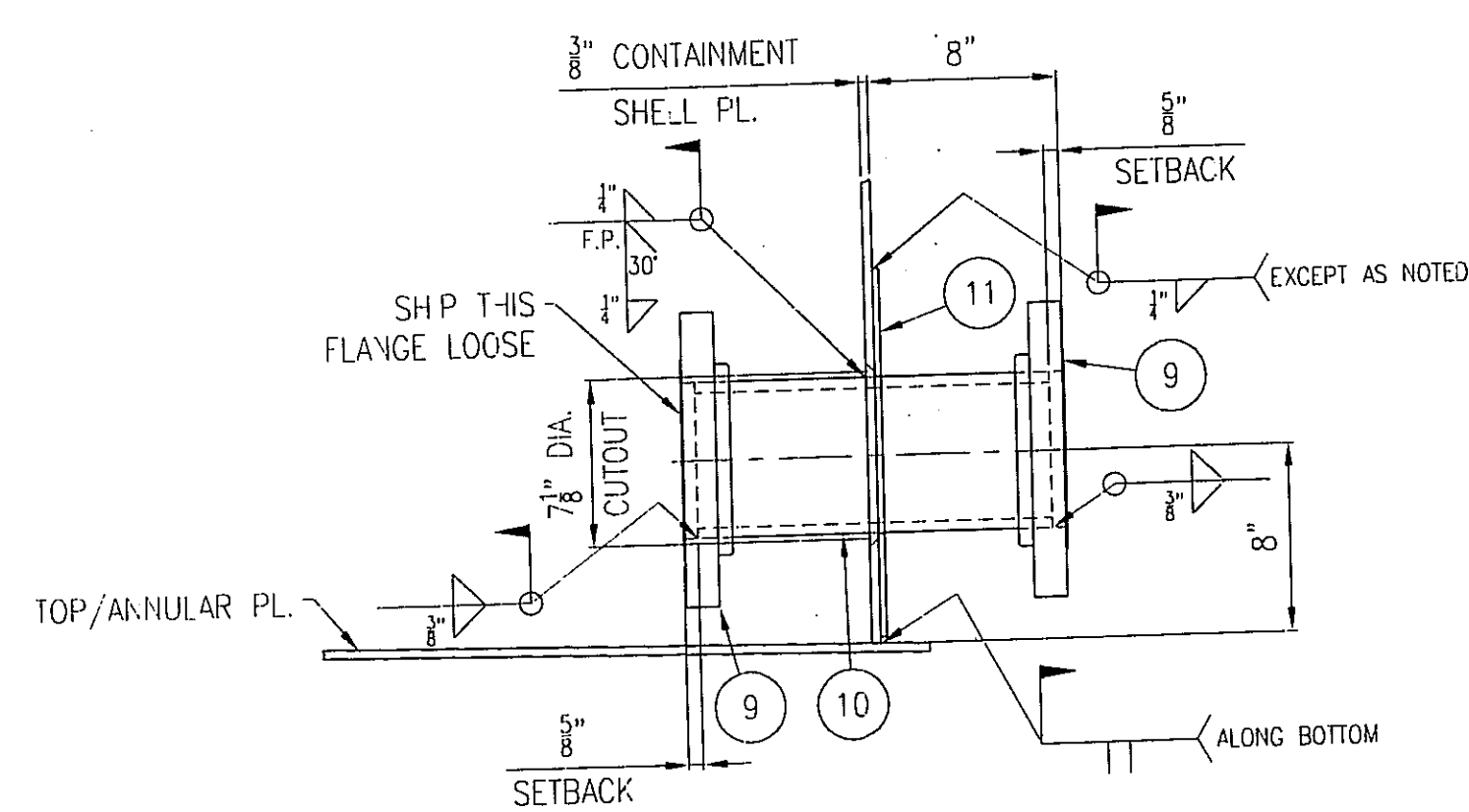
30" DIA. API HINGED CONTAINMENT SHELL MANWAY - M1c
 P.N. - 1-12372
 SCALE: 1/2" = 1'-0"



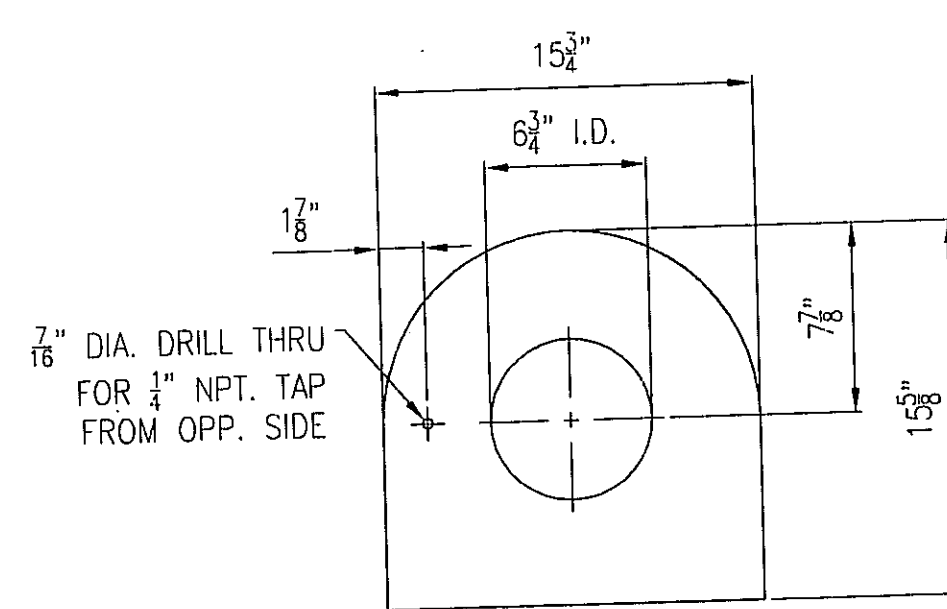
8"-300# R.F. INLET/OUTLET CONTAINMENT SHELL NOZZLE - N1c (DOUBLE-HUB)
 P.N. - 2-12372
 SCALE: 1/2" = 1'-0"



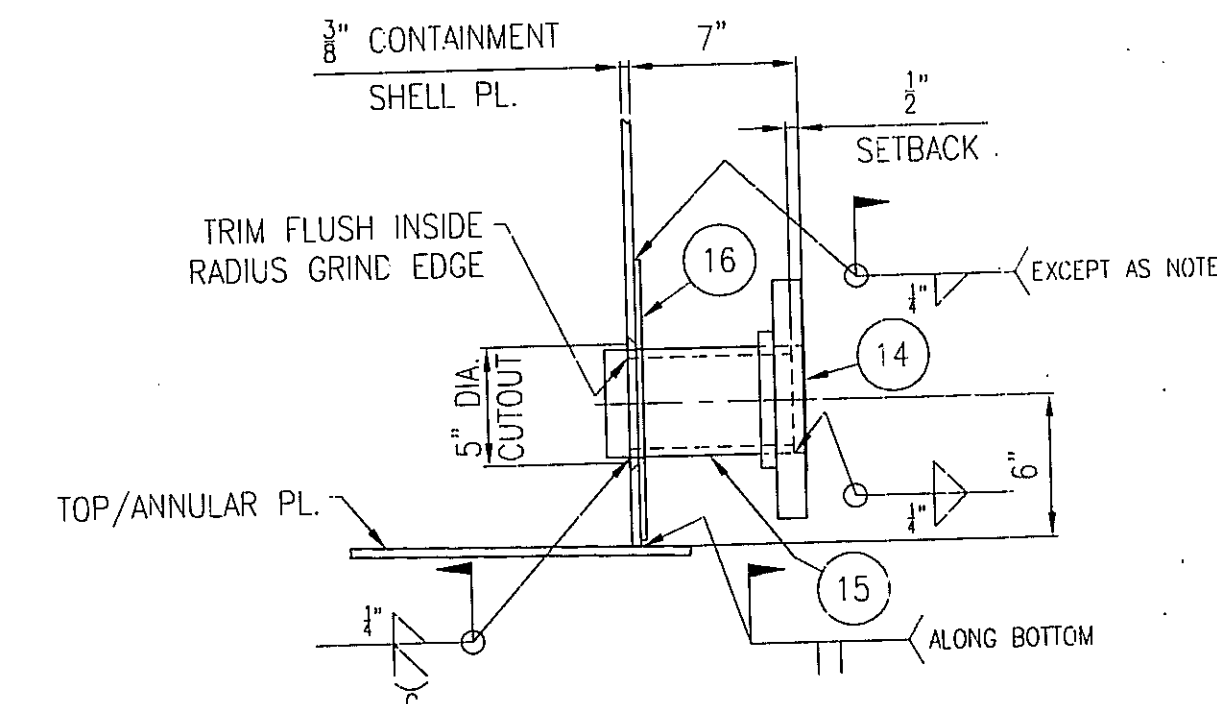
BILL OF MATERIAL				
ITEM	REQ'D	PART NO.	DESCRIPTION	WT.
		1-12372	30" DIA. API HINGED CONTAINMENT SHELL MANWAY - M1c	1,374#
1	2	12378	30" DIA. API HINGED SHELL MANWAY	1,374
		2-12372	8"-300# R.F. INLET/OUTLET CONTAINMENT SHELL NOZZLE - N1c (DOUBLE-HUB)	120#
4	2	A-105	FLANGE - 8"-300# R.F. SLIP ON	56
5	1	A-106 GR. B	PIPE - 8" SCH. 80 (0.500" WALL) x 14 1/8" LG.	54
6	1	A-36 MOD	PLATE - 1/2" x 16" O.D. w/8 1/8" I.D. CUTOUT (SEE DETAIL)	10
		3-12372	6"-300# R.F. DRAIN CONTAINMENT SHELL NOZZLE - N2c	83#
9	2	A-105	FLANGE - 6"-150# R.F. SLIP ON	34
10	1	A-106 GR. B	PIPE - 6" SCH. 80 (0.432" WALL) x 15" LG.	36
11	1	A-36 MOD	PLATE - 1/2" x 15 1/8" x 15 1/8" LG. (SEE DETAIL)	13
		4-12372	4"-300# R.F. DRAIN CONTAINMENT SHELL NOZZLE - N3c	124#
14	4	A-105	FLANGE - 4"-300# R.F. SLIP ON	52
15	4	A-106 GR. B	PIPE - 4" SCH. 80 (0.337" WALL) x 7 1/8" LG.	40
16	4	A-36 MOD	PLATE - 1/2" x 11 1/2" x 12" LG. (SEE DETAIL)	32



