



REQUEST FOR PROPOSALS

For

**TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF
CONNECTICUT SOLID WASTE SYSTEM METALS**

(RFP Number 21-OE-004)

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

TABLE OF CONTENTS

- I. Request for Proposals:
 - A. Background and Scope
 - B. RFP Projected Timeline
 - C. Notice of Interest
 - D. Availability of RFP
 - E. Recovery Processes and Products Reviews
 - F. Proposal Contents
 - G. Proposal Submittal Procedures
 - H. Proposal Opening
 - I. Proposal Open and Subject to Acceptance
 - J. Proposal Evaluation
 - K. Contract Award
 - L. Affidavit Concerning Consulting Fees
 - M. Contractor's Certification Concerning Gifts

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

- III. Attachments and Forms
 - 1. Agreement for Transportation, Recycling and/or Disposal of CSWS Metals
 - 2. Designated Facility Information
 - 3. Proposal Form
 - 4. Proposal Price Form
 - 5. Background Questionnaire
 - 6. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety
 - 7. Affidavit Concerning Nondiscrimination
 - 8. Iran Certification Form
 - 9. Acknowledgement of Notice Of Campaign Contributions And Solicitation Limitations

I. Request for Proposals:

A. Background and Scope

The Materials Innovation and Recycling Authority (“MIRA”) is a State of Connecticut (“State”) quasi-public entity created pursuant to Public Act 14-94. MIRA has the responsibility for the planning, design, construction, financing, management, operation and maintenance of solid waste disposal, volume reduction, resource recovery and related facilities considered to be necessary, desirable, convenient or appropriate in carrying out the State’s solid waste management plan.

MIRA owns and operates a Resource Recovery Facility located in Hartford, Connecticut, (the “Facility”) which includes a Waste Processing Facility located at 300 Maxim Road, where municipal solid waste (“MSW”) is received and processed into refused-derived fuel, and an adjoining Power Block Facility (“PFB”) located at 1 Reserve Road where refuse-derived fuel is combusted to produce renewable energy.

The Facility is part of MIRA’s operating division known as the Connecticut Solid Waste System (“CSWS”), which consists of the Facility, a single-stream recycling facility in Hartford and transfer stations in Ellington (currently inactive), Essex, Torrington and Watertown, Connecticut. The CSWS serves the waste disposal needs of 51 municipalities which have entered into Municipal Service Agreements with MIRA which expire June 30, 2027 (the “Municipal Service Agreements”). It also serves the needs of 40 private waste haulers operating in the State under short term arrangements.

Facility operations currently generate the four primary categories of recyclable metals described below (collectively the “Facility Metals”) which may be available for recovery, marketing and sale subject to varying degrees of further processing and cleaning requirements:

- **Pre-combustion Ferrous Metals:** This consists of ferrous metals separated at the WPF when MSW is processed into refuse-derived fuel. Pre-combustion Ferrous Metals are entrained with approximately 30-50% MSW (“Metal-Entrained Waste”). This RFP anticipates that the Metal Entrained Waste will either be disposed by landfill in consideration of payment by MIRA of a fee per ton inclusive of transportation and disposal (“T&D Fee”), or processed further for metals recovery in consideration of payment by MIRA of a T&D Fee offset in whole or in part through a share of metals recovery revenue (“Metals Recovery Offset”). MIRA’s current metals recycler further processes the Metal-Entrained Waste to separate MSW from ferrous in preparation for its marketing and resale under a revenue sharing formula. However, the existing metals recycling contract expires June 30, 2021.
- **Post-combustion Ferrous Metals:** This consists of ferrous metals recovered at the PBF after refuse-derived fuel is combusted. Post-combustion Ferrous Metals are currently recovered from the ash using a simple belt magnet. This material is also presently sent to MIRA’s current metals recycler but requires minimal processing to clean ash from the ferrous. However, the existing metals recycling contract expires June 30, 2021. This RFP anticipates

that Post-combustion Ferrous Metals will be processed further for metals recovery in consideration of payment by MIRA of a T&D Fee with a Metals Recovery Offset.

- **Component Maintenance and Scrap Metals / White Goods:** This consists of maintenance metals and scrap metals of various grades and alloys, including white goods, generated either from routine maintenance, Facility capital projects or retirements, or items picked clean in bulk from MSW that require processing to remove hazardous or non-recyclable components (e.g. capacitors removed, Freon removed from appliances, etc.). This RFP anticipates that the Component Maintenance and Scrap Metals will be processed further for metals recovery in consideration of payment to MIRA of a share of net metals recovery revenue.
- **Clean Maintenance and Scrap Metals:** This consists of maintenance metals and scrap metals of various grades and alloys generated from routine maintenance, Facility capital projects or retirements, or items picked clean in bulk from MSW that require little or no further processing. This RFP anticipates that the Clean Maintenance and Scrap Metals will be processed further for metals recovery in consideration of payment to MIRA of a share of net metals recovery revenue.

Table #1 below shows the tonnages of metals removed from the Facility for the last 2 fiscal years:

Facility Metals (Tons)	FY 2019	FY 2020
Pre-combustion Ferrous Metals	13,002.14	16,414.80
Post-combustion Ferrous Metals	404.55	194.37
Maintenance and Scrap Metals	465.60	619.62

MIRA’s current metal recycler is permitted to return MSW residue it separates from the Pre-combustion Ferrous to MIRA free of charge. This is contractually limited to 35% of the Pre-combustion Ferrous exported from the Facility. Residue returned in excess of this 35% is assessed a per ton MSW tip fee. In FY 2019 and FY2020, 5,578 and 6,868 tons of residue were returned, respectively. MIRA will continue to permit the return of such residue for at least as long as the Facility continues to combust refuse-derived fuel.

Accordingly, MIRA has issued this Request for Proposals (“RFP”) for the purpose of selecting qualified and appropriately permitted firms, which may include but are not limited to scrap metal facilities, metal recyclers, secondary recyclers, waste-to-energy facilities and landfill operators, to provide for the transportation, recycling and /or disposal of any or all categories of Facility Metals. Entities desiring to respond to this RFP (“Proposers”) should express such interest and submit responses as described in Sections I.C, I.F and I.G of this RFP. The form of agreement expected to be executed between MIRA and the selected firm or firms is shown in Attachment 1, Agreement for the Transportation, Recycling and/or Disposal of CSWS Metals, hereinafter the “Metals Agreement”. Proposers may draw upon their expertise to propose options, modifications and alternatives to the Metals Agreement that will best meet the needs of MIRA provided this is done as specified in Section I.F.9 hereof (Business Exceptions). MIRA reserves the right to award all categories of Facility Metals to one Proposer, or to award separate

categories of Facility Metals to separate Proposers, but does not intend to award multiple Proposers the same category of Facility Metals.

Pursuant to State law, DEEP recently concluded a request for proposals process intended to bring about a comprehensive redevelopment of the entire CSWS. This process culminated in a term sheet between MIRA and DEEP's selected developer requiring MIRA to secure adequate financial commitments to ensure the viability of the comprehensive redevelopment project estimated to cost \$333 million. These commitments were not secured within the timeframe required in the term sheet and as of August 31, 2020, MIRA formally withdrew from any further negotiation with the developer and terminated the term sheet. Upon the conclusion of that term sheet, MIRA has simultaneously i) commenced planning to transition the Facility to transfer operations as early as July 1, 2022 and ii) is continuing to evaluate the feasibility of refurbishing the Facility for longer-term waste to energy operations. Accordingly, absent further investment in the Facility, the Base Term of the Metals Agreement is expected to be one year commencing July 1, 2021 and ending June 30, 2022. The Metals Agreement further provides for five consecutive annual Option Terms, exercised at MIRA's discretion, through the June 30, 2027 expiration of the Municipal Service Agreements. These Option Terms may be exercised for any or all categories of Facility Metals and are intended to provide for the recovery of Pre-Combustion and Post-Combustion Ferrous for as long as the Facility functions as a Waste to Energy Facility, and for the recovery of scrap metals through June 30, 2027. This RFP further permits, but does not require, investment in the Facility by Proposers desiring to recover metals from MSW after the Facility no longer functions as a Waste to Energy Facility, or by Proposers desiring to sort and separate high value scrap metals at the Facility, in which case MIRA may extend the Base Term of the Metals Agreement through June 30, 2027.

B. RFP Projected Timeline

The following is the projected timeline for the RFP process:

ITEM	DATE
RFP Documents Available	Monday November 9, 2020
Recovery Processes and Products Reviews*	Week of November 30, 2020
Deadline for Written Questions	Monday December 14, 2020
Response to Written Questions	Friday December 18, 2020
Proposals Due at MIRA	3:00 p.m., Tuesday January 12, 2021
Proposal evaluation including clarifications, interviews and negotiations	Through February 24, 2021
Selection and Notice of Award Issued	Pending approval by the MIRA Board of Directors (expected to be presented to the Board for approval at the February 2021 Board Meeting).
Expected Agreement Effective Date	Executed contract by March 1, 2021 with operations ramped up through July 1, 2021.

*To foster social distancing, MIRA intends to schedule individual site tours for interested potential proposers throughout the period specified in the timeline. MIRA reserves the right, in its sole discretion and convenience, to conduct additional site tours on additional dates upon request.

C. Notice of Interest

Potential Proposers should express their interest in this RFP by providing their contact information in writing to MIRA as soon as possible following publication of this RFP. This may be done by writing or e-mailing MIRA’s Contract and Procurement Manager as follows:

Mr. Roger Guzowski
Contract and Procurement Manager
Materials Innovation and Recycling Authority
rguzowski@ctmira.org
200 Corporate Place, Suite 202
Rocky Hill, CT 06067

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

This notice of interest information is necessary in order to schedule a review of the Facility Metals recovery processes and products.

D. Availability of RFP

Complete sets of this RFP and all Attachments may be obtained on the World Wide Web at <http://www.ctmira.org> on the “Current Bids, RFP and RFQ” page, under the “Business Links” section of the website. The RFP and Attachments can be accessed by selecting the link titled: ”RFP FOR TRANSPORTATION, RECYCLING AND / OR DISPOSAL OF CSWS METALS”.

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

The RFP, Attachments and forms are also available Monday through Friday from 8:30 a.m. to 4:30 p.m. at MIRA’s offices, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067. Anyone intending to pick up the documents at MIRA’s offices must contact Roger Guzowski at (860) 757-7703 at least 24 hours in advance. There is a charge of \$30.00 for anyone picking up the documents at MIRA’s office. Payment should be made by check payable to “Materials Innovation and Recycling Authority.”

E. Recovery Process and Product Reviews

MIRA will offer guided tours of the Facility to Proposers who have expressed interest in this RFP pursuant to Section I.C above. Guided tours of relevant areas of the WPF and PBF will be provided individually to each Proposer who schedules a tour by contacting MIRA’s Contract and Procurement Manager. Each tour will be limited to a maximum of five (5) representatives of Proposer to maintain proper social distancing. MIRA representatives will describe how Facility Metals are recovered and accommodate sample reviews where feasible on each tour. In the event questions are posed and answered during a tour, MIRA will endeavor to convey this information in writing to all Proposers expressing interest in this RFP by Addenda issued pursuant to Section II.E of this RFP. Proposers may not rely on information provided during a Facility tour unless and until that information is provided in writing to all Proposers by Addenda.

F. Proposal Contents

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

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

- The name of the Proposer;
- The legal structure of the Proposer (e.g., corporation, joint venture, etc.);
- Summary nature of the proposal indicating the type or types of Facility Metals encompassed by the Proposal including the method, location and facility proposed for recovery or disposal, and the nature and status of the permit authorizing the proposed recovery or disposal;
- Summary firm experience in recovering or disposing proposed Facility Metals as the case may be;
- Summary transition plan indicating whether the period March 1, 2021 through June 30, 2021 is adequate for fully ramping up proposed operations;
- A clear statement indicating that the proposal constitutes a firm and binding offer by the Proposer to MIRA considering the terms and conditions outlined in the RFP;
- The Proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises;
- The cover letter should not exceed two pages.

3. Table of Contents for the proposal;

4. Background and Experience Narrative including the following:

- General description of the Proposer including the number of years in the business of transporting or arranging for the transportation of scrap metal and solid waste; recycling scrap metals, particularly those originating from waste to energy facilities; and/or disposing of solid wastes composed of a large percentage of scrap metal.
- For up to five projects similar to its proposal, identify the following:
 - Project identification including name, location, brief synopsis of the work performed;
 - Project owner and/or governing body;
 - Nature of the contract, tonnage managed and length of term;
 - Reference name, title, address, e-mail and phone contact information.

5. Transportation Narrative

- Specify whether Proposer will provide the trucking services utilizing its own staff and equipment or whether they will utilize a subcontractor for transportation. Specify the proposed subcontractor (if applicable).
- If assets are owned, please describe the type and number of vehicles (e.g. transfer trailer, roll-off, flatbed trailer, stake body truck, dump truck etc) which proposer can dedicate to servicing this contract.

- Proposers should review applicable provisions of the Metals Agreement concerning transportation and disposal fee adjustments and propose any required changes thereto as part of its Business Exceptions.

6. Narrative For Pre-combustion Ferrous Metals

- Identify the location of the facility(ies) to which Proposer proposes to deliver Pre-combustion Ferrous Metals (which include entrained MSW) for processing and/or disposal. Complete and attach Attachment 2, Designated Facility Information, for each proposed facility.
- Provide information regarding all applicable solid waste permits and other permits (e.g. air permits, water permits) which would allow the Proposer to process or dispose of waste-entrained metals at the identified facility(ies).
- Describe the process, if any, by which the identified facilities will liberate ferrous metals from the entrained MSW in order to recycle the metals prior to disposal of the MSW.
- State Proposer's intention to accept Pre-combustion Ferrous Metals for so long as the Facility functions as a Waste to Energy Facility during the Base Term and Option Terms.
- State Proposer's intention, if any, to invest in the Facility at Proposer's expense as necessary to continue recovery of metals from MSW when the Facility no longer functions as a Waste to Energy Facility. Describe the nature, estimated cost, functionality and operation of the equipment to be installed, together with any changes to the economic terms proposed on Attachment 4 (Proposal Price Form).

