



**REQUEST FOR PROPOSALS (“RFP”)
FOR
DELIVERY OF INTERRUPTIBLE CONTRACT WASTE
FROM JULY 1, 2015 TO JUNE 30, 2016
(RFP Number FY15-OP-006)
PROPOSAL DUE DATE – MARCH 6, 2015**

**Materials Innovation and Recycling Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722**

FEBRUARY 20, 2015

REQUEST FOR PROPOSALS
For
DELIVERY OF INTERRUPTIBLE CONTRACT WASTE
FROM JULY 1, 2015 TO JUNE 30, 2016

(RFP Number FY15-OP-006)

Materials Innovation and Recycling Authority
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**REQUEST FOR PROPOSALS
FOR
DELIVERY OF INTERRUPTIBLE CONTRACT WASTE
FROM JULY 1, 2015 TO JUNE 30, 2016**

SECTION 1

**NOTICE TO FIRMS
REQUEST FOR PROPOSALS**

MATERIALS INNOVATION AND RECYCLING AUTHORITY

NOTICE TO CONTRACTORS – REQUEST FOR PROPOSALS

The Materials Innovation and Recycling Authority (“MIRA”) is a quasi-public entity, a body politic and corporate, created pursuant to Public Act 14-94 as a successor authority to the Connecticut Resources Recovery Authority, and pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the “State”). MIRA has the responsibility for the planning, design, construction, financing, management, operation and maintenance of solid waste disposal, volume reduction, resource recovery facilities, and related facilities considered to be necessary, desirable, convenient or appropriate in carrying out the provisions of the state solid waste management plan.

One of MIRA’s facilities that manages municipal solid waste (“MSW”) is the Resource Recovery Facility (“RRF”) located in the South Meadows of Hartford which produces electricity through a waste-to-energy process.

The preponderance of the MSW needed by the RRF to produce electricity is received at the RRF via municipal service agreements (“MSAs”) and contractual agreements with waste haulers (“Contract Waste”), which agreements are not interruptible. MIRA has additional capacity available at the RRF – the available amount of that capacity, however, is subject to seasonal fluctuations in waste deliveries and to maintenance activities at the RRF. Therefore, by way of this RFP, MIRA is seeking proposals from qualified haulers to deliver MSW not otherwise committed, which such hauler(s) agree(s) to curtail the delivery thereof from time to time as instructed by MIRA, subject to the terms and conditions of this RFP Package Documents (“Interruptible Contract Waste” or “ICW”).

This RFP contemplates that MIRA will have approximately 70,000 tons of capacity available for the delivery of ICW via this RFP during the period from July 1, 2015 through June 30, 2016 (the “term”). MIRA is seeking proposals from qualified waste haulers for the delivery of a minimum of 10,000 tons of ICW directly into the RRF during the term, subject to the conditions herein this RFP, including quarterly delivery commitments specified in Exhibit C of the Agreement (Section 7 of the RFP Package Documents). Qualified waste haulers may propose to deliver any quantity of ICW during the term, provided that the minimum delivery quantity proposed must be at least 10,000 tons. MIRA reserves the right to enter into any agreement(s) which result from this RFP for any quantity of ICW greater than 10,000 tons which MIRA in its sole and absolute discretion believes to be in its best interest based on the available capacity at the RRF and MIRA’s evaluation of any proposals received.

Please note that this RFP contemplates that there will be a 28-day outage scheduled at the RRF during the month of April, 2016. MIRA anticipates that it may not require any Interruptible Contract Waste via this Agreement during the month of April as a result of this outage. MIRA reserves the right to commence curtailment in late March if necessary and will establish a more precise delivery schedule with the successful proposer(s).

Request For Proposal (“RFP”) package documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **on or after Friday, February 20, 2015**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of MIRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at MIRA’s offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at MIRA’s office. Payment should be made by check payable to “Materials Innovation and Recycling Authority.”

MIRA encourages firms interested in this RFP to submit a Notice Of Interest Form to MIRA. The Notice Of Interest Form is available on MIRA’s web site along with the other RFP documents. While not mandatory, MIRA will use the information provided on the Form to notify prospective proposers about the availability of addenda and other information related to the RFP.

Sealed proposals must be received at the offices of MIRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Thursday, March 6, 2015. MIRA reserves the right to reject any proposals received after the time and date set forth above. All proposals shall remain open for sixty (60) days after the proposal due date.

Proposals will be opened at MIRA’s convenience on or after the proposal due date. Note that all information submitted by a firm responding to this RFP is subject to Connecticut’s Freedom of Information Act.

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

All questions regarding this RFP must be submitted **in writing** to Roger Guzowski, Contract and Procurement Manager, by e-mail (rguzowski@ctmira.org) by fax (860) 757-7742, or by correspondence (MIRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3pm, **Wednesday, February 25, 2015**. Any firm considering submitting a proposal is prohibited from having any communications about this RFP or any resulting contract with any MIRA staff member or MIRA Board member except Mr. Guzowski.

**REQUEST FOR PROPOSALS
FOR
DELIVERY OF INTERRUPTIBLE CONTRACT WASTE
FROM JULY 1, 2015 TO JUNE 30, 2016**

**SECTION 2
INSTRUCTIONS TO PROPOSERS**

INSTRUCTIONS TO PROPOSERS

DELIVERY OF INTERRUPTIBLE CONTRACT WASTE FROM JULY 1, 2015 TO JUNE 30, 2016

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1. Introduction

The Materials Innovation and Recycling Authority (“MIRA”) is a quasi-public entity, a body politic and corporate, created pursuant to Public Act 14-94 as a successor authority to the Connecticut Resources Recovery Authority pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). MIRA has the responsibility for the planning, design, construction, financing, management, operation and maintenance of solid waste disposal, volume reduction, resource recovery facilities, and related facilities considered to be necessary, desirable, convenient or appropriate in carrying out the provisions of the state solid waste management plan.

Among MIRA’s facilities that manage municipal solid waste (“MSW”) is the Resource Recovery Facility (“RRF”) located in the South Meadows of Hartford which produces electricity through a waste-to-energy process, as part of the Connecticut Solid Waste System (“the System”).

The preponderance of the MSW needed by the RRF to produce electricity is received at the RRF via municipal service agreements (“MSAs”) and contractual agreements with waste haulers (“Contract Waste”), which agreements are not interruptible. MIRA has additional capacity available at the RRF – the available amount of that capacity, however, is subject to seasonal fluctuations in waste deliveries and to maintenance activities at the RRF. Therefore, by way of this RFP, MIRA is seeking proposals from qualified haulers to deliver MSW not otherwise committed, which such hauler(s) agree(s) to curtail the delivery thereof from time to time as instructed by MIRA, subject to the terms and conditions of this RFP Package Documents (“Interruptible Contract Waste” or “ICW”).

This RFP contemplates that MIRA will have approximately 70,000 tons of capacity available at the RRF for the delivery of ICW via this RFP during the period from July 1, 2015 through June 30, 2016 (the “term”). MIRA is seeking proposals from qualified waste haulers for the delivery of a minimum of 10,000 tons of ICW directly into the RRF during the term, subject to the conditions herein this RFP, including quarterly delivery commitments specified in Exhibit C of the Agreement (Section 7 of the RFP Package Documents). Qualified waste haulers may propose to deliver any quantity of ICW during the term, provided that the minimum delivery quantity proposed must be at least 10,000 tons. MIRA reserves the right to award any agreement(s) which result from this RFP for any quantity of ICW greater than 10,000 tons which MIRA in its sole and absolute discretion believes to be in its best interest based on the available capacity at the RRF and MIRA’s evaluation of any proposals received.

Please note that this RFP contemplates that there will be a 28-day outage scheduled at the RRF during the month of April, 2016. MIRA anticipates that it may not require any Interruptible Contract Waste via this Agreement during the month of April as a result of this outage. MIRA reserves the right to commence curtailment in late March if necessary and will establish a more precise delivery schedule with the successful proposer(s).

2. RFP Projected Timeline

The following is the projected timeline for the RFP process:

ITEM	DATE
RFP Documents Available	Friday, February 20, 2015
Deadline for Written Questions	3pm, Wednesday February 25, 2015
Response to Written Questions	Monday, March 2, 2015
Proposals Due at MIRA	3:00 p.m., Thursday, March 6, 2015
Selection and Notice of Award Issued	Pending approval by the MIRA Board of Directors (expected to be presented to the Board for approval at the March Board Meeting).
Expected start of Agreement	July 1, 2015

MIRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline and further reserves the right to reject any and all proposals and republish this RFP. MIRA also reserves the right at its sole and absolute discretion to terminate this RFP process at any time prior to the execution of any Agreement.

3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) AGREEMENT FOR DELIVERY OF INTERRUPTIBLE CONTRACT WASTE FROM JULY 1, 2015 THROUGH JUNE 30, 2016 (the “Agreement”), including all exhibits;
 - (2) RFP Package Documents (defined in (g) below)
 - (3) Addenda;
 - (4) Contractor’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);
 - (5) Notice Of Award; and
 - (6) Any written amendments to the Agreement.
- (c) **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.
- (d) **Notice Of Award:** Written notification from MIRA to the apparent successful proposer that states that MIRA has accepted such proposer’s proposal and sets forth the remaining conditions that must be fulfilled by such proposer before MIRA executes the Agreement.
- (e) **Contract Deliveries:** Shall mean the deliveries of Interruptible Contract Waste in accordance with the Contract Documents.
- (f) **Property:** The certain parcels of real property on which the RRF is located.
- (g) **RFP Package Documents:**
 - 1. Notice To Contractors – Request For Proposals
 - 2. Instructions To Proposers

3. Notice Of Interest Form
4. Mandatory Proposal Forms
 - 4.1. Proposal Form
 - 4.2. Proposal Price Form
 - 4.3. Business Information Form
 - 4.4. Background Questionnaire
 - 4.5. Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health And Safety
 - 4.6. Affidavit Concerning Nondiscrimination
 - 4.7. Iran Certification Form
 - 4.8. Business Exception Form
5. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
6. (Sample) Notice Of Award
7. (Form of) AGREEMENT FOR DELIVERY OF INTERRUPTIBLE CONTRACT WASTE FROM JULY 1, 2015 TO JUNE 30, 2016

- (h) **Site:** Those areas of the Property upon which any of the Contract Deliveries are to be delivered by the successful proposer in accordance with the Contract Documents.

Terms used, but not defined, in this Instructions To Proposers shall have the same respective meanings assigned to such terms in the Contract Documents.

4. MIRA Reserved Rights

During the entire solicitation process MIRA retains the right to:

- (a) Supplement, amend, or otherwise modify or cancel the solicitation process with or without substitution of another solicitation;
- (b) Issue additional or subsequent solicitations;
- (c) Investigate the qualifications of any entity under consideration (including subcontractors and parties otherwise related to a proposing entity);
- (d) Clarify the information provided pursuant to this RFP;
- (e) Request additional evidence or documentation to support the information included in any submittal;
- (f) Appoint an evaluation committee to review submittals and use the assistance of outside professionals in submittal evaluation;
- (g) Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;

- (h) Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
- (i) Enter into any final agreement(s) which result from this RFP for any quantity of ICW greater than 10,000 tons which MIRA in its sole and absolute discretion believes to be in its best interest based on the available capacity at the RRF and MIRA's evaluation of any proposals received.
- (j) Enter into a final agreement with terms that vary from the terms set forth in MIRA's solicitation documents;
- (k) Visit and examine any of the facilities referenced in any submittal and others owned, operated, and/or built by a Proposer to observe and view the operations at such facilities;
- (l) Conduct contract discussions with one or more submitting entities; and
- (m) Reject any and all submittals, or parts thereof, and/or to waive any informality or informalities in any proposal, if such rejection or waiver is deemed in the best interests of MIRA.

5. Communications With MIRA Staff and Board Members

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

6. Availability of RFP Package Documents

Complete sets of the RFP Package Documents may be obtained on the World Wide Web beginning Friday, February 20, 2015 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFP: DELIVERY OF INTERRUPTIBLE CONTRACT WASTE FROM JULY 1, 2015 THROUGH JUNE 30, 2016" link.

The RFP Package Documents are in PDF format. All of the forms included in the documents are also available for downloading in Microsoft Word format at the same place on MIRA's web site where the PDF of the RFP is located. Prospective Proposers can fill the forms out by typing the answers on their computer's keyboard. The forms can then be printed and submitted with the proposal. MIRA encourages firms to make use of the downloaded Word forms.

The RFP Package Documents are also available Monday through Friday, from 8:30 a.m. to 4:30 p.m. at MIRA's offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut

06103-1722, beginning on the same date. Anyone intending to pick up the documents at MIRA's offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at MIRA's office. Payment should be made by check payable to "Materials Innovation and Recycling Authority."

7. Notice of Interest

MIRA encourages entities interested in this RFP to submit a Notice Of Interest Form (Section 3 of the RFP Package Documents). The Notice Of Interest Form is available on MIRA's web site along with the other RFP documents. While not mandatory, MIRA will use the information provided on the form to notify prospective Proposers about the availability of addenda and other information related to the RFP.

8. Addenda And Interpretations

MIRA may issue Addenda to the RFP Package Documents that shall, upon issuance, become part of the RFP Package Documents and binding upon all potential or actual Proposers for the Deliveries. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Proposers. Any request for interpretation or clarification of any documents included in the RFP Package Documents must be **submitted in writing to Roger Guzowski by e-mail (rguzowski@ctmira.org), by fax (860-757-7742), or by correspondence (MIRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by MIRA by 3:00 p.m., Wednesday, February 25, 2015.**

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 7, above) or who picked up or requested from MIRA a printed copy of the RFP Package Documents. Such addenda will also be posted on MIRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "DELIVERY OF INTERRUPTIBLE CONTRACT WASTE FROM JULY 1, 2015 THROUGH JUNE 30, 2016" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than Monday, March 2, 2015.