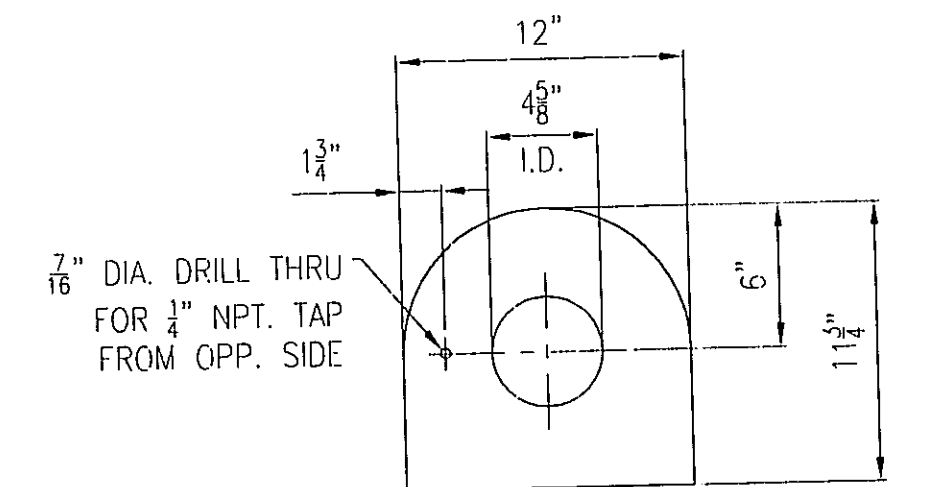
6"-300# R.F. DRAIN CONTAINMENT SHELL NOZZLE - N2c (DOUBLE-HUB)
 P.N. - 3-12372
 SCALE: 1/2" = 1'-0"



DETAIL ITEM 11
 (INSIDE SURFACE SHOWN)
 SCALE: 1/2" = 1'-0"

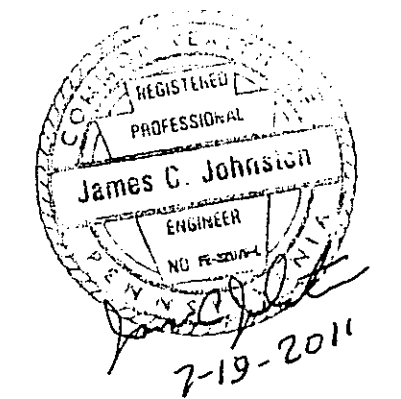


4"-300# R.F. DRAIN CONTAINMENT SHELL NOZZLE - N3c
 P.N. - 4-12372
 SCALE: 1/2" = 1'-0"



DETAIL ITEM 16
 (INSIDE SURFACE SHOWN)
 SCALE: 1/2" = 1'-0"

REFERENCES:
 DRAWINGS #12361 & #12362



CONSTRUCTION SUBMITTAL RESPONSE	
CONSULTANTS REVIEW	RESPONSE REQUIRED OF CONTRACTOR
NO EXCEPTION TAKEN (X)	DO NOT RESUBMIT (X)
COMMENTS ATTACHED ()	CONFORM ()
MAKE CORRECTIONS NOTED ()	REJECTED ()
	RESUBMIT ()

CONSULTANTS REVIEW IS ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE INFORMATION GIVEN AND THE DESIGN. CONTRACTORS SHALL BE RESPONSIBLE FOR THE INFORMATION GIVEN AND THE DESIGN. CONTRACTORS SHALL NOT BE CONSIDERED AS RELINQUISHING THE CONTRACTOR'S RESPONSIBILITY FOR THE PROJECT. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

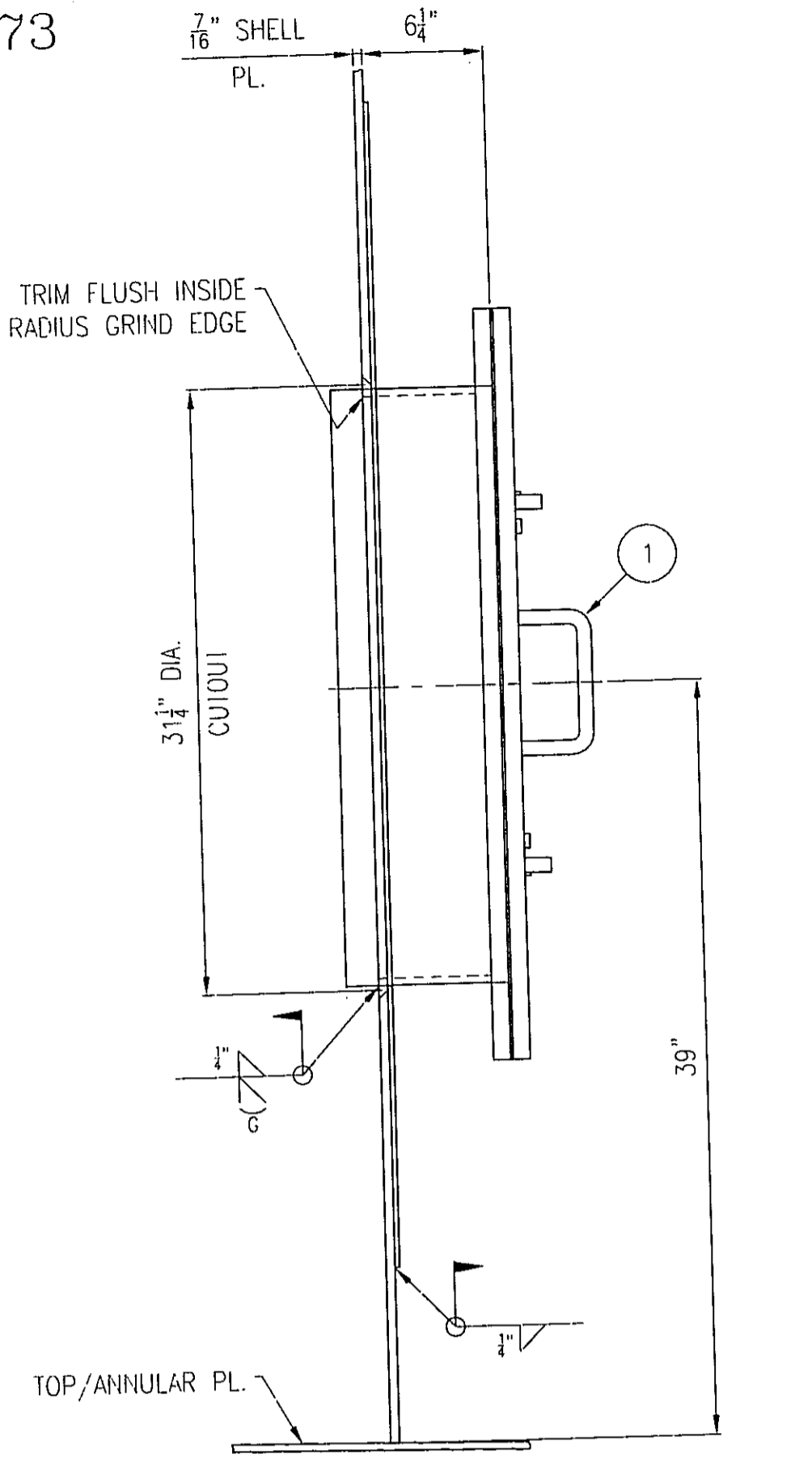
TRC
 BY: *James C. Johnson*
 DATE: 9/14/11
 DATE RECD: 8-21-11 DATE RETURNED: 9/14/11

NO.	BY	DATE	DESCRIPTION
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0	DAS	3-8-11	RELEASED FOR CONSTRUCTION

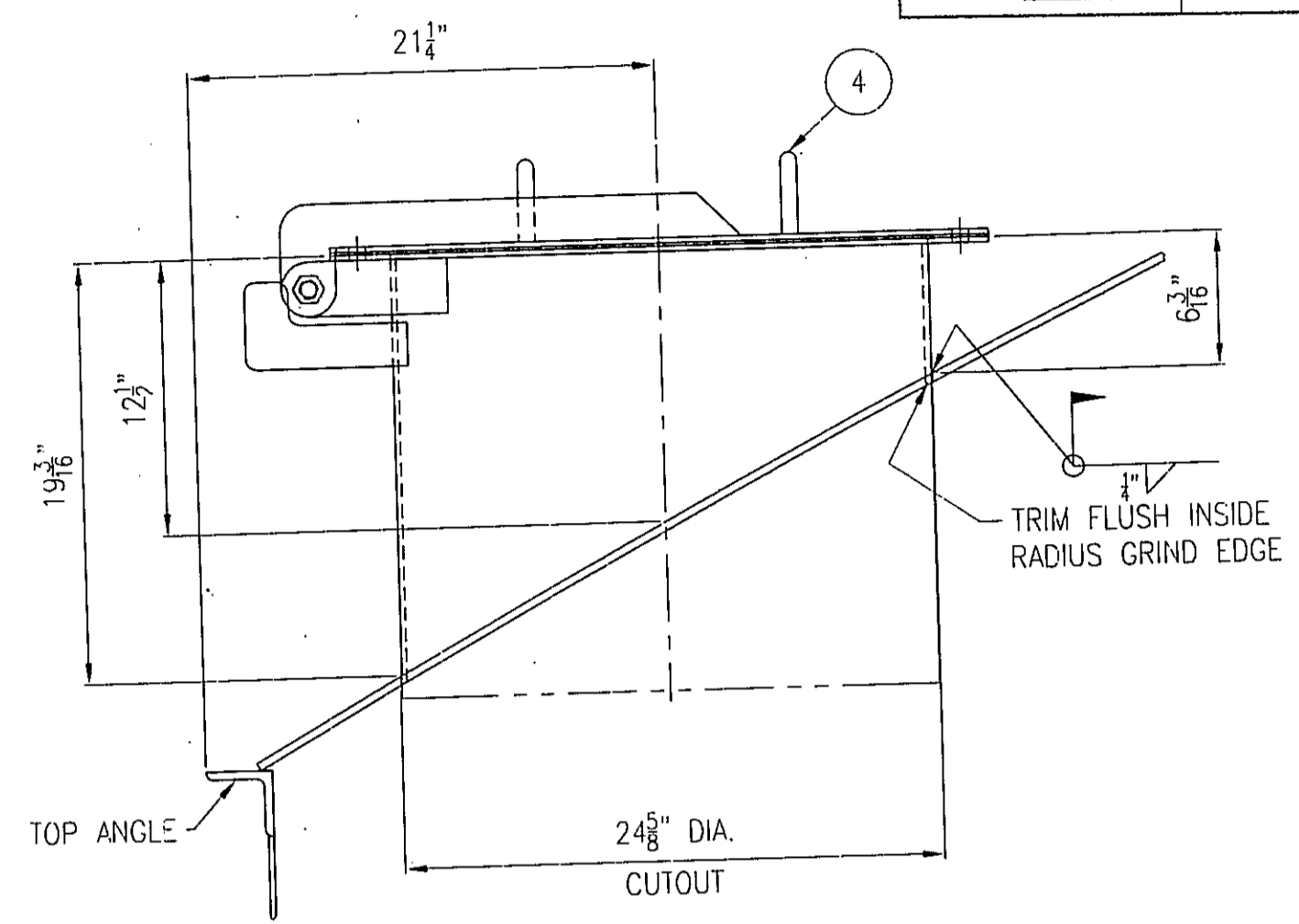
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WITHERUP FABRICATION AND ERECTION, INC. KENNERDELL, PA.			
CONTAINMENT MANWAY & SHELL NOZZLES CONNECTICUT RESOURCES RECOVERY AUTHORITY HARTFORD, CT			
SCALE AS NOTED	S.O.No.	29010	
DRAWN DAS	DATE	1-3-11	
TRACED	DATE		
CH'K'D JCJ	DATE	1-19-11	
APPR'D JCJ	DATE	1-19-11	
DRAWING No.		12372	
SHEET			

