

REQUEST FOR PROPOSALS
For the Marketing, Brokerage, Sale and Removal of
Operable Heavy Equipment Located at the Hartford Connecticut
South Meadows Site

(RFP Number 24-AUTH-008)

MIRA Dissolution Authority
300 Maxim Road
Hartford, Connecticut 06114

TABLE OF CONTENTS

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

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

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

IV. Attachments and Forms

- A. Operable Heavy Equipment
- B. Staging & Showing Area & Scale 4 at Gate 40
- C. Proposed Agreement
- D. Proposal Form
- E. Proposal Price Form
- F. Background Questionnaire
- G. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety

I. Request for Proposals:

A. Background

The MIRA Dissolution Authority (“the Authority”) was created by an act of the State of Connecticut Legislature (Public Act 23-170) effective July 1, 2023. As a result of this legislation, the Authority replaced the existing Materials Innovation and Recycling Authority (MIRA). The Authority assumed ownership and control of all of MIRA’s assets, as well as MIRA’s statutory duties and responsibilities, and it continues to operate MIRA’s ongoing waste transfer operations until acceptable alternatives become available. The Authority has been charged with supplementary duties and responsibilities related to MIRA’s dissolution.

The Authority is the owner of an approximate 80 acre site encompassing the now shuttered MIRA Resource Recovery Facility and Jet Turbine Facility located in the South Meadows section of Hartford, CT and more specifically identified as 300 Maxim Road and 100 Reserve Road in Hartford (the “South Meadows Site” or “Site”). The Authority’s ownership and control of the Site extends to all currently operable heavy equipment acquired and used in the operation of the Resource Recovery Facility and Jet Turbine Facility and now remaining at the Site. Such equipment includes, but is not limited to, loaders (primarily with “trash package”), dozers, cranes, grapple crane, bobcats, man lifts, fork lifts, sweeper, yard tractor, vacuum truck and a specialty terminator.

The Authority’s responsibility to wind down MIRA’s operations and activities in an orderly manner includes the marketing and sale of its surplus property and facilities including, but not limited to, such operable heavy equipment that the Authority now desires to have marketed, brokered, sold and removed from the Site pursuant to this RFP. Additional information on the Authority’s creation and the MIRA dissolution process can be found at <https://www.ctmira.org/>.

Accordingly, the Authority seeks proposals from used equipment marketers, brokers, retailers and similar parties interested in assisting the Authority in sale and removal of the items specified in **Attachment A** (Operable Heavy Equipment).

B. Scope of Work

The selected Proposer(s) will be expected to mobilize on Site with all personnel, supplies and equipment, as necessary, to market, show, demonstrate, negotiate, sell and facilitate the removal of the Operable Heavy Equipment listed in **Attachment A** subject to the following general terms and conditions:

- The selected Proposer will inspect, test run and appraise the Operable Heavy Equipment as necessary to initially market same. As part of this process, the selected Proposer will recommend list prices of all equipment to the Authority for its approval.
- The selected Proposer will develop a marketing and advertising plan for all Operable Heavy Equipment and execute such plan upon approval by the Authority.
- The selected Proposer will have qualified equipment operators readily available to show and demonstrate equipment to potential buyers. Showing and demonstration of

equipment may be conducted in the Staging & Showing Area depicted on **Attachment B**.

- The selected Proposer will negotiate the sale of equipment with qualified potential buyers and prepare all necessary equipment sales documents that may be required to be executed by the Authority, the selected Proposer and buyer.
- The selected Proposer will consummate the sale of equipment including retention of brokerage fee and distribution of net sales proceeds to the Authority.
- Upon conclusion of the sale of an item, the selected Proposer will facilitate the loading and transportation off Site of such item.
- All Operable Heavy Equipment shall be properly loaded for transportation and transported off-site in accordance with all applicable safety standards and regulations, including but not limited to obtaining all required transportation permits from regulating authorities at Proposers expense, the cost of which must be reflected in the Proposers Financial Proposal
- Any equipment cleaning or disassembly on Site needed for transportation and acceptance by the Buyer must be approved by the Authority in advance. No equipment oils or lubricants will be permitted to be drained on Site.
- Loaded vehicles may exit the Site using the Authority's Scale 4 depicted on **Attachment B** if necessary for proper permitting and transportation. Scale 4 exits from the Site's Gate 40 to Reserve Road. Scale 4 is an Emery Winslow, Hydraulic, 70 foot truck scale (Model # 84-10070). It is equipped with a new Mettler unattended unit. Drivers may print weigh tickets using the unattended unit. Scale 4 will be washed and calibrated by the Authority prior to commencement of work.
- To aid in the development of Proposals, all Operable Heavy Equipment will be shown to potential Proposers during the Site Tour described in Section I.F of this RFP.

The Authority may make its equipment maintenance contractor available to the selected Proposer to provide initial assistance in the scope if necessary and subject to agreement of the parties.

C. RFP Projected Timeline

The following is the projected timeline for the RFP process:

ITEM	DATE
RFP Documents Available	April 9, 2024
Site tour	8:00 am Monday April 22, 2024
Deadline for proposers to submit Written Questions	3:00 pm Monday April 29, 2024
Authority Response to submitted Questions	3:00 pm Thursday, May 2, 2024
Proposals Due at The Authority	3:00 pm, Wednesday May 8, 2024
Proposal evaluation including clarifications, interviews and negotiations	May 8, 2024 to May 14, 2024
Approval by MIRA Dissolution Authority Board of Directors	May 14, 2024

D. Notice of Interest

Proposers should express their interest in this RFP by providing their contact information in writing to the Authority as soon as possible following publication of this RFP. This may be done by writing or e-mailing the Authority’s Supply Chain Manager as follows:

**Mr. Roger Guzowski
Supply Chain Manager
MIRA Dissolution Authority
Phone (860) 757-7703
rguzowski@ctmira.org
300 Maxim Road
Hartford, CT 06114**

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

E. Availability of RFP

Complete sets of this RFP and all Attachments may be obtained on the World Wide Web at <http://www.ctmira.org> on the “Current Solicitations” page, under the “Business Links” section of the website. The RFP and Attachments can be accessed by selecting the link titled: RFP: “FOR THE MARKETING, BROKERAGE, SALE AND REMOVAL OF OPERABLE HEAVY EQUIPMENT”.

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

The RFP, Attachments and forms are also available Monday through Friday from 8:30 a.m. to 4:30 p.m. at the Authority’s offices, 300 Maxim Road, Hartford, Connecticut 06114. Anyone intending to pick up the documents at the Authority’s offices must contact Roger Guzowski at (860) 757-7703 at least 24 hours in advance. There is a charge of \$30.00 for anyone picking up the documents at the Authority’s office. Payment should be made by check payable to “MIRA Dissolution Authority.”

F. Site Tour

The Authority has scheduled a tour of the South Meadows site for April 22, 2024 (beginning at 8:00 AM). The Authority believes attendance at the Site tour is beneficial to the development of complete and accurate Proposals and Proposers are strongly encouraged to attend. Authority representatives will identify and show all Operable Heavy Equipment that is included in this RFP to all Proposers during the Site tour. Additional information concerning the Site tour will be provided to all Proposers expressing interest in this RFP approximately forty-eight hours prior to the tour by Addenda issued pursuant to Section III.E of this RFP.

The Authority reserves the right to schedule additional times for a Site tour prior to the deadline for written questions at its discretion if the Authority considers such additional tours to be in its best interests. Such additional Site tours may include, but are not limited to, further examination of equipment of specific interest to determine appropriate Proposal terms.

G. Proposal Contents

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

1. Title page, including the title of this RFP, the name of the Proposer and the date the proposal is submitted;
2. Cover letter, signed by a person authorized to execute the Proposal and Agreement on behalf of the Proposer, which includes the following:

- The name of the Proposer;
- The legal structure of the Proposer (e.g., corporation, joint venture, etc.);
- Summary of Proposer and key staff relevant background and experience;
- Summarize key aspects of the proposal including methods and schedule to inspect, test, appraise, market, show and demonstrate equipment;
- A clear statement indicating that the proposal constitutes a firm and binding offer by the Proposer to the Authority considering the terms and conditions outlined in the RFP;
- The Proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises;
- The cover letter should not exceed two pages.

3. Table of Contents for the proposal;

4. Background and Experience Narrative including the following:

- General description of the Proposer including the number of years in the business of providing services similar to the Marketing, Brokerage, Sale and Removal of Operable Heavy Equipment described in this RFP including:
 - Proposer's and parent company (if any) legal name, state and year in which organized, and structure (corporation, partnership, joint venture, other);
 - Central / headquarters office address;
 - Address of local office serving the Authority;
 - Summary of additional office locations (if any);
 - Number of employees of Proposer and parent company (if any).
- For up to five projects similar to its Proposal, identify the following:
 - Project identification including site name, location and project owner and/or governing body;
 - Description of project site including number and type of equipment involved;
 - Nature of the services provided and relevance to the services requested in this RFP;
 - Reference name, title, address, e-mail and phone contact information.

5. Project Approach and Schedule

The Authority's objective is to have all equipment listed on **Attachment A** sold and transported off site in a timely and efficient manner while maximizing net sales revenue to the Authority. Proposer's Project Approach and Schedule should address the following accordingly:

- Describe Proposer's approach and schedule to inspect, test run and appraise all equipment listed on **Attachment A**.
- Describe Proposer's approach and schedule to market and advertise all equipment listed on **Attachment A**.
- Describe Proposer's plan to have qualified equipment operators available to show and demonstrate all equipment listed on **Attachment A** or Proposer's alternative approach to achieve equipment sales if applicable.
- Describe Proposer's approach to the negotiation and consummation of sales.
- Describe Proposer's plan to facilitate the loading and transportation of equipment sold.
- Summarize how Proposer's Project Approach and Schedule will achieve the Authority's objective for this project.

