



**PHASE II REQUEST FOR PROPOSALS FOR THE FINANCING, DESIGN,
CONSTRUCTION, OPERATION, AND MAINTENANCE OF A SOLID WASTE
MANAGEMENT PROJECT**

**ISSUED BY THE COMMISSIONER OF THE DEPARTMENT OF ENERGY AND ENVIRONMENTAL
PROTECTION, IN CONSULTATION WITH
THE MATERIALS INNOVATION AND RECYCLING AUTHORITY**

MARCH 31, 2017

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DEFINITIONS

For purposes of this procurement, terms are defined as:

“Acceptable Municipal Solid Waste” or “Acceptable MSW” means solid waste received at the Facility, as defined in the “Mid-CT Project Permitting, Disposal and Billing Procedures” document identified in Condition No. A.1.b of this permit ([Permits and Operation and Maintenance Plans](#)) (www.ct.gov/deep/ResourceRediscovery)

It shall include Municipal Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by MIRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Facilities. Acceptable Municipal Solid Waste shall include, but is not limited to, the following:

1. Scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness;
2. Single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be;
3. Metal pipes, track and banding or cable and wire not exceeding three (3) feet in length and one and one half (1 ½) inches in diameter;
4. Cleaned and emptied cans or drums not exceeding five (5) gallons in capacity and with covers removed;
5. Automobile tires without rims exclusively from the residential Municipal Solid Waste Stream and in limited quantities, if any, to be determined by MIRA on a day-to-day basis;
6. Paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) inches in thickness and cut in half lengthwise; and
7. Non-processible waste as defined herein.

“Acceptable Recyclables” shall include source separated recyclable materials including the following types of Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by the Permittee in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Recycling Facilities. Acceptable Recyclables shall include, but are not limited to, Commingled Container Recyclables, Paper Fiber Recyclables, Single Stream Recyclables and any other Solid Waste deemed by the Permittee to be Acceptable Recyclables.

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

“Acceptable Municipal Solid Waste Tipping Fee” or “Acceptable MSW Tipping Fee” means the amount paid by MIRA for each ton of Acceptable MSW delivered to the Facility, as further described in Appendix K.

“Acceptable Recyclables Tipping Fee” or “ARTF” means the amount paid by MIRA for each ton of Acceptable Recyclables delivered to the Facility, as further described in Appendix K.

“Acceptance” means approval by MIRA and the State of Connecticut Department of Energy and Environmental Protection in accordance with the terms of the Contract that the Contractor has successfully performed the Acceptance Tests and successfully met the Acceptance Standards, including having obtained needed operating permits.

“Acceptance Criteria” means the performance standards for the Facility, based on this RFP and the Contractor's response to this RFP, which the Contractor will meet in order to achieve Acceptance.

“Acceptance Tests” means the tests for Acceptance, which will be developed between the parties and incorporated into the Contract.

“Actual In-Service Date” means the date upon which the Facilities are able to meet the Performance Guarantees.

“Adjustment Factor” means the change in the CPI (as shall be applied to a coming Contract Year) for the preceding 12 months, calculated as of January 1 of every Contract Year, and applied to all costs, fees and prices as noted in this RFP.

Annual Recyclable Throughput Guarantee” means the amount of Acceptable Recyclables that the Contractor and Guarantor shall guarantee the Facility has the capacity to process annually, i.e., 100,000 tons per year of single stream recyclables.

“Annual Waste Throughput Guarantee” unless an exception is approved, means the amount of Acceptable Waste that the Contractor and Guarantor shall guarantee the Facility has the capacity to process annually 698,063 tons, i.e., 2,250 TPD at 85% annual availability annual availability.

“Appendix” means an appendix to this RFP.

“Applicable Law” means any law, rule, code, standard, regulation, requirement, consent decree, consent order, consent agreement, permit, policy, action, determination or order of, or legal entitlement issued or deemed to be issued by the State of Connecticut and, any governmental body having jurisdiction, applicable from time to time to any activities associated with the siting, design,

permitting, construction, equipping, financing, ownership, start-up testing, Acceptance, operation, maintenance, repair and replacement of any part of the Facility, the transfer, handling, transportation, marketing, disposal or processing of Products and Residuals, and any other obligations of the parties under the Contract. Governmental bodies include local, State and Federal agencies and all successors thereto.

“Availability Guarantee” means at a minimum 85% of Rated Capacity of the Facility that shall be available for processing Acceptable MSW on average during any Contract Year as guaranteed by the Contractor and Guarantor.

“Biochemical Methane Potential” or “BMP” means a measure of the rate and extent of methane production.

“Business Day” means any day when governmental offices are open to serve the public and which is not a Saturday, Sunday or legal holiday under Applicable Law.

“Bypass Waste” mean Acceptable Municipal Solid Waste that is ordinarily processed at the Facilities but is instead diverted by the Permittee for disposal at another permitted facility.

“Capacity” means the Acceptable MSW, as set forth in Appendix F, that MIRA is currently under contract with MSA Municipalities to deliver to the Facility.

“Change-in-Law” means any of the following acts, events, or circumstances to the extent that compliance therewith materially increases or decreases the cost of performing or materially increases or decreases the scope of a party's obligations under the Contract:

1. the adoption, amendment, promulgation, issuance, modification, repeal or written change in administrative or judicial interpretation of any Applicable Law on or after the Contract Date, unless such Applicable Law was on or prior to the Contract Date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form to become effective without any further action by any Governmental Body;
2. the order or judgment of any Governmental Body issued on or after the Contract Date (unless such order or judgment is issued to enforce compliance with Applicable Law which was effective as of the Contract Date) to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Contractor or of any of the Public Participants, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

3. except with respect to any Governmental Approval required for the Facility as provided in item (b) below pertaining to exclusions from "Change in Law", the denial of an application for, a delay in the review, issuance or renewal of, or the suspension, termination, or interruption of any Governmental Approval, or the imposition of a term, condition or requirement which is more stringent or burdensome than the Contract Standards in connection with the issuance, renewal or failure of issuance or renewal of any Governmental Approval, to the extent that such occurrence is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the Contractor or any of the Public Participants, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such occurrence shall not be construed as such a willful or negligent action or lack of reasonable diligence.