12373

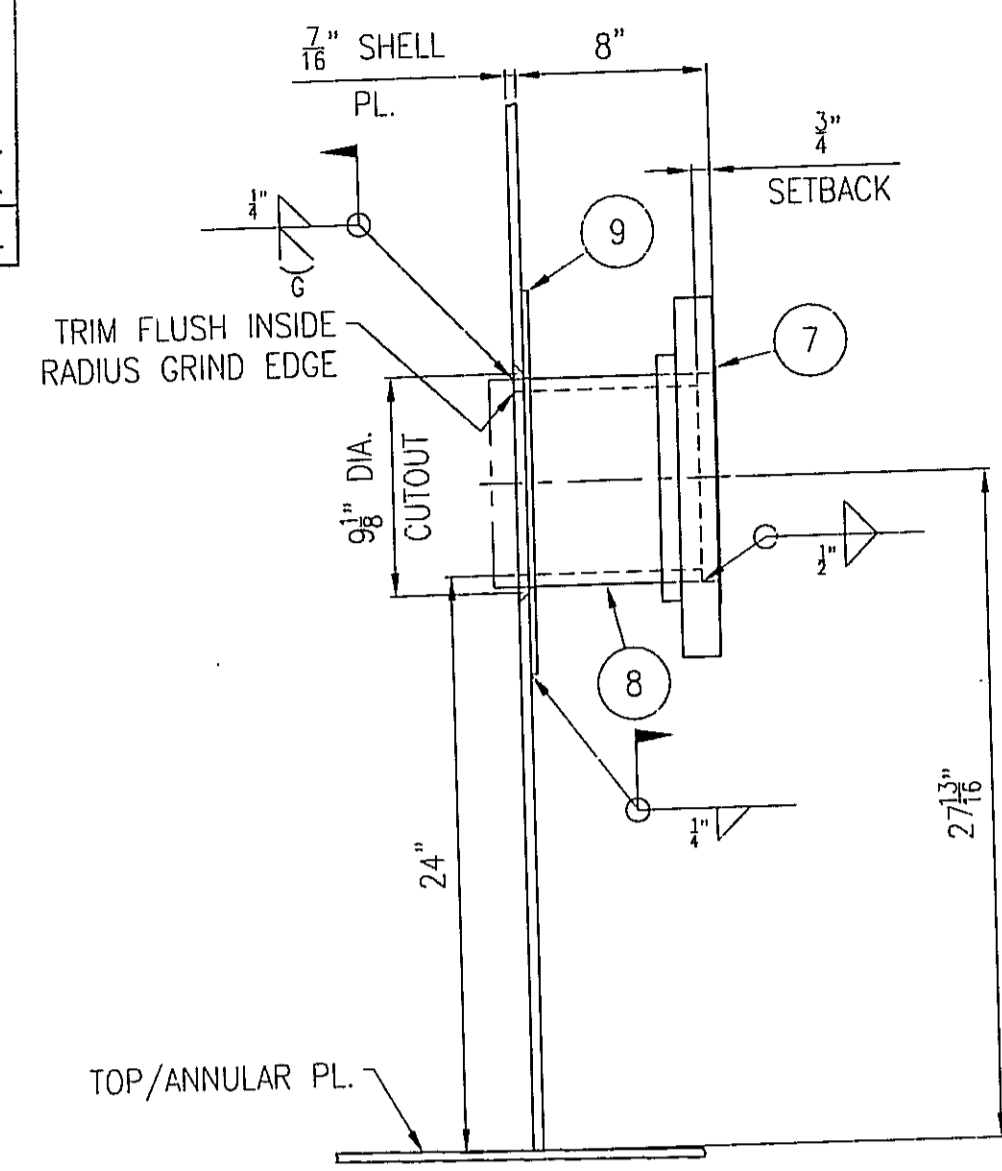
CONSTRUCTION SUBMITTAL REVIEW		RESPONSE REQUIRED OF CONTRACTOR	
CONSULTANTS REVIEW	NO EXCEPTION TAKEN ()	COMMENTS ATTACHED ()	DO NOT RESUBMIT ()
	MAKE CORRECTIONS NOTED ()	REJECTED ()	RESUBMIT ()
<p>CONSULTANTS REVIEW IS ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE INFORMATION GIVEN AND THE SPECIFICATIONS EXPRESSED IN THE CONTRACT DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER CONTRACT DOCUMENTS OF REFERENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETAILS AND DIMENSIONS FOR SELECTING MATERIALS, CHECKING ALL QUANTITIES AND DIMENSIONS FOR SELECTING MATERIALS, PROCESSES FOR TECHNIQUES OF ASSEMBLY AND FOR PERFORMING THE WORK. A SAFE HAZARD CONSULTANT'S APPROVAL OF A DESIGN, TEST METHOD AND/OR APPROVAL OF AN ASSEMBLY OF WHICH THE ITEM IS A COMPONENT.</p>			
DATE RECD. 8-24-11		DATE RETURNED 9/14/11	



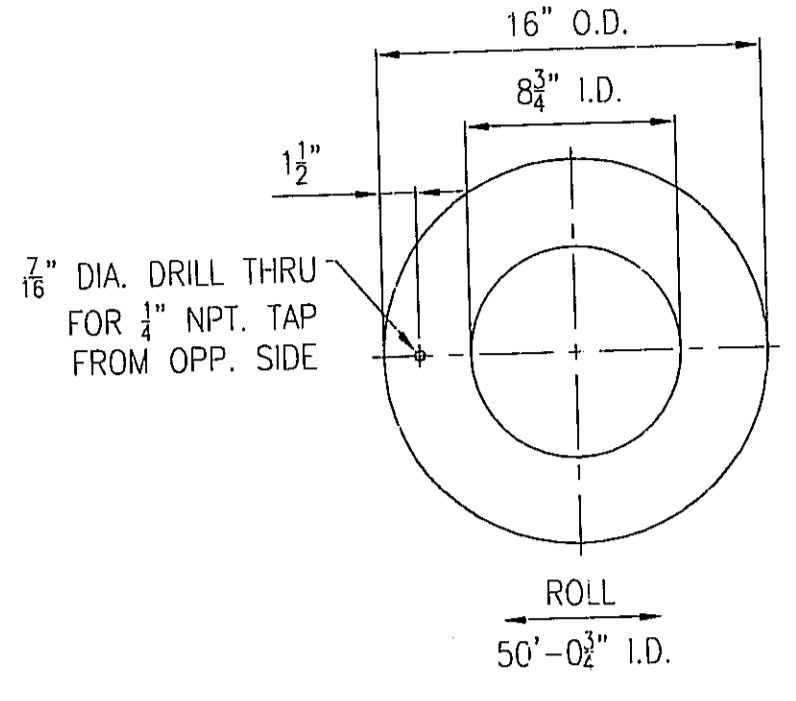
30" DIA. API HINGED SHELL MANWAY - M1
P.N. - 1-12373
SCALE: 1/2" = 1'-0"