6. Proposal and Price Forms

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

Describe all fees and expenses to be paid by the Authority in the performance of the scope of work using the Proposal Price Form attached hereto as **Attachment E**. The Proposal Price Form must specifically include:

- Any fixed fee or reimbursable expense associated with the inspection, test running and appraisal of all equipment listed on **Attachment A**.
- Any fixed fee or reimbursable expense associated with the marketing and advertising of all equipment listed on **Attachment A**.
- Any fixed fee or reimbursable expense associated with the showing and demonstration of equipment to potential buyers.
- Any fixed fee or reimbursable expense associated with the negotiation and consummation of sales.
- Any fixed fee or reimbursable expense associated with the loading and transportation sold equipment.
- The percentage of gross sales price to be retained by Proposer and to be retained by the Authority upon consummation of each sale.

7. Business Exceptions

Identify any exceptions, additions or deletions to the provisions of the proposed Agreement included as **Attachment C**. In each instance, identify the applicable agreement section, schedule or attachment number and specific language of concern. State the reason for concern and proposed modification to resolve the concern. Specify why the proposed modification is in the Authority's best interest and assists in accomplishing the objectives of this RFP.

8. The completed Background Questionnaire attached hereto as **Attachment F** for Proposer and each proposed Sub Consultant (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
9. The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety attached hereto as **Attachment G** with the proposer's most recent EEO-1 data attached if the proposer wishes such data to be considered in the evaluation of its proposal;
10. A copy of the Proposer's up-to-date certificate of insurance showing all current insurance coverage.

Proposers should not include copies of text from this RFP in their proposals. Proposers should not include information that is not directly related to the subject matter of this solicitation.

H. Proposal Submittal Procedures

Sealed proposals shall be submitted as per the schedule set forth in Section I.B of this RFP to the offices of the MIRA Dissolution Authority, 300 Maxim Road, Hartford, Connecticut 06114, Attn: Roger Guzowski. The Authority reserves the right to reject any proposals received after the time and date set forth above.

Each Proposer must submit one (1) original and two (2) hard copies, and one electronic copy, of its proposal in a sealed envelope that shall be clearly marked "PROPOSAL FOR THE MARKETING, BROKERAGE, SALE AND REMOVAL OF OPERABLE HEAVY EQUIPMENT" The original proposal shall be stamped or otherwise marked as such.

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

I. Proposal Opening

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

J. Proposal Open and Subject to Acceptance

This RFP does not constitute an offer to any Proposer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the Authority to enter into the Agreement or confer any rights on any proposer unless and until the Agreement is fully executed by the necessary parties. The Agreement, once executed, will represent the entire agreement between the proposer and the Authority and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The Authority shall assume no liability for

costs incurred by the proposer or for payment of services under the terms of the Agreement until the successful proposer is notified that the contract has been accepted and approved by the Authority's Board of Directors and executed by its duly authorized agent. All proposals shall remain open and subject to acceptance by the Authority for ninety (90) days after the deadline for proposal submission

K. Proposal Evaluation

The award of an Agreement for the Marketing, Brokerage, Sale and Removal of Operable Heavy Equipment will be made, if at all, to the Proposer whose evaluation by the Authority results in the Authority determining that such award is in the best interests of the Authority. However, the selection of a Proposer and the award of such Agreement, while anticipated, are not guaranteed.

The Authority is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. The Authority is committed to complying with the Americans with Disability Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

The Authority will evaluate proposals based upon, but not limited to, the following criteria, which are not necessarily presented in order of importance:

1. Demonstrated experience in providing Marketing, Brokerage, Sale and Removal of Operable Heavy Equipment services similar to this RFP;
2. Reasonableness of the proposed Project Approach and Schedule;
3. Proposers Financial Proposal;
4. Reasonableness of any proposed Business Exceptions;
5. Any other factor or criterion that the Authority, in its sole discretion, deems relevant to such evaluation.

All proposals will also be rated on the proposer's demonstrated commitment to affirmative action. Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies require the Authority to consider the following factors when awarding a contract that is subject to contract compliance requirements:

1. The proposer's success in implementing an affirmative action plan (see Question 4 of **Attachment G**);
2. The proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive (see Question 5 of **Attachment G**);
3. The proposer's promise to develop and implement a successful affirmative action plan (see Question 4B of **Attachment G**);

4. The proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
5. The proposer's promise to set aside a portion of the contract for legitimate minority business enterprises.

L. Contract Award

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

If the Agreement is to be awarded, the Authority will issue to the successful proposer(s) a Notice of Award within ninety (90) days after the proposal due date.

The Authority reserves the right to correct inaccurate awards resulting from Authority errors. This may include, in extreme circumstances, revoking a Notice of Award already made to a proposer and subsequently awarding the Notice of Award to another proposer. Such action by the Authority shall not constitute a breach of this RFP by the Authority since the Notice of Award to the initial proposer is deemed to be void ab initio and of no effect as if no agreement ever existed between the Authority and the initial proposer.

II. Notifications, Acknowledgements and Certifications

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

A. Nondiscrimination

- a. For purposes of this Section, “Contractor”, “contractor” and “Consultant” shall have the same meaning, “Contract”, “contract” and “Agreement” shall have the same meaning and other otherwise undefined terms have the meaning ascribed to them in Connecticut General Statutes § 4a-60g.
- b. Pursuant to Connecticut General Statutes § 4a-60:
 1. The Contractor agrees and warrants that in the Performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents Performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the “Commission”);
 3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor

union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a- 68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 5. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
 6. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- d. Pursuant to Connecticut General Statutes § 4a-60a:
1. The Contractor agrees and warrants that in the performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract

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

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

B. Connecticut Campaign Contribution And Solicitation Limitations

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

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

C. Contractor's Representation Concerning Consulting Agreements

Any agreement resulting from this RFP shall require Consultant to make a representation (the form of which is included as Exhibit F of the form of Agreement included as **Attachment C** of this RFP) that Contractor either has not entered into any Consulting Agreement for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts; or to disclose the name and basic terms of any such consulting Agreement.

D. Contractor's Representation Concerning Gifts

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

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

E. Authority's President's Representation Concerning Gifts

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, in signing any agreement resulting from this RFP, the authorized signatory of the Authority shall be required to represent that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

F. Representation Regarding Iran Energy Investment

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

- a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Consultant is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

III. **Additional Terms and Conditions:**

A. **Definitions**

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

1. Addenda: Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.
2. Contract Documents:
 - The Agreement;
 - This RFP and all Attachments
 - Addenda;
 - Proposer's Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-proposal documentation submitted prior to the Notice of Award);
 - Notice of Award; and
 - Any written amendments to the Agreement.
3. Laws And Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
4. Notice of Award: Written notification from the Authority to the apparent successful proposer that states that the Authority has accepted such proposer's proposal and sets forth the remaining conditions that must be fulfilled by such proposer before the Authority executes the Agreement.
5. Site: The South Meadows Site as defined in Section I.A of this RFP.

B. **Binding Effect**

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

C. **Authority Reserved Rights**

During the entire solicitation process the Authority retains the right to:

1. Extend any of the actual or proposed dates in the Projected Timeline;
2. Reject any and all proposals and republish this RFP;
3. Terminate this RFP process at any time prior to the execution of an agreement;

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

D. Communications With Authority Staff and Board

Except as otherwise authorized by this RFP, during the period while the RFP process is active (i.e., from the date the Authority issues the RFP until the date the successful proposer accepts the Notice of Award), contractors contemplating or preparing proposals are prohibited from contacting Authority staff or Authority Board Directors or Members in an ex parte manner to discuss the RFP submission process. A contractor's RFP submission shall be rejected if any of the foregoing ex parte communications take place.

E. Addenda And Interpretations

The Authority may issue Addenda to this RFP that shall, upon issuance, become part of the RFP and binding upon all potential or actual Proposers. Such Addenda may be issued in response to questions regarding Site conditions and requests for interpretation or clarification received from potential Proposers. Any questions regarding Site conditions and any request for interpretation or clarification of this RFP must be submitted in writing to Roger Guzowski by e-mail

(rguzowski@ctmira.org) or by correspondence (MIRA Dissolution Authority, 300 Maxim Road, Hartford, Connecticut 06114). To be given consideration, any such written questions and requests must be received by the Authority by the deadline set forth in Section I.C of this RFP. Addenda, if any, will be mailed and/or e-mailed to all persons who expressed interest or arranged to pick up this RFP pursuant to Sections I.D and I.E hereof. Such addenda will also be posted on the Authority's web site (<http://www.ctmira.org>) on the "Current Solicitations" page, under the "Business Links" section of the website. The RFP and Attachments can be accessed by selecting the link titled: RFP: "PROPOSAL FOR THE MARKETING, BROKERAGE, SALE AND REMOVAL OF OPERABLE HEAVY EQUIPMENT". Such addenda will be mailed/e-mailed and posted on the web site no later than the date set forth in Section I.C of this RFP.

Failure of any Proposer to receive any such Addenda shall not relieve such Proposer from any conditions stipulated in such Addenda. Only questions answered or issues addressed by formal written Addenda will be binding. All oral and other written responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon the Authority.

F. Modification or Withdrawal of A Proposal

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the Proposal due date and time.

G. Proposal Preparation and Other Costs

Each proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, or incurred in connection with any interviews and negotiations with the Authority, and the Authority shall have no responsibility or liability whatsoever for any such costs and expenses.

H. Proposer's Qualifications

The Authority may make any investigation deemed necessary to determine the ability of any Proposer to perform the Agreement as required. Each Proposer shall furnish the Authority with all such information as may be required for this purpose.