It is specifically understood, however, that none of the following shall constitute a "Change in Law";

1. a change in the nature or severity of the actions typically taken by a Governmental Body to enforce compliance with Applicable Law which was effective as of the Contract Date;
2. all matters relating to the Contractor's assuming the permitting risk for the Facility in connection with obtaining and maintaining Federal, State or Local Governmental Approvals of the design, construction and operation of the Facility; and
3. any event that affects generally applicable working conditions or standards that is not specific to the solid waste management industry.

"Commencement Date" means the date upon which the Comprehensive Development Agreement is executed by MIRA and the Contractor.

"Commercial Operation Date" means that date on which commercial operations commence, i.e., the Guaranteed In-Service Date.

"Comprehensive Development Agreement" means an agreement between MIRA and Contractor creating obligations enforceable by law.

"Construction" or "Construction Work" means all work and materials for permitting, financing, design, construction, start-up and acceptance testing of the Facility, and all work required for Acceptance of the Facility, under the terms of the Contract.

"Consumer Price Index" or "CPI" means the United States Department of Labor Consumer Price Index for Urban Wage Earners and Clerical Workers, Series ID CWURA101SAOLE, for New York, Northern New Jersey, Long Island, (NY, NJ, CT, PA).

“Contract” or (“Agreement”) means the Comprehensive Development Agreement between the Contractor and MIRA.

“Contract Date” means the date of delivery of the Contract as executed by the parties thereto.

“Contract Principles” means the terms and conditions set forth in Appendix K (Contract Principles for Comprehensive Development Agreement) of this RFP, upon which the Contract will be based.

“Contract Year” means a 365/366-day period commencing on July 1 of each calendar year and ending on June 30 of each succeeding calendar year, except that the first Contract Year shall begin upon the Contract Date and shall end upon the succeeding June 30, and the final Contract Year shall terminate upon the conclusion of thirty (30) years of operation from Guaranteed In-Service Date.

“Contractor” means the entity executing the Contract with MIRA.

“Corrective Maintenance” means non-routine and unscheduled repair activities required for operational continuity, safety, and performance generally due to failure or to avert failure of the equipment, vehicles or facilities or some component thereof.

“CSWS” means the Connecticut Solid Waste System.

“CSWS Municipality” means any Municipality delivering or causing to be delivered Acceptable Waste to the Facility.

“CSWSP” means the Connecticut Solid Waste System Project.

“Day” means a calendar day of twenty-four hours measured from midnight to the next midnight.

“DEEP” means the Connecticut Department of Energy and Environmental Protection.

“Environmental Performance Guarantee” means the Contractor’s guarantee of environmental performance as described in Section 4 and Appendix J of this RFP. It shall include noise, odor and other environmental performance guarantees.

“Event of Default” has the meaning set forth in Section 10.4 in Appendix K.

“Facility” means the conversion technology facility to be developed by the Contractor.

“Facilities” means the six facilities identified in the Phase I RFP as the CSWSP and all facilities modified and/or constructed by the Contractor.

“Fiscal Year” means a year commencing on July 1st and ending on June 30th.

“Force Majeure Event” means an Act of God, landslide, lightning, hurricane, tornado, very high wind, blizzard, ice storm, drought, flood, fire or explosion, or any strike, labor dispute, lockout or like action among personnel which delays or impairs operation of any of the Facilities, any act of neglect of the CSWS Municipality or its agents or employees, or by regulation or restriction imposed by any governmental or other lawful authority, or any other event or circumstance beyond the control of the Contractor and its agents or contractors, which prevents the Contractor from performing its obligations under this Contract, which event or circumstance was not anticipated as of the Transition Date and is not within the reasonable control of, and without fault or negligence of the Contractor. Notwithstanding the preceding sentence, a strike labor dispute, lockout or like action among personnel shall not be a Force Majeure Event if such action is due to: (a) the Contractor's breach of a labor agreement with any collective bargaining representative of its employees engaged in such action; or (b) the Contractor's lack of good faith or maintenance of an unreasonable economic position in negotiating with any collective bargaining representative of the employees engaged in such action.

“Good Industry Practice” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally accepted as prudent in the municipal solid waste industry as practiced in Connecticut and in the United States.

“Good and Accepted Construction Practice” means the methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as a good workman-like manner in the construction industry as practiced in California and the United States, including that for municipal solid waste management.

“Good and Accepted Operating Practice” means the methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good industry practices in the solid waste management industry as practiced in Connecticut and the United States.

“Guaranteed In-Service Date” means the date agreed to by MIRA and the Contractor for the Facility to begin operating with any and all upgrades, enhancements, and new technologies following demonstration that the upgrades and enhancements performed and new facilities constructed meet the Performance Guarantees , as certified by MIRA’s independent Engineer, and that other appropriate Contract terms for Acceptance are met.

“Guarantor” means the entity or entities that will execute the Guaranty.

“Guaranty” means the Guaranty Agreement between the Guarantor and Contractor guarantying the performance by the Contractor of its obligations to MIRA under the Contract.

“Host City” shall refer to the city of Hartford.

“**HHV**” means higher heating value.

“**Landfill**” means a Subtitle D disposal facility which is used by the Contractor for the disposal of non-hazardous Residue, Bypassed Waste, Unacceptable Waste or other Acceptable Waste which is not processed at the Facility, but which disposal is the Contractor’s responsibility over the Term of the Contract.

“**LEED**” means leadership in energy and environmental design as defined by the U.S. Green Building Council.

“**Maintenance**” means those routine and/or repetitive activities required or recommended by the equipment manufacturers or by the Contractor to maximize the service life of the Facility, consistent with Good Industry Practice, and Corrective Maintenance, Preventive Maintenance and Predictive Maintenance.

“**MIRA**” means the Connecticut’s Materials Innovation and Recycling Authority.

“**Municipality**” means any town, city, borough or other political subdivision of and within the State, having legal jurisdiction over solid waste management within its corporate limits.

“**Municipal Service Agreement**” or “**MSA**” means a municipal solid waste disposal agreement between MIRA and a Municipality for the disposal of Acceptable Municipal Solid Waste and Acceptable Recyclables at the Facilities.