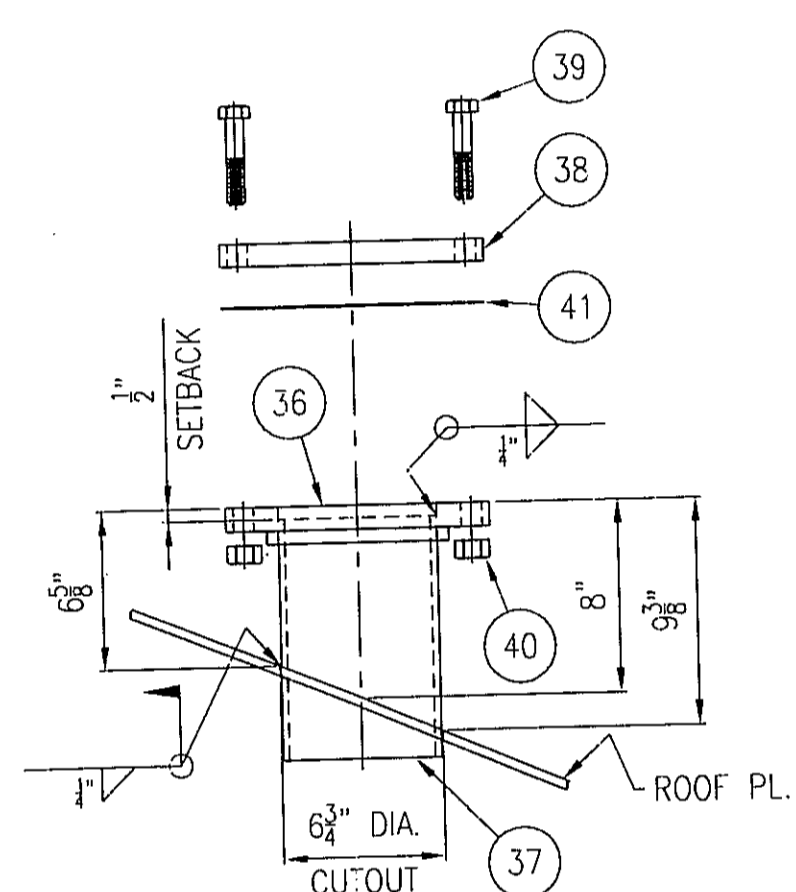
24" DIA. API ROOF MANWAY w/HINGE - M2
P.N. - 2-12373
SCALE: 1/2" = 1'-0"



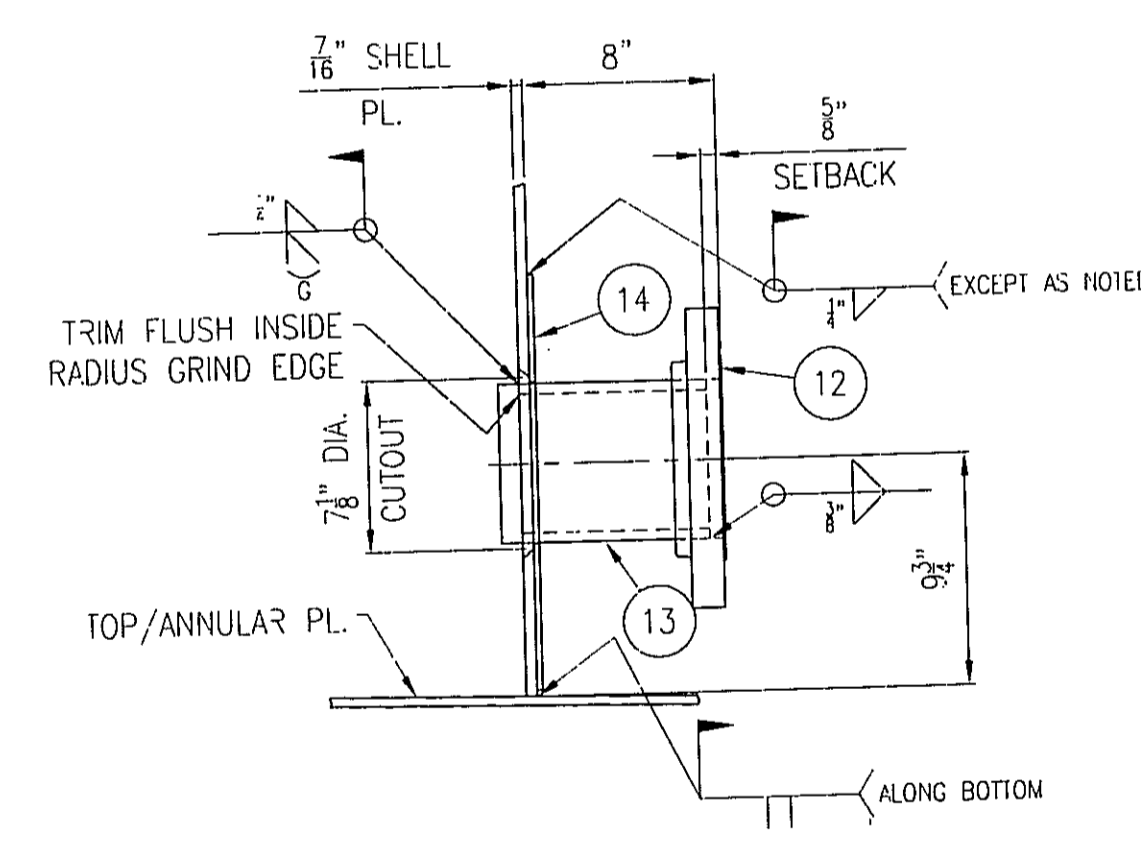
8"-300# R.F. INLET/OUTLET SHELL NOZZLE - N1
P.N. - 3-12373
SCALE: 1/2" = 1'-0"



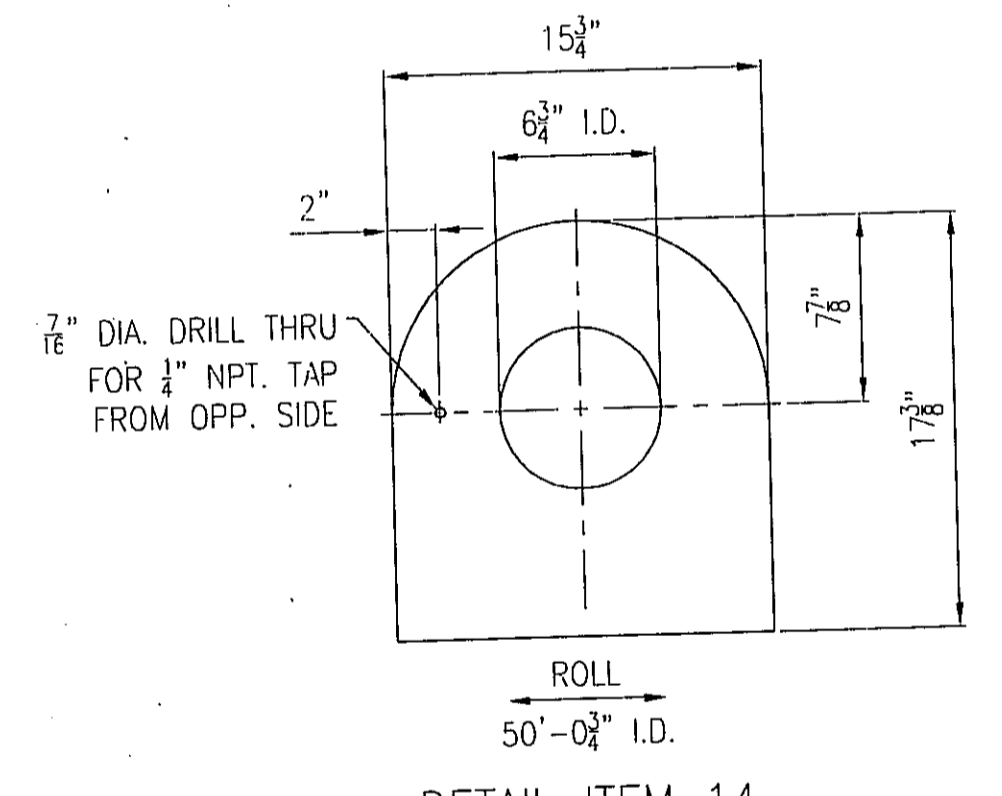
DETAIL ITEM 9
(INSIDE SURFACE SHOWN)
SCALE: 1/2" = 1'-0"



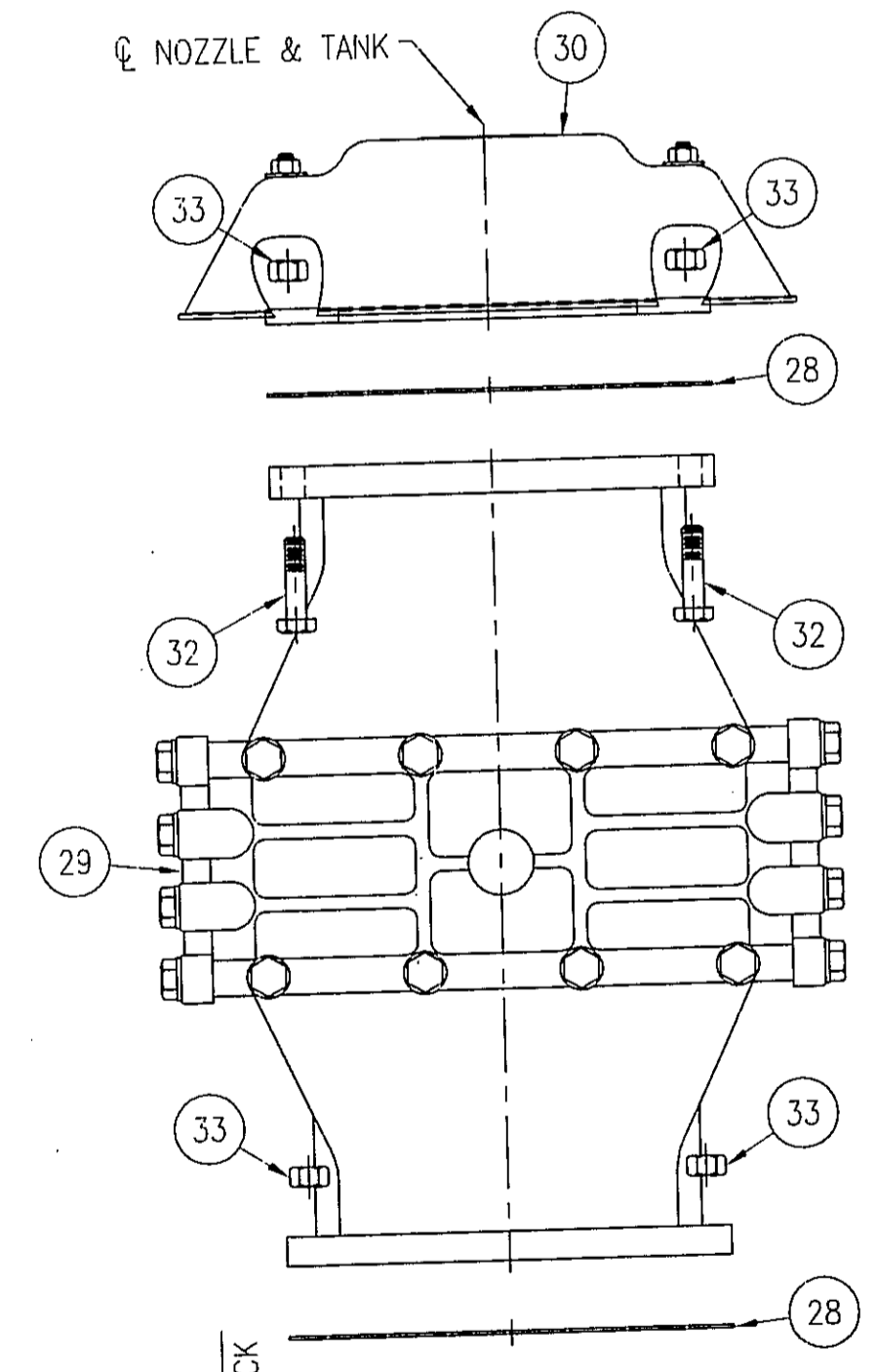
6"-150# F.F. ROOF GAUGE NOZZLE - N5
P.N. - 7-12373
SCALE: 1/2" = 1'-0"