7. Narrative For Post-combustion Ferrous Metals

- Identify the location of the facility(ies) to which Proposer proposes to deliver Post-combustion Ferrous Metals for recycling. Complete and attach Attachment 2, Designated Facility Information, for each proposed facility.
- Provide information regarding all applicable solid waste permits and other permits (e.g. air permits, water permits) which would allow the Proposer to process and recycle Post-combustion Ferrous Metals at the identified facility(ies).
- Describe the process, if any, by which the identified facilities will liberate any residual combustion ash from the Post-combustion Ferrous Metals and how that facility will safely dispose of that residual combustion ash.
- Acknowledge that Post-combustion Ferrous Metals will no longer be produced when the Facility no longer functions as a Waste to Energy Facility and state Proposer's intention to accept Post-combustion Ferrous Metals until such time.

8. Narrative For Component and Clean Maintenance and Scrap Metals

- Identify the location of the facility(ies) to which Proposer proposes to deliver maintenance and scrap metals for recycling. Complete and attach Attachment 2, Designated Facility Information, for each proposed facility.
- Provide information regarding all applicable solid waste permits and other permits (e.g. air permits, water permits) which would allow the Proposer to process and recycle various types of maintenance and scrap metal at the identified facility(ies).
- MIRA anticipates that its predominate method of recovery of Component and Clean Maintenance and Scrap Metals will result in mixed loads of scrap exported from the Facility. Given that some material may contain significant amounts of high value stainless steel, copper, aluminum, brass, etc. (other than light & heavy iron and steel) Proposers should identify a process to be utilized at Proposer's Designated Facility by which MIRA can be confident that these other high value metals can be identified, graded and priced to maximize the percentage of gross revenue benefit to MIRA. Alternatively, Proposers may state a process and requirements for Proposer to sort and separate, at its expense, such high value metals at the MIRA Facility prior to export including the nature, estimated cost, functionality and operation of such processes together with any changes to the economic terms proposed on Attachment 4 (Proposal Price Form).
- Describe the proposed process by which transportation of maintenance metals will be determined given that some maintenance metals may be palletized or are an irregular size that makes it not practicable to ship via roll-off or transfer trailer. Proposers should provide any special capabilities related to their ability to manage irregular sized maintenance metals (e.g crane trucks, mobile sheers, cutting crews which can be temporarily deployed to the Facility to break down oversized maintenance metals, etc.).

9. Business Exceptions:

Identify any exceptions, additions or deletions to the provisions of the Metals Agreement. In each instance, identify the applicable agreement section, schedule or attachment number and specific language of concern. State the reason for concern and proposed modification to resolve the concern. Specify why the proposed modification is in MIRA's best interest and assists in accomplishing the objectives of this RFP. Specify any change in proposed pricing that would result from MIRA's acceptance of the requested modification.

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

11. Complete and attach the Proposal Price Form attached hereto as Attachment 4;
12. The completed Background Questionnaire attached hereto as Attachment 5 (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
13. The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety attached hereto as Attachment 6 with the proposer's most recent EEO-1 data attached if the proposer wishes such data to be considered in the evaluation of its proposal;
14. The completed Affidavit Concerning Nondiscrimination attached hereto as Attachment 7, subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
15. The completed Iran Certification Form attached hereto as Attachment 8 subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
16. The completed Acknowledgement of Notice Of Campaign Contributions And Solicitation Limitations attached hereto as Attachment 9;
17. A copy of the proposer's up-to-date certificate of insurance showing all current insurance coverage.

Proposers should not include in their proposals other portions of the RFP. A pro-poser should not include information that is not directly related to the subject matter of this solicitation.

G. Proposal Submittal Procedures

Sealed proposals shall be submitted as per the schedule set forth in Section I.B of this RFP to the offices of MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067, Attn: Roger Guzowski. MIRA reserves the right to reject any proposals received after the time and date set forth above.

Each Proposer must submit one (1) "wet ink" original of its proposal and one electronic copy.

The "wet ink" original must contain all original signatures and shall be delivered to MIRA in a sealed envelope that shall be clearly marked "PROPOSAL FOR THE TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF CSWS METALS." The original proposal shall be stamped or otherwise marked as such.

The electronic copy must be in PDF format and be emailed to wpfmetals@ctmira.org prior to the due date specified in Section 1B of the RFP.

Unless otherwise identified by Proposer pursuant to Section I.F.9 hereof, the terms and conditions of the Agreement are non-negotiable. MIRA will review and consider any Business Exceptions taken by Proposer as part of its proposal evaluations.

H. Proposal Opening

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

I. Proposal Open and Subject to Acceptance

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

J. Proposal Evaluation

The award of an Agreement will be made, if at all, to the Proposer(s) whose evaluation by MIRA results in MIRA determining that such award to such Proposer(s) is in the best interests of MIRA. However, the selection of a Proposer(s) and the award of such 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.

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

1. Price;
2. The recognized hierarchy of solid waste management;
3. MIRA's evaluation of the proposal narratives provided by Proposer as specified in I.F.5 – I.F.8;
4. MIRA's evaluation of Proposers' demonstrated experience in the provision of scrap metal recycling and disposal services as specified in I.F.4;
5. Reasonableness of any proposed Business Exceptions as specified in I.F.9; and
6. Any other factor or criterion that MIRA, in its sole discretion, deems relevant to such evaluation.

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

1. The proposer's success in implementing an affirmative action plan (see Question 4 of RFP Attachment 6);
2. The proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive (see Question 5 of RFP Attachment 6);
3. The proposer's promise to develop and implement a successful affirmative action plan (see Question 4B of RFP Attachment 6);
4. The proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
5. The proposer's promise to set aside a portion of the contract for legitimate minority business enterprises.

K. Contract Award

The successful Proposer will be required to execute the Agreement for TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF CSWS METALS attached hereto as Attachment 1 ("Metals Agreement"). The Proposer substantially agrees to all the terms and conditions of this attached Agreement unless otherwise specified as provided in Section I.E.9 hereof.

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

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

L. Affidavit Concerning Consulting Fees

Pursuant to Connecticut General Statutes Section 4a-81, the apparently successful Proposer(s) must submit an affidavit stating that, except as specified in the affidavit, it has not entered into any contract with a consultant in connection with the RFP whereby any duties of the consultant pursuant to the contract require the consultant to pursue communications concerning the business of MIRA, whether or not direct contact with MIRA was expected or made. This affidavit is included and will become part of the Agreement.

M. Contractor's Certification Concerning Gifts

Pursuant to Connecticut General Statutes Section 4-252, the apparently successful Proposer(s) must submit a document certifying that it has not given any gifts to certain individuals between the date MIRA started planning the RFP and the date the Agreement is executed. If the

apparently successful Proposer does not execute the Certification, it will be disqualified from entering the Agreement. The dates between which the proposer may not give gifts and the identities of those to whom it may not give gifts are specified in the Contractor's Certification Concerning Gifts. This affidavit is included and will become part of the Agreement.

II. **Additional Terms and Conditions:**

A. **Definitions**

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

1. Addenda: Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.
2. Contract Documents:
 - The Metals Agreement;
 - This RFP and all Attachments
 - Addenda;
 - Proposer's Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-proposal documentation submitted prior to the Notice of Award);
 - Notice of Award; and
 - Any written amendments to the Metals Agreement.
3. Laws And Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
4. Notice Of Award: Written notification from MIRA to the apparent successful proposer that states that MIRA has accepted such proposer's proposal and sets forth the remaining conditions that must be fulfilled by such proposer before MIRA executes the Agreement.
5. Property: The certain parcels of real property on which the Facility is located.
6. Site: Those areas of the Property upon which MSW is to be delivered pursuant to MIRA's Municipal Service Agreements and private waste hauler contracts.

B. **Binding Effect**

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

C. **MIRA Reserved Rights**

During the entire solicitation process MIRA retains the right to:

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

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

D. Communications With MIRA Staff and Board Members

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

E. Addenda And Interpretations

MIRA may issue Addenda to this RFP that shall, upon issuance, become part of the RFP and binding upon all potential or actual Proposers. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Proposers. Any request for interpretation or clarification of this RFP must be submitted in writing to Roger Guzowski by e-mail (rguzowski@ctmira.org), by fax (860-757-7740), or by correspondence (MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067). To be given consideration, any such

written request must be received by MIRA by the deadline set forth in Section I.B of this RFP. Addenda, if any, will be mailed and/or e-mailed to all persons who expressed interest or arranged to pick up this RFP pursuant to Sections I.C and I.D hereof. Such addenda will also be posted on MIRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFP FOR TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF CSWS METALS" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than the date set forth in Section I.B of this RFP.

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

F. Modification or Withdrawal of A Proposal

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

G. Proposal Preparation and Other Costs

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

H. Proposer's Qualifications

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

AGREEMENT FOR TRANSPORTATION, RECYCLING AND / OR DISPOSAL OF CSWS METALS

Table of Contents

RECITALS	3
1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION.....	4
1.1 Definitions	4
1.2 Construction And Interpretation	4
1.3 Covenants and Representations.	5
2. Work.....	11
2.1 General.	11
2.2 Operations	11
2.3 Contractor personnel	12
2.4 Performance of Work	12
2.5 Commencement of Work.	13
2.6 Metal Provided by MIRA.	13
2.7 Access to the MIRA Facility; Conditions.....	13
2.8 Notice of MIRA Facility Maintenance or Shutdown.....	14
2.9 Contractor's Vehicles, Contractor's Trailers and Storage of Contractor's Trailers	14
2.10 Change of Work.	15
2.11 MIRA's Inspection Rights.....	15
2.12 Contractor Cooperation.	15
2.13 Title to Contracted Metals.....	16
2.14 Designated Facilities.....	16
2.15 Delivery Confirmation.	16
2.16 Notice of Change in Designated Facility.....	16
2.17 Process for Designating a New Designated Facility.....	17
2.18 Inspection Rights	17
2.19 Authorized Subcontracting.....	17
3. Net Service Fees.....	17
3.1 Calculation of Net Service Fee	17
3.2 Adjustments.....	18
3.3 Billing and Payments	18
3.4 Invoice Disputes	19
3.5 Survival of Payment Obligations.....	19
3.6 Sales and Use Tax Exemption Payment Obligations	19
4. Term.....	20
4.1 Term; Renewal Options.....	20
4.2 Right to Terminate	20
5. Indemnification.....	21
5.1 Contractor Indemnity.	21
5.2 MIRA Indemnity	21
5.3 Contribution and Waiver.	22
5.4 Scope.....	22
5.5 Survival.....	22
6. INSURANCE	22
6.1 Insurance.....	22
6.2 Minimum Limits of Insurance.....	23

RFP Attachment 1
Form Of Agreement

7.	Performance Security.....	25
7.1	Payment Letter of Credit.....	25
7.2	Bond.....	26
8.	Uncontrollable Circumstances.....	26
8.1	General.....	26
8.2	Notice of Uncontrollable Circumstances.....	26
9.	Default and Termination; Remedies.....	27
9.1	MIRA Default in Payment.....	27
9.2	Contractor Default.....	27
9.3	Compliance with Laws.....	28
10.	MISCELLANEOUS.....	29
10.1	Non-Discrimination.....	29
10.2	Entire Agreement.....	30
10.3	Counterparts.....	30
10.4	Governing Law.....	30
10.5	Assignment.....	30
10.6	No Waiver.....	30
10.7	Modification.....	30
10.8	Notices.....	31
10.9	Binding Effect.....	31
10.10	Severability.....	32
10.11	Subcontractors.....	32
10.12	Contracts with Third Parties.....	32
10.13	Contractor's Employees.....	32
10.14	Withholding Taxes and Other Payments.....	32
10.15	Relationship of the Parties.....	33
10.16	Large State Government Contracts.....	33
10.17	Whistleblower Protection.....	33
10.18	Mechanic's Liens.....	34
10.19	Disputes/Forum Selection/Choice of Law.....	34
10.20	Agent for Service.....	34
10.21	Campaign Contribution And Solicitation Prohibitions.....	35
10.22	Affidavit Concerning Nondiscrimination.....	35
10.23	Affidavit Concerning Consulting Fees.....	35
10.24	Contractor's Certification Concerning Gifts.....	35
10.25	President's Certification Concerning Gifts.....	35

- EXHIBIT A: Definitions
- EXHIBIT B: Pricing
- EXHIBIT C: Acceptable Designated Facilities and Subcontractors
- EXHIBIT D: MIRA Facility Metals Loading Areas and MIRA Facility Operators Safety Procedures
- EXHIBIT E: Contractor's Operations Plan
- EXHIBIT F: Performance Security
- EXHIBIT G: SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
- EXHIBIT H: Affidavit Concerning Nondiscrimination
- EXHIBIT I: Affidavit Concerning Consulting Fees
- EXHIBIT J: Contractor's Certification Concerning Gifts
- EXHIBIT K: President's Certification Concerning Gifts

AGREEMENT FOR TRANSPORTATION, RECYCLING AND/OR DISPOSAL OF CSWS METALS

This AGREEMENT FOR TRANSPORTATION, RECYCLING AND / OR DISPOSAL OF CSWS METALS (this “Agreement”) is made and entered into as of the ___ day of March, 2021, by and between the **MATERIALS INNOVATION AND RECYCLING AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067 (“MIRA”), and [NAME OF SUCCESSFUL PROPOSER(S)], having its principal offices at [ADDRESS OF SUCCESSFUL PROPOSER(S)] (hereinafter “Contractor”).

