



**REQUEST FOR BIDS  
("RFB")**

**FOR**

**ON-CALL MUNICIPAL SOLID WASTE DIVERSION  
TRANSPORTATION AND DISPOSAL WORK  
(RFB Number FY15-OP-004)**

**BID DUE DATE – APRIL 23, 2015**

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

**March 16, 2015**

**REQUEST FOR BIDS**  
**For**  
**ON-CALL MUNICIPAL SOLID WASTE DIVERSION**  
**TRANSPORTATION AND DISPOSAL WORK**

**(RFB Number 15-OP-004)**

Materials Innovation and Recycling Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

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**REQUEST FOR BIDS  
FOR  
ON-CALL MUNICIPAL SOLID WASTE DIVERSION  
TRANSPORTATION AND DISPOSAL WORK  
SECTION 1  
REQUEST FOR BIDS  
(INCLUDING INSTRUCTIONS TO BIDDERS)**

**REQUEST FOR BIDS  
(INCLUDING INSTRUCTIONS TO BIDDERS)**

**ON-CALL MUNICIPAL SOLID WASTE DIVERSION  
TRANSPORTATION AND DISPOSAL WORK**

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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 (“CRRA”) 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.

Among the MIRA facilities that manage municipal solid waste (“MSW”) are the following (hereinafter collectively referred to as the “MIRA MSW Facilities”):

- (a) The Resource Recovery Facility (“RRF”), located at 300 Maxim Road, Gate 70, Hartford, Connecticut 06114;

- (b) The Essex Transfer Station, located at Dump Road, Essex, Connecticut 06426;
- (c) The Torrington Transfer Station, located at Vista Drive (formerly Old Dump Road), Torrington, Connecticut 06790; and
- (d) The Watertown Transfer Station, located at Echo Lake Road, Watertown, Connecticut 06795.

As used in the RFB Package Documents, “Municipal Solid Waste” means municipal solid waste generated by and collected from residential, commercial, institutional, industrial or other establishments, but does not include (i) bulky items such as construction, demolition and/or land clearing debris, (ii) non-processible items such as household furniture, mattresses, rugs, etc, (iii) solid waste which contains hazardous waste as defined in Connecticut General Statutes Sec. 22a-115, or (iv) any other waste deemed unacceptable by MIRA.

Normally, the MSW from the three transfer stations herein is shipped to the RRF where it is processed and combusted to produce electricity. However, on occasion MIRA finds it necessary to divert MSW from one or more of the MIRA MSW Facilities.

Generally, MSW diversion work is needed during unscheduled maintenance outages and during periods of high waste deliveries. The quantity of MSW MIRA authorizes for diversion varies considerably. MIRA frequently uses multiple contractors during periods when MSW diversions are needed. When diversions are needed, MIRA usually diverts MSW from one or more of the three transfer stations (Essex Transfer Station, Torrington Transfer Station and Watertown Transfer Station). On rare occasions, MIRA diverts MSW from the RRF.

Many of the tons of MSW that MIRA accepts are interruptible, meaning that the MIRA customers delivering such interruptible MSW agree to curtail deliveries as necessary. In the last 3 Fiscal Years, MIRA has only diverted 1,135 tons of MSW from the CSWS system (during July 2014). However, during the Term of the Agreement, MIRA expects to have agreements for the delivery of roughly 500,000 tons of MSW annually that are not interruptible and which MIRA must divert if the RRF is not capable of accepting all of those non-interruptible tons.

MIRA is seeking bids from qualified entities to provide on-call transportation and disposal work for the diversion of MSW from one or more of the MIRA MSW Facilities for the period from July 1, 2015 through June 30, 2018. In their bids, bidders must provide a per-ton price for the transportation of MSW to be diverted. In addition, bidders must provide MIRA with their selected disposal locations, **but the price for disposal will be provided to MIRA at the time MIRA asks a successful bidder for work during the term of the Agreement.** MIRA will adjust the per-ton transportation prices to account for changes in the price of fuel. MIRA makes no representation that any successful bidder will actually be called on to provide any of the work.

When MIRA needs to divert MSW, MIRA will contact one or more of the successful bidders and obtain from each of them their then current disposal price of the MSW to be diverted to their disposal facilities as detailed in their bids. A bidder must detail all of their

proposed disposal facilities in its bid. MIRA, at its sole discretion, may reject any such proposed disposal facility. Based on the combined disposal price and the adjusted transportation price (the transportation prices submitted by the bidder in its bid as adjusted pursuant to Exhibit C, “Semi-Annual Fuel Price Adjustment Formula,” of the Agreement) MIRA will select one of more of the successful bidders to divert the MSW.

## 2. RFB Schedule

The following is the schedule for the RFB process:

| ITEM                           | DATE                                       |
|--------------------------------|--|
| RFB Documents Available        | Monday, March 16, 2015                     |
| Deadline for Written Questions | 3:00 p.m., Thursday, April 9, 2015         |
| Response to Written Questions  | No Later Than Friday, April 17, 2014       |
| Bids Due at MIRA               | <b>3:00 p.m., Thursday, April 23, 2015</b> |
| 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 bids and republish this RFB. MIRA also reserves the right at its sole and absolute discretion to terminate this RFB process at any time prior to the execution of any Agreement.

## 3. Definitions

As used in this Instructions To Bidders 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 bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
  - (1) AGREEMENT FOR ON-CALL MUNICIPAL SOLID WASTE DIVERSION TRANSPORTATION AND DISPOSAL WORK (the “Agreement”), including all exhibits;
  - (2) RFB Package Documents (defined in (g) below)
  - (3) Addenda;
  - (4) Contractor’s Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-bid documentation submitted prior to the Notice Of Award);

- (5) Notice Of Award,
  - (6) Notice To Proceed; and
  - (7) 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 bidder that states that MIRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before MIRA executes the Agreement.
- (e) **Project:** The provision by the successful bidder of on-call MSW diversion transportation and disposal work, in accordance with the Contract Documents.
- (f) **Properties:** The certain parcels of real property on which the MIRA MSW Facilities are located.
- (g) **RFB Package Documents:**
1. Request for Bids (Including Instructions To Bidders)
  2. Notice Of Interest Form
  3. Mandatory Bid Forms
    - 3.1. Bid Form
    - 3.2. Bid Price Form
    - 3.3. Business Information Form
    - 3.4. Disposal Facility Form
    - 3.5. Vehicle Safety Standards Compliance Form
    - 3.6. Background Questionnaire
    - 3.7. Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health And Safety
    - 3.8. Affidavit Concerning Nondiscrimination
  4. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
  5. AGREEMENT FOR ON-CALL MUNICIPAL SOLID WASTE DIVERSION TRANSPORTATION AND DISPOSAL WORK and Exhibit's A-J thereto
- (h) **Sites:** Those areas of the Properties upon which any of the Work is to be performed, furnished and completed by the successful bidder in accordance with the Contract Documents.

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

#### **4. Communications With MIRA Staff and Board Members**

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

#### **5. Reserved Rights**

MIRA reserves the following rights at its sole and absolute discretion:

- (a) To reject any and all bids, or part(s) thereof, and/or to waive any informality or informalities in any bid or in the process for the RFB, if such rejection or waiver is deemed in the best interests of MIRA.
- (b) To republish this RFB after having rejected any or all of the bids; and
- (c) To supplement, amend, or otherwise modify or cancel this RFB with or without substitution of another RFB;
- (d) To provide supplemental information only to prospective bidders who submit a mandatory Notice of Interest Form;
- (e) To conduct investigations of the bidders and their bids;
- (f) To clarify the information provided pursuant to this RFB;
- (g) To request additional evidence or documentation to support the information included in any bid;
- (h) To terminate this RFB process at any time prior to the execution of any Agreement.

#### **6. Scope Of Work**

MIRA is seeking bids from qualified contractors to furnish all labor, materials, supplies, tools, equipment, trucks and other facilities and necessary appurtenances or property for, or incidental to, the "On-call Municipal Solid Waste Diversion Transportation and Disposal Work" (the "Work").

When, for whatever reason, MIRA needs to divert MSW from one or more MIRA MSW Facilities, it will, at its sole and absolute discretion, call on one or more of the successful bidders to provide their then current per-ton disposal price for the MSW to be diverted to the disposal facilities detailed in their bids. A bidder must detail all of its proposed disposal facilities in its bid. MIRA, at its sole discretion, may reject any such proposed disposal facility. By listing a proposed disposal facility in its bid, a bidder is certifying that it has an



account in good standing allowing the bidder to deliver MSW at the proposed disposal facility.

Based on the combined disposal price and the adjusted transportation price (the transportation prices submitted by the bidder in its bid as adjusted pursuant to **Exhibit C**, “Fuel Price Adjustment,” of the Agreement), MIRA will select one or more of the successful bidders to divert the MSW. The successful bidder(s) shall transport the MSW to and dispose of it at a properly permitted MSW disposal facility selected by the successful bidder and identified in the successful bidder’s bid.

MIRA’s notification to the successful bidder(s) requesting diversion transportation and disposal Work for a particular period shall be determined on an on-call, as-needed basis, communicated to the successful bidder(s) via telephone call, e-mail and/or fax. Direction to divert is normally given by MIRA on the Thursday or Friday immediately preceding the week exports are needed. Normally, diversion activities are performed on a Monday through Friday schedule. The quantity of MSW to be diverted by the successful bidder(s) will vary from week-to-week and month-to-month. MIRA makes no representations or guarantees regarding the amount of MSW that might be diverted by any successful bidder(s).

Trucks for the transport of MSW shall be supplied by the successful bidder(s) and meet the permit requirements of MIRA and any other governmental regulatory bodies. The trucks must be 100-cubic yard transfer trailers with open top loading. MSW loads must be covered during transport to disposal facilities to avoid spillage. All trucks must be inspected periodically by the successful bidder(s) to assure compliance with these requirements.

Payment for Work performed by the successful bidder(s) shall be based on the scale weights generated by MIRA’s scales at the MIRA MSW Facilities. When submitting invoices for payment, the successful bidder(s) shall use scale weights when calculating fees owed by MIRA for the Work. MIRA shall not pay invoices that are not based on MIRA scale weights.

Specific instructions about how the Work are to be performed are included in the Agreement. The Work will be provided in accordance with and as required by the Contract Documents.

## **7. Availability of RFB Package Documents**

Complete sets of the RFB Package Documents may be obtained on the World Wide Web beginning **as per the schedule set forth in Section 2 of this Request For Bids (Section 1 of the RFB Package Documents)**:

<http://www.crra.org> under the “Business Opportunities” page; select the “RFB: ON-CALL MUNICIPAL SOLID WASTE DIVERSION TRANSPORTATION AND DISPOSAL WORK” link.

The RFB 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 RFB is located. Prospective bidders can fill the forms out by typing the answers on their computer's keyboard. The forms can then be printed and submitted with the bid. MIRA encourages firms to make use of the downloaded Word forms.

The RFB Package Documents are also available Monday through Friday, from 8:30 a.m. to 4:30p.m. at MIRA's offices, 100 Constitution Plaza, 6<sup>th</sup> 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 \$35.00 for anyone picking up the documents at MIRA's office. Payment should be made by check payable to "Materials Innovation and Recycling Authority."

## 8. Notice of Interest

MIRA encourages entities interested in this RFB to submit a Notice Of Interest Form (Section 2 of the RFB Package Documents) to MIRA as soon as possible. The Notice Of Interest Form is available on MIRA's web site along with the other RFB documents. While not mandatory, MIRA will use the information provided on the form to notify prospective bidders about the availability of addenda and other information related to the RFB.

## 9. Addenda And Interpretations

MIRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of the RFB Package Documents and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in the RFB Package Documents must be **submitted in writing to Roger Guzowski by e-mail ([rguzowski@ctmira.org](mailto:rguzowski@ctmira.org)), by fax (860-757-7742), or by correspondence (MIRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by MIRA by the deadline set forth in Section 2 of this Request For Bids (Section 1 of the RFB Package Documents).**

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 RFB Package Documents. Such addenda will also be posted on MIRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "ON-CALL MUNICIPAL SOLID WASTE DIVERSION TRANSPORTATION AND DISPOSAL WORK" heading). Such addenda will be mailed/e-mailed and posted on the web site as per the schedule in Section 2 of this Request for Bids (Section 1 of the RFB Package Documents)

Failure of any bidder to receive any such Addenda shall not relieve such bidder 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, state-**

**ments, interpretations or clarifications shall be without legal effect and shall not be binding upon MIRA.**

## **10. Bid Submittal Procedures**

**Sealed bids shall be submitted no later than the time and date set forth in Section 2 of this Request For Bids (Section 1 of the RFB Package Documents)** at the offices of MIRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Roger Guzowski. Bids received after the time and date set forth above shall be rejected.

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

Each bid (the original and one copy) shall be enclosed in a sealed envelope that shall be clearly marked "Bid for ON-CALL MUNICIPAL SOLID WASTE DIVERSION TRANSPORTATION AND DISPOSAL WORK."

Bids shall remain open and subject to acceptance for ninety (90) days after the bid due date.

**The terms and conditions of the Agreement (Section 5 of the RFB Package Documents), as attached, are non-negotiable. Any potential bidder that will be unable to execute the Agreement, as attached, should not submit a bid.**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to MIRA's office at any time prior to the bid due date.