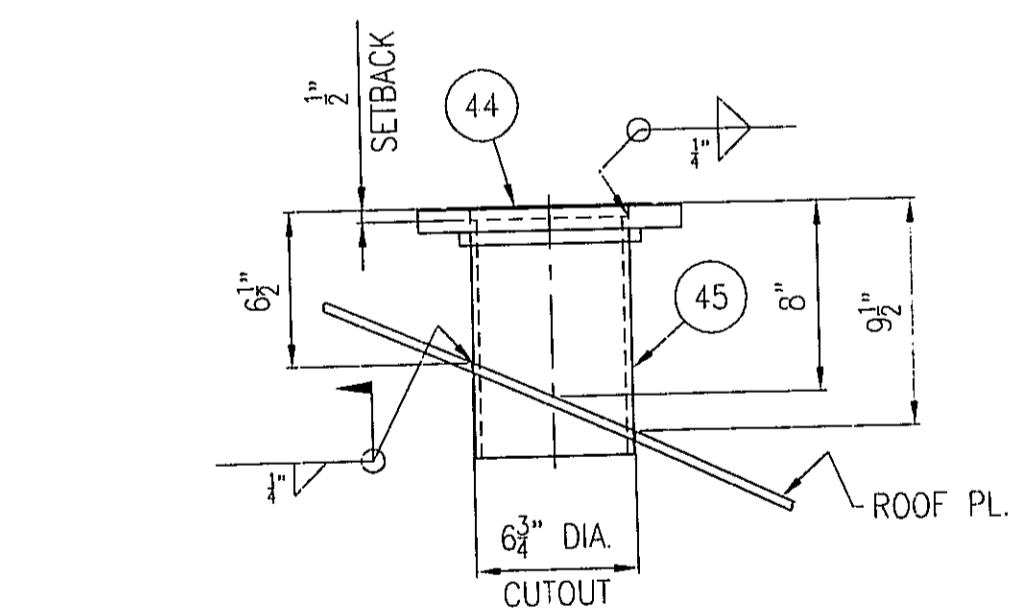
6"-300# R.F. DRAIN SHELL NOZZLE - N2
P.N. - 4-12373
SCALE: 1/2" = 1'-0"



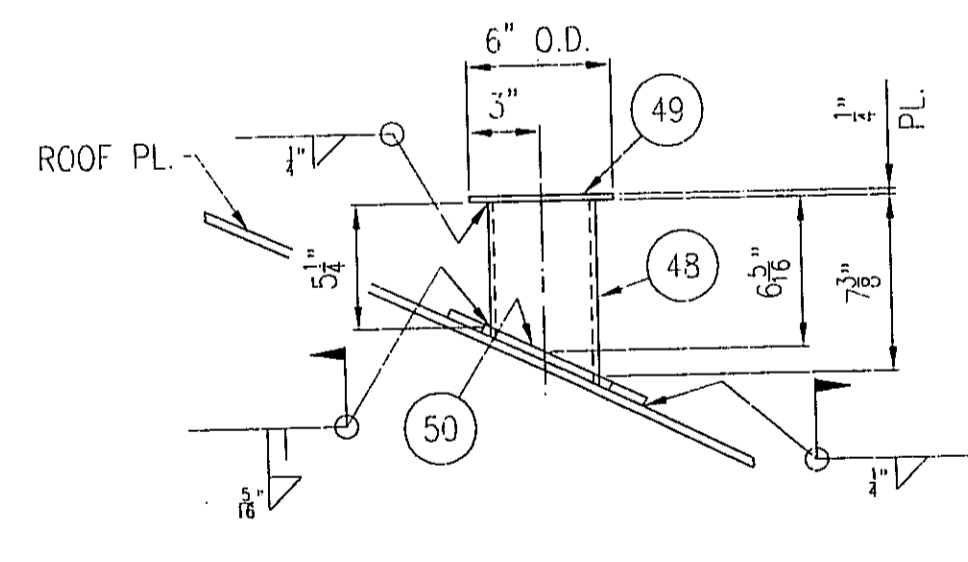
DETAIL ITEM 14
(INSIDE SURFACE SHOWN)
SCALE: 1/2" = 1'-0"



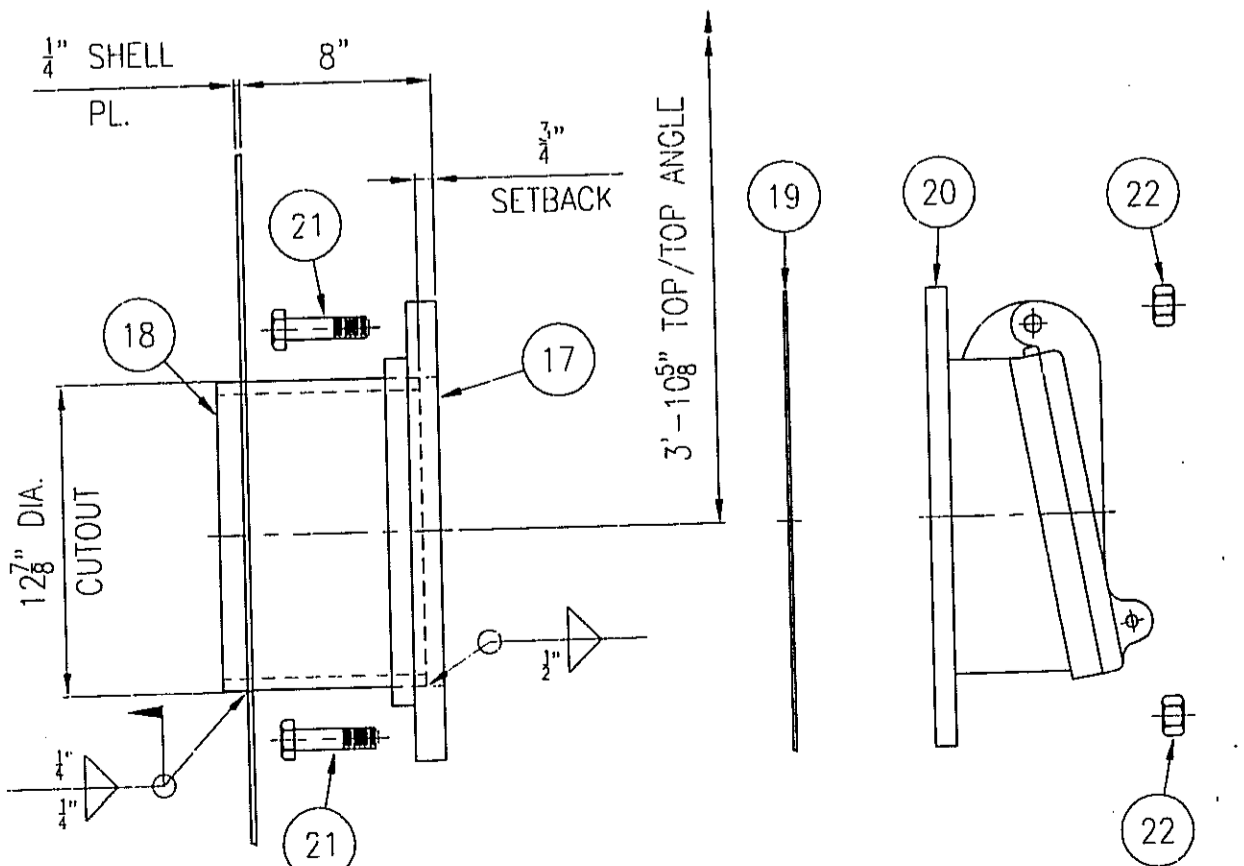
12"-150# F.F. OVERFLOW SHELL NOZZLE w/FLAP VALVE - N3
P.N. - 5-12373
SCALE: 1/2" = 1'-0"



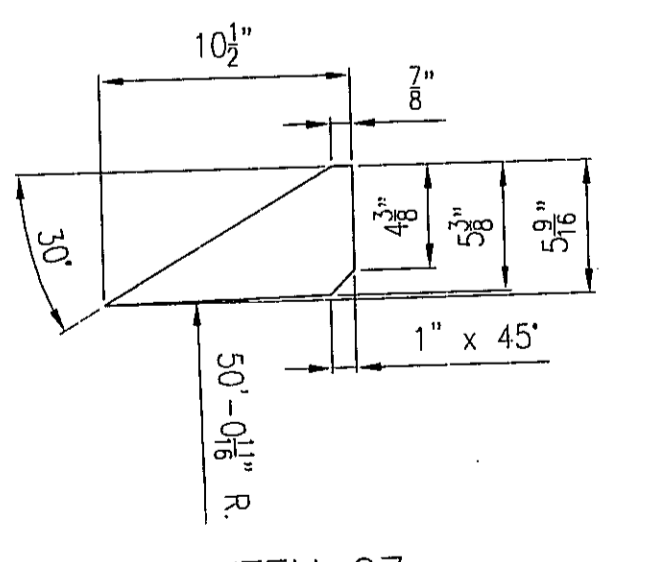
6"-150# R.F. ROOF TRANSMITTER NOZZLE - N6
P.N. - 8-12373
SCALE: 1/2" = 1'-0"



SCAFFOLD CABLE SUPPORT
P.N. - 9-12373
SCALE: 1/2" = 1'-0"