“**Municipal Solid Waste**” or “**MSW**” pursuant to Connecticut General Statutes Section 22a-207 means solid waste from residential, commercial and industrial sources, excluding solid waste consisting of significant quantities of hazardous waste as defined in section 22a-115, land-clearing debris, demolition debris, biomedical waste, sewage sludge and scrap metal.

“**Non-Processible Waste**” mean Acceptable Municipal Solid Waste that cannot be processed at the Facilities without the use of supplemental processing equipment (e.g., a mobile shredder), provided that the individual items of such Acceptable Municipal Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including, but not limited to, the following:

1. Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas, and rugs;
2. Individual items such as White Metals (as hereinafter defined) and blocks of metal that would, in the Permittee’s determination, cause damage to the Facilities if processed and/or incinerated therein;
3. Scrap/light Weight Metals (as hereinafter defined);

4. Bathroom fixtures, such as toilets, bathtubs and sinks;
5. Purged and emptied propane, butane, and acetylene tanks with valves removed exclusively from the residential Municipal Solid Waste stream and in limited quantities, if any, to be determined by the Permittee on a day-to-day basis;
6. Christmas trees; and
7. Automobile tires with/without rims.

“Noise Guarantee” means the guarantee, as included in the Environmental Performance Guarantee and guaranteed by the Contractor and Guarantor based on the Noise Control Plan proposed.

“Odor Guarantee” means the guarantee, as included in the Environmental Performance Guarantee and guaranteed by the Contractor and Guarantor based on the Odor Control Plan proposed.

“O&M” means Operation and Maintenance of the Facility in accordance with Good Industry Practice and the terms of the Contract.

“Participating Firm” means all firms that will be significant participants in providing the services required by the Contract.

“Party” or **“Parties”** means MIRA and or the Contractor.

“Performance Guarantees” has the meaning as set forth in Appendix J of this RFP.

“Periodic Capacity Reset has the meaning set forth in Section 2.4 in Appendix K.

“Permits” means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law (of the United States, the State of Connecticut, and pertinent communities) to be obtained or maintained by any person with respect to the construction of the Facility, operation of the Facility, or the performance of any other obligation of the Contractor under the Contract as set forth in the RFP.

“Predictive Maintenance” means those non-repetitive and non-routine maintenance activities that are identified as necessary during annual testing and inspections conducted in accordance with the O&M manual that are outside of Preventive Maintenance and Corrective Maintenance.

“Preferred Proposer” means the Proposer(s) selected by the Commissioner of Energy and Environmental Protection in response to Phase II of the RFP to negotiate a contract with MIRA.

“Preventive Maintenance” means those maintenance activities that are routine or repetitive in nature required by the equipment or facility manufacturer or the Contractor to maximize the service life and operational efficiency of the equipment, vehicles and facility, listed in the O&M manual,

required by warranties or otherwise identified as necessary or desirable in accordance with Good Industry Practice.

“Project” means an integrated materials management system modeled after the state’s materials management hierarchy in accordance with the project goals specified in Section 1.1 utilizing the existing facilities, and all facilities modified and/or constructed by the Contractor.

“Project Schedule” means the Contractor’s schedule for completing construction; i.e., the scope of work during permitting, financing, design, construction, start-up, acceptance testing and achieving Acceptance.

“Proposal” means a document(s) submitted for consideration in response to Phase II of the RFP.

“Proposer” means the entity submitting a Proposal in response to this RFP, including the Guarantor and all entities sponsoring the Proposal or proposing to act as a Participating Firm.

“Rated Capacity” unless an exemption is approved, means the rate (2,250 tons per day) at which tons of Acceptable MSW can be processed on a continuous basis over a sustained period of time assuming no allowances for scheduled or forced outage.

“Recycling Facilities” means the Recycling Facility and all Recycling Transfer Stations of the CSWSP.

“Recycling Facility” means the building and permitted operations at 211 Murphy Road in Hartford, Connecticut 06114.

“Reporting Requirements” has the meaning set forth in Section 1.9 of the RFP.

“Reference Waste BMP” means the BMP of the as- received, Acceptable MSW.

“Reference Waste HHV” means the HHV of as-received Acceptable MSW.

“Request for Proposals” or “RFP” means this Request for Proposals as originally issued and as amended and supplemented for Phases I and II.

“Required Insurance” means the insurance coverage set forth in Appendix K of this RFP.

“Residue” means bottom ash, fly ash, combined bottom and fly ash, slag, and other waste materials that result from waste processing at the Facility, which the Contractor cannot beneficially use and market and which must be disposed of.

“Scrap/Light Metals” mean the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by the Permittee for disposal and cleaned and

rinsed in accordance with all applicable laws and regulations, and any other materials deemed by the Permittee to be Scrap/Light Weight Metals.

“Services” means all of the duties, obligations and services to be provided by the Contractor.

“Settlement Statement” means the reconciliation performed in accordance with the Revenue Sharing provisions provided.

“Single Stream Recyclables” mean the commingling of any paper fiber recyclables with any commingled container recyclables.

“Site” means the area(s) and facilities identified in the RFP to be made available by MIRA to the Contractor for development of the individual Facility as well as the transfer stations identified in the Phase I RFP.

“Solid Waste” means unwanted and discarded solid materials, consistent with the meaning of that term in Connecticut General Statutes Section 22a-260(7), excluding semi-solid, liquid materials collected and treated in a municipal sewerage system.

“Spot Market Waste” means Acceptable Waste delivered to the Facility by or on behalf of parties other than those under contract for long term waste delivery to the Facility.

“State” means the State of Connecticut.

“Term” has the meaning set forth in the Contract Principles, and includes the time from the Contract Date through the Guaranteed In-Service Date and thereafter for 30 years of operation of the Facility.

“Tons” means short tons, 2,000 pounds.

“TPD” means tons per day.

“TPY” means tons per year.

“Transfer Stations” means the four locations at which permitted operations may be conducted by MIRA in the towns of Ellington, Essex, Torrington and Waterbury, Connecticut.

“Transfer Station Host Community” or “Transfer Station Host Communities” means municipalities in which the CSWSP transfer stations are located.