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

9. Proposal Submittal Procedures

Sealed proposals shall be submitted no later than 3:00 p.m., Eastern Time, Thursday, March 6, 2015 at the offices of MIRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Roger Guzowski. MIRA reserves the right to reject any proposals received after the time and date set forth above.

Each proposer must submit one (1) original and two (2) copies of its proposal. The original proposal shall be stamped or otherwise marked as such.

Each proposal (the original and one copy) shall be enclosed in a sealed envelope that shall be clearly marked "Proposal for DELIVERY OF INTERRUPTIBLE CONTRACT WASTE FROM JULY 1, 2015 THROUGH JUNE 30, 2016."

The terms and conditions of the Agreement (Section 7 of the RFP Package Documents), as attached, are non-negotiable, other than as set forth on the Business Exception Form (Section 4.8 of the RFP Package Documents).

10. Proposal Open and Subject to Acceptance

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

11. 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.

12. Modification Or Withdrawl 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.

13. Proposal Contents

Proposals shall be submitted on forms provided by MIRA as part of this proposal package, all of which forms must be completed with the appropriate information required and all blanks on such forms filled in.

A proposal must consist of the following and must be in the following order:

- (a) Title page, including the title of the solicitation, the name of the proposer and the date the proposal is submitted;
- (b) Cover letter, signed by a person authorized to commit the proposer to the contractual arrangements with MIRA, which includes the following:
 - (1) The name of the proposer;
 - (2) The legal structure of the proposer (e.g., corporation, joint venture, etc.);
 - (3) A clear statement indicating that the attached proposal constitutes a firm and binding offer by the proposer to MIRA considering the terms and conditions outlined in the RFP; and

- (4) The proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 14.2 of this Instructions To Proposers);
- (c) Table of Contents for the proposer's proposal (i.e., not the Table of Contents for the RFP Package Documents);
- (d) The completed Proposal Form (Section 4.1 of the RFP Package Documents), with Addenda, if any, listed in the appropriate place (Page 2 of the Proposal Form), the name and address of the contact for Notices listed in the appropriate place (Page 7 of the Proposal Form) and the completed agreement section (Page 7 of the Proposal Form);
- (e) The completed Proposal Price Form (Section 4.2 of the RFP Package Documents);
- (f) The completed Business Information Form (Section 4.3 of the RFP Package Documents);
- (g) The completed Background Questionnaire (Section 4.4 of the RFP Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (h) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 4.5 of the RFP Package Documents), 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;
- (i) The completed Affidavit Concerning Nondiscrimination (Section 4.6 of the RFP Package Documents), subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
- (j) The completed Iran Certification Form (Section 4.7 of the RFP Package Documents), subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
- (k) The completed Business Exception Form (Section 4.8 of the RFP Package Documents) – if such form is being submitted by proposer.
- (l) A copy of the proposer's up-to-date certificate of insurance showing all current insurance coverage.

Proposers should not include in their proposals other portions of the RFP Package Documents (e.g., this Instructions To Proposers or the Agreement).

A proposer may include additional information as an addendum/appendix to its proposal if the proposer thinks that it will assist MIRA in evaluating the proposer's proposal. A pro-

poser should not include information that is not directly related to the subject matter of this solicitation.

14. Proposal Opening

All proposals will be opened at MIRA's convenience on or after the proposal due date.

MIRA reserves the right to reject any or all of the proposals, or any part(s) thereof, and/or to waive any informality or informalities in any proposal or the RFP process for these Contract Deliveries.

15. Proposal Evaluation

The award of the contract for the Contract Deliveries will be made, if at all, to the proposer(s) whose evaluation by MIRA results in MIRA determining that such award to such proposer(s) is in the best interests of MIRA. **However, the selection of a proposer(s) and the award of such contract, while anticipated, are not guaranteed.**

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

15.1 Evaluation Criteria

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

1. Pricing;
2. Proven ability of the proposer to perform the Contract Deliveries required by the Contract Documents;
3. Any other factor or criterion that MIRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

15.2 Affirmative Action Evaluation Criteria

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

- (a) The proposer's success in implementing an affirmative action plan (see Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 4.5 of the RFP Package Documents));

- (b) 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 the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (4.5 of the RFP Package Documents));
- (c) The proposer’s promise to develop and implement a successful affirmative action plan (see Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 4.5 of RFP Package Documents));
- (d) The proposer’s submission of EEO-1 data indicating that the composition of its Deliveries force is at or near parity when compared to the racial and sexual composition of the Deliveries force in the relevant labor market area (See Section 13(i) of this Instructions To Proposers); and
- (e) The proposer’s promise to set aside a portion of the contract for legitimate minority business enterprises (see Section 13(b) of this Instructions To Proposers).

16. Contract Award

The successful Proposer will be required to execute a written agreement, “Agreement For Delivery of Interruptible Contract Waste From July 1, 2015 through June 30, 2016” (the “Agreement”). The form of this Agreement is included as **Section 7 of the enclosed RFP Package Documents**. The Proposer substantially agrees to all the terms and conditions of this attached Agreement.

The successful Proposer will be responsible, at its sole cost and expense, for undertaking the Contract Deliveries.

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

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

17. Affidavit Concerning Consulting Fees

Pursuant to *Connecticut General Statutes* Section 4a-81, the apparently successful Proposal submitter(s) must submit an affidavit stating that, except as specified in the affidavit, it has not entered into any contract with a consultant in connection with the RFP whereby any duties of the consultant pursuant to the contract require the consultant to pursue communications concerning the business of MIRA, whether or not direct contract with MIRA was expected or made (see Exhibit G of the Agreement, Section 7 of the RFP Package Documents).

18. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful proposer(s) must submit a document certifying that it has not given any gifts to certain individuals between the date MIRA started planning the RFP and the date the Agreement is executed. If the apparently successful Proposer does not execute the Certification, it will be disqualified for the Agreement. The dates between which the proposer may not give gifts and the identities of those to whom it may not give gifts are specified in the Contractor's Certification Concerning Gifts (see Exhibit H of the Agreement, Section 7 of the RFP Package Documents).

19. Proposer's Qualifications

MIRA may make any investigation deemed necessary to determine the ability of any proposer to perform the Deliveries required. Each proposer shall furnish MIRA with all such information as may be required for this purpose.

20. Proposal Preparation And Other Costs

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

**REQUEST FOR PROPOSALS
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FROM JULY 1, 2015 TO JUNE 30, 2016**

SECTION 3

NOTICE OF INTEREST FORM



NOTICE OF INTEREST FORM

Individuals and firms that have an interest in the Materials Innovation and Recycling Authority (“MIRA”) solicitation listed below are encouraged to submit this Notice Of Interest Form to MIRA as early as they can. Request For Bids/Proposals/ Qualifications documents and other information released by MIRA related to the solicitation will be directly provided to those firms that have submitted this Form to MIRA.

Solicitation:	Delivery of Interruptible Contract Waste From July 1, 2015 To June 30, 2016
RFP Number:	RFP 15-OP-006

Provide the following information about the individual/firm and the contact person for the firm.

Name of Individual/Firm:	
Name of Contact Person:	
Title of Contact Person:	
Mailing Address 1:	
Mailing Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

Submit this form to the MIRA contact listed below via e-mail, fax or correspondence as listed below.

MIRA Contact:	Roger Guzowski
E-Mail Address:	<u>rguzowski@ctmira.org</u>
Fax Number:	(860) 757-7742
Correspondence Address:	Materials Innovation and Recycling Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103

**REQUEST FOR PROPOSALS
FOR
DELIVERY OF INTERRUPTIBLE CONTRACT WASTE
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SECTION 4

PROPOSAL FORMS

Includes

- 4.1. Proposal Form**
- 4.2. Proposal Price Form**
- 4.3. Business Information Form**
- 4.4. Background Questionnaire**
- 4.5. Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health And Safety**
- 4.6. Affidavit Concerning Nondiscrimination**
- 4.7. Iran Certification Form**
- 4.8. Business Exception Form**



PROPOSAL FORM

RFP NUMBER: 15-OP-006

CONTRACT FOR: Delivery of Interruptible Contract Waste From July 1, 2015 To June 30, 2016

RFP SUBMITTED TO: Materials Innovation and Recycling Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

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, Instructions To Proposers, and any Addenda to any such documents.

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

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

- negotiate the contract in good faith;
- provide in a timely manner clarifications or additional information requested by MIRA during negotiations;
- attend meetings with MIRA and its Board, as necessary, to negotiate, obtain approval for and execute the contract; and
- bear all of its costs and expenses for contract negotiations and approval.

The Proposer recognizes that MIRA has no liability to any party until a contract is approved, and only to the extent provided for in such contract.

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

- (a) Execute and deliver to MIRA the required number of counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to MIRA the Contractor’s Certification Concerning Gifts;
- (c) Execute and deliver to MIRA the Affidavit Concerning Consulting Fees
- (d) Deliver to MIRA the requisite certificates of insurance;
- (e) Execute and deliver to all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (f) Satisfy all other conditions of the Notice Of Award.

3. PROPOSER’S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

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

Addendum Number	Date Issued

- Without exception, the Proposal is premised upon performing, finishing, and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures (if any) that may be shown, indicated, or expressly required by the Contract Documents;
- Proposer is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;

- Proposer has studied and carefully correlated Proposer's knowledge and observations with the Contract Documents and such other related data;
- Proposer has given MIRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents;
- If Proposer has failed to promptly notify MIRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer and MIRA to be a waiver to assert these issues and claims in the future;
- Proposer is aware of the general nature of Services to be performed by MIRA and others that relates to the Services for which this Proposal is submitted; and
- The Contract Documents are generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the Services for which this Proposal is submitted

4. PROPOSER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Proposal, Proposer acknowledges and agrees that:

- (a) All information and data included in the RFP Package Documents relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the Proposers;
- (b) MIRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site;
- (c) Proposer is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Proposer has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Work.

5. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Proposal, Proposer acknowledges and agrees that Proposer shall not use any information made available to it or obtained in any examination made by it in connection with this RFP in any manner as a basis or grounds for a claim or demand of any nature against MIRA arising from or by reason of any variance which may exist between

information offered or so obtained and the actual conditions encountered during performance of any of the Services.

6. PROPOSER’S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

7. PROPOSER’S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

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

8. PROPOSER’S REPRESENTATIONS CONCERNING NON-COLLUSION

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

- (a) The prices in the Proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
- (b) Unless otherwise required by law, the prices that have been quoted in this Proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to the “Proposal opening” to any other person or company;
- (c) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;

- (d) Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; and
- (e) Proposer has not sought by collusion to obtain for itself any advantage for the Work over any other Proposer for the Work or over MIRA.

9. PROPOSER’S REPRESENTATIONS CONCERNING RFP FORMS

By submission of this Proposal, the Proposer, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of disqualification from the procurement process all of the forms included in the RFP that are submitted to MIRA as part of its Proposal are identical in form and content to the preprinted forms in the 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:

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

11. PROPOSER’S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to MIRA’s solicitation expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 5 [SEEC Form 11] of the RFP Package Documents.

12. ATTACHMENTS

The following documents are attached hereto and made a part of this Proposal, each completely filled out by the Proposer, and, where called for by the respective form, signed before a Notary Public or Commissioner of the Superior Court:

- Proposal Form 1 - This Proposal Form, completed in its entirety and signed by the Proposer;
- Proposal Form 2 – Proposal Price Form;
- Proposal Form 3 – Business Information Form;
- Proposal Form 4 – Background Questionnaire;
- Proposal Form 5 – Questionnaire Concerning Affirmative Action;
- Proposal Form 6 - Affidavit Concerning Nondiscrimination;
- Proposal Form 7 – Iran Certification Form;
- Proposal Form 8 – Business Exception Form (if submitted).

13. NOTICES

Communications concerning this Proposal should be addressed to Proposer at the address set forth below.

Proposer Name:	
Proposer Contact:	
Title:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

14. ADDITIONAL REPRESENTATION

Proposer hereby represents that the undersigned is duly authorized to submit this Proposal on behalf of Proposer.

AGREED TO AND SUBMITTED ON _____, 20 __

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



PROPOSAL PRICE FORM

Exhibit C of the (Form of) Agreement (Section 7 of the RFP Package Documents) specifies four (4) delivery periods and a tonnage of Contract Deliveries for each period, which is subject to the terms and conditions therein.

The number of tons per year proposed herein shall be delivered to the RRF in a manner consistent with the delivery periods specified in Exhibit C of the (Form of) Agreement.

Notes:

1. Deliveries of ICW under this RFP must be delivered directly to the RRF and cannot be delivered into the System via the Essex, Torrington, or Watertown transfer stations.
2. ICW deliveries included in this Proposal Price Form are for deliveries proposed exclusive to this proposal (and any resulting agreement), discrete and separate from any other agreement for ICW or Contract deliveries between the Proposer and MIRA.

	Number of Tons per year Contractor proposes to deliver to RRF.	Price per ton Contractor will pay to MIRA for tons delivered to RRF.
Contract Deliveries of ICW into the RRF in Hartford.	_____	_____



BUSINESS INFORMATION FORM

Bidder/Proposer/Statement of Qualifications Submitter (hereinafter collectively referred to as "Contractor" must provide the information requested in the following sections.

1. CONTRACTOR INFORMATION

Name of Entity:					
Central Office/ Headquarters Address:	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Servicing Office Address (if different than Central Office/ Headquarters Address):	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:					
Year Entity Started:		Number of Employees:		Number of Offices:	
Location(s) of Offices (City and State):					
Brief History of the Entity:					

Overview of Entity's Principal Lines of Work:	
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2. DESIGNATED HAULER INFORMATION

	Yes	No
Will Contractor use one or more designated hauler(s) other than the Contractor, to, as an agent of the Contractor, deliver ICW to the RRF in accordance with the Agreement?	<input type="checkbox"/>	<input type="checkbox"/>

If Contractor answered "yes" to the above question, provide the following information concerning the designated hauler(s). If Contractor will use more than three entities, copy page 3 of the Form and provide the requested information on the additional designated hauler(s).