## **11. Bid Contents**

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

A bid 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 bidder and the date the bid is submitted;
- (b) Cover letter, signed by a person authorized to commit the bidder to the contractual arrangements with MIRA, which includes the following:
  - (1) The name of the bidder;
  - (2) A clear statement indicating that the attached bid constitutes a firm and binding offer by the bidder to MIRA considering the terms and conditions outlined in the RFB; and

- (3) The bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 12.2 of this Instructions To Bidders);
- (c) Table of Contents for the bidder's bid (i.e., not the Table of Contents for the RFB Package Documents);
- (d) The completed Bid Form (Section 3.1 of the RFB Package Documents), with Addenda, if any, listed in the appropriate place (Page 2 of the Bid Form), the name and address of the contact for Notices listed in the appropriate place (Page 7 of the Bid Form) and the completed agreement section (Page 7 of the Bid Form);
- (e) The completed Bid Price Form (Section 3.2 of the RFB Package Documents);
- (f) The completed Business Information Form (Section 3.3 of the RFB Package Documents);
- (g) The completed Disposal Facility Form (Section 3.4 of the RFB Package Documents);
- (h) The completed Vehicle Safety Standards Compliance Form (Section 3.5 of the RFB Package Documents);
- (i) The completed Background Questionnaire (Section 3.6 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (j) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 3.7 of the RFB Package Documents), with the bidder's most recent EEO-1 data attached if the bidder wishes such data to be considered in the evaluation of its bid;
- (k) The completed Affidavit Concerning Nondiscrimination (Section 3.8 of the RFB Package Documents), subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
- (l) A copy of the bidder's up-to-date certificate of insurance showing all current insurance coverage.

Bidders should not include in their bids other portions of the RFB Package Documents (e.g., this Instructions To Bidders or the Agreement).

A bidder may include additional information as an addendum/appendix to its bid if the bidder thinks that it will assist MIRA in evaluating the bidder's bid. A bidder should not include information that is not directly related to the subject matter of this solicitation.

## 12. Bid Opening

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

**MIRA reserves the right to reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process for this Project.**

## 13. Bid Evaluation

The award of the contract for the Work will be made, if at all, to the bidder(s) whose evaluation by MIRA results in MIRA determining that such award to such bidder(s) is in the best interests of MIRA. **However, the selection of a bidder(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.

### 13.1 Evaluation Criteria

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

1. Cost;
2. Proven ability of the bidder to perform the Work 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.

### 13.2 Affirmative Action Evaluation Criteria

All bids will also be rated on the bidder'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 bidder'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 3.7 of the RFB Package Documents));
- (b) The bidder'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 Ques-

tionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 3.7 of the RFB Package Documents));

- (c) The bidder'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 3.7 of RFB Package Documents));
- (d) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 10(j) of this Instructions To Bidders); and
- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (see Section 10(b) of this Instructions To Bidders).

#### **14. Contract Award**

If the contract is to be awarded, MIRA will issue to the successful bidder(s) a Notice Of Award within ninety (90) days after the bid due date.

This written notice of Award will include instructions and deadlines regarding the execution of the Agreement, including but not necessarily limited to: delivery of requisite certificates of insurance; execution of an Affidavit Concerning Consulting Fees (as per Section 14 of this Request for Proposals); execution of a Certification Concerning Gifts (as per Section 15 of this Request for Proposals); and delivery of successful Bidder's W-9 Request for Taxpayer Identification Number and Certification. If a successful Bidder does not complete the instructions by the deadline(s) set forth in the Notice of Award (typically 10 days), MIRA will be entitled to consider the successful Bidder's rights arising out of MIRA's acceptance of their BID as abandoned and terminated and MIRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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 bidder and subsequently awarding the Notice of Award to another bidder. Such action by MIRA shall not constitute a breach of this RFB by MIRA since the Notice Of Award to the initial bidder is deemed to be void ab initio and of no effect as if no Agreement ever existed between MIRA and the initial bidder.

#### **15. Affidavit Concerning Consulting Fees**

Pursuant to *Connecticut General Statutes* Section 4a-81, the apparently successful Bid 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 RFB whereby any duties of the consultant pursuant to the contract require the consultant to pursue communi-

cations concerning the business of MIRA, whether or not direct contract with MIRA was expected or made (see Exhibit H of the Agreement – Section 5 of the RFB Package Documents).

**16. Contractor’s Certification Concerning Gifts**

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful bidder(s) must submit a document certifying that it has not given any gifts to certain individuals between the date MIRA started planning the RFB and the date the Agreement is executed. If the apparently successful Bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which the bidder 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 I of the Agreement - Section 5 of the RFB Package Documents).

**17. Bidder’s Qualifications**

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

**18. Bid Preparation And Other Costs**

Each bidder shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its bid, 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 BIDS  
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ON-CALL MUNICIPAL SOLID WASTE DIVERSION  
TRANSPORTATION AND DISPOSAL WORK**

**SECTION 2**

**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. Forms should be submitted no later than the date specified below. 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 by the Form Due Date.

|               |   |
|---------------|---|
| Solicitation: | <b>On-Call Municipal Solid Waste Diversion Transportation And Disposal Work</b> |
| RFB Number:   | <b>15-OP-004</b>  |

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:           | <b>Roger Guzowski</b>   |
| E-Mail Address:         | <b><u><a href="mailto:rguzowski@ctmira.org">rguzowski@ctmira.org</a></u></b>  |
| Fax Number:             | <b>(860) 757-7742</b>   |
| Correspondence Address: | <b>Materials Innovation and Recycling Authority<br/>100 Constitution Plaza, 6<sup>th</sup> Floor<br/>Hartford, CT 06103</b> |

**REQUEST FOR BIDS  
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TRANSPORTATION AND DISPOSAL WORK**

**SECTION 3  
BID FORMS**

Includes

- 3.1 Bid Form**
- 3.2 Bid Price Form**
- 3.3 Business Information Form**
- 3.4 Disposal Facility Form**
- 3.5 Vehicle Safety Standards Compliance Form**
- 3.6 Background Questionnaire**
- 3.7 Questionnaire Concerning Affirmative Action, Small Business  
Contractors and Occupational Health And Safety**
- 3.8 Affidavit Concerning Nondiscrimination**



**BID FORM**

**RFB NUMBER:** 15-OP-004

**CONTRACT FOR:** On-Call Municipal Solid Waste Diversion Transportation And Disposal Work

**BID SUBMITTED TO:** Materials Innovation and Recycling Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

**1. DEFINITIONS**

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

**2. TERMS AND CONDITIONS**

The undersigned (the “Bidder”) accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for ninety (90) days after the bid due date.

If MIRA issues a Notice Of Award to Bidder, Bidder 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 Affidavit Concerning Consulting Fees;
- (c) Execute and deliver to MIRA the Contractor’s Certification Concerning Gifts;
- (d) Execute and deliver to MIRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (e) Satisfy all other conditions of the Notice Of Award.

**3. BIDDER’S OBLIGATIONS**

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

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

**4. BIDDER’S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT**

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB Package Documents, are substantially non-negotiable, and Bidder is willing to and shall, if MIRA accepts its Bid for the Work and issues a Notice Of Award to Bidder, execute such Agreement. However, MIRA reserves the right to negotiate with Bidder over Bidder’s price for the Work submitted on its Bid Price Form.

**5. BIDDER’S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this Bid, Bidder represents that:

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

| <b>Addendum Number</b> | <b>Date Issued</b> |
|------------------------|--------------------|
|                        |                    |
|                        |                    |
|                        |                    |
|                        |                    |

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

## **6. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS**

In submitting this Bid, Bidder acknowledges and agrees that:

- (a) All information and data included in the RFB 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 bidders;
- (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) Bidder 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) Bidder 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.

**7. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

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

**8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

In submitting this Bid, Bidder acknowledges and agrees that MIRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Bidder shall not charge MIRA any State of Connecticut taxes or assessments at any time in connection with Bidder's performance of this Agreement, nor shall Bidder include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to MIRA hereunder. Bidder 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 bid or other submittal to MIRA in connection with this RFB.

**9. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Bid, Bidder:

- (a) Recognizes and agrees that MIRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with Bidder's Bid is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Bidder 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.

**10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION**

By submission of this Bid, the Bidder, 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 Bid 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 Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to the “bid opening” to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- (d) Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the Work over any other bidder for the Work or over MIRA.

## **11. BIDDER’S REPRESENTATIONS CONCERNING RFB FORMS**

By submission of this Bid, the Bidder, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB that are submitted to MIRA as part of its Bid are identical in form and content to the preprinted forms in the RFB 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.

## **12. BIDDER’S WAIVER OF DAMAGES**

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

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

## **13. BIDDER’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 4 [SEEC Form 11] of the RFB Package Documents.

#### **14. ATTACHMENTS**

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

- (a) The completed Bid Price Form;
- (b) The completed Company Information Form;
- (c) The completed Background And Experience Form;
- (d) The completed References Form;
- (e) The completed Disposal Facility Form;
- (f) The completed Subcontractor Identification Form;
- (g) The completed Vehicle Safety Standards Compliance Form;
- (h) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (i) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder;
- (j) Affidavit Concerning Nondiscrimination that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court; and
- (k) A copy of the Bidder's up-to-date certificate of insurance showing all current insurance coverage.



**15. NOTICES**

Communications concerning this Bid should be addressed to Bidder at the address set forth below.

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

**16. ADDITIONAL REPRESENTATION**

Bidder hereby represents that the undersigned is duly authorized to submit this Bid on behalf of Bidder.

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 2015

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



## BID PRICE FORM

In the following table(s), Bidder shall provide the following information related to the Bidder's Bid Price for Transportation of Diversion MSW for each disposal facility selected by the Bidder:

- (a) The distance in miles from the Disposal Facility to the MIRA MSW Facility from which Bidder proposes to provide diversion Work;
- (b) The transportation price per ton for which Bidder proposes to divert such MSW, assuming that the price per gallon of fuel is **\$3.18**; and
- (c) The percentage of the transportation price per ton that is attributable to fuel costs.

A Bidder will only be considered for providing MSW diversion transportation and disposal work for those facilities for which it has provided the requested information. Bidder is not required to propose to provide MSW diversion transportation and disposal work for each MIRA MSW Facility. Bidder may propose to provide such work from one or more such Facilities.

When MIRA needs to divert MSW, MIRA will contact one or more of the successful bidders and obtain from each of them their then current disposal price for the MSW to be diverted. The disposal price provided by a successful bidder will be combined with the then current transportation price for that successful bidder to determine the cost to MIRA for having that successful bidder dispose of the MSW to be diverted.

As detailed in **Exhibit C** of the Agreement, the then current transportation price will be determined on a semi-annual basis (July 1<sup>st</sup> and January 1<sup>st</sup>) by adjusting the fuel portion of the Bidder's transportation price (the Bidder's "Bid Price Per Ton for Transportation" multiplied by the Bidder's "Percentage of 'Bid Price Per Ton for Transportation' Represented by Fuel Cost") to reflect increases/decreases in the cost of fuel. The base price for the fuel adjustment shall be \$3.18, the January 2015 price of fuel specified by the U.S. Department of Labor, Bureau of Labor Statistics for Northeast Urban Automotive Diesel Fuel (Series ID Number APU010074717). This is the "Bid Fuel Price" in the formula in **Exhibit C**.

**NOTE:** If desired, Bidder may propose more disposal facilities than provided for in this Form. In such a case, Bidder should duplicate Page 2 of this Form, complete it and attach the Page to this Form.

|                                       |  |
|---------------------------------------|--|
| <b>Disposal Facility 1 (identify)</b> |  |
|---------------------------------------|--|

| MIRA MSW Facility | Miles from MSW Management Facility to Disposal Facility | Assumed Per Gallon Price of Fuel | Bid Price Per Ton for Transportation | Percentage of "Bid Price Per Ton for Transportation" Represented by Fuel Cost |
|-------------------|---|----------------------------------|--------------------------------------|---|
| RRF (in Hartford) |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Essex TS          |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Torrington TS     |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Watertown TS      |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |

|                                       |  |
|---------------------------------------|--|
| <b>Disposal Facility 2 (identify)</b> |  |
|---------------------------------------|--|

| MIRA MSW Facility | Miles from MSW Management Facility to Disposal Facility | Assumed Per Gallon Price of Fuel | Bid Price Per Ton for Transportation | Percentage of "Bid Price Per Ton for Transportation" Represented by Fuel Cost |
|-------------------|---|----------------------------------|--------------------------------------|---|
| RRF (in Hartford) |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Essex TS          |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Torrington TS     |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Watertown TS      |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |

|                                       |  |
|---------------------------------------|--|
| <b>Disposal Facility 3 (identify)</b> |  |
|---------------------------------------|--|

| MIRA MSW Facility | Miles from MSW Management Facility to Disposal Facility | Assumed Per Gallon Price of Fuel | Bid Price Per Ton for Transportation | Percentage of "Bid Price Per Ton for Transportation" Represented by Fuel Cost |
|-------------------|---|----------------------------------|--------------------------------------|---|
| RRF (in Hartford) |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Essex TS          |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Torrington TS     |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Watertown TS      |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |

|                                       |  |
|---------------------------------------|--|
| <b>Disposal Facility 4 (identify)</b> |  |
|---------------------------------------|--|

| MIRA MSW Facility | Miles from MSW Management Facility to Disposal Facility | Assumed Per Gallon Price of Fuel | Bid Price Per Ton for Transportation | Percentage of "Bid Price Per Ton for Transportation" Represented by Fuel Cost |
|-------------------|---|----------------------------------|--------------------------------------|---|
| RRF (in Hartford) |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Essex TS          |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Torrington TS     |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Watertown TS      |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |

|                                       |  |
|---------------------------------------|--|
| <b>Disposal Facility 5 (identify)</b> |  |
|---------------------------------------|--|

| MIRA MSW Facility | Miles from MSW Management Facility to Disposal Facility | Assumed Per Gallon Price of Fuel | Bid Price Per Ton for Transportation | Percentage of "Bid Price Per Ton for Transportation" Represented by Fuel Cost |
|-------------------|---|----------------------------------|--------------------------------------|---|
| RRF (in Hartford) |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Essex TS          |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Torrington TS     |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Watertown TS      |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |

|                                       |  |
|---------------------------------------|--|
| <b>Disposal Facility 6 (identify)</b> |  |
|---------------------------------------|--|

| MIRA MSW Facility | Miles from MSW Management Facility to Disposal Facility | Assumed Per Gallon Price of Fuel | Bid Price Per Ton for Transportation | Percentage of "Bid Price Per Ton for Transportation" Represented by Fuel Cost |
|-------------------|---|----------------------------------|--------------------------------------|---|
| RRF (in Hartford) |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Essex TS          |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Torrington TS     |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Watertown TS      |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |

|                                       |  |
|---------------------------------------|--|
| <b>Disposal Facility 7 (identify)</b> |  |
|---------------------------------------|--|

| MIRA MSW Facility | Miles from MSW Management Facility to Disposal Facility | Assumed Per Gallon Price of Fuel | Bid Price Per Ton for Transportation | Percentage of "Bid Price Per Ton for Transportation" Represented by Fuel Cost |
|-------------------|---|----------------------------------|--------------------------------------|---|
| RRF (in Hartford) |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Essex TS          |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Torrington TS     |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |
| Watertown TS      |   | <b>\$3.18</b>                    | \$ Per Ton                           | %   |