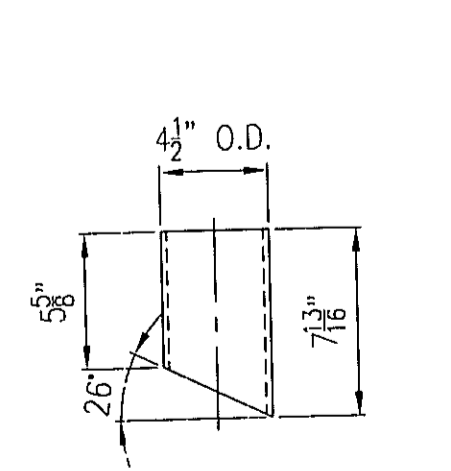


12"-150# F.F. OVERFLOW SHELL NOZZLE w/FLAP VALVE - N3
P.N. - 5-12373
SCALE: 1/2" = 1'-0"

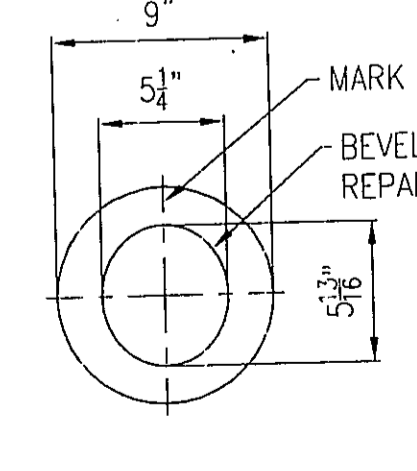


DETAIL ITEM 27
SCALE: 1/2" = 1'-0"

12"-150# F.F. VENT ROOF NOZZLE w/FLAME ARRESTER & FREE VENT - N4
P.N. - 6-12373
SCALE: 1/2" = 1'-0"

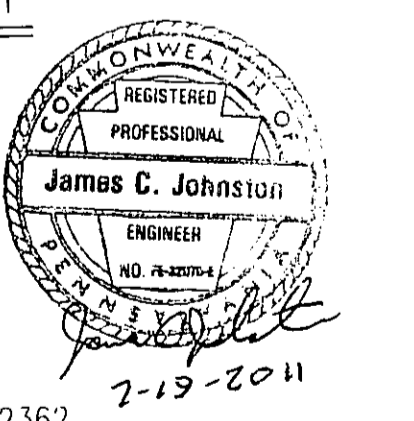


DETAIL ITEM 48
SCALE: 1/2" = 1'-0"



DETAIL ITEM 50
SCALE: 1/2" = 1'-0"

BILL OF MATERIAL				
ITEM	REQ'D	PART NO.	DESCRIPTION	WT.
1	1	1-12373	30" DIA. API HINGED SHELL MANWAY - M1	687#
1	1	12378	30" DIA. API HINGED SHELL MANWAY	687
2	1	2-12373	24" DIA. API ROOF MANWAY w/HINGE - M2	212#
4	1	12381	24" DIA. API ROOF MANWAY w/HINGE	212
3	1	3-12373	8"-300# R.F. INLET/OUTLET SHELL NOZZLE - N1	103#
7	1	A-105	FLANGE - 8"-300# R.F. SLIP ON	28
8	1	A-106 GR. B	PIPE - 8" SCH. 80 (0.500" WALL) x 8 1/2" LG.	65
9	1	A-36 WOD	PLATE - 1/2" x 16" O.D. w/8 1/2" I.D. CUTOUT (SEE DETAIL)	10
4	1	4-12373	6"-300# R.F. DRAIN SHELL NOZZLE - N2	55#
12	1	A-105	FLANGE - 6"-300# R.F. SLIP ON	17
13	1	A-106 GR. B	PIPE - 6" SCH. 80 (0.432" WALL) x 8 1/2" LG.	21
14	1	A-36 WOD	PLATE - 1/2" x 15 1/2" x 17 1/2" LG. (SEE DETAIL)	15
5	1	5-12373	12"-150# F.F. OVERFLOW SHELL NOZZLE w/FLAP VALVE - N3	261#
17	1	A-105	FLANGE - 12"-150# F.F. SLIP ON	61
18	1	A-106 GR. B	PIPE - 12" SCH. 80 (0.500" WALL) x 8 1/2" LG.	46
19	1	BUNA-N	GASKET - 12"-150# FULL FACE x 1/8" THICK	1
20	1	CAST IRON	12" DIA. FLAP VALVE - TROY MODEL #A2540	80
21	12	A-307 GR. B	BOLT HEX HD. 3/8"-9 NC x 3 1/2" LG.	13
22	12	A-563 GR. A	NUT HVY. HEX 3/8"-9 NC	-
6	1	6-12373	12"-150# F.F. VENT ROOF NOZZLE w/FLAME ARRESTER & FREE VENT - N4	508#
25	1	A-105	FLANGE - 12"-150# F.F. SLIP ON	61
26	1	A-106 GR. B	PIPE - 12" SCH. 80 (0.500" WALL) x 8 1/2" LG.	46
27	4	A-36	PLATE - 3/8" x 5 1/2" x 10 1/2" LG. (SEE DETAIL)	13
28	2	BUNA-N	GASKET - 12"-150# FULL FACE x 1/8" THICK	2
29	1	ALUMINUM	12" FLAME ARRESTER - VAREC MODEL #50-00-1-1	350
30	1	ALUMINUM	12" MUSHROOM FREE VENT - VAREC MODEL #7000-12	15
31	12	A-307 GR. B	BOLT HEX HD. 3/8"-9 NC x 4" LG.	14
32	6	A-307 GR. B	BOLT HEX HD. 3/8"-9 NC x 3 1/2" LG.	7
33	18	A-563 GR. A	NUT HVY. HEX 3/8"-9 NC	-
7	1	7-12373	6"-150# F.F. ROOF GAUGE NOZZLE - N5	69#
36	1	A-105	FLANGE - 6"-150# F.F. SLIP ON	17
37	1	A-106 GR. B	PIPE - 6" SCH. 40 (0.280" WALL) x 10" LG.	16
38	1	A-105	FLANGE - 6"-150# F.F. BLIND	28
39	8	A-307 GR. B	BOLT HEX HD. 3/8"-10 NC x 3 1/2" LG.	6
40	8	A-563 GR. A	NUT HVY. HEX 3/8"-10 NC	1
41	1	BUNA N	GASKET - 6"-150# FULL FACE x 1/8" THICK	1
8	1	8-12373	6"-150# R.F. ROOF TRANSMITTER NOZZLE - N6	33#
44	1	A-105	FLANGE - 6"-150# R.F. SLIP ON	17
45	1	A-106 GR. B	PIPE - 6" SCH. 40 (0.280" WALL) x 10" LG.	16
9	1	9-12373	SCAFFOLD CABLE SUPPORT	24#
48	2	A-106 GR. B	PIPE - 4" SCH. 40 (0.237" WALL) x 7 1/2" LG. (SEE DETAIL)	12
49	2	A-36	PLATE - 1/2" x 6" O.D.	4
50	2	A-36	PLATE - 3/8" x 9" O.D. w/ELLIPTICAL CUTOUT (SEE DETAIL)	8



REFERENCES:
DRAWINGS #12361 & #12362

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WITHERUP FABRICATION AND ERECTION, INC. KENNERDELL, PA.		MANWAYS, SHELL, ROOF NOZZLES & SCAFFOLD CABLE SUPPORT	
CONNECTICUT RESOURCES RECOVERY AUTHORITY		HARTFORD, CT	
SCALE AS NOTED	S.O.No.	29010	
DRAWN DAS	DATE	1-3-11	
TRACED	DATE		
CHK'D J.C.J.	DATE	1-19-11	
APPR'D J.C.J.	DATE	1-19-11	

REVISIONS		DRAWING No.		SHEET	
1	DOS	7-18-11	AS BUILT		
0	DAS	3-8-11	RELEASED FOR CONSTRUCTION		

12373

MIRA STANDARD FORM OF AGREEMENT (JET FUEL REMOVAL AGREEMENT)

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- EXHIBIT A: [Reserved for any additional details regarding scope or Contractor plan]
- EXHIBIT B: Consulting Agreements Representation
- EXHIBIT C:: Campaign Contribution Certification

JET FUEL REMOVAL AGREEMENT

This JET FUEL REMOVAL AGREEMENT (this “Agreement”) is made and entered into as of the day of _____, 2023 (the “Effective Date”), by and between the **MATERIALS INNOVATION AND RECYCLING AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 300 Maxim Road, Hartford, Connecticut 06114 (“**MIRA**”), and [**NAME OF SUCCESSFUL PROPOSER(S)**], having its principal offices at [**ADDRESS OF SUCCESSFUL PROPOSER(S)**] (hereinafter “**Contractor**”).

RECITALS

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

WHEREAS, Pursuant to its Enabling Legislation and applicable operating contracts, MIRA owns and until May 31, 2023 operated at Jet Turbine Facility (“JTF”) in Hartford. In its operation of the JTF MIRA was required to maintain a certain inventory of fuel sufficient to operate the JTF when it was called upon to operate by ISO New England; and .

WHEREAS, the JTF ceased operating on May 31, 2023 with approximately 165,000 gallons of usable fuel (the “Excess Fuel”) remaining in the JTF fuel tank (the “JTF Tank”); and

WHEREAS, the Contractor has submitted a proposal to MIRA for Contractor to remove and take ownership of the Excess Fuel from the JTF Tank subject to the provisions of this Agreement; and

WHEREAS, MIRA now wishes to retain Contractor for the Fuel Removal Services, pursuant to the terms and conditions of this Agreement.

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

Note: In June 2023, legislative passage of Substitute HB6664, an Act Concerning Managing Waste And Creating A Waste Authority established the MIRA Dissolution Authority (“MDA”) as a successor to MIRA for the purposes of winding down MIRA’s operations. Upon final signature of the act by the Governor, beginning July 1, 2023 the MDA will assume all of MIRA’s roles in relation to any agreement resulting from this RFP. As such any reference to MIRA in relation to this RFP or any agreement resulting therefrom shall also mean the MDA.