Designated Hauler 1	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Designated Hauler 1 will have in providing the Contract Deliveries.	

Designated Hauler 2	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Designated Hauler 2 will have in providing the Contract Deliveries.	

Designated Hauler 3	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Designated Hauler 3 will have in providing the Contract Deliveries.	



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

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

LIST OF ACRONYMS

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

FOOTNOTES

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

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

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

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



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Materials Innovation and Recycling Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "AGREEMENT FOR DELIVERY OF INTERRUPTIBLE CONTRACT WASTE FROM JULY 1, 2015 TO JUNE 30, 2016" (the "Agreement") with the Materials Innovation and Recycling Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes follow.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;



IRAN CERTIFICATION FORM (OPM Form 7)

This form must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Materials Innovation and Recycling Authority.

I, _____ (name), _____ (title) of
 _____ (firm name, hereafter "Respondent") an entity duly formed and existing under
 the laws of _____, being duly sworn, hereby depose that:

- i. I am over the age of eighteen and understand and appreciate the obligations of an oath
- ii. Respondent seeks to enter into the "AGREEMENT FOR DELIVERY OF INTERRUPTIBLE CONTRACT WASTE FROM JULY 1, 2015 TO JUNE 30, 2016" (the "Agreement") with the Materials Innovation and Recycling Authority; and
- iii. Respondent hereby certifies as follows:

Section 1: APPLICABILITY

Check applicable box (*must be completed regardless of where the Respondent's principal place of business is located*):

Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the Section 2: Certification portion of this form, but are still required to complete Section 3 of this form.**

Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **Respondents who check this box are required to complete all sections of this form.**

Please complete this form as specified in this Section 1 and submit it with the RFB, RFP or RFQ response or contract package if there was no RFB, FRP, or RFQ process.

Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

Section 2: CERTIFICATION

Pursuant to P.A. No. 13-162, upon submission of a bid, or prior to executing a large state contract if no bid process was conducted, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Section 3: AFFIRMATION

Note: This Section 3 must be completed even if Section 2 of this form was not required based on the responses in Section 1 of this form.

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)



**BUSINESS EXCEPTION
FORM**

Using this form (add additional sheets of paper as needed), Proposer shall identify any portion of the services required or described in the RFP Package Documents, or any provision of the Agreement that Proposer desires to take exception to, including insurance, if any.

Proposer shall be specific regarding any exceptions listed. Proposer shall describe in detail the portion(s) of the Services or Agreement terms that the Proposer is taking exception to and why. Proposer shall also describe what, if any, alternative services, terms, or conditions Proposer is willing to provide or accept as a substitution for the Service, terms, or conditions to which Proposer has taken exception, if any.

If Proposer does not take exception to any portion of the Services required or described in this RFP Package Documents or to any terms of the Agreement, Proposer shall simply indicate below that Proposer “takes no exceptions”, and submit this form along with the other Proposal forms as part of its Proposal submittal.

Note that MIRA will negotiate with Proposer on only those items identified by Proposer on this Business Exception Form. Also note that revisions to the services or Agreement will be at MIRA’s sole discretion. Also note that pursuant to State of Connecticut statutes and regulations, the Agreement contains a number of provisions that MIRA, as a quasi-public entity, is required to incorporate in all of its contracts and are, therefore, non-negotiable.

	Description of Exception Item	Reason for Exception	Proposed Alternative
1.			
2.			

Description of Exception Item	Reason for Exception	Proposed Alternative
3.		
4.		
5.		
6.		
7.		

**REQUEST FOR PROPOSALS
FOR
DELIVERY OF INTERRUPTIBLE CONTRACT WASTE
FROM JULY 1, 2015 TO JUNE 30, 2016**

SECTION 5

**SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN
CONTRIBUTION AND SOLICITATION BAN**

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public

agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**REQUEST FOR PROPOSALS
FOR
DELIVERY OF INTERRUPTIBLE CONTRACT WASTE
FROM JULY 1, 2015 TO JUNE 30, 2016**

SECTION 6

(Sample) NOTICE OF AWARD



NOTICE OF AWARD

TO: [NAME OF CONTACT FOR SUCCESSFUL PROPOSER]
[NAME OF SUCCESSFUL PROPOSER]
[ADDRESS 1 OF SUCCESSFUL PROPOSER]
[ADDRESS 2 OF SUCCESSFUL PROPOSER]

RFP NO.: RFP 15-OP-006

CONTRACT: DELIVERY OF INTERRUPTIBLE CONTRACT WASTE FROM
JULY 1, 2015 TO JUNE 30, 2016

The Materials Innovation and Recycling Authority (“MIRA”) has considered the Proposal submitted by you dated [DATE] in response to MIRA’s Notice To Firms – Request For Proposals for the above-referenced Work, which Work is more particularly described in the Agreement For Delivery of Interruptible Contract Waste From July 1, 2015 To June 30, 2016 (the “Contract Deliveries”).

You are hereby notified that your firm has been selected to perform the Contract Deliveries. Within ten (10) days from the date of this Notice of Award you are required to:

- (a) Execute the two attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to MIRA. Such execution includes entering the requested information in the “Notices” Section (Section 16(k), Page 8) of the Agreement, signing the Agreement (Page 10), printing the signer’s name under the signature line (Page 10) and printing the signer’s title following the word “Its” (Page 10);
- (b) Execute the attached Contractor’s Certification Concerning Gifts and deliver such executed Certification to MIRA;
- (a) Execute the attached Affidavit Concerning Consulting Fees and deliver such executed Affidavit to MIRA;
- (c) Deliver to MIRA the requisite certificates of insurance showing all of the coverages required by the Connecticut Solid Waste System Permitting, Disposal & Billing Procedures;
- (d) Complete and deliver to MIRA a completed Form W-9, “Request for Taxpayer Identification Number and Certification;” and
- (e) Satisfy all other conditions set forth herein.

As you have agreed, the terms and conditions of the Agreement, as attached, are non-negotiable.

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (e) above, MIRA will be entitled to consider all your rights arising out of MIRA's acceptance of your Proposal as abandoned and terminated. MIRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

You are required to acknowledge your receipt of this Notice Of Award by signing below and returning the same to MIRA at the following address:

Materials Innovation and Recycling Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103
Attention: Roger Guzowski

Dated this _____ day of _____, 2014.

Materials Innovation and Recycling Authority

By: _____
Roger Guzowski
Title: Contract and Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2015.

By:

Signature: _____

Name (print/type): _____

Title: _____

**REQUEST FOR PROPOSALS
FOR
DELIVERY OF INTERRUPTIBLE CONTRACT WASTE
FROM JULY 1, 2015 TO JUNE 30, 2016**

SECTION 7

**(Form of) AGREEMENT FOR DELIVERY
OF INTERRUPTIBLE CONTRACT WASTE
FROM JULY 1, 2015 TO JUNE 30, 2016**

CONNECTICUT SOLID WASTE SYSTEM
AGREEMENT FOR THE DELIVERY OF INTERRUPTIBLE CONTRACT WASTE
FROM JULY 1, 2015 TO JUNE 30, 2016

This CONNECTICUT SOLID WASTE SYSTEM AGREEMENT FOR THE DELIVERY OF INTERRUPTIBLE CONTRACT WASTE FROM JULY 1, 2015 TO JUNE 30, 2016 (this "Agreement") is made and entered into as of this [DATE], by and between the **MATERIALS INNOVATION AND RECYCLING AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, Hartford, Connecticut 06103-1722 (hereinafter "MIRA"), and [HAULER NAME], a [State and form of Hauler], having its principal offices at [Address](hereinafter "Hauler"). MIRA and Hauler are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties." This Agreement shall be effective as of July 1, 2015 (the "Effective Date").

Preliminary Statement

On and after the Effective Date and pursuant to the terms and conditions set forth below, MIRA is willing to accept through its Connecticut Solid Waste System ("CSWS") certain "Acceptable Solid Waste," as defined in MIRA's CSWS Permitting, Disposal & Billing Procedures (the "Procedures"), attached hereto as **Exhibit A** and made a part hereof, and delivered by or on behalf of Hauler to MIRA's CSWS Resource Recovery Facility located in Hartford, Connecticut (the "RRF"). Such Acceptable Solid Waste is referred to herein as "Interruptible Contract Waste" or "ICW." The Interruptible Contract Waste shall exclude any and all Acceptable Solid Waste 1) generated within the corporate boundaries of any of the "Tier 1 Participating Municipalities" listed in **Exhibit B** hereto; 2) committed to the CSWS pursuant to a Tier 2 or Tier 3 Municipal Services Agreement; or 3) committed to the CSWS pursuant to the Hauler's Connecticut Solid Waste System Solid Waste and Recyclables Delivery Agreement; such excluded waste being referred to herein as "System Waste."

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

Terms and Conditions

1. This Agreement shall commence on the Effective Date and shall terminate on June 30, 2016, unless sooner terminated according to its provisions (with such period referred to herein as the "Term").

2. Prior to delivering any Interruptible Contract Waste to the RRF, Hauler shall obtain all permits that are required by the Procedures and shall comply with all other pre-delivery requirements set forth therein and in the applications (including instructions) for such permits. Hauler shall also, at all times, comply with the Procedures, including any amendments thereto that are made by MIRA from time to time. During the Term, MIRA shall not amend, substitute for, supersede or otherwise change the definition of Acceptable Solid Waste in effect

as of the Effective Date, for purposes of this Agreement. Hauler's failure to comply with such Procedures on or before the Effective Date shall not be cause for offset of the Contract Deliveries defined in Section 4 herein.

3. Prior to delivering any Interruptible Contract Waste to the RRF, Hauler shall submit, along with its permit application, a guaranty of payment in accordance with the Procedures.

4. During the Term, Hauler shall deliver to the RRF a minimum quantity of Interruptible Contract Waste as specified in Exhibit C (such quantity the "Contract Deliveries"). Hauler shall be financially obligated to make the Contract Deliveries under a "put or pay" commitment subject to the terms set forth in Exhibit C hereto. Hauler shall not seek to deliver, and MIRA shall have no obligation to accept, Interruptible Contract Waste in any amount greater than the Contract Delivery Cap for any Contract Delivery Period (as each of these terms is defined in Exhibit C hereto), unless agreed to by MIRA in its sole and absolute discretion. The Contract Deliveries shall be delivered in the amounts, and pursuant to the schedule of Contract Delivery Periods set forth in Exhibit C hereto.

5. Except as provided in Section 7 below, MIRA shall accept Interruptible Contract Waste delivered by Hauler hereunder in the quantities, frequencies and periods set forth in Exhibit C hereto, and shall process such waste in accordance with all applicable laws and regulations.

6. At no time shall Hauler mix loads of Interruptible Contract Waste with loads of System Waste that Hauler collects pursuant to any agreement with MIRA or with another entity, or that comes into Hauler's possession through other means. If at any time MIRA determines in its sole discretion, reasonably exercised, that any load(s) delivered pursuant to this Agreement contain any quantity of System Waste, MIRA shall charge and Hauler shall pay, in lieu of the amounts otherwise required hereunder, a tip fee of \$66 per ton for the entire amount of such load(s).

7. During times of unscheduled boiler outages or other disruptions resulting in a reduction in the available throughput capacity at the RRF, or other Force Majeure Event, MIRA may curtail deliveries of Interruptible Contract Waste to the RRF. MIRA shall provide Hauler forty-eight hour advance notice by email at any time such curtailment is necessary. Prior to curtailing any waste deliveries hereunder, however, MIRA shall first curtail 1) all deliveries of Spot Waste (as defined in Section 2.5 of the Procedures), and 2) all deliveries pursuant to any Agreement for the Delivery of Interruptible Contract Waste which takes effect on a date subsequent to the Effective Date. In the event that MIRA has entered into more than one Agreement for the Delivery of Interruptible Contract Waste effective on or before the Effective Date, the order of curtailment of deliveries of waste pursuant to such agreements shall begin with the lowest price waste; none of the higher-priced Interruptible Contract Waste will be interrupted before all of the lower-priced Interruptible Contract Waste has been interrupted. The maximum number of consecutive days that MIRA may shut out attempted deliveries of Interruptible Contract Waste to the RRF for reasons detailed in this Section 7 is thirty days.

Upon the conclusion of each Contract Delivery Period stated in Exhibit C, MIRA shall calculate the total number of tons of Interruptible Contract Waste that Hauler has actually delivered during

such period. If that calculation is less than the Contract Deliveries for such period, MIRA shall invoice Hauler the applicable Delivery Payments determined in accordance with Exhibit C. Such Delivery Payments shall be included on Hauler's next monthly invoice and payable to MIRA in accordance with the terms hereof. If the total number of such tons delivered is less than the Contract Deliveries, MIRA shall credit Hauler on such invoice for the total number of Interruptible Contract Waste tons that would have been delivered by Hauler during any period(s) that MIRA shut out deliveries thereof (the "Shut Out Tons"). In this case the amount of Shut Out Tons for any period shall be the number of tons that MIRA directed the Hauler to curtail during that period as confirmed by email between MIRA and Hauler. MIRA may, but is not required to, accept under the terms of this Agreement, in lieu of Delivery Payments, additional tons of Interruptible Contract Waste from Hauler during subsequent Contract Delivery Periods intended to compensate MIRA for Hauler's failure to meet its Put or Pay commitment.