Bidder affirms that the Bid prices above, as such prices may be adjusted pursuant to **Exhibit C** of the Agreement, represent the entire cost to complete the transportation portion of the Work in accordance with the Contract Documents, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the transportation portion of the Work, and that each and every such claim is hereby expressly waived by Bidder.

|                                     |  |
|-------------------------------------|--|
| Name of Bidder (Firm):              |  |
| Signature of Bidder Representative: |  |
| Name (Type/Print):                  |  |
| Title:                              |  |
| Date:                               |  |



# 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/<br>Headquarters<br>Address:   | Address 1:             |                                      |  |                    |  |
|   | Address 2:             |                                      |  |                    |  |
|   | City, State, Zip Code: |                                      |  |                    |  |
| Servicing Office<br>Address (if<br>different than<br>Central Office/<br>Headquarters<br>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<br>(City and State):   |                        |                                      |  |                    |  |

|   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| Is Bidder registered to do business in Connecticut?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Does Bidder intend to create a separate business entity to perform the Services contemplated by the RFB and contract documents? | <input type="checkbox"/> | <input type="checkbox"/> |

**2. CONTRACTOR HISTORY AND OVERVIEW**

In the box below or in a separate format attached hereto this business information form, please provide a brief history of the Contractor and Contractor's principal lines of work (not to exceed one page).

**3. FIRM BACKGROUND AND EXPERIENCE**

In the box below or in a separate format attached hereto this business information form, please summarize work performed or services provided by the Contractor that are of a similar nature to those specified in the Contract documents which will enable MIRA to evaluate the experience and professional capabilities of the Contractor (not to exceed one page).

**4. Information regarding bidder's fleet**

In the box below or in a separate format attached hereto this business information form, please provide information about the bidder's vehicle fleet (including number of existing trucks and trailers, plans to purchase new trucks and/or trailers during the term, ability to re-deploy resources, etc.) that will help MIRA to evaluate the ability of the bidder to complete the Services (not to exceed one page).

**5. REFERENCES**

In space below, provide the names of three (3) non-MIRA references who can attest to the quality of work performed by Bidder. Include job title, the name, address and phone number of the business and a brief description of the work performed for each reference.

**5.1 REFERENCE 1**

|   |  |
|---|--|
| Name of Person:   |  |
| Title:  |  |
| Name of Business:                                       |  |
| Address:  |  |
| Telephone Number:                                       |  |
| Brief Description Of Work Performed/ Services Provided: |  |

**5.2 REFERENCE 2**

|   |  |
|---|--|
| Name of Person:   |  |
| Title:  |  |
| Name of Business:                                       |  |
| Address:  |  |
| Telephone Number:                                       |  |
| Brief Description Of Work Performed/ Services Provided: |  |

**5.3 REFERENCE 3**

|   |  |
|---|--|
| Name of Person:   |  |
| Title:  |  |
| Name of Business:                                       |  |
| Address:  |  |
| Telephone Number:                                       |  |
| Brief Description Of Work Performed/ Services Provided: |  |



**6. SUBCONTRACTOR INFORMATION**

|   |                          |                          |
|---|--------------------------|--------------------------|
|   | Yes                      | No                       |
| Will bidder Contractor <b>subcontract</b> with entities for significant portions of the Services? | <input type="checkbox"/> | <input type="checkbox"/> |

If Contractor answered “yes” to the above question, provide the following information concerning the subcontractors. If Contractor will subcontract with more than two entities, copy this page of the Form and provide the requested information on the additional subcontractors.

| <b>Subcontractor 1</b>   |  |
|--|--|
| Name of Entity:  |  |
| Street Address 1:  |  |
| Street Address 2:  |  |
| City, State, Zip Code:   |  |
| Telephone Number:  |  |
| Provide brief description of specific role Subcontractor 1 will have in providing the Work/Services. |  |
|  |  |

| <b>Subcontractor 2</b>   |  |
|--|--|
| Name of Entity:  |  |
| Street Address 1:  |  |
| Street Address 2:  |  |
| City, State, Zip Code:   |  |
| Telephone Number:  |  |
| Provide brief description of specific role Subcontractor 2 will have in providing the Work/Services. |  |
|  |  |



## CONTRACTOR-SELECTED DISPOSAL FACILITY(IES) FORM

Bidder shall list on the following pages all MSW disposal facilities that will be used in the Bidder's performance of the Work should Bidder be awarded an Agreement for the Work. Bidder shall identify all disposal facilities (including landfill(s), transfer station(s), waste-to-energy facilities, etc.) it will use in the performance of the Work.

In addition to filling out the Form, for each facility Bidder shall provide the following:

- (a) A copy of the valid solid waste operating permit;
- (b) A copy of the insurance certificate for the Pollution Legal Liability Insurance carried by the facility;
- (c) For a landfill, proof of the funding mechanism used to guarantee closure and post-closure; and
- (d) A summary of the compliance history of the facility (NOVs, consent orders) for the past five years.

NOTE: If desired, Bidder may propose more disposal facilities than provided for in this Form. In such a case, Bidder should duplicate Page 2 of this Form, complete it for the additional disposal facility(ies) and attach the duplicated Page to this Form.

**Disposal Facility 1**

|  |   |  |              |
|--|---|--|--------------|
| Name of Facility:  |   |  |              |
| Address of Facility:   |   |  |              |
|  |   |  |              |
| Name of Owner/Operator:  |   |  |              |
| Name of Facility Manager:  |   | Telephone #:                                       |              |
| Name of Facility Environmental Manager:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Type of Facility: (Check appropriate box)  | <input type="checkbox"/> Landfill                   | <input type="checkbox"/> Transfer Station          |              |
|  | <input type="checkbox"/> Resource Recovery Facility | <input type="checkbox"/> Volume Reduction Facility |              |
|  | <input type="checkbox"/> Other (Specify)            |  |              |
| Amount of Pollution Legal Liability Insurance Carried by Facility<br>(Provide copy of insurance certificate):        |   | \$   |              |
| Permits Held by Facility<br>(enter "N/A" if not applicable)<br>(Provide copy of valid solid waste operating permit): | Solid Waste   | No:  | Date Issued: |
|  | Groundwater   | No:  | Date Issued: |
|  | Air   | No:  | Date Issued: |
|  |   | No:  | Date Issued: |

***If the Disposal Facility is a Landfill, please answer the following questions:***

|   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| Is the Landfill on the CERCLIS or National Priorities List?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the Landfill constructed with a synthetic base liner?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a leachate collection system?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a groundwater monitoring program?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a gas collection system?   | <input type="checkbox"/> | <input type="checkbox"/> |
| If the Landfill has a gas collection system, is the gas used to generate electricity?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law? | <input type="checkbox"/> | <input type="checkbox"/> |
| How much is the estimated cost for facility closure?  | \$                       |                          |
| How much is the estimated cost for facility post-closure monitoring and maintenance?  | \$                       |                          |
| What funding mechanism is used to guarantee closure and post-closure activities?  |                          |                          |

**Disposal Facility 2 (if applicable)**

|  |   |  |              |
|--|---|--|--------------|
| Name of Facility:  |   |  |              |
| Address of Facility:   |   |  |              |
|  |   |  |              |
| Name of Owner/Operator:  |   |  |              |
| Name of Facility Manager:  |   | Telephone #:                                       |              |
| Name of Facility Environmental Manager:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Type of Facility: (Check appropriate box)  | <input type="checkbox"/> Landfill                   | <input type="checkbox"/> Transfer Station          |              |
|  | <input type="checkbox"/> Resource Recovery Facility | <input type="checkbox"/> Volume Reduction Facility |              |
|  | <input type="checkbox"/> Other (Specify)            |  |              |
| Amount of Pollution Legal Liability Insurance Carried by Facility<br>(Provide copy of insurance certificate):        |   | \$   |              |
| Permits Held by Facility<br>(enter "N/A" if not applicable)<br>(Provide copy of valid solid waste operating permit): | Solid Waste   | No:  | Date Issued: |
|  | Groundwater   | No:  | Date Issued: |
|  | Air   | No:  | Date Issued: |
|  |   | No:  | Date Issued: |

***If the Disposal Facility is a Landfill, please answer the following questions:***

|   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| Is the Landfill on the CERCLIS or National Priorities List?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the Landfill constructed with a synthetic base liner?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a leachate collection system?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a groundwater monitoring program?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a gas collection system?   | <input type="checkbox"/> | <input type="checkbox"/> |
| If the Landfill has a gas collection system, is the gas used to generate electricity?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law? | <input type="checkbox"/> | <input type="checkbox"/> |
| How much is the estimated cost for facility closure?  | \$                       |                          |
| How much is the estimated cost for facility post-closure monitoring and maintenance?  | \$                       |                          |
| What funding mechanism is used to guarantee closure and post-closure activities?  |                          |                          |

**Disposal Facility 3 (if applicable)**

|  |   |  |              |
|--|---|--|--------------|
| Name of Facility:  |   |  |              |
| Address of Facility:   |   |  |              |
|  |   |  |              |
| Name of Owner/Operator:  |   |  |              |
| Name of Facility Manager:  |   | Telephone #:                                       |              |
| Name of Facility Environmental Manager:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Type of Facility: (Check appropriate box)  | <input type="checkbox"/> Landfill                   | <input type="checkbox"/> Transfer Station          |              |
|  | <input type="checkbox"/> Resource Recovery Facility | <input type="checkbox"/> Volume Reduction Facility |              |
|  | <input type="checkbox"/> Other (Specify)            |  |              |
| Amount of Pollution Legal Liability Insurance Carried by Facility<br>(Provide copy of insurance certificate):        |   | \$   |              |
| Permits Held by Facility<br>(enter "N/A" if not applicable)<br>(Provide copy of valid solid waste operating permit): | Solid Waste   | No:  | Date Issued: |
|  | Groundwater   | No:  | Date Issued: |
|  | Air   | No:  | Date Issued: |
|  |   | No:  | Date Issued: |

***If the Disposal Facility is a Landfill, please answer the following questions:***

|   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| Is the Landfill on the CERCLIS or National Priorities List?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the Landfill constructed with a synthetic base liner?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a leachate collection system?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a groundwater monitoring program?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a gas collection system?   | <input type="checkbox"/> | <input type="checkbox"/> |
| If the Landfill has a gas collection system, is the gas used to generate electricity?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law? | <input type="checkbox"/> | <input type="checkbox"/> |
| How much is the estimated cost for facility closure?  | \$                       |                          |
| How much is the estimated cost for facility post-closure monitoring and maintenance?  | \$                       |                          |
| What funding mechanism is used to guarantee closure and post-closure activities?  |                          |                          |

**Disposal Facility 4 (if applicable)**

|  |   |  |              |
|--|---|--|--------------|
| Name of Facility:  |   |  |              |
| Address of Facility:   |   |  |              |
|  |   |  |              |
| Name of Owner/Operator:  |   |  |              |
| Name of Facility Manager:  |   | Telephone #:                                       |              |
| Name of Facility Environmental Manager:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Type of Facility: (Check appropriate box)  | <input type="checkbox"/> Landfill                   | <input type="checkbox"/> Transfer Station          |              |
|  | <input type="checkbox"/> Resource Recovery Facility | <input type="checkbox"/> Volume Reduction Facility |              |
|  | <input type="checkbox"/> Other (Specify)            |  |              |
| Amount of Pollution Legal Liability Insurance Carried by Facility<br>(Provide copy of insurance certificate):        |   | \$   |              |
| Permits Held by Facility<br>(enter "N/A" if not applicable)<br>(Provide copy of valid solid waste operating permit): | Solid Waste   | No:  | Date Issued: |
|  | Groundwater   | No:  | Date Issued: |
|  | Air   | No:  | Date Issued: |
|  |   | No:  | Date Issued: |