RECITALS

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

WHEREAS, Pursuant to its Enabling Legislation, MIRA has the responsibility and the authority to plan, design, construct, finance, manage, own, operate and maintain solid waste disposal, volume reduction, recycling, intermediate processing, resource recovery and related support facilities necessary to carry out the State’s Solid Waste Management Plan; and

WHEREAS, Pursuant to its Enabling Legislation and applicable operating contracts, MIRA owns and operates a Resource Recovery Facility located in Hartford, Connecticut, (the “MIRA Facility”) which includes a Waste Processing Facility located at 300 Maxim Road, where municipal solid waste (“MSW”) is received and processed into refused-derived fuel, and an adjoining Power Block Facility (“PFB”) located at 1 Reserve Road where refuse-derived fuel is combusted to produce renewable energy; and

WHEREAS, The MIRA Facility is part of MIRA’s operating division known as the Connecticut Solid Waste System (“CSWS”), which consists of the MIRA Facility, a single-stream recycling facility in Hartford and transfer stations in Ellington (currently inactive), Essex, Torrington and Watertown, Connecticut. The CSWS serves the waste disposal needs of 51 municipalities which have entered into Municipal Service Agreements with MIRA which expire June 30, 2027 (the “Municipal Service Agreements”). It also serves the needs of 40 private waste haulers operating in the State under short term arrangements; and

WHEREAS, MIRA Facility operations currently generate the four primary categories of recyclable metals defined below (collectively the “Facility Metals”) which are available for recovery, marketing and sale:

- “Pre-combustion Ferrous Metals” which consist of ferrous metals separated at the WPF when MSW is processed into refuse-derived fuel. Pre-combustion Ferrous Metals are entrained with approximately 30-50% MSW;

- “Post-combustion Ferrous Metals” which consist of ferrous metals recovered at the PBF after refuse-derived fuel is combusted;
- “Component Maintenance and Scrap Metals / White Goods” which consist of maintenance metals and scrap metals of various grades and alloys, including white goods, generated either from routine maintenance, MIRA Facility capital projects or retirements, or items picked clean in bulk from MSW that require processing to remove Hazardous Substance or non-recyclable components; and
- “Clean Maintenance and Scrap Metals” which consist of maintenance metals and scrap metals of various grades and alloys generated from routine maintenance, MIRA Facility capital projects or retirements, or items picked clean in bulk from MSW that require little or no further processing; and

WHEREAS, Contractor has expertise in the transportation, recycling and / or disposal of certain Facility Metals; and

WHEREAS, MIRA has determined that the transportation, recycling and / or disposal of certain Facility Metals by Contractor as provided herein will provide valuable assistance to MIRA in the performance of MIRA’s statutory responsibilities; and

WHEREAS, MIRA now wishes to retain Contractor for the transportation, recycling and / or disposal of [Pre-combustion Ferrous Metals, Post-combustion Ferrous Metals, Component Maintenance and Scrap Metals / White Goods, Clean Maintenance and Scrap Metals], hereinafter the “Contracted Metals”, pursuant to the terms and conditions of this Agreement.

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

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

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;

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

1.3 Covenants and Representations.

1.3.1 Covenants and Representations of Contractor.

Contractor represents, warrants and covenants to MIRA that:

- (a) Contractor is a [MIRA to insert form of organization into final agreement] duly organized and validly existing in good standing in the jurisdiction of its incorporation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor or, if applicable, Guarantor.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of all its obligations under this Agreement have been authorized by all required actions of Contractor, all as required by the charter, by-laws and applicable laws that regulate the conduct of Contractor's affairs.
- (c) The execution and delivery of this Agreement by Contractor and the performance of

all its obligations set forth herein do not conflict with and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound (except where the same would not have a material adverse effect on Contractor's ability to perform the Work hereunder).

- (d) This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.
- (e) Contractor is not currently in breach of or in default under any Applicable Laws that would materially adversely affect Contractor's ability to perform the Work hereunder, and Contractor has obtained all required Permits, approvals, and registrations necessary for the transportation, recycling and / or disposal of the Contracted Metals.
- (f) The Designated Facilities are in compliance with all Applicable Laws that pertain to the ownership, design, construction and continued operation of such Designated Facilities (except where the same would not have a material adverse effect on Contractor's ability to perform the Work hereunder).
- (g) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or threatened against Contractor or, if applicable, Guarantor, from which an unfavorable decision, ruling or finding would materially and adversely affect or enjoin the performance by Contractor of its obligations to perform the Work hereunder or the other transactions contemplated hereby, or that in any way would materially adversely affect the validity or enforceability of this Agreement, Contractor's or, if applicable, Guarantor's, financial condition, or any other agreement or instrument entered into by Contractor in connection with the Work or other transactions contemplated hereby.
- (h) Contractor is capable of and shall diligently (1) defend itself against any and all actions and causes of action pending (or threatened) against it that would, irrespective of the merits thereof, materially adversely affect the ability of Contractor to perform the Work and its obligations and observe its covenants and representations hereunder, and (2) prosecute any and all claims, which if waived or permitted to lapse, would materially adversely affect the ability of Contractor to perform the Work and its obligations and observe its covenants and representations hereunder; provided, however, that Contractor shall provide to MIRA notice of all such actions, causes of action and claims within seven (7) days of Contractor's receipt or filing thereof, as the case may be.
- (i) Contractor represents that it has, by careful examination, satisfied itself as to the na-

ture, scope, and location of the Contracted Metals and of the Work to be performed under this Agreement; the configuration of the MIRA Facility; the character, quality, and quantity of the materials to be encountered; the character, quality, and quantity of equipment, materials, and MIRA Facility functionality needed preliminarily and throughout Contractor's performance of the Work; the general and local conditions; the availability of labor and materials; the Applicable Laws relating to Contractor's performance of the Work under this Agreement; and other matters which may affect Contractor's performance of the Work under this Agreement. Having made such examinations essential to an understanding of the Work and the difficulties which may be encountered, Contractor represents that it has the necessary skill and expertise to accomplish the Work under this Agreement.

- (j) Contractor agrees that, pursuant to Conn. Gen. Stat. § 22a-270 (as the same may be amended or superseded from time to time) MIRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to Conn. Gen. Stat. § 12-412(92) (as the same may be amended or superseded from time to time), "*[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [MIRA] . . . whether such purchases are made directly by MIRA or are reimbursed by MIRA to the lessee or Facility Operator of such project*" is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge MIRA any State of Connecticut taxes or assessments at any time in connection with Contractor's performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to MIRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to MIRA in any request for proposal or other submittal or proposal to MIRA in connection with this Agreement.

- (k) Contractor either has full ownership of the Designated Facilities or has valid, unconditional and enforceable rights to use the Designated Facilities, including any rights that may exist under a lease or other operational agreement with the owner thereof (the "Designated Facility Operator"), for the continued use of the Designated Facilities throughout the term of this Agreement. As the owner or Designated Facility Operator or both, Contractor has full Governmental Approval and Permits for the lawful operation of the Designated Facilities and shall continue to maintain such Governmental Approvals and Permits, including any Beneficial Use Determination (BUDs) required for its performance of Work hereunder, through the term of this Agreement. Contractor agrees not to sell, assign or otherwise transfer ownership of its enforceable rights to use the Designated Facilities without the prior written consent of MIRA (not to be unreasonably withheld or delayed).

- (l) The Designated Facilities have sufficient capacity for the transportation, recycling and / or disposal of the Contracted Metals under this Agreement for the entire term hereof and Contractor shall, during the term of this Agreement, maintain sufficient capacity at the Designated Facilities for all Contracted Metals transported and delivered under this Agreement.
- (m) Contractor (directly or through its Subcontractor) either has full ownership of adequate vehicles and trailers, or has enforceable rights to use adequate vehicles and trailers, including any rights that may exist under a lease or other operational agreement with the owners thereof, for the continued use of such vehicles and trailers through the term of this Agreement. Contractor (directly or through its Subcontractor) has full Governmental Approval and Permits for the lawful operation of the vehicles and trailers and shall continue to maintain such Governmental Approvals and Permits through the term of this Agreement.
- (n) Contractor (directly or through its Subcontractor) has all permits, approvals and licenses issued by any Governmental Authority that are necessary or required to haul, transport, process and / or ship and dispose of the Contracted Metals. Contractor shall provide all such documents evidencing that such permits, approvals and licenses have been obtained and that Contractor is in good standing upon MIRA's request.
- (o) During the term of this Agreement, Contractor shall (directly or through its Subcontractors), own or cause others to own, operate and maintain, at all times, the equipment necessary to perform the Work under this Agreement at the MIRA Facility and the Designated Facilities in compliance with all Applicable Laws and shall take all actions necessary to maintain all permits, licenses and approvals necessary to perform the Work under this Agreement, including, without limitation, for the lawful ownership, operation and maintenance of the Designated Facilities. In addition, if during the term of this Agreement, additional Permits, including BUDs, are required or compliance with additional governmental requirements is required in order to perform the Work under this Agreement, including, without limitation, to utilize the Designated Facilities in the manner contemplated by the terms of this Agreement, Contractor shall apply for and obtain such additional Permits or comply with such additional requirements on a timely basis or initiate legal proceedings to contest such additional Permits or requirements. If Contractor fails to obtain such necessary permits due to its own actions, MIRA shall have the right, upon notice to Contractor, to make alternative arrangements for the transportation, recycling and disposal of the Contracted Metals and Contractor shall reimburse MIRA for all costs incurred in making such alternative arrangements within thirty days of receiving such invoice from MIRA.
- (p) Contractor shall provide, or cause MIRA to be provided, with copies of any notice Contractor receives concerning the revocation of any Permits, including BUDs, the denial of any subsequently required Permits, or non-compliance of a Designated Facility with the requirements of Applicable Law, within forty-eight (48) hours of Contractor's receipt thereof. In addition, Contractor shall provide or cause MIRA to be pro-

vided with true, correct and complete copies of any written notice of substantial non-compliance issued by any Governmental Authority, within three (3) days of Contractor's receipt thereof.

- (q) The Designated Facilities are properly permitted by Governmental Authority to accept the Contracted Metals. Contractor shall provide copies of all such permits, licenses or approvals and evidence that Contractor is in good standing upon MIRA's request.
- (r) The Designated Facilities are not in the National Priorities List, CERCLIS or any similar list established or maintained by any state Governmental Authority nor has the owner or operator thereof been notified that the Designated Facilities are subject to investigation for inclusion on any such list by any applicable Governmental Authority.
- (s) The motor vehicles Contractor utilizes for the Work under this Agreement are not and will not be in violation of any Connecticut Department of Motor Vehicles or Federal Motor Carrier Safety Administration safety regulations.
- (t) Contractor shall provide MIRA with notice of any violations, citations, suits, regulatory proceedings, or prosecutions, received by or commenced against the Contractor, its employees, or its Subcontractors in connection with the performance of the Work, in each case within twenty four hours (24) of Contractor's receipt thereof.
- (u) Contractor shall provide MIRA with notice of any notices of violations, orders, warnings, letters of noncompliance from any Governmental Authority, violations, citations, suits, regulatory proceedings, claims, or prosecutions, received by or commenced against the Contractor, its employees, or its Subcontractors in connection with the ownership and operation of the Designated Facilities or with Contractor's transportation work, in each case within twenty four hours (24) of Contractor's receipt thereof.
- (v) Contractor shall provide MIRA with immediate notice of any motor vehicle accidents in which the Contractor, its employees, or its Subcontractors are involved in the performance of the Work.
- (w) Contractor shall cause any Subcontractors to comply with Applicable Laws governing drug and alcohol testing of its employee drivers.
- (x) Contractor shall cause, and shall cause any Subcontractors to cause, all of its vehicles used to perform the Work under this Agreement to comply with all Applicable Laws and to perform safety and maintenance inspections to ensure that all vehicles are safe to operate and maintained in good working order, including frequent inspections of brakes and equipment necessary to safely secure Trailers to vehicles. Contractor (or its Subcontractor) shall maintain accurate records of such inspections. No vehicle that is not thoroughly maintained in good working order shall be used for Work provided under this Agreement. MIRA shall have the right, but is not required, to review all inspection reports upon request.

- (y) Contractor shall be responsible for the prompt payment of any and all fines, penalties, or other monetary violations associated with the Work provided under this Agreement.
- (z) Each motor vehicle utilized for this Agreement shall be in full compliance with all the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, as they may be amended, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
- (aa) Each individual who uses or operates a motor vehicle at any time in the performance of this Agreement shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. The license shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles or other applicable jurisdiction for any reason or any cause.
- (bb) Each motor vehicle used in the performance of this Agreement is duly registered with the Connecticut Department of Motor Vehicles in accordance with all applicable Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles for any reason or cause. If such motor vehicles are not registered with the Connecticut Department of Motor Vehicles, then it shall be duly registered with another state or commonwealth in accordance with such state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such state or commonwealth for any reason or cause.
- (cc) Contractor represents and warrants that it is aware of and understands the hazards which are presented to persons, property, and the environment in the performance of transportation, recycling and disposal of the Contracted Metals as described in this Agreement.

1.3.2 Covenants and Representations of MIRA.

MIRA represents, warrants and covenants to Contractor that:

- (a) MIRA is duly organized and validly existing in good standing under the laws of the State of Connecticut and is duly qualified and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.

- (b) The execution, delivery and performance of this Agreement by MIRA (1) has been duly authorized by the governing body of MIRA, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to MIRA or any provisions of MIRA's charter, by-laws or resolutions.
- (c) The execution and delivery of this Agreement by MIRA, and the performance of all its obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of MIRA or any agreement, indenture, mortgage, trust, contract, permit or instrument to which MIRA is a party or by which MIRA is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of MIRA, enforceable against MIRA in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.
- (d) There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Authority, pending or, to the knowledge of MIRA, threatened against MIRA that in any way would materially and adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by MIRA in connection with the transaction contemplated hereby.
- (e) Although Contractor is solely responsible for obtaining all Permits, including BUDs required to effectuate the performance of its obligations under this Agreement, MIRA shall cooperate with Contractor in all reasonable respects, with no cost or liability to MIRA, to procure and maintain any Permits that shall be necessary for Contractor to perform its obligations under the terms of this Agreement.

2. Work.

2.1 General.

Upon the Commencement Date, Contractor shall furnish all labor, administrative services, materials, fuel, supplies, tools, equipment, parts, facilities and any other property necessary to transport, recycle and dispose of the Contracted Metals, as the case may be, in accordance with the terms of this Agreement (the "Work") and shall be compensated therefore pursuant to the provisions of Article 3 hereof.