Attachment A - Equipment

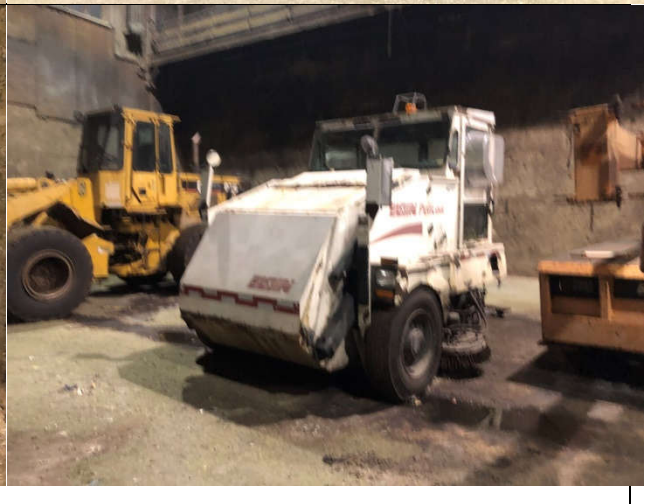
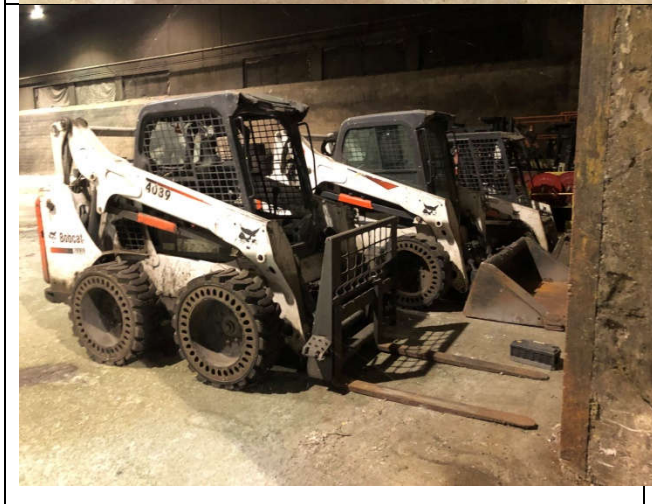
Unit #1	Toyota Forklift	#5139	7FGU70 70354	Maneuvering Hall
Unit #2	Toyota Forklift #5095	#4866 - #5095	30051	Maneuvering Hall
Unit #3	Clark Forklift #5104	#4867 - #5104	CMP230L-0038-6872	Maneuvering Hall
Unit #4	Toyota Scissor lift - 260MRT	#4870	Model 260MRT serial #200266681	Maneuvering Hall
Unit #5	2002 Toyota forklift	#4860		Maneuvering Hall
Unit #6	Toyota Fork Lift	#4871	Model 8FGU25 Serial #83660	Maneuvering Hall
Unit #7	Skid Steer Loader S70	#5092	45406828	Maneuvering Hall
Unit #8	Bobcat Skidsteer S570	#4079	ALM428851	Maneuvering Hall
Unit #9	BOBCAT S530 T4	#4089	ARL815151	Maneuvering Hall
Unit #10	Grapple Crane		MHL320D	Maneuvering Hall
Unit #11	936F Caterpillar Wheel Loader, MDC#4030	#4030 - #5039	8AJ1073	Maneuvering Hall
Unit #12	ELGIN Pelican Broom Sweeper	#4097 - #5077	P-4959-D EG7165	Maneuvering Hall
Unit #13	Broderson (Crane/Lift) Summit Toyota	#4201 - #5191	model 1C2001B 36539 - 1CC201B	Maneuvering Hall
Unit #14	CAT Wheel Loader 966M	#4078	CAT0966MEGMS00165	Maneuvering Hall
Unit #16	1996 Ford Roll Off Truck, MDC#4198	#4198 - #5081	1FDZY90V4TVA26586	Maneuvering Hall
Unit #17	1971 P&H Crane 30 ton capacity	#4200 - #5076	33889	Maneuvering Hall
Unit #18	CAT telescopic Handler- CAT TL943	#5297	29780-13510 618850A8900871 TBL 01971	Maneuvering Hall
Unit #19	CAT980GII Loader with Trash Package	#4059	AWH75004	Maneuvering Hall
Unit #20	60FT Articulating Boom "High Lift"	#4869	JLG600AJ	Maneuvering Hall
Unit #21	Cat Wheel Loader	#4062	CAT0966HJA6D01389	Maneuvering Hall
Unit #22	980H-CAT LOADER	#4065	980H-JMS01798	Maneuvering Hall
Unit #23	1987 Intern'l roll off truck, MDC#4184	#4184 - #5002	1HTZVGDTXHH529185	Maneuvering Hall
Unit #23 - A	30 yd standard duty roll off box	#5235		Maneuvering Hall
Unit #24	1987 Internat'l roll off truck, MDC#4186	#4186 - #5003	1HTZVGDT3HH529187	Maneuvering Hall
Unit #24 - A	30 yd standard duty roll off box	#5239		Maneuvering Hall
Unit #25	genie z45-25 lift	#4868		Maneuvering Hall
Unit #26	Ottawa Yard Tractor (Kalmar)	#4167 #5100	323466 4X2 323466709	Maneuvering Hall
Unit #26 - A	2002 Construction trailer 45	#4344 - #5066	1C92345262S770514	Maneuvering Hall
Unit #27	99 Tandem Axel Tractor	#4129 - #5022	1FUYTMCB8XHA12788	Maneuvering Hall
Unit #27 - A	45 Flip Top Trailor	#4336 - #5059	2A9SWWF8B3XT053783	Maneuvering Hall
Unit #28	TERMINATOR-MOBILE SHREDDER			Maneuvering Hall
Unit #29	Cat Track Dozer plus blade-MDC#4002	#4002 - #5046	3YG06325	RDF Hall
Unit #30	Cat Tractor Model D6R LGP dozer-MDC#4003	#4003 - #5058	6NC11702-9PN01147	RDF Hall
Unit #31	Clark Forklift #5096	#4862 - #5096	SP30-002PM-6552	WPF Warehouse
Unit #32	Toyota Forklift - Summit @JETS BLDG	#5136	8FGU15 35279	Jets Bldg
Unit #33	Forklift-Toyota	#5135	8FG015 33306	PBF Warehouse
Unit #34	Clark GTS30 Forklift		GTS232L-0167-9995	Turbine Hall
Unit #35	Clark GTS30 Forklift		GTS232L-0237-9995	Turbine Hall

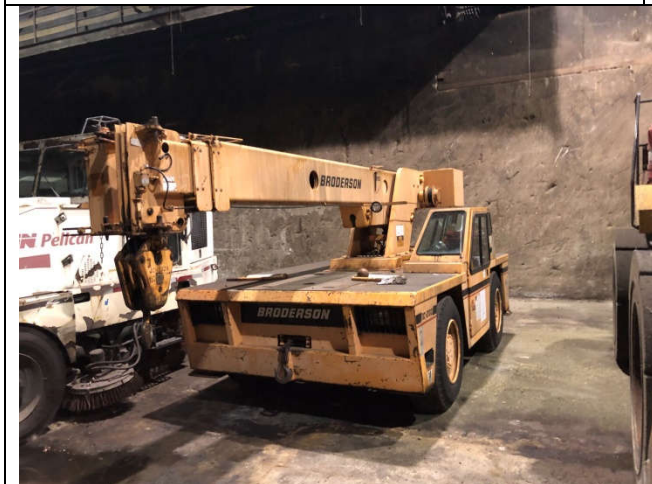
Attachment A-1 - Operable Heavy Equipment (Photos)

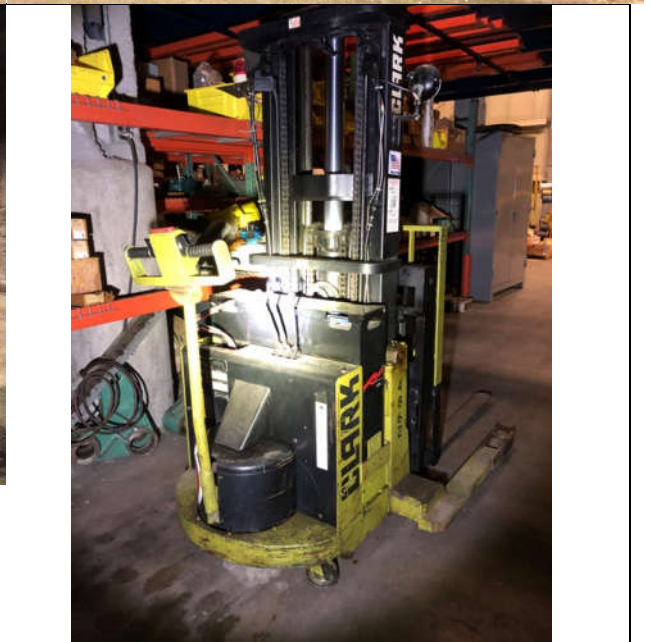
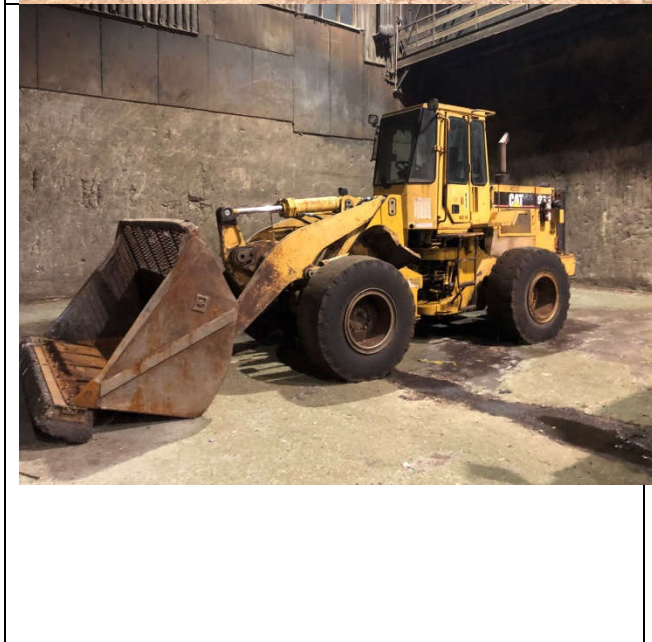
MIRA Dissolution Authority

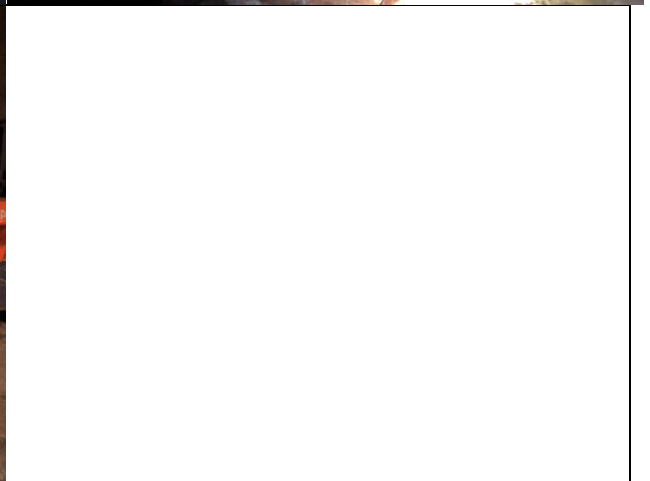
RFP for the Marketing, Brokerage, Sale and Removal of Operable Heavy Equipment

(May not Include All Pieces to be Marketed for Sale)









CONNECTICUT RIVER

Rb. (Fd.)
S58°34'42"E 0.77'
of Streetline

Point of Beginning
300 Maxim Road

134.65'

Bituminous Drive

Conveyor
Overhead Piping

Existing Building

Bituminous Pavement

Staging Area

Former Coal Conveyors

Concrete Retaining Wall

Concrete Structure

Bituminous Drive

Trash Storage and Processing Facility

Scale and Scale House

Grass

Scale 4

Concrete Pad

Bituminous Pavement

Scale and Scale House

Drive

Bituminous Leak Off Areas

Grass

N20°53'47"W

782.43'

Rb. (Fd.)