“Unacceptable Waste” mean waste that is not Acceptable MSW and includes

1. Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, Title 40 of the Code of Federal Regulations Section 259.30 (1990), radioactive materials, oils and oils sludges, dust or powders, cesspool

or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 United States Code (“U.S.C.”) Section 6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery and Conservation Act of 1976, 90 Stat. 2806 et 42 U.S.C. Section 6901 et. seq.) other than such insignificant qualities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;

2. Any item of waste that is either smoldering or on fire;
3. Waste quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
4. Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
5. Any Solid Waste that is deemed by MIRA in its sole discretion to be not in conformance with the requirements for Acceptable Municipal Solid Waste or Non-Processible Waste as set forth in these procedures; and
6. Any other waste deemed by MIRA in its sole discretion for any reason to be Acceptable Recyclables and/or Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by MIRA to deliver waste to any of the Facilities.

“Uncontrollable Circumstance” means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Contract, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the Contract on the part of such party. Such acts or events may include, but shall not be limited to, the following:

1. naturally occurring events (except weather conditions normal for the Santa Barbara area) such as landslides, underground movement, earthquakes, fires, tornadoes, floods, epidemics, and other acts of God;

2. explosion, sabotage or similar occurrence, acts of a declared public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
3. labor disputes, except labor disputes involving employees of the Contractor, its affiliates, or Subcontractors which affect the performance of the Contract services;
4. the failure of any Subcontractor or supplier, other than the Contractor, the Guarantor or any affiliate of either, to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event which would constitute an Uncontrollable Circumstance if it affected the Contractor directly, and the Contractor is not able after exercising all reasonable efforts to timely obtain substitutes;
5. the failure of any appropriate Governmental Body or private utility having operational jurisdiction in the area in which the Facility is located to provide and maintain utilities to the Facility which are required for the performance of the Contract;
6. any failure of title to the Facility Site or any enforcement of any encumbrance on the Facility Site not consented to in writing by, or arising out of any action or agreement entered into by, the party adversely affected thereby; and
7. the preemption of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Facility.

It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:

1. any act, event or circumstance with respect to which the Contractor has assumed the "as-is" risk under the Contract;
2. any act, event or circumstance that would not have occurred if the affected party had complied with its obligations under the Contract;
3. changes in interest rates, inflation rates (other than those provided for in the Contract), labor costs, insurance costs, commodity prices, currency values, exchange rates or other general economic conditions;
4. changes in the financial condition of any or all of the Public Participants, the Contractor, the Guarantor, or their affiliates or Subcontractors affecting the ability to perform their respective obligations;
5. the consequences of error, neglect or omissions by the Contractor, the Guarantor, any Subcontractor, any of their affiliates or any other person in the performance of the Contract Services;

6. union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed at the Facility or otherwise increasing the cost to the Contractor for performing the Contract Services, provided that such are not the result of a Change-in-Law;
7. mechanical failure of equipment;
8. power outages not caused by third party utilities;
9. any impact of prevailing wage or similar laws, customs or practices on the Contractor's costs;
10. reasonably anticipated weather conditions for the geographic region of Santa Barbara County;
11. any act, event, circumstance or Change-in-Law occurring outside the United States of America;
12. failure of the Contractor to secure applicable patents, provided that such failure is due to the acts, omissions or negligence of the Contractor;
13. a Change-in-Law pertaining to taxes; or
14. any Change-in-Law (including the issuance of any Governmental Approval, the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more stringent or burdensome requirements on the Contractor than are imposed by the Contract Standards.

“Waste Hauler” means a person (including a “collector,” as defined in Connecticut General Statutes Section 22a-220a(g)), deriving its main source of income from the collection, transportation or disposal of waste.

“White Metals” means large appliances or machinery, refrigerators, freezers, gas/electric stoves, dish washers, clothes washers and dryers, microwaves, copiers, computers, vending machines, air conditioners, industrial equipment and venting hood fans, and any other material deemed by MIRA in its sole discretion to be White Metals.

“Work” means the permitting, construction, operating and maintenance and all obligations as set forth in the Contract.

“Year” means a calendar year commencing on January 1st and ending on December 31st.

1.0 INTRODUCTION

In 2014 Connecticut Governor Dannel P. Malloy signed Public Act 14-94 (“Act”), calling for the Commissioner of the Connecticut Department of Energy and Environmental Protection (“DEEP” or “Department”), in consultation with the Materials Innovation and Recycling Authority (“MIRA”), to issue a Request for Proposal (“RFP”) for the redevelopment of the Connecticut Solid Waste System Project (“CSWSP”).

The CSWSP is composed of six (6) facilities (collectively the “Facilities”):

- the Connecticut Solid Waste System (“CSWS”) Resource Recovery Facility (“RRF”) in Hartford, CT;
- the MIRA CSWS Recycling Facility in Hartford, CT;
- a transfer station in Watertown, CT;
- a transfer station in Torrington, CT;
- a transfer station in Essex, CT (site owned by Town of Essex, leased to MIRA); and
- a transfer station in Ellington, CT (not currently in operation).

The CSWS RRF (also referred to as Mid-Connecticut RRF), has operated since 1988 with a permitted capacity to process 888,888 tons of Municipal Solid Waste (MSW) per year. The CSWS RRF is approaching the end of its service life and must be upgraded or replaced. The facility is at the hub of a “hub and spoke” system of facilities that are owned and managed by MIRA (formerly d/b/a Connecticut Resources Recovery Authority or CRRA).

Detailed descriptions of the currently operating Facilities and the CSWSP sites on which they are located are found in the Phase I RFP issued November 6, 2015. This document, along with permits, operations plans, and other information can be accessed at www.ct.gov/deep/ResourceRediscovery. It should be noted that MIRA is currently under discussion with a potential lease for a parcel of land at the CSWS RRF site. See Appendix M for a revised map of the CSWS RRF site with the depiction of the proposed parcel under discussion that may be leased to a third party and which would alter the footprint of the CSWS facility as described under the Phase I RFP.

Through this RFP, DEEP is seeking to select a private company to finance, design, build, operate, and maintain a solid waste management project, as well as acquire waste for and market recoverable materials, products and/or energy recovered therefrom for a minimum of a 30 year operating period following the Guaranteed In-Service Date, with the option for two (2) five (5) year renewals.