***If the Disposal Facility is a Landfill, please answer the following questions:***

|   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| Is the Landfill on the CERCLIS or National Priorities List?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the Landfill constructed with a synthetic base liner?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a leachate collection system?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a groundwater monitoring program?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a gas collection system?   | <input type="checkbox"/> | <input type="checkbox"/> |
| If the Landfill has a gas collection system, is the gas used to generate electricity?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law? | <input type="checkbox"/> | <input type="checkbox"/> |
| How much is the estimated cost for facility closure?  | \$                       |                          |
| How much is the estimated cost for facility post-closure monitoring and maintenance?  | \$                       |                          |
| What funding mechanism is used to guarantee closure and post-closure activities?  |                          |                          |

**Disposal Facility 5 (if applicable)**

|  |   |  |              |
|--|---|--|--------------|
| Name of Facility:  |   |  |              |
| Address of Facility:   |   |  |              |
|  |   |  |              |
| Name of Owner/Operator:  |   |  |              |
| Name of Facility Manager:  |   | Telephone #:                                       |              |
| Name of Facility Environmental Manager:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Type of Facility: (Check appropriate box)  | <input type="checkbox"/> Landfill                   | <input type="checkbox"/> Transfer Station          |              |
|  | <input type="checkbox"/> Resource Recovery Facility | <input type="checkbox"/> Volume Reduction Facility |              |
|  | <input type="checkbox"/> Other (Specify)            |  |              |
| Amount of Pollution Legal Liability Insurance Carried by Facility<br>(Provide copy of insurance certificate):        |   | \$   |              |
| Permits Held by Facility<br>(enter "N/A" if not applicable)<br>(Provide copy of valid solid waste operating permit): | Solid Waste   | No:  | Date Issued: |
|  | Groundwater   | No:  | Date Issued: |
|  | Air   | No:  | Date Issued: |
|  |   | No:  | Date Issued: |

***If the Disposal Facility is a Landfill, please answer the following questions:***

|   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| Is the Landfill on the CERCLIS or National Priorities List?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the Landfill constructed with a synthetic base liner?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a leachate collection system?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a groundwater monitoring program?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a gas collection system?   | <input type="checkbox"/> | <input type="checkbox"/> |
| If the Landfill has a gas collection system, is the gas used to generate electricity?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law? | <input type="checkbox"/> | <input type="checkbox"/> |
| How much is the estimated cost for facility closure?  | \$                       |                          |
| How much is the estimated cost for facility post-closure monitoring and maintenance?  | \$                       |                          |
| What funding mechanism is used to guarantee closure and post-closure activities?  |                          |                          |

**Disposal Facility 6 (if applicable)**

|  |   |  |              |
|--|---|--|--------------|
| Name of Facility:  |   |  |              |
| Address of Facility:   |   |  |              |
|  |   |  |              |
| Name of Owner/Operator:  |   |  |              |
| Name of Facility Manager:  |   | Telephone #:                                       |              |
| Name of Facility Environmental Manager:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Type of Facility: (Check appropriate box)  | <input type="checkbox"/> Landfill                   | <input type="checkbox"/> Transfer Station          |              |
|  | <input type="checkbox"/> Resource Recovery Facility | <input type="checkbox"/> Volume Reduction Facility |              |
|  | <input type="checkbox"/> Other (Specify)            |  |              |
| Amount of Pollution Legal Liability Insurance Carried by Facility<br>(Provide copy of insurance certificate):        |   | \$   |              |
| Permits Held by Facility<br>(enter "N/A" if not applicable)<br>(Provide copy of valid solid waste operating permit): | Solid Waste   | No:  | Date Issued: |
|  | Groundwater   | No:  | Date Issued: |
|  | Air   | No:  | Date Issued: |
|  |   | No:  | Date Issued: |

***If the Disposal Facility is a Landfill, please answer the following questions:***

|   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| Is the Landfill on the CERCLIS or National Priorities List?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the Landfill constructed with a synthetic base liner?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a leachate collection system?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a groundwater monitoring program?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a gas collection system?   | <input type="checkbox"/> | <input type="checkbox"/> |
| If the Landfill has a gas collection system, is the gas used to generate electricity?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law? | <input type="checkbox"/> | <input type="checkbox"/> |
| How much is the estimated cost for facility closure?  | \$                       |                          |
| How much is the estimated cost for facility post-closure monitoring and maintenance?  | \$                       |                          |
| What funding mechanism is used to guarantee closure and post-closure activities?  |                          |                          |



**Disposal Facility 7 (if applicable)**

|  |   |  |              |
|--|---|--|--------------|
| Name of Facility:  |   |  |              |
| Address of Facility:   |   |  |              |
|  |   |  |              |
| Name of Owner/Operator:  |   |  |              |
| Name of Facility Manager:  |   | Telephone #:                                       |              |
| Name of Facility Environmental Manager:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Name of State Environmental Regulatory Contact:  |   | Telephone #:                                       |              |
| Type of Facility: (Check appropriate box)  | <input type="checkbox"/> Landfill                   | <input type="checkbox"/> Transfer Station          |              |
|  | <input type="checkbox"/> Resource Recovery Facility | <input type="checkbox"/> Volume Reduction Facility |              |
|  | <input type="checkbox"/> Other (Specify)            |  |              |
| Amount of Pollution Legal Liability Insurance Carried by Facility<br>(Provide copy of insurance certificate):        |   | \$   |              |
| Permits Held by Facility<br>(enter "N/A" if not applicable)<br>(Provide copy of valid solid waste operating permit): | Solid Waste   | No:  | Date Issued: |
|  | Groundwater   | No:  | Date Issued: |
|  | Air   | No:  | Date Issued: |
|  |   | No:  | Date Issued: |

***If the Disposal Facility is a Landfill, please answer the following questions:***

|   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| Is the Landfill on the CERCLIS or National Priorities List?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the Landfill constructed with a synthetic base liner?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a leachate collection system?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a groundwater monitoring program?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a gas collection system?   | <input type="checkbox"/> | <input type="checkbox"/> |
| If the Landfill has a gas collection system, is the gas used to generate electricity?   | <input type="checkbox"/> | <input type="checkbox"/> |
| Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law? | <input type="checkbox"/> | <input type="checkbox"/> |
| How much is the estimated cost for facility closure?  | \$                       |                          |
| How much is the estimated cost for facility post-closure monitoring and maintenance?  | \$                       |                          |
| What funding mechanism is used to guarantee closure and post-closure activities?  |                          |                          |



## VEHICLE SAFETY STANDARDS COMPLIANCE FORM

Bidders for the on-call transportation and disposal work of municipal solid waste diverted from MIRA's CSWS MSW Facilities are required to be in compliance with and not limited to the following Federal Motor Carrier Safety Administration and State of Connecticut D.O.T. vehicle safety requirements.

This section must be fully completed and a **NO** answer should be addressed in writing and attached to this Form in the Bidder's Bid.

|  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| 1. Bidder's drivers or their sub-contracted drivers have a CDL or are licensed to drive both in and out of the State of Connecticut.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Bidder(s) has record on file of driver's vehicle driving record.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Bidder(s) has records of vehicles being used regarding transport weight capacity and compliance with Federal and Connecticut DOT safety guidelines.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Bidder(s) has vehicle maintenance procedures/schedules for both its and its sub-contractor vehicles.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Bidder(s) has safety procedures for its and its sub-contractor vehicles regarding Hand-Operated Controls, Foot Operated Controls, and Dash Board Displays as outlined in both the Federal and Connecticut State Safety Standards. | <input type="checkbox"/> | <input type="checkbox"/> |

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Bidder Name: \_\_\_\_\_



**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 <b>criminal</b> investigation?</p> <p>(a) A principal of the Contractor;<br/>                     (b) An owner of the Contractor;<br/>                     (c) An officer of the Contractor;<br/>                     (d) A partner in the Contractor;<br/>                     (e) A director of the Contractor; or<br/>                     (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 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 <b>civil</b> investigation<sup>1</sup>?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</li> </ul> <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 <b>criminal</b> investigation?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor.</li> </ul> <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"/> |

<sup>1</sup> 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 <b>civil</b> investigation<sup>1</sup>?</p> <p>(a) A principal of the Contractor;<br/>                 (b) An owner of the Contractor;<br/>                 (c) An officer of the Contractor;<br/>                 (d) A partner in the Contractor;<br/>                 (e) A director of the Contractor; or<br/>                 (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;<br/>                 (b) An owner of the Contractor;<br/>                 (c) An officer of the Contractor;<br/>                 (d) A partner in the Contractor;<br/>                 (e) A director of the Contractor; or<br/>                 (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?<br><i>If you answered "Yes" to Question 1, skip to Question 2.<br/>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?<br><i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3.<br/>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? <sup>1</sup>  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the Contractor a Minority Owned Business Enterprise based on the criteria in Schedule B?<br><i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4.<br/>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? <sup>1</sup>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Does the Contractor have an Affirmative Action Plan? <sup>2</sup><br><i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5.<br/>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?<br><i>If you answered "Yes" to Question 9, proceed to Question 9A.<br/>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**

- <sup>1</sup> 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.
- <sup>2</sup> 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 "ON-CALL MUNICIPAL SOLID WASTE DIVERSION TRANSPORTATION AND DISPOSAL WORK AGREEMENT" (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;

**REQUEST FOR BIDS  
FOR  
ON-CALL MUNICIPAL SOLID WASTE DIVERSION  
TRANSPORTATION AND DISPOSAL WORK**

**SECTION 4  
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](http://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 BIDS  
FOR  
ON-CALL MUNICIPAL SOLID WASTE DIVERSION  
TRANSPORTATION AND DISPOSAL WORK**

**SECTION 5**

**(Form of) AGREEMENT FOR ON-CALL  
MUNICIPAL SOLID WASTE DIVERSION  
TRANSPORTATION AND DISPOSAL WORK**

**(Form of) AGREEMENT FOR  
ON-CALL MUNICIPAL SOLID WASTE DIVERSION  
TRANSPORTATION AND DISPOSAL WORK**

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# AGREEMENT FOR ON-CALL MUNICIPAL SOLID WASTE DIVERSION TRANSPORTATION AND DISPOSAL WORK

This **AGREEMENT FOR ON-CALL MUNICIPAL SOLID WASTE DIVERSION TRANSPORTATION AND DISPOSAL WORK** (the “Agreement”) is made and entered into \_\_\_\_\_ (the “Commencement 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, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 (hereinafter “MIRA”) and \_\_\_\_\_, a \_\_\_\_\_, having its principal offices at \_\_\_\_\_ (hereinafter “Hauler”).

## PRELIMINARY STATEMENT

**WHEREAS** MIRA is the lessee of a certain parcel of real property located at Town Dump Road, Essex, Connecticut on which MIRA operates a transfer station (the “Essex Transfer Station”); MIRA is the owner of a certain parcel of real property located at Vista Drive, Torrington, Connecticut on which MIRA operates a transfer station (the “Torrington Transfer Station”); ; MIRA is the owner of a certain parcel of real property located at Echo Lake Road, Watertown, Connecticut on which MIRA operates a transfer station (the “Watertown Transfer Station”); and MIRA owns a certain piece or parcel of real property located at 300 Maxim Road, Gate 70 in Hartford, Connecticut upon which property MIRA owns and operates a certain solid waste resources recovery facility (the “RRF”); collectively referred to as the “MIRA MSW Facilities”.

**WHEREAS** MIRA now desires to enter into this Agreement in order to have Hauler perform on-call transportation and disposal work for certain Municipal Solid Waste (“MSW”) from the MIRA MSW Facilities to certain Disposal Sites identified in Paragraph 5 herein.

**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, MIRA and Hauler hereby agree as follows.

### 1. DEFINITIONS, CONSTRUCTION, AND INTERPRETATION

#### 1.1 Definitions

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



1.1.1 Addenda

“Addenda” means written or graphic documents issued prior to the proposal due date, which clarify, correct or change any or all of the Contract Documents.

1.1.2 Contract Documents

“Contract Documents” means this Agreement (including all exhibits attached hereto), the Notice To Proceed (as defined herein), any written amendments to any of the Contract Documents and any change order issued pursuant to Section 2.7 and/or 7.6 hereof.

1.1.3 Effective Date

“Effective Date” means the date set forth above in this Agreement.

1.1.4 Laws And Regulations

“Laws And Regulations” means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.

1.1.5 Project

“Project” means all of the Work associated with this Agreement.

1.1.6 Sites

“Sites” means those areas of the Properties upon which the Work is to be performed, furnished and completed by Contractor in accordance with the Contract Documents.

**1.2 Construction And Interpretation**

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the

term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;

- (e) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Sub-section;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.
- (i) All Exhibits to this Agreement are incorporated into the body of this Agreement as part hereof.

## **2. TERM**

### **2.1 Term of Agreement**

The term of this Agreement shall commence on July 1, 2015 (the “Commencement Date”) and shall terminate on June 30, 2018, unless otherwise terminated or extended in accordance with the terms and conditions hereof.

### **2.2 Time is of the Essence**

MIRA and Hauler hereby acknowledge and agree that time is of the essence with respect to Hauler’s performance and completion of the Work hereunder. Accordingly, Hauler shall perform and complete any Work hereunder during the term of this Agreement in accordance with the needs of MIRA to operate its MSW Facilities properly and efficiently.