S56°10'25"W
142.47'

N34°13'14"W
198.37'

N/F
CONNECTICUT LIGHT AND POWER

Rb. (Fd.)
S73°37'36"E 0.57'
of Streetline

MAXIM ROAD

Attachment B
300 Maxim Rd
Hartford, CT

Rb. (Fd.)
N74°01'26"E 0.59'
of Streetline

Rb. (Fd.)
N39°26'42"E 0.17'
of Streetline

Existing Metal Building

RESERVE ROAD

Concrete Remains

Bituminous Driveway

580.00'

AGREEMENT FOR MARKETING, BROKERAGE, SALE AND REMOVAL OF OPERABLE HEAVY EQUIPMENT LOCATED AT THE HARTFORD CONNECTICUT SOUTH MEADOWS SITE

Table of Contents

RECITALS.....	3
1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION	3
1.1 Definitions	3
1.2 Construction And Interpretation	6
1.3 Covenants and Representations.....	6
2. Work.....	12
2.1 General.....	12
2.2 Contractor Personnel	13
2.3 Performance of Work.....	13
2.4 Commencement of Work.....	14
2.5 Access to the South Meadows Site; Conditions.....	14
2.6 Contractor’s Vehicles, Contractor’s Trailers and Storage of Contractor’s Trailers	15
2.7 Change of Work.....	15
2.8 Authority’s Inspection Rights.....	16
2.9 Contractor Cooperation.....	16
2.10 Title to Equipment.....	16
2.11 Designated Facilities	16
2.12 Delivery Confirmation.....	17
2.13 Inspection Rights.....	17
2.14 Authorized Subcontracting.....	17
3. Contractor and Authority Compensation	17
3.1 Deposit.....	18
3.2 Billing and Payments.....	18
3.3 Invoice Disputes.....	19
3.4 Survival of Payment Obligations	19
3.5 Sales and Use Tax Exemption Payment Obligations	19
4. Term	20
4.1 Term.....	20
5. Indemnification.....	20
5.1 Contractor Indemnity.....	20
5.2 Contribution and Waiver.....	21
5.3 Scope.....	21
5.4 Survival.....	21
6. INSURANCE	21
6.1 Insurance	21
6.2 Minimum Limits of Insurance	22
7. Uncontrollable Circumstances.....	24
7.1 General.....	24
7.2 Notice of Uncontrollable Circumstances.....	25

8.	Default and Termination; Remedies.....	25
8.1	Authority Default in Payment.....	25
8.2	Contractor Default.....	25
8.3	Compliance with Laws.....	27
9.	MISCELLANEOUS.....	27
9.1	Entire Agreement.....	27
9.2	Governing Law.....	27
9.3	Assignment.....	27
9.4	No Waiver.....	27
9.5	Modification.....	28
9.6	Notices.....	28
9.7	Binding Effect.....	28
9.8	Severability.....	28
9.9	Whistleblower Protection.....	28
9.10	Counterparts.....	29
10.	Representations and Certifications.....	29
10.1	Non-Discrimination.....	29
10.2	Small Business Application.....	32
10.3	Iran Energy Investment Certification.....	32
10.4	Consulting Agreements Representation.....	32
10.5	Campaign Contribution And Solicitation Limitations.....	33
10.6	Large State Contract Representation for Contractor.....	33
10.7	The Authority's Representation Concerning Gifts.....	34

- EXHIBIT A: Equipment
- EXHIBIT B: Contractor's Operations Plan
- EXHIBIT C: Contractor's Financial Proposal
- EXHIBIT D: Consulting Agreements Representation
- EXHIBIT E: Campaign Contribution Certification

AGREEMENT FOR MARKETING, BROKERAGE, SALE AND REMOVAL OF OPERABLE HEAVY EQUIPMENT LOCATED AT THE HARTFORD CONNECTICUT SOUTH MEADOWS SITE

This AGREEMENT FOR MARKETING, BROKERAGE, SALE AND REMOVAL OF OPERABLE HEAVY EQUIPMENT LOCATED AT THE HARTFORD CONNECTICUT SOUTH MEADOWS SITE (this “Agreement”) is made and entered into as of the ___ day _____, 2024 (the “Commencement Date”) by and between the **MIRA DISSOLUTION 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 (“the Authority”), and [NAME OF SUCCESSFUL PROPOSER], having its principal offices at [ADDRESS OF SUCCESSFUL PROPOSER] (hereinafter “Contractor”).

RECITALS

WHEREAS, the Authority was created pursuant to Connecticut Public Act 23-170 as the successor to the Materials Innovation and Recycling Authority as the owner of certain parcels of real property located at 300 Maxim Road and 100 Reserve Road in Hartford, Connecticut (collectively, the “South Meadows Site”) upon which the Authority operated various energy-generating, solid waste management and/or disposal facilities (collectively, the “Facilities”);

WHEREAS, the Authority has identified certain operable heavy equipment located at the South Meadows Site (the “Equipment”) and previously used in the operation of the Facilities which it seeks to have marketed, brokered, sold and removed from the South Meadows Site;

WHEREAS, the Authority specified the Equipment to be marketed, brokered, sold and removed, and the efforts associated therewith, in a Request for Proposal (“RFP”) and invited the submission of proposals for same;

WHEREAS, Contractor has expertise in the marketing, brokerage, sale and removal of operable heavy equipment and has submitted a proposal in response to the RFP; and

WHEREAS, the Authority has accepted the Contractors’ proposal for the Equipment identified in Exhibit A hereto and now wishes to retain the Contractor to perform the obligations set forth in 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, the Authority and Contractor hereby mutually agree and undertake as follows.

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

As used in this Agreement and in other Contract Documents (as defined herein) the following terms shall have the meanings as set forth below:

- (a) **“Act of Bankruptcy”** means that (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) Contractor shall have admitted in writing its inability generally, to pay its debts as such debts become due, (c) Contractor shall have made a general assignment for the benefit of creditors, (d) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors, (e) Contractor shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in a bankruptcy or insolvency proceeding, (f) an order, judgment or decree for relief in respect of Contractor shall have been entered in an involuntary case, without the application, approval or consent of Contractor by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for Contractor or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days, (g) Contractor shall have filed a voluntary petition in bankruptcy, (h) Contractor shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or (i) an order for relief shall have been entered against Contractor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. §301. For purposes of this definition, the term Contractor shall mean Contractor or Guarantor.
- (b) **“Addenda”** means written or graphic documents issued prior to the RFP due date, which clarify, correct or change any or all of the Contract Documents.
- (c) **“Applicable Laws”** means any statute, law, constitution, charter, ordinance, resolution, judgment, order, permits (including but not limited to the Permits), decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall be enacted, promulgated, issued or enforced by any judicial or Governmental Authority having jurisdiction and which is applicable to the performance of Work hereunder.
- (d) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), the Authority’s Request For Proposals that preceded this Agreement (including any Addenda thereto), Contractor’s Proposal in response to such RFP (including all documentation accompanying such proposal, all other documentation submitted in connection with such proposal, and all post-proposal documentation submitted prior to the Notice Of Award), Notice Of Award, any written amendments to any of the Contract Documents.
- (e) **“Commencement Date”** means the date set forth above in this Agreement.
- (f) **“Environmental Claim”** means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent, decree, penalty, fine,

lien, proceeding or claim arising (a) pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Substance, or (c) from any abatement, removal, remedial, corrective, or other response action in connection with a Hazardous Substance, Environmental Law or other order of a Governmental Authority, or (d) from any actual or alleged damage, injury, threat, or harm to health, safety, natural resources, or the environment.

- (g) **“Environmental Law”** means any current or future Legal Requirement pertaining to the pollution, contamination, protection, or remediation of the environment or the protection or restoration of natural resources and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., Solid Waste Disposal Act, as amended, 42 U.S.C. §§6901 et seq., Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq., Clean Air Act, 42 U.S.C. §§7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 et seq., Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq., National Environmental Policy Act of 1969, 42 U.S.C. §§4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) et seq., any similar, implementing or successor law, including, without limitation, laws enacted by the State of Connecticut or any other state, and any amendment thereto, and any, regulation, order or directive issued thereunder.
- (h) **“Governmental Approval”** means any permit (including but not limited to the Permits), license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority required for the performance of the Work hereunder.
- (i) **“Governmental Authority”** means any international, foreign, federal, state, regional, county, or local department, agency, authority, commission or body having governmental, or quasi-governmental authority, or any instrumentality or subdivision thereof.
- (j) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (k) **“Notice Of Award”** means written notification from the Authority to the apparent successful proposer which states that the Authority has accepted such proposer’s bid and sets forth the remaining conditions that must be fulfilled by such proposer before the Authority executes the Agreement.

- (l) “Permits” means all permits, consents, licenses, approvals or authorizations issued by any Governmental Authority having jurisdiction over the Work hereunder.