DEEP's objectives are to select an experienced party with a reliable technology and the resources and financial capacity to:

- successfully finance, develop, build and operate the Facilities;
- maximize recycling and diversion from landfilling through materials recovery and/or conversion of waste into marketable products (including consideration of production of renewable energy, fuels and chemicals);
- operate in an environmentally acceptable manner (including consideration for reduction of greenhouse gas emissions), and
- provide services in an economically competitive manner.

1.1 Goals of the Project

The goals of the Project have not changed since announcing Phase I of the initial RFP. The Phase II Proposals shall continue to take into account the following goals:

- a) The selected developer will design and construct an integrated materials management system modeled after the state's materials management hierarchy. Thus, the project will maximize materials recovery, with remaining waste managed through efficient conversion to compost, renewable energy, fuel, chemicals, and/or other usable products. A successful project will be consistent with achieving the state's goal of 60 percent diversion from landfill and combustion by the year 2024.
- b) To serve contracted communities and other customers, the resulting project will have the capacity to process a minimum of 698,063 TPY of Acceptable MSW (2250 TPD at 85% annual availability and 100,000 TPY of Acceptable Recyclables). As detailed in this Phase II RFP, Proposers are to describe at what point in their development and operation they will have the ability to provide the requested capacity in their proposals. If required to allow additional time for acquiring the quantity of Acceptable MSW needed for financing purposes, the project can be phased, initially sized at 1500 TPD of Acceptable MSW with later expansion to 2250 TPD. Permitting, however, is to be done for the full sized facility (2250 TPD). Facilities to process the 100,000 TPY of Acceptable Recyclables must be capable of meeting that requirement at the Guaranteed In-Service Date.
- c) The resulting project will provide stable and competitive pricing for municipalities.
- d) The resulting project will enhance host communities by providing quality jobs, purchasing of local goods and services, and taking steps to mitigate potential negative impacts such as traffic, odors, human health and environmental impacts.

- e) The resulting project will maintain services at CSWSP transfer stations for the duration of existing contracts.
- f) The resulting project will minimize negative environmental and health impacts of waste management, including minimizing greenhouse gas emissions.
- g) The resulting project will be compatible with current practices for source separation and collection of designated recyclables.
- h) It is planned that the project will be privately financed and publicly owned. The State and/or MIRA retains the right of public financing.
- i) The resulting project will make use of existing sites within the CSWSP as advantageous and to the greatest extent possible.
- j) The resulting project will make use of the existing patterns of municipal and subscription-based collection services for waste and recycling.
- k) The resulting project will commence operations within five (5) years of Contract execution, contingent upon timely State and local approvals.

1.2 Background on Phase II of Solicitation

The RFP is conducted in two (2) phases:

- The first phase (“Phase I”) was completed September 23, 2016 with announcement of the selection of three (3) Proposers to participate in Phase II of this procurement (in no particular order): Covanta Energy, Mustang Renewable Power Ventures, and Sacyr Rooney Recovery Team.
- This second phase (“Phase II”), requires that the selected Proposers prepare a Final Proposal inclusive of technical and financial qualifications, technical approach, business approach, tip fees, and all other required information. From the Final Proposals received, DEEP may select one finalist to enter into a Comprehensive Development Agreement (“CDA”) with MIRA. DEEP’s selection of a finalist will be conditional upon that finalist proceeding in good faith negotiations to enter into an agreement with MIRA within six (6) months of selection. If the parties should fail to reach an agreement, DEEP may select an alternate finalist from among those who submitted Final Proposals or may decide to discontinue this RFP.

1.3 Proposal Submission Requirements Resource Rediscovery Phase II

The Proposers shall adhere to the following:

- a) Phase II Proposals shall be due on **July 31, 2017**.
- b) Proposers must submit **one flash drive copy** of a **Public Version** of each Proposal (as discussed in Section 1.3(d), and also **submit ten (10) separate flash drive copies and one three-ring binder hard copy** of a Confidential Version of each Proposal (as discussed herein and in Section 1.4) to:

Maritza Pagan

Department of Energy and Environmental Protection

79 Elm Street, Hartford, CT 06106-5127

- c) **Each Proposal shall contain the full name and business address of the Proposer and Proposer's contact person and shall be signed by an authorized officer or duly authorized representative of the Proposer. Proposers must sign the original proposal and include copies of the signature page with the bids.**

d) **Public Version**

- **Each Proposal must be submitted publicly, with confidential information, as discussed in Section 1.4. redacted at the Proposer's option, to DEEP ("Public Version"). The full name and business address of the Proposer must be included in the Public Version of the Proposal. This Public Version will be posted on DEEP's publicly available Resource Recovery website shortly after the bid submittal deadline. The flash drive title should include the words "Public Version" to alert DEEP as to which version will be publicly posted. The public proposals must be complete in all respects other than the redaction of Confidential Information.**
- **All information submitted to the Department may be subject to disclosure under the Connecticut Freedom of Information Act Connecticut General Statutes Sections 1-220 et seq. of the Connecticut General Statutes. A Proposer must seek confidential treatment for any confidential or proprietary information in accordance with the provisions of Connecticut General Statutes Section 2-100 (See Section 1.4 below for further detail.)**
- **The Department will not redact any Proposal submitted. Anything submitted in the Public Version will be made AVAILABLE TO THE PUBLIC.**

e) Proposal Required Information

1. Final proposals shall include updates as needed to all of the information required in Phase I proposals with the addition of:
 - *Certification Page (See Appendix A)*
 - *Required information in accordance with Appendix B instructions*
 - *Updated and Refined Technical and Managerial Approach with Supporting Documentation (See Appendix C)*
 - *Updated and Refined Schedule for Project Development (See Appendix C)*
 - *Updated and Refined Financing Plan (See Appendix C)*
 - *Operations and Maintenance Plan (See Appendix D)*
 - *Firm Pricing Information by year for services (See Appendix E)*
 - *Feedstock Acquisition and Product Marketing Plan (See Appendix F)*
 - *Environmental Assessment (See Appendix G)*
 - *Transportation Plan (See Appendix H)*
 - *Community Relations Plan (See Appendix I)*
 - *Performance Guarantees (See Appendix J)*
 - *Comprehensive Development Agreement Principles (See Appendix K)*
 - *Disclosure Affidavit (See Appendix L)*
2. In addition, note that information in terms of and direction for preparing Proposals provided by DEEP in the Phase I Proposal process shall apply to Phase II Proposals, unless directed otherwise by the Phase II RFP process.
3. With regards to the Phase I information, if the Phase II proposal includes updated/clarifying information specific to the Phase I proposal, include a summary sheet in Appendix B, Section 3, noting the updated/clarifying information. The summary sheet should clearly highlight and describe the updated/clarifying information and map the updated/clarifying information back to the specific section in the proposal.
4. This RFP and related information can be found under:
www.ct.gov/deep/ResourceRediscovery.