### **2.3 Termination**

MIRA may terminate this Agreement at any time by providing Contractor with 10 days’ prior written notice of such termination. Upon receipt of such written notice from MIRA, Hauler shall immediately cease the Work, unless otherwise directed in writing by MIRA. Hauler shall also, prior to the termination date, remove all of its personnel and equipment from MIRA’s MSW Facilities and restore MIRA’s MSW Facilities, or any improvements located thereon, disturbed or damaged by Hauler or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage.

### 3. SCOPE OF WORK

#### 3.1 Contractor's Responsibilities

Hauler shall be responsible for furnishing all labor, materials, supplies, tools, equipment, trucks, and other facilities and necessary appurtenances or property for or incidental to the performance and completion of said transportation and disposal of the MSW to the Disposal Sites (the "Work"), as described in **Exhibit A** (the "Scope Of Work") attached hereto and made a part hereof.

#### 3.2 Performance and Completion of the Work

All Services shall be performed and completed by Contractor in a good Workmanlike manner consistent and in accordance with:

- (a) Any and all instructions, guidance and directions provided by MIRA to Contractor;
- (b) The Contract Documents;
- (c) Sound equipment operation practices;
- (d) The highest industry standards applicable to Contractor and its performance of the Work hereunder;
- (e) Performance that minimizes negative impacts on the daily operation and functions of MIRA at its MSW Facilities;
- (f) Any terms of, where applicable, MIRA's MSW Facilities; and
- (g) All Laws And Regulations related to the Hauler's performance of the work.

Items (a) through (e) above are hereinafter collectively referred to as the "Standards."

#### 3.3 Disposal Locations

In its performance of the Work, Hauler shall be authorized to transport the MSW to only the disposal sites identified in Section 6 of **Exhibit A** (Scope of Work).

All such Disposal Sites must be currently permitted disposal facilities operating in accordance with, and pursuant to, all applicable governmental regulations, statutes, permitting requirements, and any other such requirement.

Throughout the term of the Agreement, Hauler shall maintain an account in good standing allowing Hauler to dispose of MSW at any disposal facility identified in Section 6 of **Exhibit A** (Scope of Work).

If, during the term of the Agreement, Hauler is unable to maintain an account in good standing at a disposal facility identified in Section 6 of **Exhibit A** (Scope of Work), Hauler shall immediately notify MIRA upon Hauler's receipt of notice from the disposal facility that Hauler's account is no longer in good standing.

Prior to its transportation and disposal of any MSW, Hauler shall provide MIRA with written evidence of its authorization to dispose MSW at the Disposal Sites that is deemed satisfactory to MIRA at its sole and absolute discretion.

At MIRA's discretion, Hauler shall coordinate and obtain the permission of the owner/operator of the Disposal Sites to allow MIRA, or its agents, to inspect the Disposal Sites at any time during the term of this Agreement.

### **3.4 Authorized Representative Of MIRA**

Contractor will only perform Work upon request from an Authorized Representative of MIRA. For purposes of this Agreement, the terms "Authorized Representative of MIRA" or "Authorized Representative" shall mean MIRA's President (the "President"), MIRA's Director of Operations and Environmental Affairs, MIRA's Enforcement/Recycling Director or any person designated in writing to Contractor by MIRA's President or Director of Operations and Environmental Affairs. Any Work performed at the request of anyone who is not an Authorized Representative shall not be paid for by MIRA. MIRA and Contractor shall from time to time mutually agree on the method and manner of performing such Work.

### **3.5 Billing Permit Application**

Prior to beginning Work herein Contractor will complete and submit to MIRA a MIRA Permit Application Form attached hereto and made a part of this Agreement as **Exhibit E**, for each of the Contractor's vehicles used to complete the Work. Contractor will further be responsible for completing all paperwork required to annually renew such permit each year and for paying initial permit fee incurred at such time that such form is initially submitted to MIRA.

### **3.6 MIRA's Inspection Rights**

Contractor's performance of the Work hereunder, as well as Contractor's work products resulting from such performance, are subject to inspection by MIRA. Inspections may be conducted at any time by MIRA. In the event of an inspection, Contractor shall provide to MIRA any documents or other materials that may be necessary in order for MIRA to conduct the inspection. If, after any such inspection, MIRA is unsatisfied with Contractor's performance of the Work hereunder or any of the work products resulting therefrom, Contractor shall, at the direction of MIRA, render such performance or work products satisfactory to MIRA at no additional cost or expense to MIRA.

### **3.7 Change in Scope of Work**

In the event that MIRA determines during the term of this Agreement that any revisions, modifications or changes are necessary to the Scope Of Work as set forth in Section 3.1 hereof, then pursuant to MIRA's request, Contractor shall promptly commence and perform the Work required for such revisions, modifications or changes, which Work shall be performed in accordance with the Standards unless otherwise specifically agreed to in writing by MIRA and Contractor

### **3.8 Access**

In the event that Contractor requires access to any Facility or Property in order to perform any of the Work hereunder, MIRA hereby grants to Contractor, during the Facilities' normal hours of operation, access to only those areas of the Properties necessary for Contractor to perform the Work hereunder, provided that:

- (a) Contractor shall not interfere with any other operations or activities being conducted on the Properties by either MIRA or any other person or entity;
- (b) Contractor directly coordinates with MIRA on such access and Contractor's storage of any equipment or materials on the Properties; and
- (c) Contractor is in compliance with all of the terms and conditions of this Agreement.

MIRA reserves the right to revoke the access granted to Contractor herein if Contractor fails to comply with any of the foregoing conditions of access.

### **3.9 Proprietary Information**

Contractor shall not use, publish, distribute, sell or divulge any information obtained from MIRA by virtue of this Agreement for Contractor's own purposes or for the benefit of any person, firm, corporation or other entity (other than MIRA) without the prior written consent of MIRA. Any report or other work product prepared by Contractor in connection with the performance of the Work hereunder shall be owned solely and exclusively by MIRA and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of MIRA. Any material designated by MIRA in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of MIRA. However, Contractor acknowledges that MIRA is subject to the Connecticut Freedom of Information Act and MIRA must disclose certain documents in accordance with said statutes. Contractor retains all of its rights in its inventions, expressions, know how, techniques, skills, knowledge and experience and materials used by it generally or provided by it generally to clients, and Contractor shall not be restricted in any way with respect thereto. The restrictions and agreements set forth in this Section 3.9 shall not apply to any information:

- a. Which at the time disclosed to or obtained by Contractor is in the public domain;

- b. Which becomes part of the public domain through no act, omission or fault of Contractor;
- c. Which Contractor's records demonstrate was developed independently by Contractor or was received by Contractor from a third party which Contractor had no reason to believe had any confidentiality or fiduciary obligation to MIRA with respect to such information;
- d. Which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, Contractor shall give prior timely notice of such disclosure to MIRA to permit MIRA to seek a protective order, and, absent the entry of such protective order, Contractor shall disclose only such Confidential Information that Contractor is advised by its counsel must be disclosed by law; or
- e. Following the lapse of five years after disclosure of such information to Contractor

### **3.10 Status of Contractor**

MIRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Work for MIRA hereunder and that Contractor shall perform such Work in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship, an employer-employee relationship or any other relationship between MIRA and Contractor other than that of an owner and an independent Contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of MIRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of MIRA in any manner whatsoever.

### **3.11 Contractor's Employees**

All persons employed by Contractor shall be subject and responsible solely to the direction of Contractor and shall not be deemed to be employees of MIRA.

### **3.12 Subcontractors**

Contractor shall consult with MIRA before hiring any subcontractors to perform any Work hereunder. Contractor shall require all of its subcontractors to abide by the terms and conditions of this Agreement. Moreover, Contractor's subcontracts with such subcontractors shall specifically provide that, in the event of a default by Contractor thereunder or under this Agreement, MIRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide MIRA with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also Contractor's subcontracts with its subcontractors shall specifically include MIRA as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

### **3.13 MIRA Right to Exclude Certain Individuals**

Without limitation of Operator's overall responsibility for the acts and omissions of all on-site personnel and other employees, MIRA reserves the right to exclude anyone from the site who MIRA reasonably believes is a danger to themselves or any other Person, or the MSW Facilities.

### **3.14 Books and Records**

Contractor shall maintain proper books and records containing complete and correct information on all Work performed by Contractor pursuant to this Agreement in accordance with generally accepted accounting principles and practices. MIRA has the right to inspect and review all such books and records during Contractor's business hours.

### **3.15 Notice of Damage or Theft**

Operator shall immediately upon learning of an incident of damage to or theft of any MIRA equipment or property provide the MIRA with notice of the same, followed by an incident report. Such incident report shall be in a format acceptable to MIRA but shall at a minimum contain the date and time of the incident (if known), a description of the missing or damaged equipment or property, and the party(ies) responsible for such theft or damage.

## **4. COMPENSATION AND PAYMENT**

### **4.1 Compensation**

All Work provided by Contractor to MIRA must be approved in advance by a MIRA Authorized Representative. Any Work rendered by Contractor that was not approved in advance by the Authorized Representative shall not be paid by MIRA even if said Work were requested by other MIRA staff.

In accordance with the terms of this Agreement, MIRA shall pay Hauler for each ton of MSW removed and transported from the MIRA MSW Facilities and disposed at the Disposal Sites during the term of this Agreement. Hauler's total compensation for its MSW removal, transportation, and disposal costs under this Agreement shall be determined as follows: (a) , Hauler shall be compensated for its removal and transportation costs by the per ton removal and transportation prices to each Disposal Site identified in **Exhibit B** (Removal and Transportation Prices); and (b) from time to time during the term of this Agreement, MIRA shall be authorized to solicit price quotations from Hauler seeking Hauler's then market cost for its per ton MSW disposal costs and, if MIRA agrees to accept said foregoing disposal price quotation, Hauler shall receive said compensation for Hauler's disposal costs [See Paragraph 7 below].

The transportation portion of Hauler's foregoing MSW per-ton compensation shall be subject to a semi-annual fuel price adjustment based upon a certain consumer price index; see **Exhibit C** for a description of said fuel price adjustment formula. Payments under this Agreement shall be based upon the scale weight data generated by MIRA's scales. This shall be the total compensation to Hauler for its performance of the Work hereunder. For each ton of MSW removed, transported, and disposed at a Disposal Site by Hauler, Hauler shall provide MIRA with a bill of lading from said receiving Disposal Site.

After the execution of this Agreement and on an as needed basis without any guarantee of MSW tonnage, MIRA (as specified in section 3.4 of this agreement) shall contact Hauler via telephone, facsimile, and/or e-mail to inquire about Hauler's then current per ton market price for Hauler's MSW disposal costs under this Agreement; Hauler shall, within two (2) hours, provide MIRA in writing its foregoing per ton price and duration of its foregoing price offering.

On or before the tenth (10th) day of each month in which Hauler provided MIRA with Work, Hauler shall issue to MIRA an itemized invoice for the charges due Hauler for all MSW loaded, transported and disposed of by Hauler hereunder in the immediately preceding month, which invoice shall include, at a minimum, the following information: (i) billing period; (ii) for each load of MSW transported: the date of transportation, truck number, tonnage amount, the weight ticket number issued by the MIRA Facilities for such load, a copy of the weight ticket issued by the MIRA MSW Facility for such load, a copy of the Bill of Lading from the disposal site; and (iii) the amount(s) of the applicable per Ton Service Fees due.

#### **4.2 Payment Schedule**

Except as otherwise set forth herein, all of Hauler's invoices submitted under this Agreement shall be paid by MIRA not later than forty-five (45) days from the date of MIRA's receipt thereof. In the event MIRA disputes all or any portion of any invoice, MIRA may withhold payment of the disputed amount. Invoices shall be payable at the address specified for Hauler herein or at such other address as Hauler may specify.

#### **4.3 Weighing Of Vehicles**

The MSW tonnage set forth on all invoices to be prepared and submitted by Hauler hereunder shall be based upon weight tickets issued by the MIRA MSW Facilities operator, or the operator of another scale approved by MIRA.

#### **4.4 Accounting Obligations**

Contractor shall maintain books and accounts of the costs incurred by Contractor in performing the Work pursuant to this Agreement by contract number and in accordance with generally accepted accounting principles and practices. MIRA, during normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.



#### **4.5 Withholding Taxes And Other Payments**

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by MIRA with respect to Contractor, nor be withheld from payment to Contractor by MIRA. No Workers' compensation insurance has been or will be obtained by MIRA on account of the Work to be performed hereunder by Contractor, or any of Contractor's employees or subcontractors. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.4 and Contractor hereby agrees to indemnify MIRA and hold MIRA harmless against any and all such taxes, insurance or payments, or similar costs which MIRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

#### **4.6 State of Connecticut Taxes**

Pursuant to Section 22a-270 of the *Connecticut General Statutes* (as the same may be amended or superseded from time to time), MIRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a MIRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the fees, and Contractor shall not charge or pass through any Connecticut Taxes to MIRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

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

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

Contractor and MIRA agree that Contractor is and shall act as an independent contractor. Notwithstanding Contractor's status as an independent contractor, but without limiting Contractor's obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Work, for the sole purpose of allowing MIRA to benefit from the aforesaid exemption, MIRA shall designate, and Contractor has agreed to act, as

MIRA's agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Work hereunder for the account of MIRA, and with funds provided as reimbursement therefore by MIRA.