8. During the Term, Hauler shall pay to MIRA a fee of: [PRICING TO BE DETERMINED].

9. Hauler shall protect, indemnify and hold harmless MIRA and its directors, officers, employees, representatives, agents and permitted assigns (individually a "MIRA Indemnified Party") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs and expenses including attorney's fees, and suits or actions, and will defend the MIRA Indemnified Parties in any suit or action including appeals, for (a) personal injury to, or death of, any person or persons, or loss or damage to property arising out of the performance or non-performance by Hauler of its obligations hereunder, (b) the breach of any obligation of Hauler herein contained, or (c) any misrepresentation or breach of warranty by Hauler herein contained. Hauler shall not, however, be required to reimburse or indemnify any MIRA Indemnified Party for loss or claim due to the willful misconduct or negligence of any MIRA Indemnified Party, and the MIRA Indemnified Party whose willful misconduct or negligence is adjudged by a court of competent jurisdiction to have caused such loss or claim will reimburse Hauler (without duplication) for the costs of defending any suit as required above. A MIRA Indemnified Party shall promptly notify Hauler of the assertion of any claim against it for which it may be entitled to be indemnified hereunder, shall give Hauler the opportunity to defend such claim, and shall not settle such claim without the approval of Hauler. These indemnification provisions are for the protection of the MIRA Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement

10. To the extent permitted by law, MIRA shall protect, indemnify and hold harmless Hauler and its directors, officers, members, managers, employees, representatives, agents and permitted assigns (individually a "Hauler Indemnified Party") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs and expenses including attorney's fees, and suits or actions, and will defend the Hauler Indemnified Parties in any suit or action including appeals, for (a) personal injury to, or death of, any person or persons, or loss or damage to property arising out of the performance or non-performance by MIRA of its obligations hereunder, (b) the breach of any obligation of MIRA herein contained, or (c) any misrepresentation or breach of warranty by MIRA herein contained. MIRA shall not, however, be required to reimburse or indemnify any Hauler Indemnified Party for loss or claim due to the willful misconduct or negligence of any Hauler Indemnified Party, and the Hauler Indemnified

Party whose willful misconduct or negligence is adjudged by a court of competent jurisdiction to have caused such loss or claim will reimburse MIRA (without duplication) for the costs of defending any suit as required above. A Hauler Indemnified Party shall promptly notify MIRA of the assertion of any claim against it for which it may be entitled to be indemnified hereunder, shall give MIRA the opportunity to defend such claim, and shall not settle such claim without the approval of MIRA. These indemnification provisions are for the protection of the Hauler Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

11. Hauler further undertakes to reimburse MIRA for damage to property of MIRA caused by Hauler, or by any agent(s) and/or any subcontractor(s) of Hauler. The existence of insurance shall in no way limit the scope of this indemnification. Hauler's obligations under this Section 10 shall survive the termination or expiration of this Agreement.

12. Hauler shall pay any invoices rendered by MIRA for any charges and costs incurred in connection with this Agreement, including but not limited to Contract Fees, Delivery Payments (as defined in Exhibit C hereto), or other disposal charges, penalties, fines, interest charges, attorney's fees and adjustments, within twenty (20) days from the date of such invoice. If Hauler fails to do so, MIRA, at its sole discretion, may immediately deny Hauler any further access to the RRF and/or revoke its permit for the same until Hauler pays in full to MIRA all past due invoices including any interest thereon. In the event MIRA denies Hauler further access to the RRF and/or revokes its permit, Hauler is not relieved of its legal responsibilities to perform its obligations under this Agreement.

13. All Interruptible Contract Waste delivered by Hauler must comply with the requirements for Acceptable Solid Waste set forth in the Procedures. If Hauler does not comply with these requirements set forth in this Section 12, then MIRA, at its sole discretion, may deny Hauler temporarily or permanently any further access to the RRF and/or revoke its permit for the same.

14. In the event that Hauler fails to perform any material obligation under this Agreement (other than the sole failure to deliver the Contract Deliveries), and such failure shall continue for thirty (30) days after written notice thereof from MIRA (except that no such notice and cure period shall apply to any failure to pay under Section 11 hereof), then and in such event such failure shall constitute an event of default by Hauler hereunder and MIRA shall have the right, in addition to any other remedies provided under this Agreement, to do any one or more of the following: (1) terminate this Agreement upon written notice to Hauler; (2) take such commercially reasonable steps as are necessary to protect its interests; or (3) exercise any right or remedy available to MIRA at law or in equity. If Hauler fails to deliver the Contract Deliveries and such failure is not excused by MIRA, then Hauler, in addition to any other MIRA remedies hereunder, shall be liable for the put-or-pay amount described in Section 4, which shall be due and payable on demand.

15. In the event that MIRA fails to perform any material obligation under this Agreement, and such failure shall continue for thirty (30) days after written notice thereof from Hauler, then and in such event such failure shall constitute an event of default by MIRA. Hauler

shall have the right to do any one or more of the following: (1) terminate this Agreement; (2) take such commercially reasonable steps as are necessary to protect its interests; or (3) exercise any right or remedy available to it at law or in equity.

16. Miscellaneous.

(a) Disputes, Forum, Selection, and Choice of Law: Any and all disputes arising out of a monetary violation(s) imposed against Hauler by MIRA for violations of the Procedures shall be adjudicated using the appeal process presented in Section 6.2 of the Procedures. Any and all other claims and controversies arising out of or under this Agreement or a breach thereof shall first be attempted to be resolved by good faith negotiation between MIRA and Hauler. In the event such claims or controversies cannot be resolved by negotiation between MIRA and Hauler, MIRA or Hauler may commence a legal proceeding in any court of law having jurisdiction located in Hartford County, Connecticut, unless the Parties agree to address the matter by arbitration or mediation. Furthermore, such legal proceeding shall be governed by the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut. During any legal proceeding that may be initiated hereunder, MIRA and Hauler shall continue to perform their respective obligations under this Agreement.

(b) Force Majeure: For purposes of this Agreement, a “Force Majeure Event” is any event that restricts or prevents performance under this Agreement by either Party, is not reasonably within the control of, or caused by any act of commission or omission of an affected Party, and cannot be overcome or avoided by the exercise of due care. Subject to the preceding sentence, Force Majeure Events include any drought, flood, earthquake, storm, fire, lightning, explosion, epidemic, war, act of terrorism, civil disturbances, sabotage, work stoppages (e.g., strikes), accident, unavailability of materials or replacement equipment or restraint by court order that materially affect performance under this Agreement. Except for all accrued payment obligations of each Party, each Party shall be excused from performance, and will not be considered to be in default in respect to any obligation hereunder, if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations.

(c) Nondiscrimination:

Hauler agrees to the following:

- (1) Hauler agrees and warrants that in the performance of this Agreement for MIRA Hauler will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by Hauler that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of

Connecticut. Hauler further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by Hauler that such disability prevents performance of the Services involved;

- (2) Hauler agrees, in all solicitations or advertisements for employees placed by or on behalf of Hauler, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);
- (3) Hauler agrees to provide each labor union or representative of workers with which Hauler has a collective bargaining agreement or other contract or understanding and each vendor with which Hauler has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Hauler’s commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) Hauler agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (5) Hauler 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 Hauler as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*. If this Agreement is a public works contract, Hauler agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

(d) Assignment; Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the MIRA and Hauler, together with their respective successors and permitted assigns. This Agreement may not be assigned or encumbered by either Party without the consent of the other Party, which consent shall not be unreasonably withheld, except that MIRA may assign its benefits hereunder as security for financing purposes.

(e) Whistleblower Provision: If Hauler is a large state contractor, Hauler shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. “Large state contract” and “Large state contractor” shall have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised. Each contract

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

(f) Waiver; Amendment: Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver or amendment hereof must be in writing and signed by the Party against whom such waiver or amendment is to be enforced. If any covenant or agreement contained in this Agreement is breached by any Party and thereafter waived by any other Party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach of this Agreement.

(g) Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to the choice of law rules thereof. Hauler agrees to submit to service of process in, and to the jurisdiction of the courts and appellate courts of the State of Connecticut in connection with any claim or controversy arising out of the interpretation, application or enforcement of this Agreement.

(h) Counterparts: This Agreement may be executed in any number of original or facsimile counterparts and on separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument. If the Parties elect to execute this Agreement by facsimile or other electronic means, the Parties shall exchange wet- signature original signature pages within a reasonable time after such execution.

(i) Entire Agreement: This Agreement with its exhibits constitutes the entire agreement between the Parties with respect to the transportation and delivery of Interruptible Contract Waste hereunder, and contains all of the terms and conditions thereof, all prior agreements and understandings whether oral or written having been merged herein.

(j) Severability: In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to

this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

(k) Notices: Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, as follows:

If to Hauler:

[CONTACT NAME AND ADDRESS]

If to MIRA:

Materials Innovation and Recycling Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: President with a copy to Director of Legal Services

Changes in the respective addresses to which such notices may be directed, may be made from time to time by either Party by written notice to the other Party.

(l) Campaign Contribution Restriction: For all State Contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, Hauler expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions attached hereto as **Exhibit D**, and will inform its principals of the contents of the notice.

(m) Affidavit Concerning Nondiscrimination: At the time the Contractor submitted its proposal to MIRA, it simultaneously executed a document entitled Affidavit Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as **Exhibit E**.

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

(o) Affidavit Concerning Consulting Fees: At the time of Hauler's execution of this Agreement, Hauler simultaneously executed a document entitled Affidavit Concerning Consulting Fees and said document is attached hereto and made a part of this Agreement as **Exhibit G**.

(p) Contractor's Certification Concerning Gifts: At the time of Hauler's execution of this Agreement, Hauler simultaneously executed a document entitled Contractor's

Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit H**.

(q) President's Certification Concerning Gifts: At the time of the President of MIRA's execution of this Agreement, the President simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit I**.

[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.

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By: _____
Thomas D. Kirk
Its President

HAULER

By: _____ [Signature]
_____ [Typed/Printed Name]
Its _____ [Title]

**[SIGNATURE PAGE TO CONNECTICUT SOLID WASTE SYSTEM
AGREEMENT FOR DELIVERY OF INTERRUPTIBLE CONTRACT
WASTE FROM JULY 1, 2015 THROUGH JUNE 30, 2016]**



**CONNECTICUT SOLID WASTE SYSTEM
PERMITTING, DISPOSAL AND BILLING
PROCEDURES**

Effective December 18, 2014

MATERIALS INNOVATION AND RECYCLING AUTHORITY

CONNECTICUT SOLID WASTE SYSTEM

PERMITTING, DISPOSAL AND BILLING PROCEDURES

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1. GENERAL

1.1 Definitions

As used in these procedures, the following terms shall have the meanings as set forth below:

- (a) “**Acceptable Recyclables**” shall include the following types of Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by MIRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Recycling Facilities. Acceptable Recyclables shall include, but is not limited to, Commingled Container Recyclables, Paper Fiber Recyclables, Single Stream Recyclables and any other Solid waste deemed by MIRA in its sole discretion to be Acceptable Recyclables.

Nothing herein shall be construed as requiring the shipment of Solid Waste generated by and collected from commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality for processing by and disposal at the Recycling Facilities.

- (b) “**Acceptable Solid Waste**” shall include Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by MIRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Waste Facilities. Acceptable Solid Waste shall include, but is not limited to, the following:
- (1) Scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness,
 - (2) Single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be;
 - (3) Metal pipes, tracks and banding or cable and wire not exceeding three (3) feet in length and one and one half (1 1/2) inches in diameter;
 - (4) Cleaned and emptied cans or drums not exceeding five (5) gallons in capacity and with covers removed;
 - (5) Automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by MIRA on a day to-day basis;

- (6) Paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise;
 - (7) Non-processible Waste as defined herein; and
 - (8) Any other Solid Waste as defined herein deemed acceptable by MIRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, or other materials required to be recycled in accordance with *Connecticut General Statutes*, and/or Special Waste unless such Special Waste is approved by MIRA in accordance with these procedures for disposal at any of the Waste Facilities, or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.
- (c) “**Account**” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between MIRA and a person, firm or Participating Municipality providing for the use of the Facilities and the services in connection therewith.
- (d) “**Authority**” or “**MIRA**” shall mean the MATERIALS INNOVATION AND RECYCLING AUTHORITY, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, established by *Connecticut General Statutes* Sections 22a-257 et seq.
- (e) “**Bulky Waste**” shall mean construction, demolition and/or land clearing debris.
- (f) “**By-Pass Waste**” shall mean Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by MIRA for disposal.
- (g) “**Commingled Container Recyclables**” shall mean:
- (1) Glass food and beverage containers, including, but not limited to, clear, brown, and green bottles up to 3 gallons or 10 liters in size that have been washed clean and whose caps, lids, and corks have been removed. Labels that remain attached and neck rings are acceptable. Examples include: soda, liquor, wine, juice bottles; jam jars; and mason jars.
 - (2) Metal food and beverage containers of up to 3 gallons or 10 liters of total volume in size, including No. 10 size cans, that have been washed clean. Clean metal lids are acceptable as are empty aerosol cans that previously contained non-hazardous substances. Examples include: soup, vegetable, juice, and other food cans; cookie tins; dog and cat food cans; kitchen spray cans; and bulk size vegetable containers.