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings as set forth in Exhibit A of this Agreement.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (b) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Commencement Date;
- (d) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;
- (e) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (f) All references to agreements are references to the agreements as the provisions thereof exist now or may be amended, modified or waived from time to time;
- (g) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement; and
- (h) All Exhibits to this Agreement are incorporated into the body of this Agreement as part hereof.

1.3 Covenants and Representations.

1.3.1 Covenants and Representations of Contractor.

Contractor represents, warrants and covenants to MIRA that:

- (a) Contractor is a [MIRA to insert form of organization into final agreement] duly organized and validly existing in good standing in the jurisdiction of its incorporation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor or, if applicable, Guarantor.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of all its obligations under this Agreement have been authorized by all required actions of Contractor, all as required by the charter, by-laws and applicable laws that regulate the conduct of Contractor's affairs.
- (c) The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound (except where the same would not have a material adverse effect on Contractor's ability to perform the Work hereunder).
- (d) This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.
- (e) Contractor is not currently in breach of or in default under any Applicable Laws that would materially adversely affect Contractor's ability to perform the Work hereunder, and Contractor has obtained all required Permits, approvals, and registrations necessary to remove, transport and store the Excess Fuel.
- (f) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or threatened against Contractor or, if applicable, Guarantor, from which an unfavorable decision, ruling or finding would materially and adversely affect or enjoin the performance by Contractor of its obligations to perform the Work hereunder or the other transactions contemplated hereby, or that in any way would materially adversely affect the validity or enforceability of this Agreement, Contractor's or, if applicable, Guarantor's, financial condition, or any other agreement or instrument entered into by Contractor in connection with the Work or other transactions contemplated hereby.
- (h) Contractor is capable of and shall diligently (1) defend itself against any and all actions and causes of action pending (or threatened) against it that would, irrespective of

the merits thereof, materially adversely affect the ability of Contractor to perform the Work and its obligations and observe its covenants and representations hereunder, and (2) prosecute any and all claims, which if waived or permitted to lapse, would materially adversely affect the ability of Contractor to perform the Work and its obligations and observe its covenants and representations hereunder; provided, however, that Contractor shall provide to MIRA notice of all such actions, causes of action and claims within seven (7) days of Contractor's receipt or filing thereof, as the case may be.

- (i) Contractor represents that it has, by careful examination, satisfied itself as to the nature, scope, and location of the Excess Fuel and of the Work to be performed under this Agreement; the character, quality, and quantity of the materials to be encountered; the character, quality, and quantity of equipment, vehicles, facilities, tools, and staff necessary to complete the Work, the Applicable Laws relating to Contractor's performance of the Work under this Agreement; and other matters which may affect Contractor's performance of the Work under this Agreement. Having made such examinations essential to an understanding of the Work and the difficulties which may be encountered, Contractor represents that it has the necessary skill and expertise to accomplish the Work under this Agreement.
- (j) Contractor agrees that, pursuant to Conn. Gen. Stat. § 22a-270 (as the same may be amended or superseded from time to time) MIRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to Conn. Gen. Stat. § 12-412(92) (as the same may be amended or superseded from time to time), "*[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [MIRA] . . . whether such purchases are made directly by MIRA or are reimbursed by MIRA to the lessee or Facility Operator of such project*" is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge MIRA any State of Connecticut taxes or assessments at any time in connection with Contractor's performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to MIRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to MIRA in any request for proposal or other submittal or proposal to MIRA in connection with this Agreement.
- (k) Contractor either has full ownership of the vehicles, equipment and facilities necessary to perform the Work or has valid, unconditional and enforceable rights to use such vehicles, equipment and facilities.

- (l) Contractor (directly or through its Subcontractor) has all permits, approvals and licenses issued by any Governmental Authority that are necessary or required to remove and take ownership of the Excess Fuel and shall provide all such documents evidencing that such permits, approvals and licenses have been obtained and that Contractor is in good standing upon MIRA's request.
- (m) Contractor shall provide MIRA with notice of any violations, citations, suits, regulatory proceedings, or prosecutions, received by or commenced against the Contractor, its employees, or its Subcontractors in connection with the performance of the Work, in each case within twenty four hours (24) of Contractor's receipt thereof.
- (n) Contractor shall cause any Subcontractors to comply with Applicable Laws governing drug and alcohol testing of its employee drivers.
- (o) Contractor shall be responsible for the prompt payment of any and all fines, penalties, or other monetary violations associated with the Work provided under this Agreement.
- (p) Contractor represents and warrants that it is aware of and understands the hazards which are presented to persons, property, and the environment in the acceptance and processing of the Excess Fuel as described in this Agreement.

1.3.2 Covenants and Representations of MIRA.

MIRA represents, warrants and covenants to Contractor that:

- (a) MIRA is duly organized and validly existing in good standing under the laws of the State of Connecticut and is duly qualified and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Authority, pending or, to the knowledge of MIRA, threatened against MIRA that in any way would materially and adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by MIRA in connection with the transaction contemplated hereby.

2. WORK AND TERM

2.1 General.

Upon execution of the Agreement (the "Commencement Date"), Contractor shall furnish MIRA with a cashier's check or other form of payment acceptable to MIRA in the amount of \$ _____ ("Prepayment"). Upon confirmation that Prepayment has been deposited into MIRA's account, MIRA shall provide Contractor a notice to proceed. Upon receipt of such notice to proceed, Contractor shall immediately, to the extent practicable, provide all vehicles, facilities, labor, administrative services, materials, supplies, tools, equipment, parts, and any other

appurtenances thereto necessary to remove the Excess Fuel from the JTF Tank (the “Work”), and shall continue expeditiously to complete the Work no later than September 30, 2023.

The Work shall include, but may not be limited to:

- 1) Piping modifications necessary to connect Contractor’s fuel extraction equipment to the existing fill piping and existing drain piping.
- 2) Confined space entry into the interstitial space between the inner and outer tank walls in order to operate the valve on the drain pipe.
- 3) Utilization of 150psi (minimum) rated pipe/hose for fuel extraction.
- 4) Construction of temporary secondary containment beneath all Contractor provided pipe/hose between the storage tank and the removal tanker truck. A continuous sheet of 8 mil polyethylene, bermed along its perimeter a minimum of 6 inches in height and extending a minimum of 3 feet to either side of the Contractor provided pipe/hose will satisfy this requirement. All tankers extracting fuel *must* park within the existing secondary containment area.
- 5) Restoration of site, including but not limited to any piping modifications, to the same condition as existed prior to commencement of the work.

2.2 Title to Excess Fuel

Upon removal from the JTF Tank, title to the Excess Fuel shall pass to Contractor At no time shall title to Excess Fuel revert back to MIRA after title passes to Contractor, regardless of any Change in Law.

2.3 Hours of work

All work shall be scheduled during normal business hours with MIRA’s Manager of Engineering, Construction and Power Assets who shall also attend all fuel removal operations. Such operations shall continue expeditiously through completion no later than September 30, 2023.

2.4 Performance of Work

Contractor warrants that the Work shall be performed in accordance with good industry standards, all Applicable Laws, and the terms of this Agreement. If MIRA, using its good faith and commercially reasonable discretion, determines that the Work has not been so performed, MIRA shall inform Contractor in writing of such determination, and Contractor shall, at its sole cost, undertake any and all measures requested by MIRA to insure that the Work is performed in accordance with such standards and terms including, without limitation, re-performing any portion of the Work; provided, however, that such measures will be in addition to, and not in derogation of, the absolute right on the part of MIRA to be fully promptly compensated by Contractor for all costs, damages, and additional expenses incurred, either directly or indirectly, by rea-

son of Contractor's failure to properly perform any obligation of Contractor in this Agreement after notice and opportunity to cure any defects in performance identified by MIRA.

In addition to all other terms and conditions of this Agreement, the Contractor's performance of the Work shall be subject to the following terms and conditions:

- The Contractor shall reimburse MIRA for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any of Contractor's subcontractors. MIRA shall give the Contractor reasonable notice of any such Claims.
- Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties; With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices
- Once removed from the MIRA Tank, all fuel "shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge to MIRA for any appurtenant shipping container or equipment.

2.5 Contractor's Motor Vehicles

If in the performance of the Work or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1, the Contractor, represents and warrants for itself and the Contractor Parties, that:

(a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV , for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

(b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

(c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Page 14 of 28 Contract # 15PSX0035 Contract Document SP-50 Rev. 12/11/14 Prev. Rev. 9/3/14 Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

2.6 Contractor personnel

Contractor shall provide all personnel necessary to properly perform the Work. All Contractor personnel shall be properly trained, over the age of eighteen (18) and equipped with the requisite safety equipment and licensed to perform the assigned Work. All personnel used by Contractor shall be competent and skilled in the performance of the duties to which they are assigned and shall comply with all Applicable Laws and Permits.

2.7 Notice of JTF disruption.

During the Term, if MIRA becomes aware of any planned or unplanned disruption at the JTF site which would temporarily impact Contractor's performance of the Work MIRA shall notify Contractor as soon as practicable regarding the disruption and MIRA will further update Contractor as soon as practicable regarding any planned timetable to cure such disruption

2.8 Contractor Cooperation.

Contractor shall perform all the Work in cooperation with MIRA and all MIRA contractors and/or agents. Such cooperation shall include, but not be limited to, routine reporting, and communications with MIRA and other parties. Such cooperation shall also involve scheduling of staff and Work hereunder, without limitation. Under no circumstances shall Contractor speak

to or otherwise communicate with the press or any other media regarding its performance of Work under this Agreement. Contractor shall direct all inquiries concerning its performance of the Work from the press or any other media to MIRA.

3. PAYMENT RECONCILIATION

3.1 Reconciliation

All payment obligations of Contractor and The Prepayment specified in Section 2.1 is based on an assumed volume of 165,000 gallons of Excess Fuel removed from the JTF Tank (the “Assumed Volume”). In a manner agreed to by the Parties, in their performance of the Work, the Contractor shall measure and report to MIRA the exact volume in gallons of Excess Fuel that Contractor removed from the JTF Tank.