2.2 Operations

- (a) MIRA shall cause the MIRA Facility Operator to load the Contracted Metals into Contractor's Trailers at the Metal Loading Areas specified in **Exhibit D** in accordance with the

Contractor's Operations Plan Specified in **Exhibit E**. All loading of Contracted Metals shall be done in accordance with the Contractor's Operations Plan and the Permits. Contractor shall fully cooperate with MIRA and its MIRA Facility Operator in coordinating and scheduling the loading of Contractor's Trailers at the MIRA Facility. Contractor covenants and agrees that it shall, at all times during the term of this Agreement, provide an adequate number of Contractor's Trailers so as to insure that no interruption of the MIRA Facility's loading operations occurs during the term of this Agreement.

- (b) Contractor shall transport Contracted Metals from the MIRA Facility at such times and in the manner set forth in the Contractor's Operations Plan and the Permits. Contractor shall have a continuing obligation to protect against spillage or leakage of the Contracted Metals from the Contractor's Trailers at all times during the loading, removal, transportation and delivery to the Designated Facility(ies) as specified in **Exhibit C**.
- (c) Contractor shall implement its Operations Plan and shall provide notice to MIRA and the MIRA Facility Operator of any difficulties in such implementation. The parties shall cooperate in making temporary or permanent modifications to Contractor's Operations Plan that do not impair or hinder the operations of the MIRA Facility or increase the costs of the MIRA Facility Operator, MIRA or Contractor.
- (d) Contractor shall be fully responsible for the clean-up of any Contracted Metals that are spilled during the transportation on any public or private road, railway or property. Contractor must act immediately, diligently and with all due dispatch to respond to the spill and to initiate clean-up activities in accordance with all Applicable Laws, and Contractor shall indemnify MIRA for and hold MIRA harmless against any and all claims or damages arising from or in connection with any such spill or clean-up activities. If clean-up of a spill is not initiated with all due haste by Contractor, MIRA, at its option but without any obligation to do so, may perform any clean-up not performed by Contractor and may deduct from any amount otherwise due to Contractor hereunder the costs incurred by MIRA in connection with any such clean-up.

2.3 Contractor personnel

Contractor shall provide all personnel necessary to properly perform the Work. All Contractor personnel shall be properly trained, over the age of eighteen (18) and equipped with the requisite safety equipment and licensed to perform the assigned Work. All personnel used by Contractor shall be competent and skilled in the performance of the duties to which they are assigned and shall comply with all Applicable Laws and Permits and with all rules and regulations of the MIRA Facility including, but not limited to, the MIRA Facility Operator's safety procedures at the MIRA Facility outlined in **Exhibit D**.

2.4 Performance of Work

Contractor warrants that the Work shall be performed in accordance with good industry standards, all Applicable Laws, and the terms of this Agreement. If MIRA, using its good faith and commercially reasonable discretion, determines that the Work has not been so performed,

MIRA shall inform Contractor in writing of such determination, and Contractor shall, at its sole cost, undertake any and all measures requested by MIRA to insure that the Work is performed in accordance with such standards and terms including, without limitation, re-performing any portion of the Work; provided, however, that such measures will be in addition to, and not in derogation of, the absolute right on the part of MIRA to be fully promptly compensated by Contractor for all costs, damages, and additional expenses incurred, either directly or indirectly, by reason of Contractor's failure to properly perform any obligation of Contractor in this Agreement after notice and opportunity to cure any defects in performance identified by MIRA.

2.5 Commencement of Work.

Contractor shall commence performing the Work in accordance with the terms of this Agreement on the Commencement Date.

2.6 Metal Provided by MIRA.

In accordance with the terms and conditions of this Agreement, MIRA shall make all Contracted Metals available to Contractor for transportation, recycling and disposal and Contractor shall transport such Contracted Metals to a Designated Facility.

Contractor guarantees sufficient space at the Designated Facilities listed in **Exhibit C** for the purpose of transportation, recycling and disposal of the Contracted Metals.

Nothing contained in this Agreement is intended to constitute, and should not be construed as, a guaranty or warranty by MIRA to Contractor of a particular amount of tonnage of the Contracted Metals for the term of this Agreement or for any other particular period of time.

2.7 Access to the MIRA Facility; Conditions.

MIRA hereby grants to Contractor, during the MIRA Facility's normal scale hours of operation or other hours as may be approved by the MIRA Facility Operator and/or MIRA, access to only those areas of the MIRA Facility necessary for Contractor to perform its obligations under this Agreement, provided that: (a) Contractor shall not interfere with any other operations being conducted at the MIRA Facility by either MIRA, the MIRA Facility Operator or any other person or entity; and (b) Contractor is in compliance with all of the terms and conditions of this Agreement. If Contractor fails to comply with any of the foregoing conditions of access, MIRA shall provide Contractor with written notice of such failure and Contractor shall have thirty (30) days from the date of such notice to cure such failure. Notwithstanding the foregoing, in the event that any failure by Contractor to comply with any of the foregoing conditions of access causes an emergency situation that either interferes with any of the operations being conducted at the MIRA Facility by either MIRA, the MIRA Facility Operator or any other person or entity (other than an interruption in the continuous loading and transport of the Contracted Metals by Contractor hereunder) or presents a safety or security hazard to the Facility or to any personnel of MIRA or the MIRA Facility Operator working at the MIRA Facility, or any other person or entity, then MIRA shall immediately notify Contractor of such failure and emergency situation, and upon Contractor's receipt of such notice Contractor shall take immediate action to cure such

failure. If Contractor does not immediately cure such failure, then MIRA shall have the right, without any obligation to do so, to immediately cure such failure causing such emergency situation, and Contractor shall reimburse MIRA for any and all reasonable costs and expenses incurred by MIRA in taking such curative action. If, within the foregoing thirty (30) day cure period: (i) Contractor does not cure such failure, (ii) Contractor does not reimburse MIRA in full for any and all reasonable costs and expenses incurred by MIRA in taking any curative action, or (iii) MIRA, by taking any curative action, is unable to cure such failure, then such failure shall constitute a Contractor default hereunder and MIRA shall have the right to revoke the access granted to Contractor herein and to terminate this Agreement in accordance with Section 9.2 herein. Any payment obligations of Contractor under this Agreement shall survive the termination of this Agreement.

2.8 Notice of MIRA Facility Maintenance or Shutdown.

MIRA shall provide Contractor five (5) business days advance notice of any planned maintenance or planned shut-down of the MIRA Facility. MIRA shall also, as soon as practicable, notify Contractor of the date on which the MIRA Facility shall resume operations following the planned maintenance or shut-down. MIRA agrees that, during the term of this Agreement, it shall provide Contractor with a copy of the annual schedule of planned MIRA Facility shut-downs as soon as the same is made available to MIRA.

Contractor agrees that it will adhere to any necessary change in Work schedule due to any planned maintenance or shut-down of the MIRA Facility.

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

Contractor shall acquire and use in its performance of the Work, at Contractor's expense, such quantity of Contractor Vehicles and Trailers necessary to perform the Work. All trucks, containers and trailers used by Contractor in the performance of the Work hereunder shall comply with all Applicable Laws governing the transportation of the Contracted Metals.

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

MIRA covenants and agrees that, during the term of this Agreement it shall provide sufficient space at the MIRA Facility for the storage of an adequate number of Contractor's Trailers to perform the Work. The type and quantity of Contractor's Trailers must be approved by MIRA prior to their use and must conform to the requirements of the MIRA Facility. Trailers will be loaded by MIRA's Facility Operator.

Contractor's Vehicles, including Contractor's Trailers shall be drip-proof and covered throughout the entire trip from the MIRA Facility to the Designated Facility. The cover shall enclose the entire length and width of the body of the container and shall ensure that no Contracted Metals or dust emanates from or under the cover.

All drivers employed by Contractor shall insure that there are no Contracted Metals on the truck frame, body or cab prior to leaving the MIRA Facility. Contractor shall maintain all Contractor's Vehicles used in the performance of the Work in good condition and working order. MIRA shall have the right to refuse admittance to the MIRA Facility of any of Contractor Vehicles that in MIRA's discretion are not so maintained. Contractor's Vehicles, Trailers or other equipment that requires maintenance or repair shall be removed from the Site promptly by Contractor at its sole cost and expense. No refueling shall be permitted on the Site.

2.10 Change of Work.

In the event that MIRA determines during the term of this Agreement that any modifications to the Work are necessary to accommodate changes in the composition of the Contracted Metals, operation of the MIRA Facility, transportation to or use of the Designated Facilities, then pursuant to MIRA's written request, Contractor shall promptly commence and perform the Work as so modified. MIRA shall consult with Contractor prior to making such written request and, at MIRA's discretion, make such accommodations as Contractor shall reasonably request as part of the institution of such modifications. If any adjustment(s) to the payments or fees set forth in **Exhibit B** are required, MIRA and Contractor shall mutually agree in writing on the amount of such adjustment(s) provided that MIRA's and Contractor's proportionate values, costs and returns associated with the existing Work, to the extent applicable, shall be used to determine the appropriate increase or decrease. MIRA and Contractor shall endeavor to negotiate any such increase or decrease in good faith prior to the commencement of modified Work. In the event such negotiations are delayed and time is of the essence, MIRA may, at its discretion, notify Contractor to commence such modified Work and Contractor shall promptly commence and perform the Work as modified. Either Party may terminate this Agreement sixty (60) days after the commencement of such modified Work if agreement as to the adjustment of the fees cannot be reached. Any modified Work commenced by Contractor at MIRA's written direction in the absence of such agreement is not a waiver of Contractor's right or claim to any necessary adjustment of fees.

2.11 MIRA's Inspection Rights.

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

2.12 Contractor Cooperation.

Contractor shall perform all the Work in cooperation with MIRA and all MIRA contractors and/or agents. Such cooperation shall include, but not be limited to, routine reporting, and communications with MIRA and other parties. Such cooperation shall also involve scheduling of staff and Work hereunder, without limitation. Under no circumstances shall Contractor speak to or otherwise communicate with the press or any other media regarding its performance of Work under this Agreement. Contractor shall direct all inquiries from the press or any other media to MIRA.

2.13 Title to Contracted Metals

At the MIRA Facility, title to the Contracted Metals shall pass to Contractor upon loading of Contractor's Trailers by MIRA's Facility Operator for transportation to a Designated Facility. At no time shall title to Contracted Metals revert back to MIRA after title passes to Contractor, regardless of any Change in Law.

2.14 Designated Facilities

At the MIRA Facility, Contractor shall accept the Contracted Metals for transportation, recycling and disposal only at the Designated Facilities each as specified in **Exhibit C**. Contractor shall not change the Designated Facilities without the prior written approval of MIRA. [Note: if MIRA agrees to more than one Designated Facility, MIRA reserves the right to insert language into this Section 2.14 and elsewhere in the Agreement as needed, specifying that one of those Designated Facility(ies) is preferred by MIRA and should be used wherever practicable.].

2.15 Delivery Confirmation.

At the time Contracted Metals are weighed at the MIRA Facility, Contractor shall notify MIRA of the Designated Facility to which it intends to deliver such Contracted Metals. All weight tickets issued at the MIRA Facility shall contain the name of the intended Designated Facility. At a Designated Facility, Contractor shall obtain a receipt showing that the load has been delivered.

MIRA shall provide weekly reports (electronic if available) showing each load of Contracted Metals provided to Contractor including date, time, ticket number, truck number, gross weight, tare weight, net weight and intended Designated Facility. These reports shall be run for the period covering Sunday – Saturday, except the last and first week of each month, which report will be split by month. This report shall be available five (5) business days following the period covered.

All scales used at the MIRA Facility shall at least annually be certified as accurate in accordance with the standards set by Applicable Laws.

In the event that Contracted Metals are unloaded from a Trailer after leaving the MIRA Facility but prior to disposal at a Designated Facility, or conversely any materials were added to load of Contracted Metals after it left the MIRA Facility, then Contractor shall be deemed to be in default of this Agreement under Section 7.2 hereof.

2.16 Notice of Change in Designated Facility

Contractor shall immediately provide MIRA with written notice of any change or changes in a Designated Facility or the operations thereof. Contractor shall immediately notify MIRA upon receipt of any notice, claim, letter of non-compliance, potential violation or suit or proceeding

received from any Governmental Authority, adjacent property owner, citizen suit, third party or any Person relating to a Designated Facility.

2.17 Process for Designating a New Designated Facility

Contractor may provide MIRA with a written list of alternative landfills that are at a minimum Subtitle D permitted landfills, or other disposal facilities that can accept the Contracted Metals pursuant to an applicable solid waste permit. Upon written approval by MIRA, such alternative landfill or other disposal or processing facility shall be deemed a Designated Facility under this Agreement, listed in **Exhibit C**, and Contracted Metals may be transported, recycled, processed and / or disposed thereto.

2.18 Inspection Rights

(a) MIRA may, at its option and upon reasonable notice and during normal operating hours, inspect the condition of and manner of operations at a Designated Facility, and review Permits, permit applications and operating plans for a Designated Facility. Contractor acknowledges that MIRA shall have no obligation to conduct such inspections and reviews, and that MIRA's failure to do so shall in no event constitute a waiver of Contractor's responsibility to comply with all Applicable Laws.

(b) In the event that MIRA, in the course of its inspection and review conducted under Section 2.18(a), discovers any violation by Contractor or any of its employees, Subcontractors, or agents of any provision in this Agreement or any Applicable Laws, MIRA shall first provide Contractor with immediate notice of such violation and Contractor shall be wholly responsible for making any other required notifications pursuant to Applicable Law, including to Governmental Authorities. Contractor shall have the opportunity to cure such violation in accordance with Applicable Laws and the terms of Section 9.2 hereof.

2.19 Authorized Subcontracting

Contractor shall not Subcontract any portion of the Work without the prior written approval of MIRA provided subject to the provisions of Section 10.11 hereof.

3. Net Service Fees

In consideration of the rights and privileges granted to Contractor herein, and of the Work to be provided by Contractor hereunder, either Party shall be paid a Net Service Fee monthly in arrears as determined in accordance with the provisions of this Article 3 and Exhibit B attached hereto.