f) Eligible Project Size

Note that Phase II Proposals shall address the **“alternate” facility size 698,063 TPY Acceptable MSW (2,250 TPD at 85% annual availability, 100,000 TPY Acceptable Recyclables)**. If required to allow additional time for acquiring the quantity of Acceptable MSW needed for financing purposes, the project can be phased, initially sized at 1,500 TPD of Acceptable MSW with later expansion to 2,250 TPD. Permitting, however, is to be done for the full sized facility (2,250 TPD). Facilities to process the 100,000 TPY of Acceptable Recyclables must be capable of meeting that requirement at the Guaranteed In-Service Date.

g) Term

Pursuant to the Act, the Project must be in operation for at least thirty (30) years. The term of service under this RFP shall begin on the Contract Date continuing through the Guaranteed In-Service Date and thirty (30) years of operation thereafter. The Contract may include the option for two (2), five (5) year renewals. Proposers are encouraged to make their own determination as to the Guaranteed In-Service Date that best fits their individual project needs.

h) Communications

All communications with the Evaluation Team, MIRA, or its subcontractors pertaining to this Notice must be submitted via e-mail with the subject line “Resource Rediscovery RFP Phase II” at www.ct.gov/deep/ResourceRediscovery. Proposers are prohibited from direct contact with individual members of the Evaluation Team regarding this Notice (other than as directed by the Evaluation Team).

Prospective Proposers may submit written questions to DEEP pertaining to the solicitation on or before the deadline of questions listed in Section 1.9. DEEP is under no obligation to answer any question submitted after the deadline provided in the schedule set forth in Section 1.9 of this Notice (the “Schedule”). Written responses to questions will be prepared on a rolling basis. DEEP will not post any responses after the deadline provided in the Schedule. All questions must be submitted to DEEP at the email address provided at the following link: www.ct.gov/deep/ResourceRediscovery no later than the date specified in Section 1.9 of this RFP. All responses to the questions will be published on the Resource Rediscovery website for all participants to view no later than the date specified in Section 1.9 of this RFP.

For access to the facilities see Section 4.0.

1.4 Confidential Information

a. Confidential Version

If a Proposer elects to redact any confidential information in the Public Version of its Proposal, it must also submit an un-redacted, complete version of the Proposal to DEEP. Proposers must clearly identify all confidential or proprietary information including pricing and submit such information in accordance with Section 1.3. DEEP will afford due regard to the Proposer's request for the protection of confidential information which DEEP receives. The Confidential Version of Proposals will be treated as confidential and sensitive information by DEEP, subject to the treatment of Confidential Information as discussed herein.

b. Confidential Information

If a Proposer wishes to submit information to the Department that is of a confidential nature, please recognize that the Connecticut Freedom of Information Act (FOIA) governs the public's accessibility to that information. This law generally requires the disclosure of material in the possession of the State upon request of any citizen, unless the material is specifically exempt from disclosure. An example of an exemption is a "trade secret," as defined by Connecticut General Statutes Section 1-210(b)(5). Information claimed as confidential must be isolated from other material in the proposal and labeled "CONFIDENTIAL." With this submission of information claimed and labeled as confidential, you must also provide the legal basis for the confidentiality claim, describe what efforts have been taken to keep the information confidential, and provide whether the information sought to be protected has an independent economic value by not being readily known in the industry. With your legal support and reasonable justification for confidentiality as described herein, the Department is better equipped to safeguard your confidential information should it become the subject of a Connecticut Freedom of Information Act inquiry. Information deemed confidential will remain confidential for Proposals not selected.

1.5 Appendices

All Proposers shall sign and submit attached Appendices A, and C-L with their Proposal. **A Proposal will be considered incomplete unless all required Appendices are signed and submitted with the Proposal.**

1.6 Proposer Certification

An authorized officer or other authorized representative of a Proposer is required to certify by its submission of its Proposal that:

- a) The Proposer has reviewed this RFP and any Amendments thereto and has investigated and informed itself with respect to all matters pertinent to this RFP and its Proposal;
- b) The Proposal is submitted in compliance with all applicable federal, state and local laws and regulations, including antitrust and anti-corruption laws;
- c) The Proposer certifies that the information in the Proposal being submitted is correct and true; and
- d) The Proposer is bidding independently and has no knowledge of the substance of any proposal being submitted by another party in response to this RFP other than what DEEP posts on its Resource Rediscovery RFP website.

Suspected violation of any of the above requirements will disqualify the Proposer from the solicitation described in this RFP.

1.7 Anticipated Roles and Responsibilities of Public and Private Participants

- a) Selection

The Evaluation Team receiving all Proposals, including confidential materials, and performing the complete Proposal review consists of the following parties: DEEP in consultation with MIRA. DEEP, its consultants and advisors and MIRA are the parties conducting this solicitation and may select a Proposer to enter an agreement with MIRA to redevelop the CSWSP, in accordance with the terms of Public Act 14-94. The selection of a finalist is not a State action for the purposes of the Connecticut Environmental Policy Act. The terms of the final project shall be subject to an agreement between the selected Proposer and MIRA. MIRA is ultimately responsible for the final contract negotiation and execution.

Selection of a finalist does not guarantee required federal, state, and local approvals, including those to be issued by DEEP.

- b) Presentations

Proposers will be required to make a public presentation of their Proposal. See Section 1.9 (a) of this RFP for the schedule for such presentation.