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 the Authority that:

- (a) Contractor is a [the Authority 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 and Contractor has obtained all required Permits, approvals, and registrations necessary to complete the Work.
- (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 per-

form 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 the Authority 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 Equipment and of the Work to be performed under this Agreement; the configuration of the South Meadows Site; the character, quality, and quantity of the materials to be encountered; the need to coordinate with other ongoing activities at the Site throughout Contractor's performance of the Work; the general and local conditions; the availability of labor and materials; the Applicable Laws relating to Contractor's performance of the Work under this Agreement; and other matters which may affect Contractor's performance of the Work under this Agreement. Having made such examinations essential to an understanding of the Work and the difficulties which may be encountered, Contractor represents that it has the necessary skill and expertise to accomplish the Work under this Agreement.
- (j) Contractor agrees that, pursuant to Conn. Gen. Stat. § 22a-270 (as the same may be amended or superseded from time to time) the Authority 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 [the Authority] . . . whether such purchases are made directly by the Authority or are reimbursed by the Authority to the lessee or Facility Operator of such project*" is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge the Authority 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 the Authority 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 the Authority in any request for proposal or other submittal or proposal to the Authority in connection with this Agreement.
- (k) Contractor (directly or through its Subcontractor) has adequate personnel that are properly licensed, qualified and trained pursuant to Applicable Law to inspect, test run, appraise and demonstrate the Equipment to potential buyers as contemplated

herein and described in Contractor's Operations Plan attached hereto as Exhibit B.

- (l) Contractor (directly or through its Subcontractor) is properly licensed to use and deploy all aspects of its marketing and advertising plan for the Equipment as contemplated herein and described in Contractor's Operations Plan attached hereto as Exhibit B.
- (m) Contractor (directly or through its Subcontractor) either has full ownership of adequate vehicles and trailers, or has enforceable rights to use adequate vehicles and trailers, including any rights that may exist under a lease or other operational agreement with the owners thereof, to facilitate the loading and transportation of Equipment that has been sold in accordance with Contractor's Operations Plan attached hereto as Exhibit B through the Term of this Agreement. Contractor (directly or through its Subcontractor) has full Governmental Approval and Permits for the lawful operation of such vehicles and trailers and shall continue to maintain such Governmental Approvals and Permits through the Term of this Agreement.
- (n) Contractor (directly or through its Subcontractor) has all permits, approvals and licenses issued by any Governmental Authority that are necessary or required pursuant to Applicable Laws to facilitate the loading and transportation of Equipment that has been sold in accordance with Contractor's Operations Plan attached hereto as Exhibit B. Contractor shall provide all such documents evidencing that such permits, approvals and licenses have been obtained and that Contractor is in good standing upon the Authority's request.
- (o) During the term of this Agreement, Contractor shall (directly or through its Subcontractors), own or cause others to own, operate and maintain, at all times, the equipment necessary to perform the Work under this Agreement at the South Meadows Site in compliance with all Applicable Laws and shall take all actions necessary to maintain all permits, licenses and approvals necessary to perform the Work under this Agreement. In addition, if during the term of this Agreement, additional Permits are required or compliance with additional governmental requirements is required in order to perform the Work under this Agreement in the manner contemplated by the terms of this Agreement, Contractor shall apply for and obtain such additional Permits or comply with such additional requirements on a timely basis or initiate legal proceedings to contest such additional Permits or requirements. If Contractor fails to obtain such necessary permits due to its own actions, the Authority shall have the right, upon notice to Contractor, to make alternative arrangements for the marketing, brokerage, sale and removal of the Equipment contemplated herein.
- (p) Contractor shall provide, or cause the Authority to be provided, with copies of any notice Contractor receives concerning the revocation of any Permits, the denial of any subsequently required Permits, or non-compliance with Applicable Law, within forty-eight (48) hours of Contractor's receipt thereof. In addition, Contractor shall

provide or cause the Authority to be provided with true, correct and complete copies of any written notice of substantial non-compliance issued by any Governmental Authority, within three (3) days of Contractor's receipt thereof.

- (q) The motor vehicles Contractor utilizes for the Work under this Agreement are not and will not be in violation of any Connecticut Department of Motor Vehicles or Federal Motor Carrier Safety Administration safety regulations.
- (r) Contractor shall provide the Authority 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 (24) hours of Contractor's receipt thereof.
- (s) Contractor shall provide the Authority with notice of any notices of violations, orders, warnings, letters of noncompliance from any Governmental Authority, violations, citations, suits, regulatory proceedings, claims, or prosecutions, received by or commenced against the Contractor, its employees, or its Subcontractors in connection with Contractor's transportation work, in each case within twenty four (24) hours of Contractor's receipt thereof.
- (t) Contractor shall provide the Authority with immediate notice of any motor vehicle accidents in which the Contractor, its employees, or its Subcontractors are involved in the performance of the Work.
- (u) Contractor shall, and Contractor shall cause any Subcontractors to comply with Applicable Laws governing drug and alcohol testing of its employee drivers.
- (v) Contractor shall cause, and shall cause any Subcontractors to cause, all of its vehicles used to perform the Work under this Agreement to comply with all Applicable Laws and to perform safety and maintenance inspections to ensure that all vehicles are safe to operate and maintained in good working order, including frequent inspections of brakes and equipment necessary to safely secure Equipment and Trailers to vehicles. Contractor (or its Subcontractor) shall maintain accurate records of such inspections. No vehicle that is not thoroughly maintained in good working order shall be used for Work provided under this Agreement. The Authority shall have the right, but is not required, to review all inspection reports upon request.
- (w) 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.
- (x) Each motor vehicle utilized for this Agreement shall be in full compliance with all the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, as

they may be amended, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

- (y) Each individual who uses or operates the Equipment or any motor vehicle at any time in the performance of this Agreement shall have and maintain a motor vehicle or equipment operator's license, certification or commercial driver's license of the appropriate class for the Equipment or motor vehicle being used or operated. The license shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles or other applicable jurisdiction for any reason or any cause.
- (z) Each motor vehicle used in the performance of this Agreement is duly registered with the Connecticut Department of Motor Vehicles in accordance with all applicable Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles for any reason or cause. If such motor vehicles are not registered with the Connecticut Department of Motor Vehicles, then it shall be duly registered with another state or commonwealth in accordance with such state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such state or commonwealth for any reason or cause.
- (aa) Contractor represents and warrants that it is aware of and understands the hazards which are presented to persons, property, and the environment in the performance of loading and transportation of the Equipment as described in this Agreement.

1.3.2 Covenants and Representations of the Authority.

The Authority represents, warrants and covenants to Contractor that:

- (a) The Authority is duly organized and validly existing in good standing under the laws of the State of Connecticut and is duly qualified and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement by the Authority (1) has been duly authorized by the governing body of the Authority, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to the Authority or any provisions of the Authority's charter, by-laws or resolutions.

- (c) The execution and delivery of this Agreement by the Authority, 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 the Authority or any agreement, indenture, mortgage, trust, contract, permit or instrument to which the Authority is a party or by which the Authority is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.
- (d) There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Authority, pending or, to the knowledge of the Authority, threatened against the Authority 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 the Authority in connection with the transaction contemplated hereby.
- (e) Although Contractor is solely responsible for obtaining all Permits required to effectuate the performance of its obligations under this Agreement, the Authority shall cooperate with Contractor in all reasonable respects, with no cost or liability to the Authority, to procure and maintain any Permits that shall be necessary for Contractor to perform its obligations under the terms of this Agreement.

2. Work.

2.1 General.

Upon the Commencement Date, Contractor shall furnish all labor, Contractor Vehicles, Contractor Trailers, Contractor Equipment, administrative services, materials, fuel, supplies, tools, parts, facilities and any other property necessary to market, broker, sell and remove the Equipment specified in **Exhibit A** from the South Meadows Site in accordance with the terms of this Agreement and Contractor's Operations Plan attached hereto as **Exhibit B** (the "Work").

- (a) Contractor shall fully cooperate with the Authority regarding the scheduling of its inspection, test running and appraisal of all Equipment specified in Exhibit A, the demonstration and/or showing of Equipment to potential buyers, and the loading and removal of sold Equipment from the South Meadows Site. Contractor covenants and agrees that it shall, at all times during the term of this Agreement, provide an adequate number of Contractor's Trailers, Vehicles and Contractor Equipment and personnel so as to insure the safe removal of the sold Equipment as quickly as practicable.

- (b) Contractor shall have a continuing obligation to protect against spillage or leakage of or from the Equipment from the Contractor's Trailers at all times during the loading, removal, transportation and delivery of same to the buyers thereof.
- (c) Contractor shall implement its Operations Plan as specified in **Exhibit B** and shall provide notice to the Authority of any difficulties in such implementation. The parties shall cooperate in making temporary or permanent modifications to Contractor's Operations Plan so that the Work does not impair any other operations at the South Meadows Site.
- (d) Contractor shall be fully responsible for the clean-up of any fluids, residues, or other substances that is spilled from the Equipment during loading, unloading or the transportation on any public or private road, railway or property. Contractor must act immediately, diligently and with all due dispatch to respond to the spill and to initiate clean-up activities in accordance with all Applicable Laws, and Contractor shall indemnify the Authority for and hold the Authority harmless against any and all claims or damages arising from or in connection with any such spill or clean-up activities. If clean-up of a spill is not initiated with all due haste by Contractor, the Authority, at its option but without any obligation to do so, may perform any clean-up not performed by Contractor and may deduct from any amount otherwise due to Contractor hereunder the costs incurred by the Authority in connection with any such clean-up.

2.2 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, Contractor's Operations Plan and any guidance given by applicable Authority staff while on the South Meadows Site.

2.3 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 the Authority, using its good faith and commercially reasonable discretion, determines that the Work has not been so performed, the Authority shall inform Contractor in writing of such determination, and Contractor shall, at its sole cost, undertake any and all measures requested by the Authority to insure that the Work is performed in accordance with such standards and terms; provided, however, that such measures will be in addition to, and not in derogation of, the absolute right on the part of the Authority to be fully promptly compensated by Contractor for all costs, damages, and additional expenses incurred, either directly or indirectly, by reason 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 the Authority as set forth in Section 8.2. The Authority may retain its costs, damages, and additional expenses

from any amounts due to the Contractor or any amounts that may become due to the Contractor. If the Authority's costs, damages, and additional expenses are in excess of any amount due or to become due the Contractor shall pay the Authority the difference on demand, plus interest at the maximum legal rate from the date of the demand until paid.