3.1 Calculation of Net Service Fee

The Net Service Fee shall be the sum of a) Transportation Fees plus b) Disposal Fees less c) Metals Recovery Offsets where:

- a) Transportation Fees are the product of the number of Tons of Contracted Metals exported from the MIRA Facility each month times the Transportation Fee per Ton determined for each class of Contracted Metals, and each Designated Facility, and summed in accordance with Exhibit B hereto;
- b) Disposal Fees are the product of the number of Tons of Contracted Metals exported from the MIRA Facility each month times the Disposal Fee per Ton determined for each class of Contracted Metals, and each Designated Facility, and summed in accordance with Exhibit B hereto; and
- c) Metals Recovery Offsets are the product of the number of Tons of Contracted Metals exported from the MIRA Facility each month, times the Index Price per Ton, times the MIRA Revenue Share, each as determined for each class of Contracted Metals and summed in accordance with Exhibit B hereto;

Each month, in the event that the Net Service Fee is positive, MIRA shall pay Contractor the Net Service Fee, and in the event that the Net Service Fee is negative, Contractor shall pay MIRA the Net Service Fee.

Contractor's compensation detailed in this Article 3 shall compensate Contractor for all Work provided under this Agreement, including but not limited to the cost of all labor, equipment, utilities, fuel, chemicals, materials, supplies, insurances and financial security instruments, permits and authorizations, and third-party services and equipment.

3.2 Adjustments

The Transportation Fee per Ton shall be subject to adjustment each month based on changes in the Northeast Urban Automotive Diesel Fuel index published by the U.S. Bureau of Labor Statistics pursuant to the provisions of Exhibit B hereto. Metals Recovery Offsets shall be subject to adjustment each month based on changes in the American Metal Market #1 HMS Index High Price and such other metals price indices shown, and pursuant to the provisions of, Exhibit B hereto. Contractor's Monthly Statements required pursuant to Section 3.3 hereof shall include all such adjustments, indices and calculations.

3.3 Billing and Payments

On or before the fifteenth (15th) day of each month, Contractor shall provide MIRA with a statement reflecting its calculation of the Net Service Fee for the prior month's activity, hereinafter the "Monthly Statement". The Monthly Statement shall be in a form acceptable to MIRA and shall include the number of tons of each class of Contracted Metals together with applicable Transportation Fees, Disposal Fees, Index Prices, MIRA Revenue Shares, Metals Recovery Offsets, Adjustments, and calculation of the Net Service Fee. The Monthly Statement shall be supported by MIRA and Designated Facility Weight Tickets, tabulated in a form acceptable to MIRA, and such other documentation reasonably requested by MIRA. MIRA shall review each Monthly Statement and provide any comments or Disputes within fifteen (15) days. In the event the Net Service Fee is positive, MIRA shall pay Contractor the Net Service Fee within thirty (30) days of its receipt of such Monthly Statement. In the event that the Net Service Fee is

negative, MIRA shall invoice Contractor therefore and Contractor shall pay MIRA such Net Service Fee within thirty (30) days of its receipt of such invoice.

3.4 Invoice Disputes

All loads of Contracted Metals leaving the MIRA Facility will be weighed by MIRA on the MIRA Facility outbound scales unless otherwise agreed to in writing by MIRA. The Facility Metals shall be further weighed upon entry at the Designated Facility and the Weight Tickets issued at the Designated Facility shall be reflected in the Monthly Statements submitted by Contractor. The tabulation of Weight Tickets to be submitted by Contractor with each Monthly Statement shall compare each load's weight, and the sum of all loads, as reflected on both the MIRA and Designated Facility Weight Tickets. In the event there is greater than a five percent (5%) discrepancy in any load, or greater than a one percent (1%) discrepancy in the sum of all loads reflected on any Monthly Statement, Contractor shall take commercially-reasonable steps to identify and cure the cause of such discrepancy and notify MIRA of the steps it has so taken within thirty (30) days of the submission of such Monthly Statement. In the event that such discrepancies continue for three consecutive months, Contractor's Monthly Statements shall reflect Weight Tickets issued by the MIRA Facility.

In the event that MIRA disputes any aspect of the Monthly Statement submitted by Contractor, it shall state the reasons therefore in writing and provide any backup documentation and calculations to Contractor within fifteen (15) days of receipt of the Monthly Statement. The undisputed portion of such Monthly Statement shall be paid by MIRA to Contractor, or invoiced by MIRA and paid by Contractor, in the normal course pursuant to the provisions of Section 3.3 hereof. The parties will negotiate in good faith to resolve the disputed portion. If the Parties are unable to resolve the disputed portion within ninety (90) days of the date of such dispute, the provisions of Section 10.19 hereof shall apply.

3.5 Survival of Payment Obligations

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

3.6 Sales and Use Tax Exemption Payment Obligations

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

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

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

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

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

4. Term

4.1 Term; Renewal Options.

The base term of this Agreement ("Base Term") shall begin on the Commencement Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, at 11:59 p.m., ET on June 30, 2022.

This Agreement may be extended at MIRA's sole option for five (5) successive one year extension periods (each an "Extension") (the final extension would begin on July 1, 2026 and end at 11:59 p.m., ET on June 30, 2027). Each Extension will be automatic unless MIRA provides written notice to Contractor that MIRA had declined to extend the Agreement not later than 2 months prior to the expiration of the Base Term or then-current Extension.

4.2 Right to Terminate

Upon not less than 120 days written notice to Contractor, MIRA may elect to terminate this agreement at any time for any of the following:

- a. MIRA ceases to exist, or no longer has beneficial ownership of or operational control over the MIRA Facility;
- b. The MIRA Facility closes or transitions to a transfer operation and does not generate the Contracted Metals.

5. Indemnification.

5.1 Contractor Indemnity.

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

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

5.2 MIRA Indemnity

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

5.3 Contribution and Waiver.

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

5.4 Scope.

For purposes of Subsections 5.1, 5.2 and 5.3 above, (i) the term Contractor shall mean and include Contractor, and/or any of its directors, officers, employees, agents, Subcontractors, representatives or partners, and (ii) the term MIRA shall mean and include MIRA, MIRA's Facility Operator, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners.

5.5 Survival.

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

6. INSURANCE

6.1 Insurance

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

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

6.2 Minimum Limits of Insurance

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

1. Commercial General Liability:
 - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.
 - b. \$2,000,000 General Aggregate
 - c. \$1,000,000 Products & Completed Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury
2. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
 - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory limits.
4. Employer's Liability:
 - a. \$1,00,000 Each Accident
 - b. \$1,00,000 Disease – Policy Limit
 - c. \$1,00,000 Disease – Each Employee
5. Excess/Umbrella Liability:
 - a. \$10,000,000 Each Occurrence/Aggregate; schedule the General Liability, Automobile Liability, and Employers Liability and follow form with the underlying terms.

6. Contractor's Pollution Liability with a limit of \$5,000,000 per loss/\$10,000,000 annual aggregate.
7. Professional liability: \$1,000,000 Each Occurrence with a limit of \$1,000,000.
8. Contractor's Property Insurance covering 100% the actual cash value of Contractor's equipment.

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

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

(b) Other Insurance Provisions

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

1. MIRA, and their respective subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Contractor:
 - a. Commercial General Liability
 - b. Automobile Liability
 - c. Contractor's Pollution Liability
2. The Contractor agrees to notify MIRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to MIRA's Risk Manager by fax to 860-757-7740, or by e-mail to riskmanager@ctmira.org, or by correspondence to MIRA, 200 Corporate Place, Rocky Hill, Connecticut 06067.
3. The Contractor shall waive (and require their insurers to waive) subrogation rights against MIRA for losses and damages incurred under the insurance policies required by this Agreement.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Acceptability of Insurance

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

(d) Verification of Coverage

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

(e) Subcontractors

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

7. Performance Security.

Contractor shall have the option to procure and maintain in full force and effect, at its own cost and expense, throughout the term of this Agreement and any extension thereof, either a payment letter of credit (the "Payment Letter Of Credit") or a performance bond (the "Bond") in the full amount of [*at the time of the execution of the Agreement, MIRA will enter an amount equal to six months' worth of disposal costs (transportation to, and disposal at the Designated Facility)*] Such Payment Letter Of Credit shall be in and drawn on the forms set forth in Exhibit F attached hereto and made a part hereof and such Bond shall be in one of the forms set forth in Exhibit F and shall be issued and executed by a surety acceptable to MIRA.

7.1 Payment Letter of Credit

- (1) Submission of Security. Within ten (10) days after MIRA issues the Notice of Award, Contractor shall furnish MIRA with the Payment Letter Of Credit.
- (2) Specific Requirements –Payment Letter of Credit. The Payment Letter Of Credit required hereunder shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Payment Letter Of Credit, Contractor notifies MIRA by registered mail that the issuer of the Payment Letter Of Credit elects not to renew such Payment Letter Of Credit. If the issuer of the Payment Letter Of Credit furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the issuer elects not to renew the Payment Letter Of Credit due to no fault of Contractor, Contractor shall immediately substitute another letter of credit, subject to the requirements set forth in this Section 7.1.
- (3) Failure to Maintain the Security. Failure to maintain or renew the Payment Letter Of Credit under the aforesaid terms shall constitute a default by Contractor of this Agreement.
- (4) Exercise of Rights and Remedies. In the event Contractor fails to perform any of its obligations under this Agreement, MIRA shall have the right, in addition to all other rights and remedies available to MIRA hereunder or otherwise, to exercise any or all of MIRA's rights

and remedies under the Payment Letter Of Credit.

- (5) Issuing Companies. The Payment Letter Of Credit shall be issued and executed by a Connecticut Bank or by a national banking association acceptable to MIRA.

7.2 Bond.

Contractor shall maintain the Bond in full force and effect during the term of this Agreement. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Bond, Contractor notifies MIRA by registered mail that the surety of the Bond elects not to renew such Bond. Failure to maintain or renew the Bond under the aforesaid terms shall constitute a default by Contractor under Section 9.2 of this Agreement. If the surety on the Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Bond due to no fault of Contractor, Contractor shall immediately substitute another bond and surety, subject to the requirements set forth in this Section 7.2. In the event Contractor fails to perform any of its obligations under this Agreement, MIRA shall have the right, in addition to all other rights and remedies available to MIRA hereunder or otherwise, to exercise any or all of MIRA's rights and remedies under the Bond.

8. Uncontrollable Circumstances.

8.1 General.

In the event either party is rendered unable, wholly or in part, by an Uncontrollable Circumstance, to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such an Uncontrollable Circumstance and to the extent that such party is using its commercially reasonable efforts to mitigate damages caused by such Uncontrollable Circumstance and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused by the Uncontrollable Circumstance but for no longer period. In the event that either party is unable to perform due to an Uncontrollable Circumstance for a period of ninety (90) days or more, the other party may terminate this Agreement in accordance with Section 9.2 hereof.

8.2 Notice of Uncontrollable Circumstances.

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

- (a) the Uncontrollable Circumstance and cause(s) thereof (if known);
- (b) its estimated duration and impact, if any, on the performance of any obligations under this Agreement;

- (c) the measures being taken to remove or mitigate the effect of such Uncontrollable Circumstance.

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

9. Default and Termination; Remedies.

9.1 MIRA Default in Payment.

In the event MIRA defaults in the payment of any sum when due hereunder, unless such default is cured within thirty (30) days after MIRA's receipt of written notice thereof from Contractor, Contractor may terminate this Agreement by written notice to MIRA of such intention.

9.2 Contractor Default.

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

- (a) Contractor fails to pay any sum when due hereunder, unless such default is cured within thirty (30) days after Contractor's receipt of written notice thereof from MIRA, MIRA may terminate this Agreement by written notice to Contractor of such intention.
- (b) Contractor fails to provide constant daily Work as required by this Agreement which disrupts the continuous loading, transportation, recycling and disposal of the Contracted Metals by Contractor as required hereunder;
- (c) Contractor fails to maintain its insurance as required under Article 6 of this Agreement;
- (d) Contractor fails to maintain any Permits, licenses or approvals issued by any Governmental Authority, or any agreements with any subcontractor, for the continued use and operation of a Designated Facility or to provide transportation work under this Agreement that would have a material adverse effect on Contractor's ability to perform the Work;
- (e) Contractor fails to perform any other obligations or covenants under this Agreement and such failure shall continue for thirty (30) days after the date Contractor receives notice from MIRA of such failure, provided that, subject to the prior approval of MIRA, in the case of any matter that is not reasonably susceptible to cure within such thirty (30) day period, such cure period may be extended for such additional time as may be reasonably necessary to complete such cure with diligence, not to exceed ninety (90) days in total, or Contractor fails to perform any such obligations or covenants more than twice within

any ninety (90) day period, regardless of whether such failures are cured within any applicable notice and cure period;

- (f) Contractor breaches any representation or warranty referenced herein, including, without limitation, any representations and warranties under Section 1.3.1 that would have a material adverse effect on Contractor's ability to perform the Work;
- (g) Contractor or MIRA receives notice that a Designated Facility is placed on the National Priorities list, CERCLIS, or other similar federal or state list; or
- (h) Contractor commits an Act of Bankruptcy.

Upon the occurrence of a Contractor Default, MIRA shall have the right, but not the obligation, to (1) immediately cure such failure causing such disruption, and Contractor shall reimburse MIRA for any and all actual damages, including, but not limited to, the amount by which the actual net costs of transportation, recycling and disposal incurred by MIRA exceeds the Net Service Fees provided under this Agreement, attorney's fees, consultant cost and fees, surcharges or other fees and expenses incurred by MIRA in taking such curative action within thirty (30) days after the receipt by Contractor of an invoice from MIRA for such actual damages; (2) terminate this Agreement by written notice to Contractor of such intention and/or pursue any and all other rights and/or remedies that MIRA may have against Contractor at law or in equity; and/or (3) seek to enforce the terms and covenants contained herein through specific performance or other such equitable relief as may be decreed or ordered or injunctive relief by a court of competent jurisdiction in addition to all other rights and remedies available at law, equity, or provided for in this Agreement.

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

9.3 Compliance with Laws.

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

10. MISCELLANEOUS

10.1 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 (for the purposes of this section “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced), national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, intellectual disability, mental disability (for the purposes of this section “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders), 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, status as a veteran, 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;
- (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.