1.8 Evaluation

For Phase II of the RFP, the DEEP Evaluation Team will continue to review how the Proposal complies with the technical, financial and managerial evaluation criteria together with the other considerations described herein. In crafting final submissions to this RFP, Proposers should

assume that the evaluation and scoring using the comparative scoring worksheet issued with the Phase I RFP will also be used in part to rank the Proposals for this round.

a) The Evaluation Team will evaluate proposals based on the following metric:

Proposal Section(s)	Criteria	Relative Weight in Final Score
<i>Updated and Refined Technical and Managerial Approach with Supporting Documentation</i> <i>Updated and Refined Schedule for Project Development</i> <i>Updated and Refined Financing Plan</i>	Criteria for these sections is incorporated from Phase I RFP, and will be scored using the comparative scoring worksheet. (Also, See Appendix C)	25%
<i>Operation and Management Plan</i>	<i>See Appendix D</i>	10%
<i>Firm Prices for Services</i> <i>Conformance to Contract Principles</i>	<i>See Appendix E</i> <i>See Appendix K</i>	25%
<i>Feedstock Acquisition and Product Marketing Plan</i>	<i>See Appendix F</i>	15%
<i>Environmental Assessment</i>	<i>See Appendix G</i>	15%
<i>Transportation Plan</i>	<i>See Appendix H</i>	5%
<i>Community Relations Plan</i>	<i>See Appendix I</i>	5%

b) Financing

The Proposer shall demonstrate the ability to provide 100% private financing for the cost of the project. The Proposer must provide a reasonable plan for financing the proposed project, including the funding of development costs, design, construction and operating/maintenance costs and the required financial security. Proposers should address the ability to acquire the required equipment in the time frame proposed.

If required to allow additional time for acquiring the quantity of Acceptable MSW needed for financing purposes, the project can be phased, initially sized at 1,500 TPD of Acceptable MSW with later expansion to 2,250 TPD. Permitting, however, is to be done for the full sized facility (2,250 TPD). Facilities to process the 100,000 TPY of Acceptable Recyclables must be capable of meeting that requirement at the Guaranteed In-Service Date.

In forming the Comprehensive Development Agreement, the State and MIRA reserve the right to assist in arranging and providing financing.

c) Ownership

Proposers shall assume that MIRA maintains ownership of all CSWSP sites and facilities, including new facilities and modified facilities, and that such facilities shall be considered “public facilities,” pursuant to the Comprehensive Development Agreement. In forming the Comprehensive Development Agreement, MIRA reserves the right to consider other ownership arrangements at the conclusion of the Term, including private ownership.

d) Development

DEEP will notify Proposers whether they have been selected to enter into a Comprehensive Development Agreement with MIRA. The selected project will be required to secure a Letter of Credit in accordance with the requirements stipulated in the Comprehensive Development Agreement Principles, Appendix K.

After MIRA has entered into the Comprehensive Development Agreement with the selected Proposer, DEEP will review permit applications for and provide regulatory oversight of the CSWSP, including, as applicable:

- Consideration and possible approval of an Environmental Justice Public Participation Plan submitted by the Contractor pursuant to Connecticut General Statutes Section 22a-20a.
- Application for a written determination of need pursuant to Connecticut General Statutes Section 22a-208d, if required.
- Applications for appropriate permits or modifications thereto.

MIRA, as owner, shall provide sufficient oversight of the development process, operations and maintenance necessary to monitor the Contractor’s conformance with all Contract conditions and provide support as may be required to obtain necessary permits and other approvals.

For Proposal purposes, Proposers shall assume that MIRA will be responsible for operating the existing facilities up to the Guaranteed In-Service Date, including making any necessary arrangements for the transfer and disposal of materials, with the exception that the Contractor shall be responsible for payment of costs, in excess of tip fees received by MIRA, for transfer and management/disposal of Acceptable MSW and Acceptable Recyclables during any time that they cause an interruption in MIRA’s operations due to the modification of existing facilities or the construction of new facilities. An earlier start time for Acceptable MSW and/or Acceptable Recyclables management responsibilities by the Contractor may be considered.

e) Feedstock Acquisition and Marketing of Recoverable Materials, Products and/or Energy

For Phase II Proposals, Proposers shall assume that the Contractor will be responsible for the acquisition of Acceptable MSW and Acceptable Recyclables not provided by MIRA, whether through contracts or in the spot market. Likewise, the Contractor will be responsible for the marketing of products recovered or produced therefrom. MIRA will provide assistance for waste acquisition. NOTE: Proposers must provide detail on their waste acquisition strategy and product marketing plan as described in *Appendix F: Feedstock Acquisition and Marketing Plan*.

f) Operation

The Contractor shall be responsible for the operations of the CSWSP from the Guaranteed In-Service Date through the remainder of the Contract Term.

h) Host Benefit/Payments

Proposers shall assume that MIRA, as owner, will make provision for a payment, rebate, or service valued at \$4,000,000 per year, escalating annually by the CPI (assume for Proposal purposes that the CPI will increase by 2% per year), to the Host City from the Guaranteed In-Service Date through the remainder of the Contract Term. The actual terms of the benefit or payment shall be determined by the parties in forming the Comprehensive Development Agreement.

In addition, Proposers shall assume that MIRA, as owner, will make provision for a payment, rebate, or service valued at \$140,000 per year, escalating annually by the CPI (assume for Proposal purposes that the CPI will increase by 2% per year) which will be paid to the Transfer Station Host Communities. These payments will be made from the Guaranteed In-Service Date through the remainder of the Contract Term. Proposers shall assume the cost of this payment in their pricing proposal. The actual terms of the benefit or payment shall be determined by the parties in forming the Comprehensive Development Agreement.