#### **4.7 Mechanic's Liens**

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

### **5. INDEMNIFICATION**

#### **5.1 Contractor's Indemnity**

Contractor shall at all times defend, indemnify and hold harmless MIRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, liability, workers' compensation payments and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) MIRA or any of its directors, officers, agents, employees or other Contractors, or (b) Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse MIRA for damage to property of MIRA caused by Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

## 6. INSURANCE

### 6.1 Required Insurance

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

#### (a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).
2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto). An MCS 90 Endorsement and a CA 9948 Endorsement shall be attached **if any hazardous materials are transported by the (Contractor/Contractor) during its performance of the Work.**
3. Workers’ Compensation insurance as required by all states in which the Work is being done and Employer’s Liability insurance.
4. Professional Liability insurance.

#### (b) Minimum Limits of Insurance

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

1. Commercial General Liability:
  - a. \$5,000,000 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. \$5,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
  - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers’ Compensation: Statutory limits.
4. Employer’s Liability:
  - \$1,000,000 - Each Accident
  - \$1,000,000 Disease – Policy Limit

\$1,000,000 Disease – Each Employee

5. Contractor's Pollution Liability Insurance with a limit not less than \$5,000,000. CPL coverage to include endorsement for transportation coverage, as well as disposal locations to which MSW is taken as "non-owned disposal sites" (also known as NODS coverage). Provide such endorsements as evidence this coverage has been provided.

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

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

(d) Other Insurance Provisions

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

1. MIRA, its subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Contractor:
  - a. Commercial General Liability
  - b. Automobile Liability
2. The Contractor agrees to notify MIRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to MIRA's Risk Manager by fax to 860-757-7740, or by e-mail [riskmanager@ctmira.org](mailto:riskmanager@ctmira.org), or by correspondence to MIRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722.
3. The Contractor should waive (and require their insurers to waive) subrogation rights against MIRA for losses and damages incurred under the insurance policies required by this Agreement.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) Acceptability of Insurance

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

(f) Verification of Coverage

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

(g) Subcontractors

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

## 6.2 Other Conditions

MIRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for:

- (a) The existence, non-existence, form or legal sufficiency of the insurance described on such certificate,
- (b) The solvency of any insurer, or
- (c) The payment of losses.

## 7. MISCELLANEOUS

### 7.1 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Work for MIRA 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, sexual orientation, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by 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. 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, sexual orientation, gender identity or expression, intellectual disability, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Work involved;

- (b) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, 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”);
- (c) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Contractor’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;
- (d) Contractor 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
- (e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor 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, Contractor 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.

## **7.2 Entire Agreement**

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

## **7.3 Governing Law**

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

## **7.4 Assignment**

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

## **7.5 Bankruptcy**

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor, the inability of the Contractor to meet its debts as they become due, or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then MIRA shall be entitled, at its sole option, to cancel any unfilled part of this Agreement without any liability whatsoever to MIRA.

## **7.6 Intellectual Property**

Contractor warrants that it has a full, unconditional, and irrevocable right and title to sell, transfer, deliver or perform the goods or services, or to practice the methods, which are the subject of this Agreement. To the extent that such goods, services, methods or other deliverables are or may be protected by or subject to any laws, regulations, statutes, codes, or other provisions relating to any intellectual property or related rights (including but not limited to patents, trademarks, trade dress, trade secrets, logos, brand names, copyrights and other intellectual property rights) (hereinafter the "Intellectual Property"), Contractor further warrants that it is either (i) the sole and exclusive owner of and has the exclusive right to use (free and clear of any obligation to pay royalties or any similar obligation and free and clear of all mortgages, liens or other encumbrances) the Intellectual Property; or (ii) it has valid and effective licenses permitting it to make, use, sell, transfer, practice, or otherwise use, the Intellectual Property. Contractor further warrants that it has the right to grant any licenses or sublicenses necessary for it or MIRA to perform under this Agreement and/or for MIRA to receive, purchase or use the goods, services or deliverables which are the subject of this Agreement. There is no claim or demand of any person or entity pertaining to, and there is no pending or threatened action, suit, proceeding or investigation relating to, or the outcome of which could affect, the rights of the Contractor or MIRA with respect to the Intellectual Property. Without limiting any right of MIRA contained in Section 5.1 (Contractor's Indemnity) Contractor shall hold harmless and indemnify MIRA (including for all attorney's fees and costs) in the event that Contractor breaches any of the warranties set forth in this Section 7.6, or if in any other respect, any claims (including but not limited to claims for infringement) are asserted by any third-party with respect to Intellectual Property or other rights with respect to the goods, services, methods or other deliverables which are the subject of this Agreement.

## **7.7 Lobbying And Paying Finder's Fees**

Pursuant to the *Connecticut General Statutes*, MIRA is prohibited from retaining or hiring a lobbyist as defined in section 1-91 of the *Connecticut General Statutes* or paying a finder's fee for any Work provided to MIRA. Therefore, Contractor shall not provide MIRA any lobbying services, or receive, pay, or distribute any finder's fees under this Agreement.

## **7.8 Restriction On Other Agreements**

This Agreement shall not be construed to restrict either MIRA or Contractor from entering into other consulting agreements similar to this one with other parties provided however the employees of Contractor providing Work hereunder shall not render Work to another which would either be in conflict with the interests of MIRA or prevent Contractor from performing work herein.

## **7.9 No Waiver**

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

## **7.10 Modification**

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

## **7.11 Notices**

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

(a) If to MIRA:

Materials Innovation and Recycling Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: Peter Egan, Director of Operations and Environmental Affairs

With a copy to:

Materials Innovation and Recycling Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: President



(b) If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**7.12 Binding Effect**

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

**7.13 Severability**

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

**7.14 Counterparts**

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

**7.15 Campaign Contribution And Solicitation Prohibitions**

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, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **Exhibit F** [SEEC Form 11].

**7.16 Affidavit Concerning Nondiscrimination**

At the time the Contractor submitted its bid 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 G**.

**7.17 Affidavit Concerning Consulting Fees**

At the time of Contractor’s execution of this Agreement, Contractor simultaneously executed a document entitled Affidavit Concerning Consulting Fees and said document is attached hereto and made a part of this Agreement as **Exhibit H**.

#### **7.18 Contractor's Certification Concerning Gifts**

At the time of Contractor's execution of this Agreement, Contractor 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 I**.

#### **7.19 President's Certification Concerning Gifts**

At the time of the President of MIRA's execution of this Agreement, the President of MIRA 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 J**.

[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  
Duly Authorized

[NAME OF CONTRACTOR]

By: \_\_\_\_\_

Its  
Duly Authorized

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **1. WASTE DEFINITIONS**

For the purposes of this Agreement, the term “Solid Waste” shall mean unwanted and discarded solid material consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid material collected and treated in a municipal sewerage system; and the term “MSW” shall mean Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Municipality, and deemed acceptable by MIRA in accordance with all applicable federal, state and local laws as well as MIRA’s Connecticut Solid Waste System Permitting, Disposal and Billing Procedures (the “CSWS Procedures”), which may be updated or amended by MIRA from time to time, for processing by and disposal at the Facility, but excluding any Solid Waste that is or may in the future be required by law or regulation to be recycled.

#### **2. OVERVIEW**

MIRA collects certain MSW for disposal at the MIRA MSW Facilities. At certain times during the term of this Agreement, MIRA may need to have excess MSW removed from its MSW Facilities and Hauler shall be responsible for removing the MSW in trucks from the MIRA MSW Facilities and transporting it to the Disposal Sites identified in Paragraph 6 herein.

#### **3. HAULER RESPONSIBILITIES**

Hauler shall be responsible for furnishing all labor, materials, supplies, tools, equipment, trucks, and other facilities and necessary appurtenances or property for or incidental to the performance and completion of said transportation and disposal of the MSW to the Disposal Sites (the “Work”). Trucks for the transport of MSW shall be supplied by Hauler and meet the permit requirements of MIRA and any other governmental regulatory bodies.

#### **4. TRUCKS TO BE PROVIDED BY HAULER**

The trucks provided by the hauler shall be 100 cubic yard transfer trailers with open top loading. MSW loads shall be covered by the hauler and kept covered during transport to Disposal Sites to avoid spillage.

All trucks will be inspected periodically by Hauler to assure compliance with these requirements. Hauler shall be responsible for any fines, penalties, enforcement actions and associated costs of such action and all costs associated with clean-up or correction of spills resulting from the transportation of the MSW in Hauler’s hauling vehicles.

## 5. LOADING

MIRA or its agents shall be responsible for assuring that Hauler's trucks are properly loaded at the MIRA MSW Facilities and that the Hauler's trucks have proper access to the MIRA MSW Facilities. Hauler recognizes that there will be some delays in the loading of its trucks associated with the normal business operations of the MIRA MSW Facilities.

## 6. DISPOSAL LOCATIONS

**[Disposal locations to be inserted from the terms of Hauler's bid submission and after MIRA's approval of said disposal location(s) at MIRA's sole and absolute discretion.]** In its performance of the Work, Hauler shall be authorized to transport the MSW to only the following sites: (1) the \_\_\_\_\_ located in \_\_\_\_\_; (2) the \_\_\_\_\_ located in \_\_\_\_\_; (3) \_\_\_\_\_ located in \_\_\_\_\_; or (4) any other disposal site or facility approved in writing by MIRA prior to any disposal by Hauler at said site or facility (the "Disposal Sites").

All such Disposal Sites must be currently permitted disposal facilities operating in accordance with, and pursuant to, all applicable governmental regulations, statutes, permitting requirements, and any other such requirement.

Prior to its transportation and disposal of any MSW, Hauler shall provide MIRA with written evidence of its authorization to dispose MSW at the Disposal Sites that is deemed satisfactory to MIRA at its sole and absolute discretion.

At MIRA's discretion, Hauler shall coordinate and obtain the permission of the owner/operator of the Disposal Sites to allow MIRA, or its agents, to inspect the Disposal Sites at any time during the term of this Agreement.

## 7. COMPENSATION AN PAYMENT TERMS

Terms for compensation and payment for this Agreement and Scope of Work are contained in Section 5 of the Agreement

## **REMOVAL AND TRANSPORTATION PRICES**

[The successful bidder's per ton MSW Removal and Transportation Prices, as submitted on the successful bidder's Bid Price Form, will be added by MIRA.]

## EXHIBIT C

### FUEL PRICE ADJUSTMENT

The fuel prices, as specified in Exhibit B, "Removal And Transportation Prices," will be adjusted at the time services are requested by MIRA based on the following formula to reflect (100%) of the change in the Northeast Urban Automotive Diesel Fuel (Series ID Number APU010074717) as published monthly by the U.S. Department of Labor, Bureau of Labor Statistics.

#### FORMULA:

$$\text{NEW Adjusted transportation price} = \text{Portion of Bid Price For Transportation NOT Represented by Fuel} + \left( \text{Portion of Bid Price for Transportation Represented by Fuel} \times \text{Fuel adjustment factor} \right)$$

$$\text{Fuel Adjustment factor} = (\text{Current Fuel Price} / \text{Bid Fuel Price})$$

#### HYPOTHETICAL EXAMPLE:

*Assumes for this example that in their Bid Price Form a bidder submitted a price of \$20/ton for transportation and indicated that 25% of that price was represented by fuel cost*

|  |   |                          |
|--|---|--------------------------|
| Bid Price Per Ton                        | = | \$20.00/ton              |
| Portion Represented by fuel cost         | = | 25% of \$20 = \$5        |
| Portion of price not represented by fuel | = | \$20 – (\$20*.25) = \$15 |
| -----                                    |   |                          |
| Bid Fuel Price                           | = | \$3.18                   |
| Fuel Price at time of service            | = | \$3.34                   |
| Fuel adjustment factor                   | = | (\$3.34/\$3.18) = 1.05   |
| -----                                    |   |                          |
| Adjusted Transportation Formula          | = | \$15 + (\$5 x 1.05)      |
| New Adjusted Transportation Price        | = | \$20.25/ton              |

## MONTHLY BILL FORMAT

|                          |   |
|--------------------------|---|
| Name of Contractor:      |   |
| Contract Number:         |   |
| Request For Work Number: |   |
| Billing Period:          |   |
| Project Name:            | ON-CALL MUNICIPAL SOLID WASTE DIVERSION<br>TRANSPORTATION AND DISPOSAL WORK |
| Purchase Order Number:   |   |

Billing by the contractor may occur on any invoice or form that is mutually acceptable to the Contractor and MIRA, but shall contain the following information in substantially this same format.

| Date | Tons | MIRA Source Facility | Disposal Facility | Disposal Cost per ton | Transport Cost per Ton | Subtotal |
|------|------|----------------------|-------------------|-----------------------|------------------------|----------|
|      |      |                      |                   |                       |                        |          |
|      |      |                      |                   |                       |                        |          |
|      |      |                      |                   |                       |                        |          |
|      |      |                      |                   |                       |                        |          |
|      |      |                      |                   |                       | Total                  |          |



**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**REGISTRATION INSTRUCTIONS**

Exhibit E

These instructions are to be used by parties that deliver or remove waste or waste byproducts from any Connecticut Resources Recovery Authority (CRRA) facility. Prior to CRRA authorizing admittance to any facility, parties are required to complete the enclosed application form(s) and submit it to CRRA for approval before permits may be issued.