10.2 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.

10.3 Counterparts

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

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067
Attention: Director of Operations and Environmental Affairs

With a copy to:

MATERIALS INNOVATION AND RECYCLING AUTHORITY
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067
Attention: President

(b) If to Contractor:

Attention: _____

10.8.1 Routine Notices.

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

10.8.2 Emergency Notification.

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

10.9 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.

10.10 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.

10.11 Subcontractors.

Contractor shall not subcontract any portion of the Work without MIRA's prior written consent. As of the Commencement Date, MIRA has consented to the Subcontractors listed in Exhibit C. Contractor shall require all of its Subcontractors, in writing, to abide by the terms and conditions of this Agreement, including, without limitation, compliance with all Applicable Laws. The subcontracts between Contractor and Subcontractors shall specifically provide that, in the event of a default beyond any applicable cure periods by Contractor under this Agreement, MIRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide MIRA with copies of all such subcontracts and all other contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts (which copies may be redacted with respect to financial or proprietary information). The subcontracts between Contractor and its Subcontractors shall specifically include MIRA as a third party beneficiary and shall provide that such Subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

10.12 Contracts with Third Parties.

Upon request by MIRA, Contractor shall provide MIRA with copies of any agreements, and any modifications or revisions to any agreement, promptly upon the execution thereof (or upon the execution of this Agreement, if applicable) which Contractor has with a third party for Work pursuant to this Agreement. Information regarding pricing and any other proprietary information may be redacted from the agreements prior to the agreements being provided to MIRA.

10.13 Contractor's Employees.

All persons employed by Contractor shall be solely subject to the direction of and responsible to Contractor and shall not be deemed to be employees of MIRA or its MIRA Facility Operator. All personnel used by Contractor shall comply with all Applicable Laws, including safety procedures of the MIRA Facility Operator at the MIRA Facility included in **Exhibit D.**

10.14 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 with-

held 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 its employees, agents, Subcontractors or materialmen. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this Section 10.14, and Contractor hereby agrees to indemnify and hold MIRA harmless against any and all such taxes, insurance and payments or other payments 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.

10.15 Relationship of the Parties.

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

10.16 Large State Government Contracts.

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

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

10.17 Whistleblower Protection

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

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

10.18 Mechanic's Liens.

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

10.19 Disputes/Forum Selection/Choice of Law.

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

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

10.20 Agent for Service.

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

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

10.21 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 G [SEEC Form 11].

10.22 Affidavit Concerning Nondiscrimination

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

10.23 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 I.

10.24 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 J.

10.25 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 K.

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

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

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

[NAME OF CONTRACTOR]

By: _____
Its
Duly Authorized

[Signature page of Agreement For Recycling Of Metals And/Or Disposal Of Metal-Entrained Solid Waste From The Connecticut Solid Waste System Resource Recovery Facility]

Exhibit A: Definitions

“Act of Bankruptcy” means that (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) Contractor shall have admitted in writing its inability generally, to pay its debts as such debts become due, (c) Contractor shall have made a general assignment for the benefit of creditors, (d) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors, (e) Contractor shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in a bankruptcy or insolvency proceeding, (f) an order, judgment or decree for relief in respect of Contractor shall have been entered in an involuntary case, without the application, approval or consent of Contractor by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for Contractor or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days, (g) Contractor shall have filed a voluntary petition in bankruptcy, (h) Contractor shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or (i) an order for relief shall have been entered against Contractor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. §301. For purposes of this definition, the term Contractor shall mean Contractor or Guarantor.

“Affiliate” means a Person that, directly or indirectly, controls or is controlled by, or is under common control with, Contractor.

“Agreement” means this Agreement for Transportation, Recycling and / or Disposal of CSWS Metals between MIRA and Contractor, together with **Exhibits A-K** (inclusive) attached hereto and made a part hereof and any written amendments, modifications or supplements hereto.

“Alternative Fuel” means any fuel other than diesel fuel, including but not limited to natural gas, compressed natural gas, liquefied natural gas, ethanol, bio-diesel, hydrogen, electricity.

“Applicable Laws” means any statute, law, constitution, charter, ordinance, resolution, judgment, order, permits (including but not limited to the Permits), decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall be enacted, promulgated, issued or enforced by any judicial or Governmental Authority having jurisdiction and which is applicable to the performance of Services hereunder.

“Commencement Date” means July 1, 2021

“Contracted Metals” means those Facility Metals which Contractor has agreed to accept, transport, recycle and / or dispose of pursuant to the terms of this Agreement and as specifically identified in the Recitals to this Agreement.

“Contractor,” has the meaning set forth in the preamble of the Agreement.

“Contractor’s Operations Plan” means the plan specified in Exhibit E

“Contractor’s Vehicles” means tractor-trailer trucks, roll-off trucks, flat-bed trucks, or other collection vehicles, together with Contractor’s Trailers, required to perform the Work specified in the Agreement.

“Contractor’s Trailers” means tractor trailers, roll-off containers other detached portion of a Contractor’s Vehicle agreed by the Parties designed to be left at the Site for the accumulation and collection of the various Facility Metals as are required to perform the Work.

“Clean Maintenance and Scrap Metals” shall have the meaning ascribed to it in the Recitals to this Agreement.

“Component Maintenance and Scrap Metals / White Goods” shall have the meaning ascribed to it in the Recitals to this Agreement.

“Designated Facility” or “Designated Facilities” means a Designated Disposal Facility and/or Designated Recycling Facility approved by MIRA and listed in Exhibit C to this Agreement.

“Designated Disposal Facility” means a disposal facility which Contractor owns, leases, operates, or otherwise possesses the right to use pursuant to Article 1 of this Agreement, that is authorized to accept Contracted Metals for disposal pursuant to Applicable Law.

“Designated Recycling Facility” means a recycling facility or scrap metal processing facility which Contractor owns, leases, operates, or otherwise possesses the right to use pursuant to Article 1 of this Agreement, that is authorized to accept Contracted Metals for recycling or further processing for resale pursuant to Applicable Law.

“Designated Facility Operator” means the firm, government entity, quasi-public authority or other entity that operates a Designated Facility.

“Disposal Fees” shall have the meaning ascribed to it in Article 3 and Exhibit B of this Agreement.

“Environmental Claim” means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent, decree, penalty, fine, lien, proceeding or claim arising (a) pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Substance, or (c) from any abatement, removal, remedial, corrective, or other response action in connection with a Hazardous Substance, Environmental Law or other order of a Governmental Authority, or (d) from any actual or alleged damage, injury, threat, or harm to health, safety, natural resources, or the environment.

“Environmental Law” means any current or future Legal Requirement pertaining to the pollution, contamination, protection, or remediation of the environment or the protection or restoration of natural resources and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., Solid Waste Disposal Act, as amended, 42 U.S.C. §§6901 et seq., Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq., Clean Air Act, 42 U.S.C. §§7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 et seq., Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq., National Environmental Policy Act of 1969, 42 U.S.C. §§4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) et seq., any similar, implementing or successor law, including, without limitation, laws enacted by the State of Connecticut or any other state, and any amendment thereto, and any, regulation, order or directive issued thereunder.

“Facility Metals” shall have the meaning ascribed to it in the Recitals to this Agreement.

“Governmental Approval” means any permit (including but not limited to the Permits), license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority required for the performance of the Work hereunder.

“Governmental Authority” means any international, foreign, federal, state, regional, county, or local department, agency, authority, commission or body having governmental, or quasi-governmental authority, or any instrumentality or subdivision thereof.

“Hazardous Substance” means any chemical, pollutant, contaminant, waste (including, without limitation, toxic, hazardous, infectious, sanitary, solid, radioactive and petroleum waste), toxic substance, hazardous substance, extremely hazardous substance, hazardous material, radioactive material, oil and

petroleum product, as such terms, or any similar terms, are or shall be used under any Environmental Law.

“Legal Requirement” means any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree, or other requirement of any Governmental Authority applicable to the Work to be provided hereunder.

“Metals Recovery Offsets” shall have the meaning ascribed to it in Article 3 and Exhibit B of this Agreement.

“Metal Residue” means the non-metallic MSW and ash contamination removed by the Contractor from the Scrap Metals and otherwise appropriately disposed of by the Contractor under the terms of this Agreement.

“MIRA Facility” shall have the meaning as provided in the Recitals of this Agreement.

“MIRA Facility Operator” shall mean the company or companies hired by MIRA to operate and maintain the MIRA Facility.

“Municipal Solid Waste” or **“MSW”** means solid waste generated by and collected from residential, commercial, institutional, industrial, and other establishments deemed acceptable by MIRA for processing at the MIRA Facility in accordance with all applicable federal, state and local laws.

“Net Service Fee” means the Net Service Fee due and payable monthly to Contractor or MIRA pursuant to the provisions of Article 3 and Exhibit B to this Agreement.

“Pre-Combustion Ferrous Metals” shall have the meaning ascribed to it in the Recitals to this Agreement.

“Permits” means all permits, consents, licenses, approvals or authorizations issued by any Governmental Authority having jurisdiction over the Contracted Metals and / or Work hereunder.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government Authority.

“Post-Combustion Ferrous Metals” shall have the meaning ascribed to it in the Recitals to this Agreement.

“Property” means the real property owned by MIRA and upon which the MIRA Facility is situated.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks or other receptacles containing or previously containing any Hazardous Waste.

“Scrap Metals” means ferrous and non-ferrous metals, and alloys, including but not limited to, scrap refrigerators, air conditioners, and other appliances and loose maintenance scrap metals generated at the MIRA Facility that are controlled and owned by MIRA.

“Solid Waste” means all materials or substances that are unwanted, discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to trash, garbage, refuse, rubbish, discarded materials from residential, commercial, municipal, and industrial activities, ashes, yard waste and vegetative waste but not including Hazardous Substance.

“State” means the State of Connecticut.

“Subcontractor” means any subcontractor of Contractor approved by MIRA pursuant to Section 10.11 hereof and listed in **Exhibit C**.

“Term” shall have the meaning ascribed to it in Section 4 of the Agreement and unless otherwise specified shall include both the Base Term and any annual Extensions.

“Ton” means 2,000 pounds.

“Trailer” means a trailer, truck or other equipment that is designed to prevent leakage, spillage, and dispersion of Contracted Metals during transportation and that meets all Applicable Laws and is customarily used in the transportation industry to transport Contracted Metals; however, “Trailer” shall also mean, and Contractor can use, in temporary emergency circumstances with prior notification and prior approval by MIRA or Operator, a leak proof roll-off container to transport Contracted Metals that can be loaded from the top and meets all other specifications in this Agreement.

“Transportation Fees” shall have the meaning ascribed to it in Article 3 and Exhibit B of this Agreement.

“Uncontrollable Circumstance” means any of the following acts, events or conditions that have had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of either party under this Agreement, or a material adverse effect on the operation or use of the CSWS

Facility, if such act, event or condition is beyond the reasonable control of MIRA or Contractor, respectively, and not the result of willful or negligent action or a lack of reasonable diligence, of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement and is the proximate cause of such failure to perform or comply, including, but not limited to, an act of God, epidemic, landslide, lightning, earthquake, hurricane, fire, explosion, catastrophic storm, flood or similar occurrence, an act of war, terrorism, blockade, insurrection, riot, civil disturbance or similar occurrence.

“Work” means the procedures and requirements set forth in Section 2 of the Agreement that govern the loading of Contracted Metals into Contractor's Trailers at the MIRA Facility, the weighing of such Trailers, and Contractor's transportation, recycling and disposal Contracted Metals from the MIRA Facility to a Designated Facility.

EXHIBIT B: PRICING

[Note: This Exhibit B will be completed and/or adjusted in the final Agreement by MIRA based upon the successful Proposer's Proposal.]

Overview

This Exhibit specifies calculation of the Net Service Fee pursuant to Article 3 of this Agreement:

- Section 1: Specifies the calculations used to determine Net Service Fees for Pre-combustion and Post-combustion Ferrous Metals including Transportation Fees, Disposal Fees, Metals Recovery Offsets, Transportation Fee Adjustments and Metals Recovery Offset Adjustments.
- Section 2: Specifies the calculations used to determine Net Service Fees for Component and Clean Maintenance and Scrap Metal including Transportation Fees, Disposal Fees, Metals Recovery Offsets, Transportation Fee Adjustment and Metals Recovery Offset Adjustments.

Section 1: Pre-combustion and Post-combustion Ferrous Metals

The Net Service Fee shall be the sum of a) Transportation Fees plus b) Disposal Fees less c) Metals Recovery Offsets where:

- a) Transportation Fees are the product of the number of Tons of Contracted Metals exported from the MIRA Facility each month times the Transportation Fee per Ton stated in Tables 1-A through 1-__ and adjusted pursuant to Section 3 a) hereof;
- b) Disposal Fees are the product of the number of Tons of Contracted Metals exported from the MIRA Facility each month times the Disposal Fee per Ton stated in Tables 1-A through 1-__ hereof; and
- c) Metals Recovery Offsets are the product of the number of Tons of Contracted Metals exported from the MIRA Facility each month times the Index Price per Ton stated in Tables 1-A through 1-__ and adjusted pursuant to Section 3 b) hereof;

Tables 1-A through 1-__ provide individual pricing for each Designated Facility approved by MIRA and listed in Exhibit C of this Agreement.

Section 2: Component and Clean Maintenance and Scrap Metal

The Net Service Fee shall be the sum of a) Transportation Fees plus b) Disposal Fees less c) Metals Recovery Offsets where:

- a) Transportation Fees are the product of the number of Tons of Contracted Metals exported from the MIRA Facility each month times the Transportation Fee per Ton stated in Tables 2-A through 2-__ and adjusted pursuant to Section 3 a) hereof;
- b) Disposal Fees are the product of the number of Tons of Contracted Metals exported from the MIRA Facility each month times the Disposal Fee per Ton stated in Tables 2-A through 2-__ hereof; and
- c) Metals Recovery Offsets are the product of the number of Tons of each type of Contracted Metals exported from the MIRA Facility each month times the Index Price per Ton for each type of Contracted Metal, times the Percentage of Gross Revenue stated in Tables 2-A through 2-__ as described further in Section 3 c) hereof;

Tables 2-A through __ provide individual pricing for each Designated Facility approved by MIRA and listed in Exhibit C of this Agreement.