If upon completion of the Work and removal of all Excess Fuel from the JTF Tank, Contractor has removed less than the Assumed Volume of Excess Fuel, then for each gallon removed which is less than the Assumed Volume MIRA shall owe to Contractor a payment of \$_____ per gallon (the “MIRA Reconciliation”)

If upon completion of the Work and removal of all Excess Fuel from the JTF Tank, Contractor has removed more than the Assumed Volume of Excess Fuel, then for each gallon removed which is more than the Assumed Volume Contractor shall owe to MIRA a payment of \$_____ per gallon (the “Contractor Reconciliation”)

When the Parties mutually agree that all Excess Fuel has been removed from the JTF Tank and the Work has been satisfactorily completed (the “Work Completion Date”), within 15 days thereof Contractor shall invoice MIRA for any MIRA Reconciliation and MIRA shall invoice Contractor for any Contractor Reconciliation.

Either Party shall pay their respective reconciliation within 30 days of receipt of such invoice.

3.2 Survival of Payment Obligations

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

3.3 Sales and Use Tax Exemption Payment Obligations

Pursuant to Section 22a-270 of the Connecticut General Statutes, MIRA is exempt from all State of Connecticut taxes and assessments (“Connecticut Taxes”) and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any work or tangible personal property to be incorporated into or otherwise consumed in the operation of a MIRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes,

wherever purchased. Accordingly, Contractor shall not include in any fee, and Contractor shall not charge or pass through any Connecticut Taxes to MIRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

MIRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Work contemplated by this Agreement.

Contractor should consult with its tax advisor or its attorney, and the Connecticut Department of Revenue Services (DRS) and any other applicable tax authority, with regard to such tax authorities' policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Work under this Agreement and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Work under this Agreement.

4. INDEMNIFICATION

4.1 Contractor Indemnity.

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

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

4.2 MIRA Indemnity

MIRA, to the extent permitted by law, shall at all times protect, defend, indemnify and hold harmless Contractor and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to persons (including death), damage to property or other damages alleged to have been sustained by: (a) MIRA or any of its directors, officers, agents or employees, or (b) Contractor or any of its directors, officers, employees, agents or Subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of MIRA or any of its directors, officers, employees, agents or subcontractors; provided, however, such indemnity shall not include punitive and consequential damages arising out of injuries to the person (including death), damage to property or other damages alleged, except to the extent such damages arise from third party claims. MIRA further undertakes, to the extent it is permitted by law, to reimburse Contractor for damage to property of Contractor caused by MIRA or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of indemnification under this section.

4.3 Contribution and Waiver.

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

4.4 Scope.

For purposes of Subsections 4.1, 4.2 and 4.3 above, (i) the term Contractor shall mean and include Contractor, and/or any of its directors, officers, employees, agents, Subcontractors, representatives or partners, and (ii) the term MIRA shall mean and include MIRA, MIRA's Facility Operator, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners.

4.5 Survival.

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

5. INSURANCE

5.1 Insurance

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

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).
2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto). An MCS 90 Endorsement and a CA 9948 Endorsement shall be attached **if any hazardous materials are transported by the Contractor during its performance of the Work.**
3. Workers' Compensation insurance as required by all states in which the Work is being done and Employer's Liability insurance.
4. The Contractor must furnish a certificate of insurance for Pollution Legal Liability with coverage for:
 - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
 - d. Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

5.2 Minimum Limits of Insurance

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

1. Commercial General Liability:
 - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.

- b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products & Completed Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury
2. Automobile Liability:
- a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
 - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory limits.
4. Employer's Liability:
- a. \$1,000,000 Each Accident
 - b. \$,500,000 Disease – Policy Limit
 - c. \$,100,000 Disease – Each Employee
5. Excess/Umbrella Liability:
- a. Excess umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverages.
6. Contractor's Pollution Liability with a limit of \$1,000,000

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

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

(b) Other Insurance Provisions

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

- 1. MIRA, and their respective subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Contractor:
 - a. Commercial General Liability
 - b. Automobile Liability
 - c. Contractor's Pollution Liability

2. The Contractor agrees to notify MIRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to MIRA's Risk Manager by fax to 860-757-7740, or by e-mail to riskmanager@ctmira.org, or by correspondence to MIRA, 200 Corporate Place, Rocky Hill, Connecticut 06067.
3. The Contractor shall waive (and require their insurers to waive) subrogation rights against MIRA for losses and damages incurred under the insurance policies required by this Agreement.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Acceptability of Insurance

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

(d) Verification of Coverage

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

(e) Subcontractors

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

6. DEFAULT AND TERMINATION; REMEDIES

6.1 Contractor Default.

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

- (a) Contractor fails to pay any sum when due hereunder;
- (b) Contractor fails to perform the Work as required by this Agreement;

- (c) Contractor fails to maintain its insurance as required under this Agreement;
- (d) Contractor fails to maintain any Permits, licenses or approvals issued by any Governmental Authority, or any agreements with any subcontractor, required to perform the Work;
- (e) Contractor fails to perform any other obligations or covenants under this Agreement;
- (f) Contractor breaches any representation or warranty referenced herein that would have a material adverse effect on Contractor's ability to perform the Work;
- (g) Contractor commits an Act of Bankruptcy.

Upon the occurrence of a Contractor Default, MIRA shall have the right, but not the obligation, to (1) immediately cure such failure causing such disruption, and Contractor shall reimburse MIRA for any and all actual damages; (2) terminate this Agreement by written notice to Contractor of such intention and/or pursue any and all other rights and/or remedies that MIRA may have against Contractor at law or in equity; and/or (3) seek to enforce the terms and covenants contained herein through specific performance or other such equitable relief as may be decreed or ordered or injunctive relief by a court of competent jurisdiction in addition to all other rights and remedies available at law, equity, or provided for in this Agreement.

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

6.2 Compliance with Laws.

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

7. MISCELLANEOUS

7.1 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

7.2 Counterparts

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

7.3 Governing Law

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

7.4 Assignment

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void.

7.5 No Waiver

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of MIRA or Contractor thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

7.6 Modification

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this Agreement unless this Agreement is formally amended, modified or supplemented.

7.7 Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below.

(a) If to MIRA:

MATERIALS INNOVATION AND RECYCLING AUTHORITY
300 Maxim Road
Hartford, Connecticut 06114
Attention: President and CFO

(b) If to Contractor:

Attention: _____

7.7.1 Routine Notices.

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

7.7.2 Emergency Notification

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

7.8 Binding Effect

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

7.9 Severability

MIRA and Contractor hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

7.10 Subcontractors.

Contractor shall require all of its Subcontractors, in writing, to abide by the terms and conditions of this Agreement, including, without limitation, compliance with all Applicable Laws. The subcontracts between Contractor and its Subcontractors shall specifically include MIRA as a third party beneficiary and shall provide that such Subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

7.11 Relationship of the Parties.

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

7.12 Large State Government Contracts.

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

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

7.13 Whistleblower Protection

If any officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall

be deemed to be a separate and direct offense. The Contractor shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state Contractors.

7.14 Mechanic's Liens.

Contractor shall claim no interest in the CSWS Transfer Station, the Property or any equipment, fixtures, materials or improvements of MIRA located or to be located thereon, and Contractor shall not file any mechanic's liens or other liens or security interests against MIRA or any of its properties, including but not limited to the Property. Contractor shall defend, indemnify and hold harmless MIRA against all costs associated with the filing of such liens or security interests by Contractor or its Subcontractors or materialmen. Before any Subcontractor or materialman of Contractor commences any Work hereunder, Contractor shall deliver to MIRA an original waiver of mechanic's liens properly executed by such Subcontractor or materialman. If any mechanic's lien is filed against MIRA or any of its properties in connection with the Work hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, MIRA may, at its option and without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at MIRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to MIRA promptly upon demand by MIRA to Contractor.

7.15 Disputes/Forum Selection/Choice of Law.

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

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

7.16 Agent for Service.

Contractor irrevocably: (a) agrees that any suit, action or other legal proceeding arising out of this Agreement must be brought in the courts of record of the State of Connecticut or the courts of the United States located within the State of Connecticut; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts. During the term of this Agreement Contractor designates The Secretary of State for the State of Connecticut, whose business address is 30 Trinity Street, Hartford, Connecticut 06106, as its agent (the "Agent") to accept and acknowledge on Contractor's behalf service of any and all process in any such suit, action or proceeding brought in any such court, and Contractor agrees and

consents that any such service of process upon Agent shall be taken and held to be valid personal service upon Contractor whether or not Contractor shall then be doing, or at any time shall have done, business within the State of Connecticut and that any such service of process shall be of the same force and validity as if service were made upon Contractor according to the laws governing the validity and requirements of such service in the State of Connecticut, and Contractor waives all claims of error by reason of service on the Agent instead of Contractor. Agent shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding.

8. Representations and certifications

In signing this agreement, the applicable signatories to this agreement agree to the following representations and certifications set forth below. For purposes of this Section 11 and all subsections hereof, “Contractor” and “Consultant” shall have the same meaning.

8.1 Non-Discrimination

- 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 either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:



8.2 Small Business Application

At the request of MIRA and if Consultant qualifies, Consultant shall apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Business Enterprise (SBE) and/or Minority/Women/Disabled Person Business Enterprise (MBE) in accordance with *Connecticut General Statutes* Section 4a-60g.

8.3 Iran Energy Investment Certification.

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.

8.4 Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor and its authorized signatory represents that Contractor:

[select response below by initialing]

<input type="checkbox"/>	has NOT entered into any consulting agreements in connection with this Agreement.
<input type="checkbox"/>	has entered into consulting agreement(s) in connection with this Agreement, as described in the Consulting Agreement Representation attached hereto as Exhibit G .

The undersigned, being the person signing the Agreement, swears that the representation in this Section of the Agreement is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

For purposes of this Consulting Agreements Representation "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

8.5 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, by signing this agreement, 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 Contractor makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto as **Exhibit H**.

8.6 Large State Contract Representation for Contractor.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, by signing this agreement, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor 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;
- b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to cir-

cumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

8.7 MIRA 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 this agreement, the authorized signatory of MIRA represents 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.

[Remainder of page intentionally blank. Signature page follows.]

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

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By: _____
Mark T. Daley
Its President and CFO
Duly Authorized

[NAME OF CONTRACTOR]

By: _____
Its
Duly Authorized

[Signature page of Jet Fuel Removal Agreement]