2.4 Commencement of Work.

Contractor shall commence performing the Work in accordance with the terms of this Agreement on the Commencement Date in accordance with the schedule in Contractor's Operations Plan.

2.5 Access to the South Meadows Site; Conditions.

The Authority hereby grants to Contractor, during the South Meadows Site's normal hours of operation or other hours as may be approved by the Authority, access to only those areas of the South Meadows Site necessary for Contractor to perform its obligations under this Agreement, provided that: (a) Contractor shall not interfere with any other operations being conducted at the South Meadows Site by either the Authority, or any other person or entity; and (b) Contractor is in compliance with all of the terms and conditions of this Agreement. If Contractor fails to comply with any of the foregoing conditions of access, the Authority shall provide Contractor with written notice of such failure and Contractor shall immediately cure such failure. Notwithstanding the foregoing, in the event that any failure by Contractor to comply with any of the foregoing conditions of access causes an emergency situation that either interferes with any of the operations being conducted at the South Meadows Site or presents a safety or security hazard to the Facility or to any personnel of the Authority working at the South Meadows Site, or any other person or entity, then the Authority shall immediately notify Contractor of such failure and emergency situation, and upon Contractor's receipt of such notice Contractor shall take immediate action to cure such failure. If Contractor does not immediately cure such failure, then the Authority shall have the right, without any obligation to do so, to immediately cure such failure causing such emergency situation, and Contractor shall reimburse the Authority for any and all reasonable costs and expenses incurred by the Authority in taking such curative action. If, within the thirty (30) day cure period set forth in this Agreement, except for emergency situations which shall require immediate action by the Contractor: (i) Contractor does not cure such failure, (ii) Contractor does not reimburse the Authority in full for any and all reasonable costs and expenses incurred by the Authority in taking any curative action, or (iii) the Authority, by taking any curative action, is unable to cure such failure, then such failure shall constitute a Contractor default hereunder and the Authority shall have the right to revoke the access granted to Contractor herein and to terminate this Agreement in accordance with Section 8.2 herein. Any payment, indemnity, defense, and insurance obligations of Contractor under this Agreement shall survive the termination of this Agreement.

2.6 Contractor's Vehicles, Contractor's Trailers and Storage of Contractor's Trailers

Contractor shall acquire and use in its performance of the Work, at Contractor's expense, such quantity of tractor-trailer trucks, roll-off trucks, flat-bed trucks or other vehicles (collectively "Contractor Vehicles"); all roll-off containers or other trailers ("Contractor Trailers") and all other cranes, forklifts, loaders, or other equipment ("Contractor Equipment") necessary to perform the Work. All Contractor Trucks, Contractor Trailers and Contractor Equipment used in the performance of the Work hereunder shall comply with all Applicable Laws governing the loading and transportation of the Equipment.

All Contractor's Vehicles and Trailers shall have Contractor's or Subcontractor's name painted on the outside of each vehicle in letters at least six (6") inches high or bear such other means of identification as may be acceptable to the Authority.

The Authority covenants and agrees that, during the term of this Agreement it shall provide sufficient space at the South Meadows Site for the storage of an adequate number of Contractor's Trailers, Contractor's Vehicles and Contractors Equipment to perform the Work. The type and quantity of Contractor's Vehicles and Contractor's Trailers must be approved by the Authority prior to their use and must conform to the requirements of the South Meadows Site. Contractor will provide at its sole cost sufficient labor and Contractor Equipment to load the Equipment onto the Contractors Vehicles and Trailers.

All drivers employed by Contractor or its Sub-contractors shall insure prior to leaving the South Meadows Site that all Equipment is sufficiently tied down, covered and/or contained such that no Equipment or residues or fluids emanating therefrom emanates from Contractor's Vehicles and Contractor's Trailers during the removal of the Equipment. Contractor shall maintain all Contractor's Vehicles and Trailers used in the performance of the Work in good condition and working order. The Authority shall have the right to refuse admittance to the South Meadows Site of any of Contractor Vehicles and Trailers that in the Authority's discretion are not so maintained. Contractor's Vehicles, Trailers or other equipment that requires maintenance or repair shall be removed from the Site promptly by Contractor at its sole cost and expense. No refueling of Contractor's Vehicles shall be permitted on the Site.

2.7 Change of Work.

In the event that the Authority determines during the term of this Agreement that any modifications to the Work are necessary to accommodate changes in operation of the South Meadows Site, then pursuant to the Authority's written request, Contractor shall promptly commence and perform the Work as so modified. The Authority shall consult with Contractor prior to making such written request and, at the Authority's discretion, make such accommodations as Contractor shall reasonably request as part of the institution of such modifications. If any adjustment(s) to the payments or fees set forth in **Exhibit C** are required, the Authority and Contractor shall mutually agree in writing on the amount of such adjustment(s) provided that the Authority's and Contractor's proportionate values, costs and returns associated with

the existing Work, to the extent applicable, shall be used to determine the appropriate increase or decrease. The Authority and Contractor shall endeavor to negotiate any such increase or decrease in good faith prior to the commencement of modified Work. Any modified Work commenced by Contractor at the Authority's written direction in the absence of such agreement is not a waiver of Contractor's right or claim to any necessary adjustment of fees. In the absence of such agreement, the Authority shall determine the extent of any adjustment to the Contractor's compensation for any Change of Work, which shall be final and binding on the Contractor and the Contractor shall diligently and without delay perform the Change of Work, subject to the Contractor's right to dispute the Authority's determination via dispute resolution as provided in this Agreement.

2.8 Authority's Inspection Rights.

Upon reasonable notice, the Authority shall have the right at all times during Contractor's performance of Work to inspect and observe Contractor's performance of the Work hereunder.

2.9 Contractor Cooperation.

Contractor shall perform all the Work in cooperation with the Authority and all the Authority's contractors and/or agents. Such cooperation shall include, but not be limited to, routine reporting, and communications with the Authority 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 from the press or any other media to the Authority.

2.10 Title to Equipment

At the South Meadows Site, title to the Equipment shall pass to Contractor's buyer upon consummation of a sale and loading of same on Contractor's Trailers and/or Contractor's Vehicles by the Contractor in accordance with Contractor's Operations Plan. All Equipment sales are final and in "as is – where is" condition. At no time shall title to the Equipment revert back to the Authority, or Equipment be returned to the Authority, after title passes to Contractor's buyer, regardless of any Change in Law.

2.11 Designated Facilities

At the South Meadows Site, Contractor's buyer shall accept the purchased Equipment for transportation to buyers designated facility. Contractor shall not change the designated facility without the prior written approval of the Authority.

2.12 Delivery Confirmation.

At the time Equipment exits the South Meadows Site, Contractor shall notify the Authority of the designated facility to which it intends to deliver such Equipment. At such designated facility, Contractor shall obtain a receipt showing that the Equipment has been delivered.

All scales used at the South Meadows Site shall at least annually be certified as accurate in accordance with the standards set by Applicable Laws. Contractor shall have access to such scales in accordance with Contractor's Operations Plan.

2.13 Inspection Rights

(a) the Authority may, at its option and upon reasonable notice and during normal operating hours, inspect the condition of and manner of Contractor's operations at the South Meadows Site, and review any applicable Permits, permit applications, licenses or certifications required of Contractor or Contractor's personnel for such operations. Contractor acknowledges that the Authority shall have no obligation to conduct such inspections and reviews, and that the Authority's failure to do so shall in no event constitute a waiver of Contractor's responsibility to comply with all Applicable Laws.

(b) In the event that the Authority, in the course of its inspection and review conducted under Section 2.13(a), discovers any violation by Contractor or any of its employees, Sub-contractors, or agents of any provision in this Agreement or any Applicable Laws, the Authority shall first provide Contractor with immediate notice of such violation and Contractor shall be wholly responsible for making any other required notifications pursuant to Applicable Law, including to Governmental Authorities. Contractor shall have the opportunity to cure such violation in accordance with Applicable Laws and the terms of Section 8.2 hereof.

2.14 Authorized Subcontracting

Contractor shall not Subcontract any portion of the Work without the prior written approval of the Authority. Such approval shall be conditioned upon Sub-contractors being subject to all terms and conditions of this Agreement.

3. Contractor and Authority Compensation

In consideration of the rights and privileges granted to Contractor herein, and of the Work to be provided by Contractor hereunder, as applicable, Contractor and the Authority shall be compensated in accordance with Contractor's Financial Proposal specified in **Exhibit C** subject to the terms and conditions of this Agreement.

Contractor's Financial Proposal specified in **Exhibit C** and administered in accordance with this Section 3 shall compensate Contractor for all Work provided under this Agreement includ-

ing but not limited to the cost of all labor, vehicles, equipment, utilities, fuel, chemicals, materials, supplies, advertising and marketing, insurances and financial security instruments, permits and authorizations, and third-party services and equipment. Contractor's Financial Proposal specified in **Exhibit C** and administered in accordance with this Section 3 shall further compensate the Authority for the sale of the Equipment specified on **Exhibit A**.

3.1 Deposit

On or before the Commencement Date, Contractor will pay to the Authority the Deposit specified in **Exhibit C**. Such Deposit shall be held by the Authority as guarantee of performance of Contractor's payment obligations to the Authority for the sale of the Equipment specified in **Exhibit A** in accordance with Contractor's Financial Proposal specified in **Exhibit C** and administered pursuant to Section 3.2 hereof. The Authority shall return Contractor's Deposit upon Contractor's satisfaction of such payment obligations within thirty (30) days of the expiration of the Term of this Agreement.