Section 3: Adjustments

- a) **Transportation Price Adjustment** - The Transportation Fees listed in Tables 1-A through ____ and Tables 2-A through __ shall be adjusted monthly as follows:
 - 1) The MIRA FY 2022 (Base Year) Transportation Price Per Ton shall be multiplied by fifteen percent (15%), hereinafter the “Base Fuel Price”;
 - 2) The Transportation Price Per Ton for the current Fiscal Year shall be multiplied by eighty-five percent (85%), hereinafter the “Non-Fuel Price”;
 - 3) The Base Fuel Price shall be multiplied by a fraction, the numerator of which shall be the Northeast Urban Automotive Diesel Fuel index (Series ID Number APU010074717) published monthly by the U.S. Department of Labor, Bureau of Labor Statistics, hereinafter the BLS Fuel Price, published for the month in which such adjustment is made, and the denominator of which shall be the BLS Fuel Price published for the month of January 2021. The product of this calculation is hereinafter referred to as the “Adjusted Fuel Price”.
 - 4) The Adjusted Fuel Price shall be added to the Non-Fuel Price to determine the Transportation Price for the current month.
- b) **Metals Recovery Offset Adjustment** - The Metals Recovery Offsets listed in Tables 1-A through 1-__ shall be adjusted monthly as follows:
 - 1) The MIRA FY 2022 (Base Year) Metals Recovery Offset Price Per Ton

shall be multiplied by a fraction, the numerator of which shall be the American Metal Market #1 HMS Index High Price, hereinafter the “HMS Price”, published for the month in which such adjustment is made, and the denominator of which shall be the HMS Price published for the month of January 2021.

- c) **Metals Recovery Offset Adjustment** - The Metals Recovery Offsets listed in Tables 2-A through 1-__ shall be determined monthly as follows:
- 1) The Percentage of Gross Revenue stated in Tables 2-A through 2-__ for each year this Agreement for each type of metal recovered shall not change.
 - 2) The Market Index stated in Tables 2-A through 2-__ for each type of metal recovered shall not change unless agreed to by MIRA in writing at its sole discretion.
 - 3) The Monthly Statement provided by Contractor pursuant to Article 3 of this Agreement shall reflect the most current published Market Index price for each type of metal recovered.
 - 4) The Metals Recovery Offset for each type of metal recovered shall be the product of the number of tons recovered, times the applicable current Market Index Price times the applicable Percentage of Gross Revenue.

RFP Attachment 1
Form Of Agreement – Exhibit B

Table 1-A					
Ferrous Metals					
Designated Facility A:					
	T&D Fee			Metals Recovery	Net Fee
	Transportation	Disposal	Total	Offset	(Per Ton)
Pre-combustion Ferrous Metals					
MIRA FY 2022 (Base Year)			\$ -		\$ -
MIRA FY 2023 (Option Year 1)			\$ -	\$ -	\$ -
MIRA FY 2024 (Option Year 2)			\$ -	\$ -	\$ -
MIRA FY 2025 (Option Year 3)			\$ -	\$ -	\$ -
MIRA FY 2026 (Option Year 4)			\$ -	\$ -	\$ -
MIRA FY 2027 (Option Year 5)			\$ -	\$ -	\$ -
					\$ -
Post-combustion Ferrous Metals					
MIRA FY 2022 (Base Year)			\$ -		\$ -
MIRA FY 2023 (Option Year 1)			\$ -	\$ -	\$ -
MIRA FY 2024 (Option Year 2)			\$ -	\$ -	\$ -
MIRA FY 2025 (Option Year 3)			\$ -	\$ -	\$ -
MIRA FY 2026 (Option Year 4)			\$ -	\$ -	\$ -
MIRA FY 2027 (Option Year 5)			\$ -	\$ -	\$ -

Table 2-A							
Maintenance and Scrap Metal							
Designated Facility A:							
		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
	Index	Base Year	Option 1	Option 2	Option 3	Option 4	Option 5
Component Maintenance and Scrap Metals							
Base Per Ton Transportation Fee (if any)	n/a						
Base Per Ton Disposal Fee		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Metals Recovery Offset							
Percentage of Gross Mixed Loads of Scrap Revenue	AMM #1 HMS						
Percentage of Gross Stainless Steel Revenue							
Percentage of Gross Copper Revenue							
Percentage of Gross Aluminum Revenue							
Percentage of Gross Brass Revenue							
Percentage of Gross Other Revenue Specify 1:							
Percentage of Gross Other Revenue Specify 2:							
Clean Maintenance and Scrap Metals							
Base Per Ton Transportation Fee (if any)	n/a						
Base Per Ton Disposal Fee		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Metals Recovery Offset							
Percentage of Gross Mixed Loads of Scrap Revenue	AMM #1 HMS						
Percentage of Gross Stainless Steel Revenue							
Percentage of Gross Copper Revenue							
Percentage of Gross Aluminum Revenue							
Percentage of Gross Brass Revenue							
Percentage of Gross Other Revenue Specify 1:							
Percentage of Gross Other Revenue Specify 2:							

EXHIBIT C:
**LIST OF DESIGNATED FACILITIES
AND SUBCONTRACTORS**

1. List of Designated Facilities

[Note: This Exhibit C will be completed in the final Agreement by MIRA based upon the successful Proposer's Proposal]

2. List of Approved Subcontractors

[Note: This Exhibit C will be completed in the final Agreement by MIRA based upon the successful Proposer's Proposal]

EXHIBIT D: RRF METAL LOADING AREAS AND RRF OPERATORS SAFETY PROCEDURES

1. METAL LOADING AREAS

Attached hereto and incorporated herein this Exhibit D is drawings of the WPF and PBF which indicate areas within each facility where metal will be loaded into Contractor's Trailers, at which Contractor's Trailers will need to be sited, and any other information appurtenant thereto.

2. MIRA FACILITY OPERATOR'S SAFETY PROCEDURES

Attached hereto and incorporated herein this Exhibit D is the safety procedures, as specified by the MIRA'S Facility Operator and MIRA that Contractor will follow when performing the Work at the RRF.

Exhibit D2: Facility Operator's Safety Procedures for Hauling of Contracted Metals while On-site at the CSWS RRF

The following outlines the procedures regarding access, ingress, and egress for the Contractor hauling Contracted Metals from the CSWS RRF, and the responsibilities of the Facility Operator and the Contractor for the handling of Contracted Metals at the CSWS RRF.

Facility Operator Responsibilities:

1. The Facility Operator is responsible for directing Trailers into the Contracted Metals Loading Area(s) for loading.
2. One Trailer is loaded at a time and once filled will be directed by the Facility Operator to exit the Contracted Metals Loading Area. In the event the Facility Operator fills an empty Trailer that has been left on-site by the Contractor for future pickup, the Facility Operator will move the Trailer to a pre-determined location for the Contractor to in-turn pick up.
3. The typical time frame for this operation is Monday through Friday from 5:30 a.m. until 5:00 p.m. and on Saturdays from 5:30 a.m. until 1:00 p.m. [*note: these hours can be altered to accommodate hauling distance and Designated Facility receiving hours.*]

Contractor Responsibilities:

1. Trailers must be permitted by MIRA prior to the beginning of the operation.
2. A tare weight must be established for each Trailer prior to the Commencement Date, and periodically thereafter as directed by MIRA. This will occur at one of the scales at the CSWS RRF.
3. Empty Trailers will enter the CSWS RRF through either Gate 70 on Maxim Road or Gate 40 on Reserve Road (dependent on specific Contracted Metal type) by use of an electronic reader bar supplied by MIRA for each Trailer. After entering the RRF the Trailer must proceed [*traffic flow instruction to be inserted here after contract award, dependent on specific Contracted Metal type*].
4. All applicable CT State Regulations governing waste hauling vehicles will be followed while onsite (e.g., no idling in excess of three (3) minutes except under certain circumstances).
5. Trailers filled with Contracted Metals must be covered before exiting the RRF. Trailers will proceed [*traffic flow instruction and scale location to be inserted here after contract award, dependent on specific Contracted Metal type*] where the trailer will be weighed and receive a weight ticket.
6. Once the weighing process has been completed the Trailer will proceed [*precise instruction to be inserted here after contract award, dependent on specific Contracted Metal type*] in order to exit the Facility. The CSWS RRF speed limit is 15 miles per hour based on the amount of traffic occurring from the overall operation, and the Contractor's drivers must be receptive to any and all directions given by MIRA or the Facility Operator.

7. Appropriate safety gear is required of the Contractor at all times while on site (hard hats, safety shoes, reflective safety vest or jacket, gloves, glasses and appropriate pants and shirts).
8. Any spill or release of a hazardous material (e.g., hydraulic oil) while on-site at the CSWS RRF is the responsibility of the Contractor. The Facility Operator will coordinate emergency response procedures to contain, control and cleanup such releases, with the Contractor reimbursing MIRA for the cost of materials, and any Facility Operator man-power costs for clean-ups in excess of two hours. In the event a third party spill-response contractor is required, Contractor will be responsible for all associated clean-up/remediation costs.

**EXHIBIT E: CONTRACTOR'S PLAN OF OPERATIONS
AND DISPOSAL STANDARDS**

[Note: This Exhibit E will be completed in the final Agreement by MIRA based upon the successful Proposer's Proposal and any subsequent negotiations between MIRA and Proposer]

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. The below addresses are to be used for giving required notice.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

--	--

OWNER (Name and Address):

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

AGREEMENT

DATE:	
AGREEMENT NUMBER:	
AMOUNT:	\$
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	AGREEMENT FOR TRANSPORTATION, RECYCLING AND / OR DISPOSAL OF CSWS METALS Materials Innovation and Recycling Authority 200 Corporate Place, Suite 202 Rocky Hill, CT 06067

BOND

BOND NUMBER:	
DATE: (Not earlier than Agreement Date)	
AMOUNT:	DOLLARS (\$)

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on Pages 2 and 3 hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

SIGNATURE:		SIGNATURE:	
NAME AND TITLE:		NAME AND TITLE:	

TERMS AND CONDITIONS TO PERFORMANCE BOND

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the foregoing Agreement, the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.
2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
 - 3.3 The Owner has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Agreement in accordance with the terms of the agreement with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or
 - 4.2 Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or
- 4.4 Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
 - 6.2 Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to

related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Agreement Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.

12.2 Agreement: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any of the terms of the Agreement, including any failure of the Contractor to perform its warranty obligations.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

13. Notwithstanding anything to the contrary, including any limitations that would otherwise apply under Paragraph 9 above, this bond shall apply to the Contractor's warranty obligations under Specification Section 01740.G for a period of five (5) years from the acceptance date.

LETTER OF CREDIT

To Be Issued By a Connecticut Bank Or By a National Banking Association

Irrevocable Standby Letter Of Credit No.	[Letter Of Credit #]		
Issuance Date:	[Date]	Expiration Date:	[Date]
Beneficiary:	Materials Innovation and Recycling Authority 200 Corporate Place, Suite 202 Rocky Hill, CT 06067		

Gentlemen:

We hereby establish our Irrevocable Standby Letter Of Credit No. **[Letter Of Credit #]** in favor of the "Beneficiary," Materials Innovation and Recycling Authority ("MIRA"), at the request and for the account of **[Name of Contractor]**, for the sum or sums up to the aggregate amount of \$ _____ (_____ Dollars) available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at this office not later than our close of business on **[Date]** or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter Of Credit No. **[Letter Of Credit #]**."

Drafts must be accompanied by a certified statement from the Beneficiary that **[name of Contractor]** has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain AGREEMENT FOR TRANSPORTATION, RECYCLING AND / OR DISPOSAL OF CSWS METALS between **[name of Contractor]** and MIRA, dated as of **[Date]**.

Partial drawings hereunder are permitted.

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 Connecticut Bank or National Banking Association]** under this Letter of Credit is the individual obligation of **[name of the issuing Connecticut Bank or National Banking Association]** and is in no way contingent upon reimbursement with respect thereto.

It is a condition of this Letter Of Credit that it is deemed to be automatically extended without amendment for one (1) year from the expiration date stated above, or any future expiration date, unless not later than ninety (90) 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 shall be duly honored by us at your first demand, notwithstanding any contestation or dispute between you and **[name of Contractor]**, 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 (1993 Revision) International Chamber of Commerce Publication No. 500 and in the event of any conflict, the laws of the State of Connecticut and the decisions 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 500, **[name of issuing Connecticut Bank or National Banking Association]** 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 Connecticut Bank or National Banking Association]

ACKNOWLEDGEMENT OF NOTICE OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

Attached hereto and incorporated herein this Exhibit G is the Acknowledgement Of Notice Of Campaign Contribution And Solicitation Limitations that was submitted to MIRA by the Contractor.

[The successful bidder's Acknowledgement Of Notice Of Campaign Contribution And Solicitation Limitations that was that was submitted with the successful proposal will be added by MIRA.]

AFFIDAVIT CONCERNING NONDISCRIMINATION

Attached hereto and incorporated herein this Exhibit H is the Affidavit Concerning Nondiscrimination that was submitted to MIRA by the Contractor.