- (3) Aluminum used beverage cans that have not been flattened and that have been washed clean. Cans with self-opening tabs attached are acceptable. Examples include soda and beer cans.
 - (4) Aluminum foil that has been washed clean, folded flat and that is free of other materials. Examples include: aluminum foil wrap and take-out aluminum foil food containers.
 - (5) PET (polyethylene terephthalate) plastic containers (code 41) marked as #1 of up to 3 liters in size and that have been washed clean. Attached labels are acceptable, but no caps, lids or corks, attached or unattached, are acceptable. Examples of acceptable PET (#1) containers include: soda, juice, cooking oil, mineral water and dish detergent bottles.
 - (6) HDPE (high-density polyethylene) plastic containers marked as #2 that have been washed clean. Containers of up to 2.5 gallons or 6 liters of total volume in size that did not previously contain hazardous materials are acceptable. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached. Examples of acceptable HDPE (#2) containers include: milk jugs, and spring water, laundry detergent, bleach, and dish detergent bottles.
 - (7) Plastic white, clear or opaque containers marked as #3 through #7 (food grade plastics) up to three (3) liters in size that have been washed clean. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached. Examples of acceptable food grade plastics (#3 through #7) include: laundry detergent, shampoo, dish detergent and skin cream containers, ketchup bottles, ice cream containers, yogurt containers, margarine tubs and lids. Processed and take-out food black, plastic containers and trays are not acceptable.
 - (8) Aseptic packaging, including, but not limited to, gable top plastic coated paper containers up to 3 liters or 1 gallon in size. Such containers must be empty with straws and caps removed. Examples include: milk containers; juice containers; and small, single-serve juice and milk boxes.
- (h) **“Connecticut Solid Waste System”** shall include the Facilities.
- (i) **“Contaminated Soil”** shall include soil derived from fuel tank excavation, sludge residue, steel casting sands, metal washdown residue, rust/scale

materials, foundry residue, grinding sludge and any other material deemed by MIRA in its sole discretion to be Contaminated Soil.

- (j) **“Designee”** shall mean
 - (1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul waste generated within the boundaries of said Participating Municipality; or
 - (2) In the case of MIRA, any company/entity contracted or authorized by MIRA to operate and maintain one or more Facilities.
- (k) **“Effective Date”** shall mean December 18, 2014.
- (l) **“Facility”** shall mean MIRA’s waste processing facility located at 300 Maxim Road in Hartford, Connecticut 06114.
- (m) **“Facilities”** shall mean the Waste Facilities and the Recycling Facilities.
- (n) **“Guaranty of Payment”** has the meaning set forth in Section 2.3.
- (o) **“Hauler Agreement”** shall mean an agreement between MIRA and any Waste Hauler for the delivery of recyclables and/or solid waste to the Facilities, including without limitation a Mid-Connecticut Waste Disposal System Solid Waste and Recyclables Delivery Agreement or a Connecticut Solid Waste System Solid Waste and Recyclables Delivery Agreement.
- (p) **“Hazardous Waste”** shall include any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (a) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and any regulations, rules or policies promulgated thereunder, (b) defined as hazardous waste in Section 22a-115 of the *Connecticut General Statutes*, (c) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated thereunder, or (d) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605(e), and any regulations, rules or policies promulgated thereunder, as any of the statutes referred to in clauses (a) through (d) above may be amended; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (a), (b) and (d) as are customarily found in normal household, commercial and industrial waste to the extent such insignificant quantities are permitted by law to be treated and disposed of at the Facility or a sanitary landfill, as applicable. “Hazardous Waste” shall also include such other waste as deemed by MIRA in its sole discretion to be “Hazardous Waste.”

- (q) “**Mixed Load**” shall mean Solid Waste from more than one municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to any of the Facilities.
- (r) “**Municipal Solid Waste Management Services Agreement**” or “**MSA**” shall mean the Agreement between MIRA and a Participating Municipality for the processing and disposal at the Facilities of Acceptable Solid Waste and/or Acceptable Recyclables generated by the Participating Municipality within its boundaries.
- (s) “**Non-Processible Waste**” shall mean Acceptable Solid Waste that cannot be processed at the Facility without the use of supplemental processing equipment (e.g., a mobile shredder), provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including, but not limited to, the following:
 - (1) Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;
 - (2) Individual items such as White Metals (as hereinafter defined) and blocks of metal that would, in MIRA’s sole discretion and determination, cause damage to the Waste Facilities if processed and/or incinerated therein;
 - (3) Scrap/Light Weight Metals (as hereinafter defined);
 - (4) Bathroom fixtures, such as toilets, bathtubs and sinks;
 - (5) Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by MIRA on a day-to-day basis;
 - (6) Christmas trees;
 - (7) Automobile tires with/without rims, and
 - (8) Any other Acceptable Solid Waste deemed by MIRA in its sole discretion to be Non-Processible Waste.
- (t) “**Non-MIRA Recycling Facility**” shall mean the land and appurtenances thereon and structures where recycling, as defined in Section 22a-207(7) of the *Connecticut General Statutes*, is conducted, including but not limited to an Intermediate Processing Facility, as defined in Section 22a-260(25) of the *Connecticut General Statutes*, and a Solid Waste Facility, as defined in Section 22a-207(4) of the *Connecticut General Statutes*, which provides for recycling

in its plan of operations, but excluding the Recycling Facility and the Recycling Transfer Stations.

- (u) **“Operator”** or **“Operators”** shall mean the organization or personnel in such organization under contract with MIRA for the operation of any of the Facilities.
- (v) **“Paper Fiber Recyclables”** shall mean”
 - (1) Newspapers (including newspaper inserts) and magazines (including catalogs) that are no more than two months old and that are clean and dry. Such newspaper and magazines may be commingled,
 - (2) Corrugated cardboard, only if such cardboard is corrugated (alternating ridges and grooves) with kraft (brown) paper in the middle. Such cardboard must be clean and dry and cannot be coated. Such cardboard must be flattened and, when flattened, must be no larger than 3 feet in width or height (oversized boxes must be cut-down to 3 feet by 3 feet. Bundles may only be tied with string.
 - (3) Junk mail, including all loose or bagged bulk mail consisting of paper or cardboard. Envelopes with windows are acceptable. Examples include: catalogs; flyers; envelopes containing office paper; brochures; and empty, small boxes.
 - (4) Office paper or high-grade paper, including all loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers and computer paper (continuous-form perforated white bond or green-bar paper).
 - (5) Boxboard, including all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Dry food and cereal boxes must have the inside bag removed. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable. Examples of acceptable materials include: cereal boxes; cracker boxes; shoe boxes; beer cartons; and six-pack holders.
- (w) **“Participating Municipality”** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a Municipal Solid Waste Management Services Agreement or made special arrangements with MIRA for the processing and disposal of Acceptable Solid Waste and/or Acceptable Recyclables at the Facilities. Please refer to the MIRA web site (<http://www.ctmira.org>) for a list of Participating

Municipalities for solid waste services and a list of Participating Municipalities for recycling services.

- (x) **“Permit Application”** has the meaning set forth in Section 2.1.
- (y) **“Permit Number”** shall mean the vehicle identification number assigned by MIRA to a Permittee’s waste transportation vehicle for use at the Facilities.
- (z) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to MIRA and have been authorized to use the Facilities by MIRA.
- (aa) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- (bb) **“Recycling Facility”** shall mean MIRA’s regional recycling center located at 211 Murphy Road in Hartford, Connecticut 06114.
- (cc) **“Recycling Facilities”** shall mean the Recycling Facility and all Recycling Transfer Stations of the System.
- (dd) **“Recycling Residue”** shall mean Solid Waste remaining after the Recycling Facility or any Non-MIRA Recycling Facility has processed Solid Waste.
- (ee) **“Recycling Transfer Station”** shall mean any of the Transfer Stations, including all roads appurtenant thereto, owned and/or operated by MIRA for receiving Acceptable Recyclables for transport to the Recycling Facility or a Non-MIRA Recycling Facility for processing.
- (ff) **“Scrap/Light Weight Metals”** shall mean the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by MIRA for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by MIRA in its sole discretion to be Scrap/Light Weight Metals.
- (gg) **“Single Stream Recyclables”** shall mean the commingling of any Paper Fiber Recyclables with any Commingled Container Recyclables.
- (hh) **“Solid Waste”** shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the *Connecticut General Statutes*, excluding semi-solid, liquid materials collected and treated in a “water pollution abatement facility.”
- (ii) **“Special Waste”** shall mean materials that are suitable for delivery, at MIRA’s sole and absolute discretion, but which may require special handling and/or

special approval by the Connecticut Department of Energy and Environmental Protection (“DEEP”) or another non-Authority entity.

(jj) “**Transfer Station**” shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by MIRA for receiving Solid Waste for transport to a destination of ultimate disposal.

(kk) “**Unacceptable Recyclables**” shall include

- (1) Unacceptable Waste;
- (2) Any of the following: anti-freeze containers; Asian corrugated; auto glass; books; ceramic cups and plates; clay post; clothes hangers; crystal; drinking glasses; food-contaminated pizza boxes; gravel; heat-resistant ovenware; hypodermic needles; leaded glass; light bulbs; metal in large pieces (e.g., metal pipe, lawnmower blades); mirror glass; motor oil containers; notebooks; paint cans; plastic bags; plates; porcelain; pots and pans; processed and take-out black, plastic food containers and trays; propane tanks; pyrex; screw top caps/lids, regardless of whether attached or not; stones; syringes;; tiles; waxed corrugated; and window glass;
- (3) Any Solid Waste that is deemed by MIRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and
- (4) Any other waste deemed by MIRA in its sole discretion to be Unacceptable Recyclables.

(ll) “**Unacceptable Waste**” shall include

- (1) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. 42 U.S.C. §6901 et. seq.) other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;

- (2) Any item of waste that is either smoldering or on fire;
 - (3) Waste quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
 - (4) Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
 - (5) Any Solid Waste that is deemed by MIRA in its sole discretion to be not in conformance with the requirements for Acceptable Solid Waste or Non-Processible Waste as set forth in these procedures; and
 - (6) Any other waste deemed by MIRA in its sole discretion for any reason to be Acceptable Recyclables and/or Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by MIRA to deliver waste to any of the Facilities.
- (mm) “**Waste Facilities**” shall mean the Facility and all Transfer Stations and any additional municipal solid waste facility (ies) deemed to be economically or operationally necessary by MIRA to fulfill its mission under the Connecticut General Statutes..
- (nn) “**Waste Hauler**” shall mean a person or firm, including a “collector” as defined in Section 22a-220a(g) of the *Connecticut General Statutes*, whose main source of income is derived from the collection, transportation, and/or disposal of waste.
- (oo) “**White Metals**” shall mean large appliances or machinery, refrigerators, freezers, gas/electric stoves, dishwashers, clothes washers and dryers, microwaves, copiers, computers, vending machines, air conditioners, industrial equipment and venting hood fans, and any other materials deemed by MIRA in its sole discretion to be White Metals.

1.2 Preamble

These procedures amend and supercede in their entirety the Mid-Connecticut Project Permitting, Disposal and Billing Procedures. These procedures may be further amended by MIRA from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact MIRA at (860) 757-7700 in order to obtain a copy of the procedures in effect. Additional copies of these procedures may be obtained at the cost of reproduction and postage. The procedures are also available on MIRA’s website at www.MIRA.org.

1.3 General Principles of Interpretation

- (a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures.
- (b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of these procedures so requires.
- (c) MIRA reserves the right to amend these procedures and the definitions herein from time to time as it deems necessary in its sole discretion.
- (d) These procedures are intended to comply and be consistent with each Municipal Solid Waste Management Services Agreement. In the event of any conflict between these procedures and any Municipal Solid Waste Management Services Agreement, the latter shall control.

2. PERMITTING

2.1 Permit Application

- (a) Except as otherwise set forth in Section 2.5 below, any Waste Hauler, Private/Non-Commercial Hauler, Participating Municipality or any other person or entity that desires to use the Facilities shall obtain a permit in accordance with these procedures before delivering to and/or removing waste from the Facilities.
- (b) Each applicant for a permit shall complete a permit application and provide to MIRA all of the necessary information requested thereon ("Permit Application"), including but not limited to:
 - (1) General company/business information;
 - (2) The identification of each vehicle owned, leased or operated by the applicant or its agents and employees and to be used by the applicant;
 - (3) Origin of all waste that applicant will collect;
 - (4) Estimated delivery volumes; and
 - (5) An executed "Credit Agreement," "Release of Liability and Indemnification Agreement" and "Attestation," as such documents are presented in the permit application.

In connection with the foregoing, each applicant shall also execute and submit to MIRA as attachments to the permit application, the following:

- (6) A "Hauler Agreement"

- (7) A Guaranty of Payment in the form and amount acceptable to MIRA pursuant to Section 2.3 hereof;
- (8) All certifications of insurance that the applicant is required to provide pursuant to Section 3.1 hereof;
- (9) Any applicable fees; and
- (10) Any other document required by MIRA at MIRA's sole and absolute discretion.

2.2 Submission of Permit Application

- (a) Upon applicant's completion of the permit application and execution of all documents attached thereto, the applicant shall submit such permit application and documents and pay the applicable permit fees to MIRA.
- (b) Pursuant to the submission of a Permit Application to MIRA, each applicant and Permittee hereby agrees to cooperate with MIRA or MIRA's Designee in any matter affecting the orderly operation of the Facilities and to fully abide by and comply with these procedures. In addition to the foregoing, each applicant and Permittee acknowledges and agrees that any failure to cooperate with MIRA or MIRA's Designee or to abide by or comply with these procedures shall result in fines and/or suspension or revocation of disposal privileges at the Facilities.

2.3 Guaranty of Payment

- (a) Each applicant shall submit along with its permit application a guaranty of payment ("Guaranty of Payment") satisfactory to MIRA in all respects and in the form of either a letter of credit, a suretyship bond, cash, or a cashier's check and in an amount sufficient to cover at least two (2) months' of waste disposal charges as determined in the Permit Application.
- (b) At its sole and absolute discretion, MIRA may review a Permittee's guaranty amount under Section 2.3(a) above and require the Permittee to increase its guaranty amount in the event the average monthly delivery rate of Permittee varies by 10% or more from the amount estimated by MIRA pursuant to subsection (a) above. MIRA shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.
- (c) If an applicant or Permittee submits to MIRA either a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same renew such letter of credit or suretyship bond and furnish the renewed letter of credit or suretyship bond to MIRA. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by MIRA, Permittee shall immediately submit to MIRA a new letter of credit or suretyship bond that complies with the requirements of this Section 2.3.