3.2 Billing and Payments

Within fifteen (15) days of the end of each month during the Term of this Agreement, Contractor shall submit a statement to the Authority detailing all Work undertaken in accordance with Contractor's Operations Plan during the preceding month and specifying all amounts due and owing to the Contractor or to the Authority in accordance with Contractor's Financial Proposal ("Statement"). Such statement shall be in a form acceptable to the Authority and shall include, but not be limited to, i) a report of Equipment inspections, test running and appraisals, ii) a report of Equipment marketing and advertising activities, and iii) a report of equipment showings and demonstrations to potential buyers, hereinafter the "Activity Report". Any fixed fees or reimbursable expenses due to Contractor for the items listed on such Activity Report shall be reflected on the Contractor's monthly Statement.

The Authority shall review each Statement and provide any Disputes within (15) days of its receipt thereof. The Authority will communicate any Disputes to the Contractor in a manner specified in Section 3.4 of this Agreement. If no such Disputes are communicated, the Authority shall pay Contractor such fixed fees and reimbursable expenses within thirty (30) days of receipt of such Statement.

Simultaneous with the submission of its monthly Statement and Activity Report, Contractor shall submit to the Authority a Sales Report depicting the status of negotiations with potential buyers and the consummation of sales in accordance with Contractor's Operations Plan. In the event that any Equipment sales were consummated in the preceding month Contractor shall remit payment of the Authority's percentage of gross sales due in accordance Contractor's Financial Proposal with submission of such Sales Report.

3.3 Invoice Disputes

In accordance with Section 3.2 of the Agreement, the Authority may dispute a Statement if the Authority disagrees with the Activity Report accompanying such Statement or the Authority disagrees with the calculation of fixed fees or reimbursable expenses shown on such Statement.

In the event that the Authority disputes any aspect of a Statement submitted by Contractor, it shall state the reasons therefore in writing and provide any backup documentation and calculations to Contractor within fifteen (15) days of its receipt thereof. The undisputed portion of such Statement shall be paid as specified in Section 3.2 hereof. The parties will negotiate in good faith to resolve the disputed portion. If the Parties are unable to resolve the disputed portion within ninety (90) days of the date of such dispute, the provisions of Section 8 hereof shall apply.

3.4 Survival of Payment Obligations

All payment obligations of the Authority and Contractor as defined by this Agreement shall survive the cancellation, expiration, interruption or termination of this Agreement.

3.5 Sales and Use Tax Exemption Payment Obligations

Pursuant to Section 12-412 (88) of the Connecticut General Statutes, the provision of Work under this Agreement is exempt from the payment of sales and use tax under Section 22a-270 of the Connecticut General Statutes, and the fees and reimbursable expenses provided for in this Agreement do not include any such tax. The Authority shall provide Contractor with a properly completed Connecticut Form CERT-131.

Pursuant to Section 22a-270 of the Connecticut General Statutes, the Authority 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 an Authority 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 the Authority, 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.

The Authority 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. Term

4.1 Term.

The Term of this Agreement shall begin on the Commencement Date and shall terminate, unless otherwise terminated in accordance with Section 8 of this Agreement, upon completion of the sale of all Equipment listed in Exhibit A and the final payment of Contractor and Authority Compensation in accordance with Article 3 hereof.

5. Indemnification.

5.1 Contractor Indemnity.

To the fullest extent allowed by Applicable Laws, the Contractor shall at all times protect, defend, indemnify and hold harmless the Authority 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) the Authority 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. Contractor further undertakes to reimburse the Authority for damage to property of the Authority caused by Contractor or any of its directors, officers, employees, agents or Subcontractors.

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

5.2 Contribution and Waiver.

To the fullest extent allowed by Applicable Laws, the Contractor shall also indemnify, defend and hold harmless, and hereby waives any claim for contribution against the Authority and/or any of its directors, officers, agents and employees, for any Environmental Claim arising in whole or in part from the performance under this Agreement by Contractor, or any of its directors, officers, agents, employees, Subcontractors, representatives or partners, irrespective of whether such performance is negligent or willful or breaches any term or provision of this Agreement.

5.3 Scope.

For purposes of Subsections 5.1, and 5.2 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 the Authority shall mean and include the Authority and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners.

5.4 Survival.

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

6. INSURANCE

6.1 Insurance

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

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).
2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto). An MCS 90 Endorsement and a CA 9948 Endorsement shall be attached **if any hazardous materials are transported by the Contractor during its performance of the Work.**

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

6.2 Minimum Limits of Insurance

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

1. Commercial General Liability:
 - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.
 - b. \$2,000,000 General Aggregate
 - c. \$1,000,000 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. \$1,00,000 Each Accident
 - b. \$1,00,000 Disease – Policy Limit
 - c. \$1,00,000 Disease – Each Employee
5. Excess/Umbrella Liability:

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

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

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

(b) Other Insurance Provisions

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

1. the Authority, 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 the Authority 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 the Authority's Risk Manager by fax to 860-757-7740, or by e-mail to riskmanager@ctmira.org, or by correspondence to the Authority, 300 Maxim Road, Hartford, Connecticut 06114.
3. The Contractor shall waive (and require their insurers and any subcontractor to waive) subrogation rights against the Authority 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 the Authority.

(d) Verification of Coverage

Contractor shall furnish the Authority with a Certificate of Insurance evidencing the coverages required under this Agreement and policy endorsements acceptable to the Authority stating the Authorities additional insured status and waiver of subrogation as required by this Agreement. All certificates and policy endorsements are to be received and approved by the Authority before the Work commences. Contractor shall provide new Certificates of Insurance and policy endorsements 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, including but not limited to the Authority as an additional insured on a primary and non-contributory basis and a waiver of subrogation in the Authority's favor.

7. Uncontrollable Circumstances.

7.1 General.

In the event either party is rendered unable, wholly or in part, by an Uncontrollable Circumstance, to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such an Uncontrollable Circumstance and to the extent that such party is using its commercially reasonable efforts to mitigate damages caused by such Uncontrollable Circumstance and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused by the Uncontrollable Circumstance but for no longer period. In the event that either party is unable to perform due to an Uncontrollable Circumstance for a period of ninety (90) days or more, the other party may terminate this Agreement in accordance with Section 9.2 hereof. For purposes of this agreement Uncontrollable circumstances means any of the following acts, events or conditions that have had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of either party under this Agreement, or a material adverse effect on the operation or use of the South Meadows Site, if such act, event or condition is beyond the reasonable control of the Authority or Contractor, respectively, and not the result of willful or negligent action or a lack of reasonable diligence, of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement and is the proximate cause of such failure to perform or comply, including, but not limited to, an act of God, epidemic, landslide, lightning, earthquake, hurricane,

fire, explosion, catastrophic storm, flood or similar occurrence, an act of war, terrorism, blockade, insurrection, riot, civil disturbance or similar occurrence.

7.2 Notice of Uncontrollable Circumstances.

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

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

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

8. Default and Termination; Remedies.

8.1 Authority Default in Payment.

In the event the Authority defaults in the payment of any sum when due hereunder, which is not the subject of a disputed invoice as set forth in Section 3.3, and unless such default is cured within thirty (30) days after the Authority's receipt of written notice thereof from Contractor, Contractor may terminate this Agreement by written notice to the Authority of such intention.

8.2 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, unless such default is cured within thirty (30) days after Contractor's receipt of written notice thereof from the Authority, the Authority may terminate this Agreement by written notice to Contractor of such intention.
- (b) Contractor fails to provide constant daily Work as required by this Agreement which disrupts the continuous marketing, brokerage, sale and removal of Equipment by Contractor as required hereunder and such default is not cured within thirty (30) days;

- (c) Contractor fails to maintain its insurance as required under Article 6 of this Agreement and such default is not cured within thirty (30) days;
- (d) Contractor fails to maintain any Permits, licenses or approvals issued by any Governmental Authority, or any agreements with any subcontractor, that would have a material adverse effect on Contractor's ability to perform the Work and such default is not cured within thirty (30) days;
- (e) Contractor fails to perform any other obligations or covenants under this Agreement and such failure shall continue for thirty (30) days after the date Contractor receives notice from the Authority of such failure, provided that, subject to the prior approval of the Authority, in the case of any matter that is not reasonably susceptible to cure within such thirty (30) day period, such cure period may be extended for such additional time as may be reasonably necessary to complete such cure with diligence, not to exceed ninety (90) days in total, or Contractor fails to perform any such obligations or covenants more than twice within any ninety (90) day period, regardless of whether such failures are cured within any applicable notice and cure period;
- (f) Contractor breaches any representation or warranty referenced herein, including, without limitation, any representations and warranties under Section 1.3.1 that would have a material adverse effect on Contractor's ability to perform the Work;
- (g) Contractor commits an Act of Bankruptcy; or
- (h) Contractor fails to cure emergency situations immediately, but in no event more than twenty-four (24) hours after such emergency situation arises regardless of whether the Contractor receives notice of such emergency situation from the Authority. For purposes of this Agreement, emergency situations means anything that poises a risk to health, safety or to the environment.

Upon the occurrence of a Contractor Default, the Authority shall have the right, but not the obligation, to (1) immediately cure such failure causing such disruption, and Contractor shall reimburse the Authority for any and all damages, including, but not limited to, attorney's fees, consultant cost and fees, surcharges or other fees and expenses incurred by the Authority in taking such curative action within thirty (30) days after the receipt by Contractor of an invoice from the Authority for such 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 the Authority 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 the Authority hereunder shall be cumulative and may be exercised singly, together, or in such combination or order as the Authority 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 the Authority under this Agreement or provided by law. The Authority's delay or failure to exercise any of its rights or powers contained herein shall not impair such rights or powers or be construed as a waiver of such remedies.

8.3 Compliance with Laws.

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

9. MISCELLANEOUS

9.1 Entire Agreement

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

9.2 Governing Law

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

9.3 Assignment

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

9.4 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 the Authority or Consultant thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

9.5 Modification

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

9.6 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 The Authority:

MIRA Dissolution Authority
300 Maxim Road
Hartford, Connecticut 06114
Attention: President & CFO

(bb) If to Contractor:

Attention: _____

9.7 Binding Effect

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

9.8 Severability

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

9.9 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 employ-

ee'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.

9.10 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.

10. 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 10 and all subsections hereof, "Contractor" and "Consultant" shall have the same meaning.

10.1 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:



10.2 Small Business Application

At the request of The Authority 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.

10.3 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.