[The successful proposer's Affidavit Concerning Nondiscrimination that was that was submitted with the successful proposal 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 TRANSPORTATION, RECYCLING AND / OR DISPOSAL OF CSWS METALS" (the "Agreement") with the Materials Innovation and Recycling Authority ("MIRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of MIRA, whether or not direct contact with MIRA, a MIRA official, a MIRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

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

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

TABLE 1: Disclosure of Consulting Agreements

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

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

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

 Notary Public/Commissioner of the Superior Court

 Commission Expiration Date



**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

**AGREEMENT FOR TRANSPORTATION, RECYCLING AND / OR DISPOSAL OF
CSWS METALS**

(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 TRANSPORTATION, RECYCLING AND / OR DISPOSAL OF CSWS METALS" (the "Agreement") to the Materials Innovation and Recycling Authority ("MIRA"), and has been selected by MIRA as the successful bidder/proposer/SOQ submitter for the Agreement and is prepared to enter into the Agreement with MIRA; and
3. No gifts were made between October 1, 2020 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

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

Governor Ned Lamont
Senator Martin Looney, President Pro Tempore of the Senate
Senator Kevin Kelly, Senate Republican President Pro Tempore
Representative Matt Ritter, Speaker of the House of Representatives
Representative Vincent Candelora, Minority Leader of the House of Representatives

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

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

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

Sworn to before me this _____ day of _____ 20 ____

 Notary Public/Commissioner of the Superior Court

 Commission Expiration Date

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 TRANSPORTATION, RECYCLING AND / OR DISPOSAL OF
CSWS METALS**

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 TRANSPORTATION, RECYCLING AND / OR DISPOSAL OF CSWS METALS” 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



SCRAP METAL PROCESSING/DISPOSAL FACILITY(IES) FORM

Proposer, hereafter called "Contractor" shall list on the following pages all disposal and/or Processing facilities (for purposes of this form, each a "Facility") which Proposer proposes to utilize for the processing or disposal of scrap metals from the CSWS Resource Recovery Facility should Contractor be awarded an Agreement for the Work. Contractor shall identify all disposal and processing facilities (including scrap metal processing facilities, resource recovery facilities, landfills, , transfer station(s), etc.) it will use in the performance of the Work.

In addition to filling out the Form, for each Facility Contractor 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 care; and
- (d) A summary of the compliance history of the Facility (NOVs, consent orders) for the past five years.

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

If a contractor proposes to utilize more than one Facility in the performance of the services, MIRA reserves the right in its sole discretion to approve or disapprove the use of any proposed disposal Facility in the performance of the services.

Proposed Facility (__ of __)

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"/> Resource Recovery	
		<input type="checkbox"/> Scrap Metal Processing		Other	
Amount of Pollution Legal Liability Insurance Carried by Facility (Provide copy of insurance certificate):			\$		
Permits Held by Facility (enter "N/A" if not applicable) (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
	<input type="checkbox"/>	<input type="checkbox"/>
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?		



PROPOSAL FORM

RFP NUMBER: 21-OE-004

CONTRACT FOR: Agreement For Transportation, Recycling And / Or Disposal Of CSWS Metals

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

The Proposer accepts and agrees to all terms and conditions of the Request for Proposals including any Addenda.

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

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

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

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

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

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

3. PROPOSER’S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

- Proposer has thoroughly examined and carefully studied the Request For Proposals, all exhibits thereto, and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

Addendum Number	Date Issued

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

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

4. PROPOSER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Proposal, Proposer acknowledges and agrees that:

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

5. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

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

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

6. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

7. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

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

8. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

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

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

9. PROPOSER'S REPRESENTATIONS CONCERNING RFP FORMS

By submission of this Proposal, the Proposer, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of disqualification from the procurement process, all of the forms included in the RFP that are submitted to MIRA as part of its Proposal are identical in form and content to the preprinted forms in the Request For Proposals and exhibits thereto except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

10. PROPOSER'S WAIVER OF DAMAGES

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

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

11. PROPOSER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

For all state contracts as defined in P.A. 10-1 having a value in 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 and solicitation prohibitions, and will inform its principals of the contents of the notice.

Acknowledgement of this notice, Attachment 7 of the RFP is included and must be signed by the Proposer and submitted as part of this Proposal.

12. ATTACHMENTS

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

- A Scrap Metal Processing/Disposal Facility Form (RFP Attachment 2) for each processing or disposal facility which Proposer is proposing to use.
- This Proposal Form (RFP Attachment 3), completed in its entirety and signed by the Proposer;
- The Proposal Price Form (RFP Attachment 4)
- Background Questionnaire (RFP Attachment 5);
- Questionnaire Concerning Affirmative Action (RFP Attachment 6);
- Affidavit Concerning Nondiscrimination (RFP Attachment 7);
- Iran Certification Form (RFP Attachment 8);
- Acknowledgement of Notice Of Campaign Contributions And Solicitation Limitations (RFP Attachment 9).

13. PROPOSER INFORMATION AND NOTICES

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

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

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

14. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 20 __

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

Attachment 4 - Proposal Price Form - Ferrous
 Materials Innovation and Recycling Authority
 Proposal for Transportation, Recycling and/or Disposal of CSWS Metals (RFP # 21-OE-004)

Proposer:
 Proposer's Designated Facility:

	T&D Fee			Metals Recovery Offset	Net Fee (Per Ton)
	Transportation	Disposal	Total		
Pre-combustion Ferrous Metals					
MIRA FY 2022 (Base Year)			\$ -		\$ -
MIRA FY 2023 (Option Year 1)			\$ -	\$ -	\$ -
MIRA FY 2024 (Option Year 2)			\$ -	\$ -	\$ -
MIRA FY 2025 (Option Year 3)			\$ -	\$ -	\$ -
MIRA FY 2026 (Option Year 4)			\$ -	\$ -	\$ -
MIRA FY 2027 (Option Year 5)			\$ -	\$ -	\$ -
					\$ -
Post-combustion Ferrous Metals					
MIRA FY 2022 (Base Year)			\$ -		\$ -
MIRA FY 2023 (Option Year 1)			\$ -	\$ -	\$ -
MIRA FY 2024 (Option Year 2)			\$ -	\$ -	\$ -
MIRA FY 2025 (Option Year 3)			\$ -	\$ -	\$ -
MIRA FY 2026 (Option Year 4)			\$ -	\$ -	\$ -
MIRA FY 2027 (Option Year 5)			\$ -	\$ -	\$ -

Enter the transportation and disposal fees per ton applicable to the proposed method of recovery or disposal. Fees are for materials weighed at, and exported from, the MIRA Facility to the Contractor's Designated Facility inclusive of Contractor's subsequent handling and distribution of any recovered metals and/or disposal of any associated residue. Quoted transportation fees paid by MIRA effective July 1st of each year. Quoted transportation fees for each year subject **only** to fuel adjustment under the terms of the Metals Agreement to reflect changes in the Northeast Urban Automotive Diesel Fuel index published the U.S. BLS from the month of January 2021. Quoted disposal fee for each year subject **only** to adjustment of the Metals Recovery Offset. Enter the Base Year value assigned to recovered ferrous metals which is to be deducted from the total T&D Fee. This "Metals Recovery Offset" will be adjusted under the terms of the Metals Agreement to reflect changes in the American Metal Market #1 HMS Index High Price from the month of January 2021. Use additional sheets for each Designated facility as necessary. Proposers may propose an alternate index to use for adjustment of the Metals Recovery Offset as a Business Exception. Options 1 through 5 exercised at MIRA's discretion subject to continued MSW combustion. Alternate forms of metals recovery, base and option years, may be proposed for use at Proposer's expense subsequent to the conclusion MSW combustion. See RFP sections I.A and I.F.6

Attachment 4 - Proposal Price Form - Scrap and Other
 Materials Innovation and Recycling Authority
 Proposal for Transportation, Recycling and/or Disposal of CSWS Metals (RFP # 21-OE-004)

Proposer:

Proposer's Designated Facility:

Component Maintenance and Scrap Metals	Proposed Index	FY 2022 Base Year	FY 2023 Option 1	FY 2024 Option 2	FY 2025 Option 3	FY 2026 Option 4	FY 2027 Option 5
Base Per Ton Transportation Fee (if any)	n/a						
Base Per Ton Disposal Fee		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Metals Recovery Offset							
Percentage of Gross Mixed Loads of Scrap Revenue	AMM #1 HMS						
Percentage of Gross Stainless Steel Revenue							
Percentage of Gross Copper Revenue							
Percentage of Gross Aluminum Revenue							
Percentage of Gross Brass Revenue							
Percentage of Gross Other Revenue Specify 1:							
Percentage of Gross Other Revenue Specify 2:							
Clean Maintenance and Scrap Metals							
Base Per Ton Transportation Fee (if any)	n/a						
Base Per Ton Disposal Fee		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Metals Recovery Offset							
Percentage of Gross Mixed Loads of Scrap Revenue	AMM #1 HMS						
Percentage of Gross Stainless Steel Revenue							
Percentage of Gross Copper Revenue							
Percentage of Gross Aluminum Revenue							
Percentage of Gross Brass Revenue							
Percentage of Gross Other Revenue Specify 1:							
Percentage of Gross Other Revenue Specify 2:							

Enter the base per ton transportation fee to be paid by MIRA (if any) effective July 1st of each year of the Metals Agreement. The base transportation fee will be subject **only** to fuel adjustment under the terms of the Metals Agreement to reflect changes in the Northeast Urban Automotive Diesel Fuel index published the U.S. BLS from the month of January 2021. Enter the percentage of gross sales revenue to be paid to MIRA under the terms of the Metals Agreement. Mixed Loads of Scrap are expected to be the predominate method of recovery at the MIRA Facility with Gross Revenue calculated on the basis of the American Metal Market #1 HMS Index High Price. Proposers may propose an alternate index to use for calculating Gross Revenue associated with Mixed Loads of Scrap as a Business Exception. In the event that MIRA separates high value metals at the MIRA Facility, enter the percentage applicable to each type of metal during each year of the Metals Agreement as well as the proposed index to use to calculate Gross Revenue. If additional metals are anticipated, name the product where indicated "Other Specify". Use additional sheets for each Designated Facility as necessary. MIRA's percentage of gross metal sales will be deducted from any transportation fee to determine the net amount due to MIRA. Alternate forms of metals recovery, base and option years, may be proposed for use at Proposer's expense to recover separated high value metals at the MIRA Facility. See RFP sections I.A and I.F.8. Proposers may also separately state any special handling fees that will apply in addition to the price proposals.

Table 1-A

Ferrous Metals

Designated Facility A:



	T&D Fee			Metals Recovery Offset	Net Fee (Per Ton)
	Transportation	Disposal	Total		
Pre-combustion Ferrous Metals					
MIRA FY 2022 (Base Year)			\$ -		\$ -
MIRA FY 2023 (Option Year 1)			\$ -	\$ -	\$ -
MIRA FY 2024 (Option Year 2)			\$ -	\$ -	\$ -
MIRA FY 2025 (Option Year 3)			\$ -	\$ -	\$ -
MIRA FY 2026 (Option Year 4)			\$ -	\$ -	\$ -
MIRA FY 2027 (Option Year 5)			\$ -	\$ -	\$ -
					\$ -
Post-combustion Ferrous Metals					
MIRA FY 2022 (Base Year)			\$ -		\$ -
MIRA FY 2023 (Option Year 1)			\$ -	\$ -	\$ -
MIRA FY 2024 (Option Year 2)			\$ -	\$ -	\$ -
MIRA FY 2025 (Option Year 3)			\$ -	\$ -	\$ -
MIRA FY 2026 (Option Year 4)			\$ -	\$ -	\$ -
MIRA FY 2027 (Option Year 5)			\$ -	\$ -	\$ -

Table 2-A
 Maintenance and Scrap Metal
 Designated Facility A:

<u>Component Maintenance and Scrap Metals</u>	Index	FY 2022 Base Year	FY 2023 Option 1	FY 2024 Option 2	FY 2025 Option 3	FY 2026 Option 4	FY 2027 Option 5
Base Per Ton Transportation Fee (if any)	n/a						
Base Per Ton Disposal Fee		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Metals Recovery Offset</u>							
Percentage of Gross Mixed Loads of Scrap Revenue	AMM #1 HMS						
Percentage of Gross Stainless Steel Revenue							
Percentage of Gross Copper Revenue							
Percentage of Gross Aluminum Revenue							
Percentage of Gross Brass Revenue							
Percentage of Gross Other Revenue Specify 1:							
Percentage of Gross Other Revenue Specify 2:							
<u>Clean Maintenance and Scrap Metals</u>							
Base Per Ton Transportation Fee (if any)	n/a						
Base Per Ton Disposal Fee		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Metals Recovery Offset</u>							
Percentage of Gross Mixed Loads of Scrap Revenue	AMM #1 HMS						
Percentage of Gross Stainless Steel Revenue							
Percentage of Gross Copper Revenue							
Percentage of Gross Aluminum Revenue							
Percentage of Gross Brass Revenue							
Percentage of Gross Other Revenue Specify 1:							
Percentage of Gross Other Revenue Specify 2:							



BACKGROUND QUESTIONNAIRE

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

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

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

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

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

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

CERTIFICATION

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 20 ____

 Notary Public/Commissioner of the Superior Court

 Commission Expiration Date



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

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

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2. If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input style="width: 100px;" type="text"/>		
2. Is the Contractor a Small Business Enterprise based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3. If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor certified by DAS as a Small Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a Minority Owned Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4. If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor certified by DAS as a Minority Owned Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? ² <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5. If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A. If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input style="width: 100px;" type="text"/>		

LIST OF ACRONYMS

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

FOOTNOTES

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

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

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

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



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Materials Innovation and Recycling Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, 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) (hereafter in this form "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 TRANSPORTATION, RECYCLING AND / OR DISPOSAL OF CSWS METALS" (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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;;

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

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



IRAN CERTIFICATION FORM (OPM Form 7)

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

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

- i. I am over the age of eighteen and understand and appreciate the obligations of an oath
- ii. Respondent seeks to enter into the "AGREEMENT FOR TRANSPORTATION, RECYCLING AND/ OR DISPOSAL OF CSWS METALS" (the "Agreement") with the Materials Innovation and Recycling Authority; and
- iii. Respondent hereby certifies as follows:

Section 1: APPLICABILITY

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

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

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

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

Additional definitions.

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

Section 2: CERTIFICATION

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

CERTIFICATION:

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

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

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

Section 3: AFFIRMATION

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

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

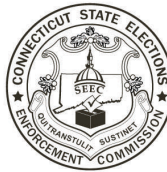
Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* 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.

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—Up to \$2,000 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 up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

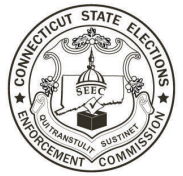
Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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.



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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3

RFP - Attachment 9



ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"