*NOTE: ALL VEHICLES MUST HAVE AUTOMATIC / MECHANICAL DUMPING CAPABILITIES. NO HAND UNLOADING*

**INSTRUCTIONS**

**1. Permit Application Form** (all applicants must complete Part I - IV)

- A.** Part I - General Information
- B.** Part II - Vehicle Information
- C.** Part III – Guaranty of Payment Worksheet
- D.** Part IV - Terms and Conditions
- E.** Part V - Solid Waste Delivery Agreement (Required for Waste Haulers, as defined in the Procedures)

**2. Attachments**

**A. Certificate(s) of Insurance**

Sample ACORD form enclosed. Must meet the required limits of liability listed in the Permitting, Disposal and Billing Procedures (“Procedures”).

**B. Guaranty of Payment**

Must meet the required limits as listed in the Procedures and remain valid through June 30<sup>th</sup> of each fiscal year.

Acceptable Forms for Security includes Financial Guarantee Bond **[B1]** (required language enclosed), Bank Letter of Credit **[B2]** (required language enclosed) or a Cashier’s Check.

**C. Current Fiscal Year Pricing Tables**

**3. Permit Fees (per vehicle)**

Payment is required for permits fees when submitting your application. Permit fees are NOT pro-rated. Prices shown below are per vehicle.

| Customer              | Municipalities | Non-Municipalities |
|-----------------------|----------------|--------------------|
| One Facility          | \$0.00         | \$100.00           |
| Replacement Permit(s) | \$0.00         | \$25.00            |

Upon approval of your application, CRRA will issue separate permits for each registered vehicle(s). Each permit must be affixed to its respective vehicle in accordance with the Procedures.

Please return all documents to:

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**ATTN: BILLING DEPARTMENT**  
**100 CONSTITUTION PLAZA, 6<sup>TH</sup> FLOOR**  
**HARTFORD, CONNECTICUT 06103**

Should you have any questions please contact CRRA's BILLING DEPARTMENT at (860) 757-7700

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**PERMIT APPLICATION FORM**

Exhibit E

**PART I: GENERAL INFORMATION**

A. CRRA Division (check box for each facility to be used):

|                              |  |       |  |
|------------------------------|--|-------|--|
| CT Solid Waste System (CSWS) |  | Other |  |
|------------------------------|--|-------|--|

B. Company Information (Street Address only - No Post Office Boxes)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town, State, Zip Code: \_\_\_\_\_ Contact \_\_\_\_\_

Telephone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

C. Billing Address (if different from above)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town, State, Zip Code: \_\_\_\_\_

D. Bill Payer's Federal Tax I.D. # \_\_\_\_\_ OR Social Security # \_\_\_\_\_

E. Type of Business

Sole Prop. \_\_\_\_\_ Partnership \_\_\_\_\_ LLC \_\_\_\_\_ Corp. \_\_\_\_\_ Municipal. \_\_\_\_\_  
*Required - Listing of All Owners and/or Officers of Corporation (See Table On Reverse Side)*

F. Is your company required by law to carry Workers' Compensation Coverage? Yes \_\_\_\_\_ No \_\_\_\_\_

G. Describe waste to be delivered (e.g., household waste, pallets, cardboard, etc.) See definitions in Procedures for Acceptable Waste \_\_\_\_\_  
\_\_\_\_\_

H. Have you ever received a permit from CRRA before? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please provide account number and expiration date of permit(s), if known. \_\_\_\_\_

- I. **INCLUDE:** Proof of insurance (Certificate of Insurance) as required by the Procedures.
- J. **INCLUDE:** Submit Guaranty with application as determined in Part IV (Guaranty of Payment).
- K. **INCLUDE:** Applicable amount for permit fees per vehicle (cash or company check)

|  |
|--|
| <b>CRRA USE ONLY:</b> Date Received: _____ Account Number: _____ |
| Reviewed By: _____ Title: _____ Date: _____                      |

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**PERMIT APPLICATION FORM (Cont'd)**

**Corporation Owners and/or Officers Listing**

|       |       |
|-------|-------|
| _____ | _____ |
| Title | Name  |
| _____ | _____ |
| Title | Name  |
| _____ | _____ |
| Title | Name  |
| _____ | _____ |
| Title | Name  |
| _____ | _____ |
| Title | Name  |
| _____ | _____ |
| Title | Name  |

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**PERMIT APPLICATION FORM (Cont'd)**

Exhibit E

**PART II: VEHICLE INFORMATION**

Vehicle #1

Vehicle #2

| <i>CRRRA Use Only</i><br><b>Paid \$</b> | <b>PERMIT #</b><br><b>Date:</b> | <i>CRRRA Use Only</i><br><b>Paid \$</b> | <b>PERMIT #</b><br><b>Date:</b> |
|---|---------------------------------|---|---------------------------------|
| Current Permit # (if applicable):       |                                 | Current Permit # (if applicable):       |                                 |
| COMPANY TRUCK #:                        |                                 | COMPANY TRUCK #:                        |                                 |
| LICENSE PLATE # :                       |                                 | LICENSE PLATE # :                       |                                 |
| MAKE OF VEHICLE:                        |                                 | MAKE OF VEHICLE:                        |                                 |
| MODEL:                                  |                                 | MODEL:                                  |                                 |
| VEHICLE TYPE (Use Codes below):         |                                 | VEHICLE TYPE (Use Codes below):         |                                 |
| YEAR:                                   |                                 | YEAR:                                   |                                 |
| VIN #                                   |                                 | VIN #                                   |                                 |
| * OWNER'S NAME:                         |                                 | * OWNER'S NAME:                         |                                 |

Vehicle #3

Vehicle #4

| <i>CRRRA Use Only</i><br><b>Paid \$</b> | <b>PERMIT #</b><br><b>Date:</b> | <i>CRRRA Use Only</i><br><b>Paid \$</b> | <b>PERMIT #</b><br><b>Date:</b> |
|---|---------------------------------|---|---------------------------------|
| Current Permit # (if applicable):       |                                 | Current Permit # (if applicable):       |                                 |
| COMPANY TRUCK #:                        |                                 | COMPANY TRUCK #:                        |                                 |
| LICENSE PLATE # :                       |                                 | LICENSE PLATE # :                       |                                 |
| MAKE OF VEHICLE:                        |                                 | MAKE OF VEHICLE:                        |                                 |
| MODEL:                                  |                                 | MODEL:                                  |                                 |
| VEHICLE TYPE (Use Codes below):         |                                 | VEHICLE TYPE (Use Codes below):         |                                 |
| YEAR:                                   |                                 | YEAR:                                   |                                 |
| VIN #                                   |                                 | VIN #                                   |                                 |
| * OWNER'S NAME:                         |                                 | * OWNER'S NAME:                         |                                 |

**Vehicle Type Codes:** DT - Dump Truck      FL - Front Loader      RL - Rear Loader      RO - Roll off  
 RY - Recycling      SL - Side Loader      TO - Toter/Can Carrier      TR - Tractor

\* **NOTE:** If the vehicles listed above are **NOT OWNED and/or REGISTERED** under the company name that appears on this application, you must list the name of the company in the section marked OWNERS NAME and provide a Certificate of Insurance for this company,

\*\* Make Additional Copies of this Page if Needed \*\*

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**PERMIT APPLICATION FORM (Cont'd)**

**PARTICIPATING TOWNS \*\***

1. Not all materials/products are accepted from every town. Refer to the Appropriate Price Listing (Attachment C) for details.
2. Some towns may have individual permitting requirements. Please check with each town before you begin deliveries. If you are already permitted with the town, please indicate below.

*(Circle Towns Hauling From)*

| <u>Tier 1 Long-Term</u> | <b>Town Permit</b> | <u>Tier 1 Short-Term</u> | <b>Town Permit</b> | Other Connecticut Towns                           |
|-------------------------|--------------------|--------------------------|--------------------|---|
|                         | Y / N              |                          | Y / N              | Please list other towns you want to deliver from: |
| Avon                    | _____              | Beacon Falls             | _____              | _____   |
| Bethlehem               | _____              | Durham                   | _____              | _____   |
| Bloomfield              | _____              | Haddam                   | _____              | _____   |
| Canaan                  | _____              | Hartford                 | _____              | _____   |
| Canton                  | _____              | Middlefield              | _____              | _____   |
| Clinton                 | _____              | Middlebury               | _____              | _____   |
| Colebrook               | _____              | Naugatuck                | _____              | _____   |
| Cornwall                | _____              | Oxford                   | _____              | _____   |
| Deep River              | _____              | Salisbury                | _____              | _____   |
| East Granby             | _____              | Sharon                   | _____              | _____   |
| East Hampton            | _____              | Simsbury                 | _____              | _____   |
| Ellington               | _____              | Woodbury                 | _____              | _____   |
| Essex                   | _____              |                          |                    | _____   |
| Farmington              | _____              |                          |                    | _____   |
| Granby                  | _____              | <u>Tier 2</u>            |                    | _____   |
| Glastonbury             | _____              | Litchfield               | _____              | _____   |
| Goshen                  | _____              | Manchester               | _____              | _____   |
| Harwinton               | _____              | South Windsor            | _____              | _____   |
| Killingworth            | _____              |                          |                    | _____   |
| Lyme                    | _____              |                          |                    | _____   |
| Marlborough             | _____              | <u>Tier 3</u>            |                    | _____   |
| Norfolk                 | _____              | Chester                  | _____              | _____   |
| North Canaan            | _____              | Thomaston                | _____              | _____   |
| Old Lyme                | _____              |                          |                    | _____   |
| Old Saybrook            | _____              |                          |                    | _____   |
| Portland                | _____              |                          |                    | _____   |
| Rocky Hill              | _____              |                          |                    | _____   |
| Roxbury                 | _____              |                          |                    | _____   |
| RRDD#1 (*)              | _____              |                          |                    | _____   |
| Torrington              | _____              |                          |                    | _____   |
| Watertown               | _____              |                          |                    | _____   |
| Wethersfield            | _____              |                          |                    | _____   |

\* Includes Barkhamsted, Winchester, New Hartford

\*\* CRRA submits a monthly report to the towns which showing deliveries by hauler.

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**PERMIT APPLICATION FORM (Cont'd)**

Exhibit E

**PART III: GUARANTY OF PAYMENT WORKSHEET**

As a condition of permitting, the Authority requires all companies to have a guaranty of payment equivalent to at least two (2) months worth of disposal fees. Please complete the following worksheet to calculate the estimated guaranty of payment. When calculating the guaranty of payment, please include all types of waste to be delivered to the Authority.

| <b>Connecticut Solid Waste System</b> |                               |                              |                                    |                                |
|---------------------------------------|-------------------------------|------------------------------|------------------------------------|--------------------------------|
|                                       | <i>Example:</i><br><i>MSW</i> | <i>Example</i><br><i>NPW</i> | <i>Example</i><br><i>Recycling</i> | <i>Example</i><br><i>Other</i> |
| 1. Type of Waste (a)                  |                               |                              |                                    |                                |
| 2. Estimated Monthly Deliveries (b)   | Tons                          | Tons                         | Tons                               | Tons                           |
| 3. Enter Price Per Ton (c)            | \$                            | \$                           | \$                                 | \$                             |
| 4. Multiple line 2 times line 3       | \$                            | \$                           | \$                                 | \$                             |
| 5. Required (d)                       | x 2 Month                     | x 2 Month                    | x 2 Month                          | x 2 Month                      |
| 6. Multiple line 4 times line 5       | \$                            | \$                           | \$                                 | \$                             |
| Add all rows of line 6 (e)            | \$                            |                              |                                    |                                |

- a. Include any Acceptable Waste to be delivered to the Authority as defined in the Procedures.
- b. Estimate should be based upon the average deliveries of Acceptable Waste (tons) per month.
- c. Use the cost per ton of waste as shown on the attached CRRA price listings or your contract amount, if it is different.
- d. The Procedures requires a guaranty of payment of at least two (2) months worth of disposal fees.
- e. This is the amount you must submit with your application to fulfill the Guaranty of Payment Requirement.

**TYPE OF GUARANTY**

**A. Bond or Letter of Credit**

If your guaranty of payment will be in the form of a Bank Letter of Credit or Financial Guaranty Bond, please instruct your agent to use the CRRA required format. (Sample formats are located in the attachment section of this application)

**B. Cash Deposits**

If your guaranty of payment will be a cash deposit, please submit a Bank or Certified Check with your application. Please **do not** include this amount with your permit fee.



**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**PERMIT APPLICATION FORM (Cont'd)**

Exhibit E

**PART V: SOLID WASTE DELIVERY AGREEMENT**

**REQUIRED FOR "WASTE HAULERS" ONLY**

De-attached from this package

This document applies to the delivery of Municipal Solid Waste from participating towns (Tier 1 through Tier 3 towns). Please execute this agreement (two originals are required) and return with your application. After review and completion by CRRA, one copy will be returned to you for your files.

Questions regarding this document should be directed to CRRA's Operations Senior Analyst at (860) 757-7700.



**ATTACHMENT A – SAMPLE CERTIFICATE OF INSURANCE (ACORD Form)**

**ATTACHMENT B – GUARANTY OF PAYMENT**

**B1 SAMPLE FINANCIAL GUARANTEE BOND (Required Format For All Bonds)**

**B2 SAMPLE BANK LETTER OF CREDIT (Required Format For All Letters of Credit)**

**ATTACHMENT C – CURRENT FISCAL YEAR PRICING TABLES**

# ATTACHMENT A

Exhibit E

## SAMPLE CERTIFICATE OF INSURANCE

required Limits of Liability as outlined in the Project Permitting, Disposal and Billing Procedures

Agent/Broker's name & address

Your business name & address

Name of Insurance companies issuing your policies.