- (d) If Permittee fails to comply with any of the requirements of this Section 2.3, MIRA may deny the Permittee any further access to the Facilities and/or revoke and/or suspend the Permittee's permit for the same. At its sole and absolute discretion, MIRA may increase a guaranty of payment for any Permittee that fails to meet payment terms in accordance with Section 5.1.

2.4 Issuance and Renewal of Permit

- (a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to MIRA, applicant has paid to MIRA the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to MIRA, then MIRA may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
 - (1) The Permittee shall be assigned an Account number;
 - (2) Each of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee to the vehicle in a location clearly visible to the scale house attendant and as designated by MIRA;
 - (3) Each of the Permittee's roll-off boxes and trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee to the roll-off box or trailer in a location clearly visible to the scale house attendant, as designated by MIRA; and
 - (4) Trucks arriving at the scale house without the assigned Authority Permit Number properly displayed shall be denied access to the Facilities.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by MIRA. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to MIRA a renewal permit application within twenty (20) days before the end of each fiscal year. MIRA does not charge a fee for renewal of permits. Any Permittee who fails to perform its renewal obligations under this Section 2.4(c) shall be denied access to the Facilities by MIRA until such Permittee performs such renewal obligations.
- (d) At its sole and absolute discretion, MIRA may issue a Permittee a Temporary Permit for a vehicle not currently authorized under Section 2. A Temporary Permit may be issued for a substitute vehicle due to an emergency breakdown and/or the use of a demonstration vehicle. Temporary Permits are valid for up to six (6) days (which may be extended at MIRA's sole and absolute discretion) and may be issued to any particular Permittee no more than once every 60 days.

During any time period when a Permittee's vehicle is denied disposal privileges, no Temporary Permits will be granted to the Permittee.

2.5 Short-Term Customers

- (a) The Authority may grant short term use of the Facilities on an expedited basis 1) to any Permittee for the delivery of Spot Waste (as defined below) or 2) any Waste Hauler or Private / Non-Commercial Hauler that is not permitted pursuant to Sections 2.1 through 2.4 hereof (hereinafter, in either case, "Short-Term Customer"), under the following circumstances:
 - (1) The Authority has determined that forecasted deliveries of Acceptable Solid Waste are not sufficient for its then desired optimal operation of the Facilities (hereinafter a "Fuel Shortage"); and
 - (2) The Authority has identified Short-Term Customer(s) willing and able to deliver Acceptable Solid Waste not otherwise committed to the Authority pursuant to a MSA, Hauler Agreement or otherwise ("Spot Waste") in quantities and frequencies sufficient to alleviate such Fuel Shortage.
- (b) To expedite the delivery of such waste under such circumstances by a Short-Term Customer that is a Permittee, the Authority shall document written acknowledgement from the Permittee of the terms and conditions of such waste deliveries in a form acceptable to the Authority and further may in its sole an absolute discretion:
 - (1) Waive additional or increased Guaranty of Payment requirements attributable to such waste and otherwise due under Section 2.3 hereof; and
 - (2) Accommodate reasonable Account or permit modifications requested by the Permittee in writing, or required by the Authority, and necessary to facilitate billing and payment for such waste deliveries under criteria established by the Authority.
- (c) Except as provided below, no delivery of waste to the Facility by a Short-Term Customer that is not a Permittee may commence until such time as the Authority has received written acknowledgement from such Short-Term Customer of the terms and conditions of such waste deliveries in a form acceptable to the Authority and a properly completed and executed Short-Term Access Application in a form acceptable to the Authority acknowledging such Short-Term Customer's

acceptance of the obligations set forth in these procedures, as applicable, together with:

- (1) The identification of each vehicle owned, leased or operated by the Short-Term Customer and to be used for deliveries to the Facilities;
- (2) Payment in advance for anticipated waste disposal fees, at frequency and amount to be determined with acknowledgement of terms and conditions;
- (3) Certificates of insurance evidencing satisfaction of the insurance requirements set forth in Section 3.1 hereof;
- (4) Any other document required by MIRA at MIRA's sole and absolute discretion.

The President in his sole and absolute discretion may waive the requirement for either or both of items 2.5 (C) 1 and 2 above for a period not to exceed two business days. Upon satisfactory completion of the Short-Term Access Application, the Authority shall issue vehicle decals pursuant to Section 2.4 hereof.

2.6 Tare Weights

- (a) Tare weights of all vehicles, trailers and roll-off boxes shall be established after delivery of the first load under a new Permit Number or Trailer/Roll-Off Box decal at any of the Facilities. Such tare weights shall be obtained at the direction of the scale house attendant and under the procedures set forth by MIRA.
- (b) After the initial tare weights have been obtained, MIRA and/or the Operator may require the verification of tare weights on a random basis to verify the weight records. Haulers shall cooperate with MIRA and/or the Operator to provide such data as required.
- (c) Haulers may request spot tare weight checks for their trucks only if the spot checks do not negatively impact the operations of the Facilities as determined by MIRA at its sole and absolute discretion.
- (d) At the direction of MIRA or MIRA's Designee, haulers failing to comply with the foregoing tare weight procedures shall be billed as follows:
 - (1) The vehicles last known tare weight; or
 - (2) A maximum 22 net tons.
- (e) If hauler fails to comply with the terms of this Section 2.5 and hauler(s) is billed in accordance with subsection (d) above, then hauler's disposal privileges shall be denied until hauler complies with the terms of this Section 2.5.

2.7 Miscellaneous

- (a) If the Permittee acquires any vehicle that is not authorized under the Permittee's permit, then the Permittee shall submit an amended permit application to MIRA pursuant and subject to the above procedures set forth in this Section 2.
- (b) Permittee is responsible for all charges, costs, expenses, disposal fees, and fines incurred under its permit.
- (c) If Permittee's Permit Number is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies MIRA in writing of the lost or stolen Permit Number.
- (d) Permittee shall give MIRA advance written notice of any changes in such Permittee's business operation that would have a material effect on Permittee's delivery schedules or weight records and shall include the effective dates of such changes. Such changes of Permittee's business operation shall include, but not be limited to, the following:
 - (1) Changes in name or mailing address;
 - (2) Changes in telephone number;
 - (3) Change in physical location of Permittee's business; or.
 - (4) Changes in the Permittee's business structure, including, but not limited to, the acquisition of other hauling companies, that would impact Permittee's volume of waste deliveries to the Waste Facilities.

2.8 Municipal Permits

If a Participating Municipality requires haulers to register or obtain a permit to haul, all Permittees that will collect waste from and/or deliver waste to such Participating Municipality shall be required to register with such Participating Municipality. Each Participating Municipality may establish its own permit, registration, and/or inspection requirements, which must be followed by the Permittees collecting waste from and/or delivering waste to such Participating Municipality in addition to these procedures.

3. INSURANCE

3.1 Insurance

- (a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:

- (1) Commercial General Liability 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).
 - (3) Workers' Compensation insurance as required by statute and employers' liability insurance.
- (b) Minimum Limits

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

1. Commercial General Liability:
 - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products & Completed Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury
 2. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage
 - b. Include Owned, Hired and Non-Owned Auto Liability
 3. Workers' Compensation: Statutory Limits
 4. Employers' Liability:
 - a. \$500,000 Each Accident
 - b. \$500,000 Disease – Policy Limit
 - c. \$500,000 Disease – Each Employee
- (c) Each applicant or Permittee shall submit along with its permit application or permit renewal application to MIRA an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced below. .
- (d) All policies for each insurance required above shall contain the following provisions:
1. MIRA, its subsidiaries, officials and employees are to be covered as additional insured on a primary and non-contributing basis on the following insurance policies purchased by the Permittee:
 - a. Commercial General Liability
 - b. Automobile Liability

2. The Permittee agrees to notify MIRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required herein. Further it shall be an affirmative obligation upon Permittee to MIRA's Risk Manager at Fax No. 860-757-7740, e-mail riskmanager@ctmira.org or by correspondence to MIRA, 100 Constitution Plaza, 6th Floor, Hartford, CT 06103-7741 within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of the Permit.
 3. The Permittee shall waive (and require their insurers to waive) subrogation rights against MIRA for losses and damages incurred under the insurance policies required by this Permit.
 4. The Permittee'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.
- (e) Permittee's insurance is to be placed with insurers with current A.M. Best ratings of not less than A- VIII, and be lawfully authorized to conduct business in the state(s) or jurisdiction(s) where the work is being performed, unless otherwise approved by MIRA.
- (f) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to MIRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for Commercial General Liability, Automobile Liability insurance and Employers' Liability insurance.
- (g) Permittee 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.
- (h) All Certificates of Insurance must be received and approved by MIRA before any Permit is issued.
- (i) Permittee shall provide new Certificates of Insurance upon renewal or replacement of any insurance required. If any Permittee fails to comply with any of the foregoing insurance procedures, then MIRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for same.
- (j) No provision of this Section 3 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages other costs and expenses.

- (k) MIRA shall not, because of accepting, rejecting, approving, or receiving any Certificates of Insurance required hereunder, incur any liability for:
 - (1) The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates,
 - (2) The solvency of any insurer, or
 - (3) The payment of losses.
- (l) For purposes of this Section 3, the terms applicant or Permittee shall include subcontractor thereof.

3.2 Indemnification

Permittee shall at all times defend, indemnify and hold harmless MIRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, fines, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) MIRA, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions and/or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse MIRA for damage to property of MIRA caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this Section 3.2 shall survive the termination or expiration of Permittee's permits.

4. OPERATING AND DISPOSAL PROCEDURES

4.1 Delivery of Acceptable Solid Waste

- (a) Permittees shall comply with, and Permittees' Acceptable Solid Waste delivered to the Waste Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by MIRA in its sole discretion.
- (b) Each Permittee shall deliver Acceptable Solid Waste only to those Waste Facilities designated by MIRA.
- (c) White Metals may be delivered only to the Facility unless otherwise directed by MIRA. None of the other Waste Facilities will accept White Metals. White

Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. A vehicle delivering White Metals must be equipped with either a cherry picker or hydraulic lift that will allow each piece of White Metal to be removed individually from the vehicle. The hauler is responsible for off loading the White Metals from the delivery vehicle. The hauler will off-load the White Metals only in the area designated by MIRA and/or the Operator for such materials. White Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. White Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.9(j) herein.

- (d) Scrap/Light Weight Metals may be delivered only to the Facility unless otherwise directed by MIRA. None of the other Waste Facilities will accept Scrap/Light Weight Metals. Scrap/Light Weight Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the Scrap/Light Weight Metals from the delivery vehicle and such materials will be off-loaded directly into a roll-off container. The hauler will off-load the Scrap/Light Weight Metals only in the area designated by MIRA and/or the Operator for such materials. Scrap/Light Weight Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. Scrap/Light Weight Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.9(j) herein.
- (e) Household furniture (i.e., appliances, box springs, carpets, chairs, couches, mattresses, rugs, sleeper sofas, sofas, tables) may be delivered only to the Facility unless otherwise directed by MIRA. None of the other Waste Facilities will accept household furniture. Household furniture must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the household furniture. The hauler will off-load the household furniture only in the area designated by MIRA and/or the Operator for such materials. Household furniture may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. Household furniture may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.9(j) herein.
- (f) MIRA may accept Contaminated Soil for disposal at the Waste Facilities subject to any terms and conditions that MIRA may require.
- (g) MIRA may accept Recycling Residue from a Non-MIRA Recycling Facility for disposal at the Waste Facilities subject to any terms and conditions that MIRA may require.

4.2 Delivery of Acceptable Recyclables

Permittees shall comply with, and Permittee's Acceptable Recyclables delivered to the Recycling Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by MIRA in its sole discretion. Each Permittee shall deliver Acceptable Recyclables only to those Recycling Facilities designated by MIRA.

4.3 Access to the Facility

Access to the Facility by vehicles delivering Acceptable Solid Waste from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to I-91 and proceeding to I-91 off-ramps closest to the destination. For the Facility, from the off-ramps, vehicles shall use Brainard and Maxim Roads to access the Facility. Murphy Road shall not be used for through-access to the Facility. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to by all Permittees.

4.4 Access to the Recycling Facility

Access to the Recycling Facility by vehicles delivering Acceptable Recyclables from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to I-91.

Vehicles traveling southbound on I-91 shall exit on Exit 28, then turn left onto Airport Road and then turn left at the Brainard Road/Airport Road intersection. Vehicles shall follow Brainard Road around the curve to the right where it becomes Maxim Road and then turn right at the Murphy Road intersection. Vehicles shall enter the site by turning right at driveway B or C.

Vehicles traveling northbound on I-91 shall exit on Exit 27 and then proceed straight thru the Brainard Road/Murphy Road intersection. Vehicles shall enter the site by turning left at driveway B or C.

Vehicles that will be traveling southbound on I-91 after leaving the site shall exit the site via Driveway A and turn left onto Murphy Road. The vehicles shall turn left onto Maxim Road and follow it around the curve to the left where it becomes Brainard Road. At the Brainard Road/Airport road intersection, vehicles shall turn right and follow Airport Road to the left turn onto the I-91 southbound ramp.

Vehicles that will be traveling northbound on I-91 after leaving the site shall exit the site via Driveway A and turn right onto Murphy Road. At the Murphy Road/Brainard Road intersection, vehicles shall go straight through the intersection onto the I-91 northbound ramp.

4.5 Temporary Emergency Access to the Facilities

MIRA, in its sole discretion and subject to any conditions or restrictions that it deems appropriate, may on a case by-case basis allow a Permittee temporary, emergency access to the Facilities for the purpose of delivering Acceptable Solid Waste and/or Acceptable Recyclables to the same with a vehicle, roll-off box or trailer that is not authorized pursuant to these procedures to do so; provided, that such Permittee notifies MIRA at least twenty-four (24) hours in advance of Permittee's need for such temporary, emergency access.