10.4 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 F .

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.

10.5 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 E**.

10.6 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 circumvent 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.

10.7 The Authority's Representation Concerning Gifts

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, in signing this agreement, the authorized signatory of The Authority 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 LEFT 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.

MIRA DISSOLUTION AUTHORITY

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

[NAME OF CONTRACTOR]

By: _____
Its
Duly Authorized

[Signature page of AGREEMENT FOR REMOVAL OF INOPERABLE HEAVY EQUIPMENT, EQUIPMENT ATTACHMENTS AND/OR SCRAP METALS LOCATED AT THE HARTFORD CONNECTICUT SOUTH MEADOWS SITE]

EXHIBIT A: Equipment

RFP Note: The Equipment specified in Attachment A of the RFP, as such may be adjusted by any subsequent addenda, by Successful Proposer's proposal, and/or by any subsequent negotiations between the Authority and the Successful Proposer will be added by the Authority into the final agreement as Exhibit A.

EXHIBIT B: Contractor's Operations Plan

RFP Note: The Successful Proposers Project Approach and Schedule, as Specified in Section I.G.5 of the RFP, as such may be modified during subsequent negotiations with the Authority will be incorporated into this Exhibit B as Contractor's Operations Plan.

EXHIBIT C: Contractor's Financial Proposal

RFP Note: The Successful Proposers financial proposal, as such may be adjusted based on subsequent negotiations with the Authority, will be inserted by the Authority into the final Agreement.

EXHIBIT D:
CONSULTING AGREEMENTS REPRESENTATION

Pursuant to section 4a-81 of the Connecticut General Statutes, the Consultant represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "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.

_____ Consultant's Name and Title	_____ Name of Firm (if applicable)	
_____ Start Date	_____ End Date	_____ Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency Termination Date of Employment

The undersigned, being the person signing the Contract, swears that the representation in this Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature of person signing this Contract

Print Name

Date: _____

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court
or Notary Public

My Commission Expires



STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

- Initial Certification
- Updated Certification because of change of information contained in the most recently filed certification

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

OPM Form 1

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

_____ **My Commission Expires**



PROPOSAL FORM

RFP NUMBER: 24-AUTH-008

CONTRACT FOR: Marketing, Brokerage, Sale and Removal of Operable Heavy Equipment Located at the Hartford Connecticut South Meadows Site

PROPOSALS SUBMITTED TO: MIRA Dissolution Authority
300 Maxim Road
Hartford, Connecticut 06114

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

The undersigned (the “Proposer”) accepts and agrees to all terms and conditions of the Request For Proposals, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance as specified in Section I.J. of the RFP.

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

- negotiate the contract in good faith (The Authority reserves the right to limit any negotiations to exceptions included in Proposer’s proposal [as specified in Section I.G.7 of the RFP]);
- provide in a timely manner clarifications or additional information requested by The Authority during negotiations;
- attend meetings with The Authority and its Board, as necessary, to negotiate, obtain approval for and execute the contract; and
- bear all of its costs and expenses for contract negotiations and approval.

The Proposer recognizes that The Authority has no liability to any party until a contract is approved by its Board of Directors and executed by its President & CFO, and then only to the extent provided for in such contract.

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

- (a) Execute and deliver to The Authority two counterparts of the final Agreement, reflecting any agreed Exception, including:
 - i. Review the representations and certifications in Section 10 of the Agreement, and initial where applicable in Section 10.1 and 10.4;
 - ii. If applicable, execute and deliver to the Authority the Consulting Agreement Representation (Exhibit D of the Agreement);
 - iii. Execute and deliver to the Authority the Campaign Contribution Certification [OPM Form 1](Exhibit E of the Agreement).
- (b) Deliver to The Authority the requisite certificates of insurance;
- (c) Deliver to The Authority an up to date W-9 Request for Taxpayer Identification Number and Certification; and
- (d) Satisfy all other conditions of the Notice of Award.

3. PROPOSER'S OBLIGATIONS

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

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

4. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

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

Addendum Number	Date Issued

- (b) Without exception the Proposal is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Proposer is fully informed and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- (d) Proposer has studied and carefully correlated Proposer’s knowledge and observations with the Contract Documents and such other related data;
- (e) Proposer has given The Authority written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents and the written resolutions thereof by The Authority are acceptable to Proposer;
- (f) If Proposer has failed to promptly notify The Authority of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer and The Authority to be a waiver to assert these issues and claims in the future;
- (g) Proposer is aware of the general nature of work to be performed by The Authority and others that relates to the Services for which this Proposal is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the Services for which this Proposal is submitted.

5. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Proposal, Proposer acknowledges and agrees that Proposer shall not use any information made available to it or obtained in any examination made by it in connection with this RFP in any manner as a basis or grounds for a claim or demand of any nature against The Authority arising from or by reason of any variance which may exist between information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Services.

6. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

7. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

- (a) Recognizes and agrees that The Authority is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with Proposer's Proposal is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Proposer or any of its successors and/or assigns has or may have against The Authority or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

8. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

- (a) The prices in the Proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;

- (b) Unless otherwise required by law, the prices that have been quoted in this Proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to “opening” to any other person or company;
- (c) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;
- (d) Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; and
- (e) Proposer has not sought by collusion to obtain for itself any advantage for the Services over any other Proposer for the Services or over The Authority.

9. PROPOSER’S REPRESENTATIONS CONCERNING RFP FORMS

By submission of this Proposal, the Proposer, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFP Package Documents that are submitted to The Authority as part of its Proposal are identical in form and content to the preprinted forms in the RFP Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

10. PROPOSER’S WAIVER OF DAMAGES

Proposer and all its affiliates and subsidiaries understand that by submitting a Proposal, Proposer is acting at its and their own risk and Proposer does for itself and all its affiliates, subsidiaries, successors and assigns hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

- (a) Any action or inaction on the part of The Authority or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all Proposals by The Authority or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Services (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

11. ACKNOWLEDGEMENTS REGARDING AGREEMENT PROVISIONS

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

- (a) Affirmation regarding Nondiscrimination as Specified in Section II.A. of the RFP;

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

12. ATTACHMENTS

The following documents are attached hereto and made a part of this Proposal:

- (a) The Proposer's Proposal Price Form (RFP Attachment E)
- (b) The completed Background Questionnaire that has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court (RFP Attachment F);
- (c) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (RFP Attachment G);
- (d) The Proposer's Cover Letter as specified in Section I.G..2 of the RFP
- (e) The Proposer's Background and Experience Narrative as specified in Section I.G.4 of the RFP
- (f) The Proposer's Project Approach and Schedule as specified in Section I.G.5 of the RFP
- (g) The Proposer's Business Exceptions, if any, as specified in Section I.G.7 of the RFP
- (h) A copy of the Proposer's and each proposed Sub Consultant's up-to-date certificate of insurance showing all coverages required by Article 6 of the Proposed Agreement; and

13. PROPOSER INFORMATION AND NOTICES

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

Proposer Entity/Firm Name:		
Federal Employer ID Number (FEIN):		
Central Office/ Headquarters Address:	Address 1:	
	Address 2:	
	City, State, Zip Code:	
Servicing Office Address (if different than Central Office/ Headquarters):	Address 1:	
	Address 2:	
	City, State, Zip Code:	
Name of Parent Company (if any):		
Entity’s Legal Structure:	<input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Public Entity <input type="checkbox"/> Other	
State in Which Entity is Legally Organized:		
Proposer Contact:		
Title:		
Telephone Number:		
Fax Number:		
E-Mail Address:		

14. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 20__

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

Attachment E - Proposal Price Form

Proposal Price Form – Operable Heavy Equipment

(Units 1 through 42)

Proposer Name: _____

Instructions:

In the space provided below, Proposers may quote a uniform price payable by the Authority to the Contractor pursuant to Article 3 of the Agreement included as Attachment C to the RFP (if any) to Inspect and Test Run, Appraise, Market and Advertise, Load and Transport each Unit described on Attachment A to the RFP.

In the space provided below, Proposers may also quote a uniform Percentage of Gross Sales payable by the Contractor to the Authority pursuant to Article 3 of the Agreement included as Attachment C to the RFP for each Unit described on Attachment A to the RFP.

Uniform Price Quote:

- | | | |
|---|----|---------|
| 1. One Time / Per Unit Price to Inspect and Test Run (if any) - | \$ | _____ |
| 2. One Time / Per Unit Price to Appraise (if any) - | \$ | _____ |
| 3. One Time / Per Unit Price to Market and Advertise (if any) - | \$ | _____ |
| 4. One Time / Per Unit Price to Load and Transport (if any) - | \$ | _____ |
| 5. Percentage of Gross Sales to be Retained by Authority - | | _____ % |

Alternative Unit Specific Pricing

In the space provided in Attachment E-1, Proposers may quote a Unit – specific prices payable by the Authority to the Contractor pursuant to Article 3 of the Agreement included as Attachment C to the RFP (if any) to Inspect and Test Run, Appraise, Market and Advertise, Load and Transport individual Units described on Attachment A to the RFP.

In the space provided in Attachment E-1, Proposers may also quote a Unit – specific Percentage of Gross Sales payable by the Contractor to the Authority pursuant to Article 3 of the Agreement included as Attachment C to the RFP for individual Units described on Attachment A to the RFP.

***PRICING QUOTED FOR INDIVIDUAL UNITS ON ATTACHMENT D-1 ARE
SUBSTITUTED FOR ANY UNIFORM PER UNIT PRICES QUOTED ABOVE***

Deposit to be paid to the Authority on or before the Commencement Date in accordance with Article 3.1 of the Agreement included as Attachment C to the RFP \$ _____

Signed: _____

Print Name: _____

Date: _____



BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Materials Innovation and Recycling Authority (such individual or business entity hereinafter referred to as the "Contractor").

Please answer the following questions by placing an "X" in the appropriate box.

	Yes	No
<p>1. Has the Contractor or any of the following ever been the subject of a criminal investigation?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 1B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 1B, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 1B, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

CERTIFICATION

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 20 ____

 Notary Public/Commissioner of the Superior Court



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

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

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

LIST OF ACRONYMS

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

FOOTNOTES

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

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

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

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