Coverage you carry.

CRRRA must be listed as an additional insured

30 days cancellation notice required

CRRRA must have the ORIGINAL certificate bearing the original signature.

CRRRA's name and address (as written on sample)

| ACORD  | CERTIFICATE OF INSURANCE  | ISSUED DATE (MM/DD/YY)   |   |                                   |   |   |                |   |                |   |                |   |                |   |
|--|---|--|---|-----------------------------------|---|---|----------------|---|----------------|---|----------------|---|----------------|---|
| Producer<br>HAPPY INSURANCE CO.<br>44 MAIN STREET<br>HOME TOWN, USA 888888   | <b>1</b>  | This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below   |   |                                   |   |   |                |   |                |   |                |   |                |   |
| Insured<br>ABC HAULING CO. INC.<br>111 OLD TOWN ROAD<br>HOME TOWN, USA 88888   | <b>2</b>  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>3</b></td> <td></td> </tr> <tr> <td>COMPANY LETTER</td> <td style="text-align: center;">A</td> </tr> <tr> <td>COMPANY LETTER</td> <td style="text-align: center;">B</td> </tr> <tr> <td>COMPANY LETTER</td> <td style="text-align: center;">C</td> </tr> <tr> <td>COMPANY LETTER</td> <td style="text-align: center;">D</td> </tr> <tr> <td>COMPANY LETTER</td> <td style="text-align: center;">E</td> </tr> </table> | <b>3</b>  |                                   | COMPANY LETTER  | A | COMPANY LETTER | B | COMPANY LETTER | C | COMPANY LETTER | D | COMPANY LETTER | E |
| <b>3</b>   |   |  |   |                                   |   |   |                |   |                |   |                |   |                |   |
| COMPANY LETTER   | A   |  |   |                                   |   |   |                |   |                |   |                |   |                |   |
| COMPANY LETTER   | B   |  |   |                                   |   |   |                |   |                |   |                |   |                |   |
| COMPANY LETTER   | C   |  |   |                                   |   |   |                |   |                |   |                |   |                |   |
| COMPANY LETTER   | D   |  |   |                                   |   |   |                |   |                |   |                |   |                |   |
| COMPANY LETTER   | E   |  |   |                                   |   |   |                |   |                |   |                |   |                |   |
| <b>4 coverages</b>   |   |  |   |                                   |   |   |                |   |                |   |                |   |                |   |
| This is to certify that the policies of insurance listed below have been issued to the insured name above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, limits shown may have been reduced by paid claims |   |  |   |                                   |   |   |                |   |                |   |                |   |                |   |
| co   | TYPE OF INSURANCE   | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY)  | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |   |                |   |                |   |                |   |                |   |
| A  | GENERAL LIABILITY<br><input checked="" type="checkbox"/> commercial general liability<br><input type="checkbox"/> claims made <input checked="" type="checkbox"/> occur<br><input type="checkbox"/> owner's & contractor's prot<br><input type="checkbox"/><br><input type="checkbox"/> |  |   |                                   | GENERAL AGGREGATE \$<br>PRODUCTS-COM/OP AGG \$<br>PERSONAL & ADV INJURY \$<br>EACH OCCURRENCE \$<br>FIRE DAMAGE (Any one fire) \$ |   |                |   |                |   |                |   |                |   |
| B  | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> any auto<br><input checked="" type="checkbox"/> all owned autos<br><input type="checkbox"/> scheduled autos<br><input type="checkbox"/> hired autos<br><input type="checkbox"/> non-owned autos                             |  |   |                                   | COMBINED SINGLE LIMIT \$<br>BODILY INJURY (per person) \$<br>BODILY INJURY (per accident) \$<br>PROPERTY DAMAGE \$                |   |                |   |                |   |                |   |                |   |
|  | GARAGE LIABILITY<br><input type="checkbox"/> any auto<br><input type="checkbox"/><br><input type="checkbox"/>   |  |   |                                   | AUTO ONLY-EA ACCIDENT \$<br>OTHER THAN AUTO ONLY:<br>EACH ACCIDENT \$<br>AGGREGATE \$   |   |                |   |                |   |                |   |                |   |
| C  | EXCESS LIABILITY<br><input type="checkbox"/> umbrella form<br><input type="checkbox"/> other than umbrella form   |  |   |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$  |   |                |   |                |   |                |   |                |   |
|  | WORKER'S COMPENSATION and EMPLOYERS' LIABILITY<br>the proprietor/partners/ <input type="checkbox"/> incl<br>executive offers are: <input type="checkbox"/> excl   |  |   |                                   | X STATUTORY LIMITS<br>EACH ACCIDENT \$<br>DISEASE-POLICY LIMIT \$<br>DISEASE-EACH EMPLOYEE \$                                     |   |                |   |                |   |                |   |                |   |
|  | OTHER   |  |   |                                   |   |   |                |   |                |   |                |   |                |   |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS   |   |  |   |                                   |   |   |                |   |                |   |                |   |                |   |
| <b>5</b> ADDITIONAL INSURED: CONNECTICUT RESOURCES RECOVERY AUTHORITY  |   |  |   |                                   |   |   |                |   |                |   |                |   |                |   |
| CERTIFICATE HOLDER   |   |  | CANCELLATION  |                                   |   |   |                |   |                |   |                |   |                |   |
| <b>8</b><br>Connecticut Resources Recovery Authority<br>Attn: Billing Department<br>100 Constitution Plaza, 6th Floor<br>Hartford, CT 06103  |   |  | Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail <b>6</b><br>30 DAYS written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.<br>Authorized Representative <b>7</b> |                                   |   |   |                |   |                |   |                |   |                |   |

**CRRA'S INSURANCE REQUIREMENTS**  
**(ALL PERMITTEES & SUBCONTRACTOR MUST MEET THESE LIMITS)**  
*as stated in Permitting, Disposal and Billing Procedures*

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:

Commercial general liability insurance alone or in combination with, commercial umbrella insurance with a limit of not less than one million (\$1,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).

Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million (\$1,000,000.00) dollars each accident.

Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident and five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.

Each applicant or Permittee shall submit along with its permit or permit renewal application to the Authority 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 in Section 3.1(c) below. Additionally, each Permittee shall furnish to the Authority within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(e) below and certifying that such insurance has been renewed and remains in full force and effect.

All policies for each insurance required above shall:

- Name the Authority as an additional insured (this requirement shall not apply to automobile liability or workers' compensation insurance);
- Include a standard severability of interest clause;
- Provide for not less than thirty (30) days' prior written notice to the Authority by registered or certified mail of any cancellation, restrictive amendment non-renewal or change in coverage;
- Hold the Authority free and harmless from all subrogation rights of the insurer; and
- Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that the Authority may have shall be deemed in excess of such primary insurance.

All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by the Authority in its sole discretion.

Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to the Authority documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability, business automobile liability insurance and employers' liability insurance.

If any Permittee fails to comply with any of the foregoing insurance procedures, then the Authority may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for same.

No provision of this Section 3.1 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.

The Authority shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for:

- The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates,
- The solvency of any insurer, or
- The payment of losses.

For purposes of this Section 3, the terms applicant or Permittee shall include any subcontractor thereof.

**Indemnification**

Permittee shall at all times defend, indemnify and hold harmless the Authority, 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) the Authority, 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 the Authority for damage to property of the Authority 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.

**FINANCIAL GUARANTEE BOND SAMPLE FORMAT**

*Please Use This Format For All Financial Guaranteed Bonds*

**FINANCIAL GUARANTEE BOND**

**BOND #**

Know all men by these presents, that **(NAME OF HAULER)**, a **(STATE OF HAULER'S INCORPORATION)** corporation, as principal, and **(NAME OF SURETY)**, a **(STATE OF SURETY'S INCORPORATION)** corporation, as surety, are held and firmly bound unto Connecticut Resources Recovery Authority ("CRRA"), in the sum of \$ \_\_\_\_\_, lawful money of the United States of America, to be paid to the said CRRA, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

This Bond is to be effective from **(DATE)** to **(DATE)** (The "Expiration Date").

The condition of this obligation is such that, whereas, the above-bounded principal agrees to pay to CRRA all charges including, but not limited to Disposal Charges, Penalties, Fines, Interest Charges, and Adjustments incurred at All CRRA Waste Processing Facilities, Landfills, Transfer Stations, and Recycling Facilities.

It is understood by the undersigned parties that should the principal be delinquent in the above described payments, CRRA will then notify **(NAME OF SURETY)** in writing of CRRA's claim and **(NAME OF SURETY)** shall immediately pay the amount of such claim to CRRA, subject to the terms of this bond.

Now, therefore, if the above described payments are well and truly made, then the bond shall be null and void, otherwise it shall remain in full force and effect. It is a condition of this bond that it is deemed to be automatically extended without amendment for one (1) year from the expiration date hereof, or any future expiration date, unless sixty (60) days prior to the expiration date hereof (or any future expiration), **(NAME OF SURETY)** notifies CRRA by registered mail that **(NAME OF SURETY)** elects not to renew this bond.

In Witness whereof, we have set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

By: \_\_\_\_\_  
(SURETY COMPANY)

By: \_\_\_\_\_  
(NAME OF HAULER)

Signed, Sealed, and Accepted  
Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

**SAMPLE BANK LETTER OF CREDIT***Please Use This Format For All Letters Of Credits*

(To be issued by a Bank pre-approved by CRRA)

**LETTER OF CREDIT****(Name & Address of Issuing Bank**Irrevocable Letter of  
Credit No. \_\_\_\_\_

Issuance Date: \_\_\_\_\_

Beneficiary

Expiration Date: \_\_\_\_\_

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, CT 06103

Gentlemen:

We hereby establish our Irrevocable Letter of Credit No. \_\_\_\_\_ in favor of the Connecticut Resources Recovery Authority (the "Beneficiary"), at the request and for the account of **[name and address of company]** for the sum or sums up to the aggregate amount of \_\_\_\_\_ and 00/100 in U.S. Dollars (\$ \_\_\_\_\_ .00) available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at the office address noted above not later than our close of business on \_\_\_\_\_, 200\_\_ or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter of Credit No. \_\_\_\_\_."

Drafts must be accompanied by a certified statement from the Beneficiary that **[name of company]** has failed to satisfy or perform one or more of its obligations to Beneficiary.

Partial drawings hereunder are permitted. Each draft must also be accompanied by this Letter of Credit and any person paying drafts drawn hereunder must note the date and amount of the draft on the reverse side hereof.

We hereby agree with you that drafts drawn under and in compliance with the above terms of this Letter of Credit shall be duly and promptly honored on due presentation and delivery to us on or before the above-referenced expiration date or any duly extended expiration date.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of **[name of the issuing Bank]** under this Letter of Credit is the individual obligation of **[name of the issuing Bank]** and is in no way contingent upon reimbursement with respect thereto.

This Letter of Credit shall be automatically extended without amendment for one (1) year from the expiration date hereof, or any future expiration date, unless not later than sixty (60) days prior to the expiration date stated above or the then current expiration date we notify you by registered mail that we elect not to renew this Letter of Credit for any such additional period.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us at your first demand, notwithstanding any contestation or dispute between you and **[name of company]**, if presented to us in accordance with the provisions hereof.

This Letter of Credit is subject to and governed by the laws of the State of Connecticut, the decisions of the courts of that state, and the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600, and in the event of any conflict, the laws of the State of Connecticut and the decision of the courts of that state will control. If this Letter of Credit expires during an interruption of business of this bank as described in Article 17 of said Publication 600, **[name of issuing Bank]** hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business from such interruption.

Very truly yours,

---

**Authorized Signature for  
[name of issuing Bank]**

CURRENT FISCAL YEAR PRICING TABLES

**INSERT APPROPRIATE  
CURRENT PRICE LISTING**

**LISTED SEPARATELY**

**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](http://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.

## **AFFIDAVIT CONCERNING NONDISCRIMINATION**

[The successful bidder's Affidavit Concerning Nondiscrimination that was that was submitted with the successful bid will be added by MIRA.]



**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 ON-CALL MUNICIPAL SOLID WASTE DIVERSION TRANSPORTATION AND DISPOSAL WORK" (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 Statutes<sup>1</sup> as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement<sup>2</sup> in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement<sup>2</sup> 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 agreement<sup>2</sup> 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.

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

<sup>2</sup> 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 agreements<sup>2</sup> 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 |
| <b>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.</b> |  |
| 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**

**ON-CALL MUNICIPAL SOLID WASTE DIVERSION  
TRANSPORTATION AND DISPOSAL WORK**

(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 for the "Agreement For On-Call Municipal Solid Waste Diversion Transportation And Disposal Work" (the "Agreement") to the Materials Innovation and Recycling Authority ("MIRA"), and has been selected by MIRA as the successful bidder 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 for the Agreement**

|  |
|--|
| Peter Egan, Director of Operations and Environmental Affairs |
| Thomas Gaffey, Enforcement/Recycling Director                |
| Roger Guzowski, Contract and Procurement Manager             |
| Tom Kirk, President  |
|  |

**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 15

\_\_\_\_\_  
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 ON-CALL MUNICIPAL SOLID WASTE DIVERSION TRANSPORTATION AND DISPOSAL WORK  
Awarded To**

**[NAME OF CONTRACTOR/CONSULTANT]**

(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 On-Call Municipal Solid Waste Diversion Transportation And Disposal Work" 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