4.6 Hours for Delivery

- (a) The operating hours, including the list of holidays, can be obtained by contacting MIRA's Billing Department at 860-757-7700 or visiting MIRA's website at www.MIRA.org/pages/busi_mc_hours.htm.
- (b) MIRA may, with at least thirty (30) days prior written notice, change the hours of operation for any of the Facilities. Holiday and emergency closings and any schedule of make-up hours will be posted as needed at each of the Facilities.

4.7 Vehicle Standards for Deliveries to the Facilities

- (a) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facilities, except as provided elsewhere in these Procedures or unless otherwise approved (on a case-by-case basis) by MIRA. Only vehicles with back-up lights, audible warning signals, and proper functioning equipment in compliance with all applicable federal, state and local laws or regulations shall be allowed access to the Facilities.
- (b) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (c) The only trailers that may be used to deliver Acceptable Solid Waste to a Transfer Station or Acceptable Recyclables to a Recycling Transfer Station are those coming from a Participating Municipality's transfer station.
- (d) The doors of all vehicles shall be clearly marked with the business name and address of the Permittee. Any vehicle that is not properly marked shall be denied access to the Facilities.

4.8 Disposal Procedures

- (a) All deliveries are subject to inspection of the contents by MIRA or its agent prior to, during, and/or after unloading.
- (b) MIRA and/or the Operator will direct all vehicle traffic at the Facilities.

- (e) All scales will be operated on a “first-come, first served” basis except that MIRA reserves the right to utilize front-of-line privileges for its own vehicles and for the vehicles of others who have executed a written agreement with MIRA for such privileges. No vehicles shall approach any scale until directed by the scale house attendant. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.
- (f) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.
- (g) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the municipality from which the load originated.
- (h) When directed by the scale house attendant, a driver shall proceed with caution to the tipping floor or bay and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- (i) Unacceptable Waste, Special Waste and any material which MIRA determines, in its sole and absolute discretion, should be rejected shall not be delivered by any Permittee or vehicle to any of the Facilities. In the event that Unacceptable Waste, Special Waste or any material which MIRA has determined should be rejected is delivered to any of the Facilities, MIRA and its agents, employees or Operators reserve the right to reload the Unacceptable Waste, Special Waste or material which MIRA has determined should be rejected back on to the offending vehicle. In connection therewith, MIRA may at its sole discretion, issue a verbal and written warning to the Permittee of the offending vehicle and/or charge such Permittee a reloading fee of five hundred dollars (\$500.00). MIRA may impose a reloading charge of one thousand dollars (\$1,000.00) for each subsequent violation. MIRA may revoke the permit of any Permittee who fails to pay a reloading charge. In addition to the foregoing remedies for the delivery of Unacceptable Waste, Special Waste and material which MIRA has determined should be rejected, MIRA may
 - (1) Detain the driver and the offending vehicle until representatives from DEP have inspected the Unacceptable Waste, Special Waste or material which MIRA has determined should be rejected and made recommendations, and/or
 - (2) Take whatever corrective action MIRA in its sole discretion deems necessary at the sole cost and expense of the Permittee whose vehicle delivered the Unacceptable Waste, Special Waste or material which MIRA has determined should be rejected, including, but not limited to, excavating, loading, transporting and disposing of such waste/material , revoking such Permittee’s permit and imposing against such Permittee any fines or charges.

- (j) All trucks must remain tarped until they are in the disposal area and out of the operation's way.
- (k) No drainage of roll-off boxes is allowed on the premises of any Facilities.
- (l) Roll-off or compactor boxes shall not be turned around on site.
- (m) Drivers must latch and unlatch packers in the disposal area.
- (n) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must wear the personal protective equipment specified by MIRA and/or the Operator as required for the facility to which they are delivering materials.
- (o) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must obey all signs and safety requirements posted by MIRA and/or the Operator at the facility to which they are delivering materials.
- (p) Drivers who wish to hand clean their truck blades must do so in areas designated by MIRA and/or the Operators.
- (q) Upon the direction of the scale house attendant, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (r) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
- (s) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.
- (t) No loitering is permitted at any of the Facilities.
- (u) Smoking of tobacco products is prohibited at all Facilities except in designated smoking area(s). The possession and/or drinking of alcohol as well as the possession and/or use of drugs at any time while on the premises of any of the Facilities is strictly prohibited.
- (v) At all times while on Facilities' premises, the drivers shall comply with MIRA's and/or the Operator's instructions.
- (w) Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the *Connecticut General Statutes* or any other federal, state or local law or regulation shall be reported by MIRA to the appropriate authorities.
- (x) Foul language and inappropriate behavior, including, but not limited to, spitting, swearing, lewd behavior, indecent exposure, urinating in public and littering, are not permitted on site at any of the Facilities.

- (y) Loads in which Commingled Container Recyclables are mixed with Paper Fiber Recyclables will be accepted for processing as Single Stream Recyclables at the Recycling Facilities.
- (z) Operators of rear-dumping vehicles delivering Commingled Container Recyclables and Paper Fiber Recyclables in separate compartments in the same vehicle will be required to sweep clean all materials from the empty compartment before proceeding to the next tipping area.
- (aa) Mechanical densifying of aluminum containers and plastic containers is allowed (non-aluminum metal cans may be crushed or flattened) unless, subject to approval by MIRA, such containers are commingled with Paper Fiber Recyclables and delivered as Single Stream Recyclables.
- (bb) Loads of Commingled Container Recyclables may contain any combination of acceptable container materials except loads containing solely mixed-color (any color combination) glass will not be accepted for delivery.
- (cc) Loads of Commingled Container Recyclables and Single Stream Recyclables may not be delivered in bags of any type. All Commingled Container Recyclables and Single Stream Recyclables must be delivered in loose form to the Recycling Facilities.
- (dd) Due to poor quality of pre-sorted bottles and cans previously delivered, MIRA does not encourage delivery of pre-sorted containers. Any municipality or waste hauler wishing to deliver presorted containers must first obtain written approval from MIRA.
- (ee) Other procedures for the Facilities may be promulgated over time by MIRA and, when issued, must be strictly obeyed.

4.9 Weight Tickets

- (a) The driver of each truck disposing of waste shall be presented a weight ticket from the scale house attendant. The ticket shall indicate date, hauler's company name, vehicle Permit Number and trailer/roll-off box decal number, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the municipality for which he/she is hauling.
- (b) If a driver fails to sign for or receive a weight ticket, the appropriate hauling company shall be billed for such delivery for the gross weight of the load delivered, at MIRA's discretion.
- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of MIRA and/or the scale house attendant as soon as possible. MIRA assumes no responsibility for unreported errors.

- (d) At the discretion and request of MIRA, the Permittee/hauler shall disclose to MIRA the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
- (e) The Permittee/hauler shall use its best efforts to identify and provide MIRA notice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable MIRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

4.10 Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities

- (a) Delivery of Mixed Loads of Acceptable Solid Waste from multiple Participating Municipalities ("Acceptable Mixed Loads") will be accepted by MIRA only if the following criteria are met:
 - (1) The entire Acceptable Mixed Load must contain only Acceptable Solid Waste that is charged the same tip fee. Any Acceptable Mixed Load that contains Acceptable Solid Waste subject to different tip fees shall be charged the highest tip fee that is charged to any of the Participating Municipalities from which the waste originated.
 - (2) The Permittee/hauler shall use its best efforts to identify and provide MIRA notice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable MIRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.
 - (3) Permittee/hauler shall not deliver any Acceptable Mixed Load to any Waste Facility unless all of the Acceptable Solid Waste in the Acceptable Mixed Load is authorized by MIRA to be disposed of at such Waste Facility.
 - (4) Any delivery of an Acceptable Mixed Load must be billed in its entirety to the Permittee/hauler that delivers the Acceptable Mixed Load to the Waste Facility.
- (b) Haulers may not deliver loads containing Acceptable Recyclables that originate from more than one municipality. Loads from municipalities not participating in MIRA's recycling program will not be accepted unless MIRA has authorized such delivery.

4.11 Recycling Facilities Load Rejection Policy

- (a) MIRA or its Designee will reject loads if they include unacceptable levels of contamination, if they are unprocessable, or if they otherwise do not meet the terms and conditions hereof. Loads may be rejected before or after unloading. If a delivery is rejected after unloading, it is subject to a two hundred dollar (\$200.00) handling charge. If a delivery is rejected after unloading at a Recycling Transfer

Station into a transfer station trailer, it is subject to a five hundred dollar (\$500.00) fine for excessive contamination.

- (b) Loads that are rejected prior to unloading will not be subject to a handling charge unless MIRA or the Operators determine that such charge is appropriate under the circumstances. Loads that are rejected prior to unloading will be considered as voided transactions and the tonnage will not accrue to the municipality of origin. MIRA reserves the right to charge additional fees, disposal fees, and or penalties above two hundred dollars (\$200.00) when circumstances warrant such.
- (c) Loads will be considered unacceptable if any of the following apply:
 - (1) They originate from more than one municipality.
 - (2) They are found to be contaminated and/or unprocessable.
 - (3) MIRA has previously communicated in writing to the hauler that the load or loads cannot be delivered to the Recycling Facilities without prior written approval of MIRA.
- (d) Loads will be considered contaminated if any of the following apply:
 - (1) A load of commingled containers contains more than 5% unacceptable containers or materials other than Acceptable Commingled Container Recyclables.
 - (2) A load of paper fiber contains more than 5% unacceptable paper fibers or material other than Acceptable Paper Fiber Recyclables.
 - (3) A load of Single Stream Recyclables contains more than 5% unacceptable Paper Fiber Recyclables or Commingled Container Recyclables or materials other than Acceptable Paper Fiber Recyclables or Acceptable Commingled Container Recyclables.
- (e) Loads will be considered unprocessable if any of the following apply:
 - (1) More than 10% of a load of Paper Fiber Recyclables are wet except as a result of inclement weather.
 - (2) Acceptance of the load would significantly disrupt the normal operations of the Recycling Facility.
 - (3) More than 25% of a load's glass containers are broken in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.

- (4) More than 25% of aluminum cans are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
- (5) More than 25% of plastic containers are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
- (6) The condition of the load is such that a significant part (or the entire load) of the material would be unmarketable after processing or that by processing the material delivered in the load with the other accepted, processible material, such other accepted processible material would be rendered unprocessable and/or unmarketable by coming in contact with the material in the load.

5. BILLING

5.1 Payment of Invoices

- (a) Invoices shall be issued by MIRA and payable as follows: MIRA shall issue an invoice to each Permittee, at a minimum, on a monthly basis, and each Permittee shall pay in full such invoice within twenty (20) days from the date of such invoice or within the time specified in Permittee's specific contract with MIRA. If a Permittee's specific contract language with MIRA differs from the foregoing, then the specific contract language of Permittee shall prevail.

5.2 Liability for Payment of Invoices

Any Permittee who delivers to any of the Facilities by means of any vehicle, roll-off box or trailer that is owned, leased or operated by either such Permittee or by any other Permittee, person or entity, shall be responsible for the payment of any invoice issued by MIRA in connection with such delivery of waste/recyclables and the subsequent disposal or processing thereof by MIRA.

5.3 Past Due Invoices

- (b) If a Permittee fails to pay in full any invoice issued by MIRA pursuant to Section 5.1 on or before the close of business of the twentieth (20th) day following the date of such invoice or within the time specified in Permittee's specific contract with MIRA, then such invoice shall be deemed past due and a delayed payment charge of one percent (1%) of the amount past due may be imposed commencing on the thirtieth (30th) day following the invoice date and continuing on a monthly basis following such thirty (30) day period until such invoice is paid in full. If a Permittee's specific contract language with MIRA differs from the foregoing, then the specific contract language of Permittee shall prevail.

- (c) In accordance with *Connecticut General Statutes* Section 22a-220c(c), if a hauler is delinquent in paying any invoice to MIRA for three consecutive months, then MIRA must notify any municipality served by hauler of hauler's delinquency.

5.4 Miscellaneous

If any Permittee fails to pay any invoice under this Section 5 by the due date for such invoice, then MIRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for the same until such Permittee pays in full to MIRA all past due invoices including any interest thereon. Additionally, MIRA may at its sole discretion pursue any remedies available to it at law or in equity, including, but not limited to, procuring the amounts owed from such Permittee's Guaranty of Payment, in order to collect such amounts. In connection therewith, the Permittee shall also be liable for all costs, expenses or attorneys' fees incurred by MIRA in collecting the amounts of past due invoices owed by such Permittee to MIRA, whether or not suit is initiated.

5.5 Return Check Policy

- (a) For each check returned to MIRA, the Permittee will be charged a processing fee of fifty dollars (\$50.00). Permittee must also immediately submit a replacement check in the full amount by either a bank or certified check. In addition, Permittee may be denied access to the Facilities until such payment is received and processed by MIRA.
- (b) Permittees who have two returned checks within a four (4) month billing period will be required to submit all future payments by either bank or certified check for minimum period of six (6) months.

5.6 Disputes on Billing

In the event of a dispute on any portion of any invoice, the Permittee shall be required to pay the full amount of the disputed charge(s) when due, and the Permittee shall, within thirty (30) days from the date of the disputed invoice, give written notice of its dispute to MIRA. Such notice shall identify the disputed bill/invoice, state the amount in dispute and set forth a detailed statement of the grounds on which such dispute is based. No adjustment shall be considered or made by MIRA for the disputed charge(s) until notice is give as aforesaid.

6. SANCTIONS

6.1 Sanctions

- (a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to MIRA hereunder, MIRA may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See **Appendix A** attached hereto for examples of

violations and their applicable sanctions. However, Appendix A is not, nor is it intended to be, a complete listing of all violations and applicable sanctions.

- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at any of the Facilities, MIRA may in its sole discretion prohibit such individual from entering the premises of all or any part of the Project for a period to be determined by the Enforcement/Recycling Director or his/her designee.
- (c) MIRA may in its sole discretion reduce the sanctions authorized in Appendix A if MIRA determines that the circumstances involving the offense warrant such reduction.
- (d) In addition to any other violations of these procedures, sanctions shall be imposed by MIRA for the following:
 - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and MIRA for the delivery of Acceptable Solid Waste by Permittee to the Facilities;
 - (2) Delivery of waste from a municipality and representing that such waste is from another municipality (“Misrepresentation of Waste Origin”); and
 - (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.10 herein.
- (e) If a Permittee does not commit a violation during the six (6) month period following the Permittee’s most recent violation, the Permittee’s record will be considered clear and any subsequent violation after the six (6) month period will be considered the Permittee’s first violation.

6.2 Appeal Process

A Permittee/hauler will have the right to appeal a monetary violation imposed against it by MIRA to the Appeal Committee.

The following process must be followed to preserve the appeal rights of a Permittee/hauler:

- (a) Within 10 days of the date of the monetary violation, Permittee/hauler must contact the MIRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford, Connecticut 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation (“Incident Report”) on the violation at issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/hauler the Incident Report via certified mail/return receipt, with a cover letter noting the date the request was received.

- (c) Within 15 days of the receipt of the Incident Report, if Permittee/hauler has contradicting evidence that provides a reasonable basis to contest the Incident Report, Permittee/hauler must send a letter to the Director of Enforcement/Recycling at 100 Constitution Plaza, Hartford CT 06103, via certified mail/return receipt, explaining the reason for the appeal with a copy of the contradicting evidence.
- (d) No appeal will be granted if Permittee/hauler has not submitted evidence which contradicts the Incident Report or that provides a reasonable basis to contest the incident report.
- (e) No appeal will be granted if Permittee/hauler has not responded in the timeframe outlined above.
- (f) If the Permittee/hauler's request to initiate the appeals process is granted, any monetary fine(s) imposed against it in accordance with Appendix A shall be stayed pending the final decision of the Appeals Committee. If the appeal is denied or the monetary fines are reduced by the Appeals Committee, Permittee/hauler will be invoiced accordingly and the amount shall be paid in full by such Permittee/hauler within twenty (20) days from the date of such invoice.
- (g) The Appeal Committee shall consist of three (3) members: MIRA President or designee, MIRA Director of Legal Services or designee, and an impartial, uninvolved ad hoc hauler member selected from a list of haulers registered to use the Facilities.
- (h) The Appeal Committee will review the Incident Report and Permittee/hauler Information. The Appeal Committee may consolidate Incident Reports for the purpose of an appeal. The Appeal Committee will notify Permittee/hauler within 30 business days to come to the MIRA Headquarters. MIRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. This decision is final.
- (i) If an appeal is granted, the Appeal Committee, in its decision will determine by majority vote, the adjustment, if any, to the violation. If there is a tie due to abstention, no adjustment will be made. The Appeal Committee may decrease or dismiss the sanction, but at no time will a sanction be increased.

7. LEGAL

7.1 Consistent with Municipal Solid Waste Management Services Contract

It is intended that these procedures be consistent with the Municipal Solid Waste Management Services Agreement and with the applicable provisions of law. If any inconsistency should nevertheless appear, the applicable provisions of the Municipal Solid

Waste Management Services Agreement or the laws of the State of Connecticut shall control.

7.2 Governing Law

These Procedures shall be governed by and construed 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.

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APPENDIX A

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Non-Processible & Unacceptable Waste Violation	Misrepresentation of Origin Violation	Truck Route Violation
Examples of Violations (Not limited to)	Speeding; No back-up alarm; Unsecured door	Motor Vehicle Operation; Failure to Follow Instructions; No Tarp	Any Delivery of Hazardous Waste or medical waste to Facilities	Household furniture, white metals, scrap metals, Bulky Waste and any delivery of Unacceptable Waste	Misrepresentation of Origin of Delivered Waste	Any Use of Permittee's Vehicle On Non-Authorized Truck Route
1st	\$250.00	Written Warning to the Permittee	\$1,000.00	Written Warning to the Permittee	Written Warning to the Permittee	Written Warning to the Permittee
2nd	\$500.00	\$100.00	\$1,500.00	\$100.00	\$500.00	\$250.00
3rd	\$1,000.00	\$250.00	\$2,000.00	\$250.00	\$1,000.00	\$500.00
4th	\$1,500.00	\$750.00	\$3,000.00	\$750.00	\$1,500.00	\$1,000.00
5th	\$2,000.00	\$1,250.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,500.00
6th	\$2,500.00	\$2,500.00	\$5,000.00	\$1,500.00	\$2,500.00	\$3,000.00

Notes:

1. First, all Violations are done **By Disposal Location.**
2. Second, Violations are done **By Type.**
3. The above list does not include a complete list of violations. It is meant to illustrate the types of offenses that may constitute a violation.
4. Disposal privileges may be denied or suspended for serious or repeated violations.
5. Reloading charges may be applicable for certain waste violations and are payable to MIRA.

EXHIBIT B

I. TIER 1 PARTICIPATING MUNICIPALITIES

AVON	LYME	
BARKHAMSTED	MARLBOROUGH	
BEACON FALLS	MIDDLEBURY	
BETHLEHEM	MIDDLEFIELD	
BLOOMFIELD	NAUGATUCK	
CANAAN	NEW HARTFORD	
CANTON	NORFOLK	
CLINTON	NORTH CANAAN	
COLEBROOK	OLD LYME	
CORNWALL	OLD SAYBROOK	
DEEP RIVER	OXFORD	
DURHAM	PORTLAND	
EAST GRANBY	ROCKY HILL	
EAST HAMPTON	ROXBURY	
ELLINGTON	SALISBURY	
ESSEX	SHARON	
FARMINGTON	SIMSBURY	
GLASTONBURY	TORRINGTON	
GOSHEN	WATERTOWN	
GRANBY	WETHERSFIELD	
HADDAM	WINCHESTER	
HARTFORD	WOODBURY	
HARWINTON		
KILLINGWORTH		

EXHIBIT C**CONTRACT DELIVERIES****1. CONTRACT DELIVERY PERIODS**

The Term shall be divided into four (4) Contract Delivery Periods as presented in Table 1. During each Contract Delivery Period, Hauler shall deliver the portion of the Contract Deliveries presented in Table 1. It is understood and acknowledged that the portion of the Contract Deliveries in each Contract Delivery Period was mutually agreed to by Hauler and MIRA.

Table 1

LIMIT TYPE	DELIVERY PERIOD			
	1	2	3	4
	(July 1 – September 30)	(October 1 – December 31)	(January 1 – March 31)	(April 1 – June 30)
Portion of Contract Deliveries (Tons) <i>Note: Based on 10,000 tons. If MIRA accepts a proposal for more than 10,000 tons the quarterly tonnage amounts will be adjusted accordingly.</i>	2,750 tons	2,750 tons	2,750 tons*	1,750 tons*
Contract Delivery Cap (Tons)	110% of Contract Delivery Quantity Above	110% of Contract Delivery Quantity Above	110% of Contract Delivery Quantity Above	110% of Contract Delivery Quantity Above ¹

*There is a 28 day outage scheduled at the RRF during the month of April. Consequently, MIRA requires reduced deliveries during the month of April, which is reflected in the reduced Contract Deliveries scheduled during period 4. MIRA reserves the right to commence curtailment in late March if necessary and will establish a more precise delivery schedule with the Hauler.

MIRA reserves the right to reasonably implement a monthly schedule of Contract Delivery Periods at any time during the Term, following reasonable written notice to and consultation with Hauler.

Numeric quantities to be inserted based on the total amount of Contract Deliveries in Section 4 of the Agreement, as agreed upon by the Parties.

2. CONTRACT DELIVERY CAP

During each Contract Delivery Period, Hauler may deliver Interruptible Contract Waste in excess of the Contract Deliveries and up to the delivery cap for each Delivery Period (the “Contract Delivery Cap”), as presented in Table 1 above. Any such excess deliveries up to the Delivery Cap are subject to all of the terms and conditions of this Agreement including the per-ton fee established in Section 8. In the event that MIRA agrees to accept deliveries of ICW above the contract delivery cap as set forth in Section 4 of the Agreement, such additional deliveries shall also be subject to all of the terms and conditions of this Agreement, including the per-ton tip fee established in Section 8.

3. FAILURE TO DELIVER CONTRACT DELIVERIES; DELIVERY PAYMENT

The following criteria shall be used to determine whether the applicable Contract Deliveries have been met:

- Only Interruptible Contract Waste shall be credited toward the Contract Deliveries. Loads or tons of waste rejected by MIRA or its agents pursuant to the Procedures shall not be credited toward the Contract Deliveries.
- Spot Waste (as defined in Section 2.5 of the Procedures) delivered by Hauler shall not be credited toward the Contract Deliveries.

If Hauler fails to meet its Contract Deliveries obligation:

- (a) for Contract Delivery Period 2 or 3, for any reason other than as permitted under this Agreement, then in addition to any other remedies available to MIRA pursuant to this Agreement, Hauler shall pay to MIRA the amount of thirty and 00/100 (\$30.00) dollars for each ton of Contract Deliveries Hauler failed to deliver; and
- (b) for Contract Delivery Period 1 or 4, for any reason other than as permitted under this Agreement, then in addition to any other remedies available to MIRA pursuant to this Agreement, Hauler shall pay to MIRA the amount of fifteen and 00/100 (\$15.00) dollars for each ton of Contract Deliveries Hauler failed to deliver.

The amounts payable pursuant to subsections (a) and (b) above are the “Delivery Payments.” The Delivery Payments shall be invoiced following each Delivery Period in accordance with Section 7 of the Agreement.

To eliminate doubt, Contract Deliveries shall not be prorated or otherwise reduced in the event of the termination of this Agreement by MIRA as the result of a breach of this Agreement by Hauler pursuant to Section 14 of this Agreement. The Parties agree that the Hauler shall not be excused for its failure to meet its Contract Deliveries obligations by reason of an early termination by MIRA for a breach of this Agreement by the Hauler pursuant to Section 14 of this Agreement.

EXHIBIT D: SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public

agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT E

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

EXHIBIT F

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



AFFIDAVIT CONCERNING CONSULTING FEES

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder/proposer/statement of qualifications submitter for an Agreement (the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "AGREEMENT FOR DELIVERY OF INTERRUPTIBLE CONTRACT WASTE FROM JULY 1, 2015 TO JUNE 30, 2016" (the "Agreement") with the Materials Innovation and Recycling Authority ("MIRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of MIRA, whether or not direct contact with MIRA, a MIRA official, a MIRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

¹ Pursuant to Section 1-94 of Chapter 10 of the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

² Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")

Name of Consultant:	
Name of Consultant's Firm:	
Description of the Basic Terms of the Consulting Agreement:	
Brief Description of the Services Provided:	
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to the question above concerning whether or not the consultant is a former state employee or public official is "Yes," the following information must be provided.	
Name of Former Agency:	
Date Employment Terminated:	

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date



**CONTRACTOR’S CERTIFICATION
CONCERNING GIFTS**

**AGREEMENT FOR DELIVERY OF INTERRUPTIBLE CONTRACT WASTE
FROM JULY 1, 2015 TO JUNE 30, 2016**

(This CERTIFICATION is to be signed by an authorized officer of the Contractor or the Contractor’s managing general partner.)

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer/statement of qualifications submitter for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

I, _____, a duly authorized officer and/or representative of _____ (firm name) (the “Contractor”), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal/statement of qualifications for the “AGREEMENT FOR DELIVERY OF INTERRUPTIBLE CONTRACT WASTE FROM JULY 1, 2015 TO JUNE 30, 2016” (the “Agreement”) to the Materials Innovation and Recycling Authority (“MIRA”), has been selected by MIRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with MIRA; and
3. No gifts were made between January 1, 2015 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor’s bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor’s bid/proposal/statement of qualifications for or the negotiation of the Agreement

to

- (1) Any public official or employee of MIRA who participated substantially in the preparation of the bid/proposal/qualifications solicitation for or the negotiation or award of the Agreement (such MIRA employees are listed in Table 2 below), or
- (2) Any public official or state employee of any state agency who has supervisory or appointing authority over MIRA (such public officials and state employees are listed in Table 3 below); and

4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and
5. The Contractor made the bid/proposal/statement of qualifications for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: MIRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Peter Egan, Director of Operations and Environmental Affairs
Thomas Gaffey, Director of Recycling and Enforcement
Roger Guzowski, Contract and Procurement Manager
Thomas Kirk, President
Katha Kerr, Senior Operations Analyst

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

Governor Dannel P. Malloy
Senator Martin Looney, President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Brendan Sharkey, Speaker of the House of Representatives
Representative Themis Klarides, Minority Leader of the House of Representatives

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of

_____ (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall **not** include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-601a of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to a state agency or quasi-public agency (i) for use on state or quasi-public agency property, or (ii) that support an event, and (B) which facilitate state or quasi-public agency action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state or a quasi-public agency, or (ii) property leased to a state agency or quasi-public agency;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.
- (16) Training that is provided by a vendor for a product purchased by a state or quasi-public agency which is offered to all customers of such vendor; or
- (17) Travel expenses, lodging, food, beverage and other benefits customarily provided by a prospective employer, when provided to a student at a public institution of higher education whose employment is derived from such student's status as a student at such institution, in connection with bona fide employment discussions.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.



**PRESIDENT’S CERTIFICATION
CONCERNING GIFTS**

**AGREEMENT FOR DELIVERY OF INTERRUPTIBLE CONTRACT WASTE
FROM JULY 1, 2015 TO JUNE 30, 2016**

Awarded To

[NAME OF HAULER]

(This CERTIFICATION is to be signed by the President of MIRA
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Materials Innovation and Recycling Authority (“MIRA”) hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the “AGREEMENT FOR DELIVERY OF INTERRUPTIBLE CONTRACT WASTE FROM JULY 1, 2015 TO JUNE 30, 2016” was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Materials Innovation and Recycling Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court