In addition it is anticipated that Contractors will provide non-monetary host community benefits, such as job creation, use of local goods and services, participation in community service programs, etc. See Section 1.8 in Appendix B for further information in addressing these benefits.

i) MIRA Costs

Proposers shall assume that MIRA, as owner, will require a payment to cover its costs in providing project oversight and to fulfill its other duties in accordance with State statutes. For Proposal purposes, the amount of this payment shall be assumed to be no more than \$1,000,000 / year (2017 dollars) from the Guaranteed In-Service Date through the remainder of the Contract Term subject to annual CPI escalation. Proposers shall assume the cost of this payment in their pricing proposal. The actual terms of the benefit or payment shall be determined by the parties in negotiating the Comprehensive Development Agreement.

j) Proposal Bond or Deposit

At the conclusion of the Phase II RFP process, all remaining nonforfeited bonds and deposits will be returned to Proposers.

k) Disqualifying Conduct

Any Proposer or Proposer's representative who seeks to influence the RFP process to gain an advantage may be barred from submitting a Proposal or from having a Proposal considered at the sole discretion of DEEP. Examples of prohibited conduct include but are not limited to:

- Engaging in direct communication on any matter related to the RFP with any individuals involved in the evaluation or selection of proposals, except through the procedures outlined in this RFP or subsequently set forth by DEEP.
- Requesting or otherwise obtaining records related to any proposal at any time before a contract award is announced.

l) Failure to Achieve Project Financing

If the Selected Proposer has not obtained financing within one year from the date upon which financing is to occur in the Proposer's project schedule as set forth in the Comprehensive Development Agreement, DEEP shall have the right to terminate the Contract at its convenience or upon request of the Proposer.

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1.9 Schedule

- a) The proposed schedule for the Phase II of the solicitation is set forth below. DEEP reserves the right to revise the schedule as necessary. Any changes or revisions to the schedule will be posted on DEEP's website www.ct.gov/deep/ResourceRediscovery.

EVENT	DATE
Release of Phase II RFP	March 31, 2017
Informational meetings between proposers and representatives of the City of Hartford.	TBD April/May 2017
Deadline for questions from proposers	July 10, 2017 *
Final proposals due	July 31, 2017
Public presentations of proposals	TBD September, 2017
Proposer Interviews	TBD September, 2017
DEEP Status report sent to the Environment Committee of the Connecticut General Assembly	By September 15, 2017
Provisional selection certified by the Commissioner	By December 31, 2017
Target date for contract completion	By July 1, 2018

* Proposers are encouraged to submit questions in advance of this date.

b) Updates to Proposal

The schedule for this RFP process extends for several months, and will extend into, or through, the year 2018. As such, DEEP recognizes that Proposals may be subject to minimal and nonmaterial modifications at the request of the Department, or by the Proposers. Proposers must immediately notify in writing and obtain approval of DEEP for any changes. Any changes to Proposals must continue to meet the goals and requirements of Public Act 14-94.

c) Reporting Requirements

The successful Contractor shall report to DEEP and MIRA on a monthly basis during development and construction of the project. The Contractor may be asked to conduct monthly progress review meetings in-person at MIRA's offices or at another mutually agreed upon location. The Report shall include the following information:

1. Project Progress Reports: Following execution of the Comprehensive Development Agreement, The Contractor shall provide summaries of project status to DEEP [Attn.

Maritza Pagan] and MIRA monthly during the time in which the project is being developed and constructed, up to the Guaranteed In-Service Date. Summaries shall include a brief description of project progress indicating the work completed to date and the anticipated project completion date.

- A. Status of development and construction and significant milestones achieved during the month;
- B. Status of permitting and significant Permits obtained during the month;
- C. Fiscal reports, status of financing for the project;
- D. Events during the month expected to result in delays in the Guaranteed In-Service Date and steps to be taken to minimize those delays;
- E. Critical milestones not yet achieved and projected date for achievement;
- F. Current projection for commercial operation date; and
- G. Any project risks and mitigation strategies.

2. Annual and Final Report:

- A. The successful project must provide an operating report to DEEP and MIRA, no later than January 1st, annually, for the Contract Term once the project is operational. The report must include the following information:
 - number of municipalities and customers served;
 - summary of tonnages of MSW processed;
 - amount of recovery of any recyclables;
 - the amount and type of generation of products and products sold;
 - the amount of residue requiring disposal;
 - the results of all periodic testing conducted during the year;
 - monthly data on the maximum, minimum, and average kW, gallons of fuel or quantity of chemicals produced;
 - dates, times, duration, and cause of unplanned outages;
 - maintenance schedule (planned outages);
 - conformance to performance guarantees;

- financial performance;
 - maintenance cost per ton and cost per \$/kW, gallons of fuel or quantity of chemicals;
 - annual tipping fees (separately for Acceptable MSW and Acceptable Recyclables);
 - capital investments and infrastructure upgrades;
 - emissions profile and mitigation plan;
 - staffing levels; and
 - annual energy efficiency projects and savings incurred.
- B. Twenty four (24) months prior to the expiration date of the Comprehensive Development Agreement with MIRA, the Contractor shall submit notice for consideration of contract renewal option if a renewal is sought.
- C. Twenty four (24) months prior to the expiration date of the Comprehensive Development Agreement with MIRA, the Developer shall submit a Final Report to DEEP and MIRA indicating its interest to purchase the Facility and if not, if requested by MIRA, indicating its plan to restore the site to commercial use. The Contractor shall be responsible for any repair, restoration or remediation necessary to address damage or conditions caused by the Contractor to the Facility or Site during the Contract Term.

2.0 ORGANIZATION OF THE PROPOSAL

Applicants are required to organize their proposal **consistent with the Submission Instructions in Appendix B**. The organization and contents of the proposal should be organized as follows:

Section 1. Certification

Section 2. Executive Summary

Section 3. Updated and Refined Technical and Managerial Approach

Section 4. Updated and Refined Financial Plan

Section 5. Updated and Refined Schedule for Project Development

Section 6. Pricing

- Section 7. Operation and Maintenance Plan
- Section 8. Environmental Assessment
- Section 9. Contribution to Employment and Economic Development
- Section 10. Community relations and Outreach
- Appendix A – Certification Page
- Appendix B – Proposal Submission Instructions
- Appendix C – Technical Supporting Financial, Managerial, Engineering and Commercial Viability Documentation
- Appendix D- Operations and Maintenance Plan
- Appendix E – Pricing by year for services
- Appendix F - Feedstock Acquisition and Product Marketing Plan
- Appendix G – Environmental Assessment
- Appendix H – Transportation Plan
- Appendix I - Community Relations Plan
- Appendix J – Performance Guarantees
- Appendix K – Conformance to Comprehensive Development Agreement Principles as outlined herein, including identification of exceptions, if any, thereto
- Appendix L – Disclosure Affidavit

2.1 Requests for Additional Information

Following the submission of proposals, DEEP may request clarification and additional information from Proposers at any time during the evaluation process. Proposers that do not respond promptly

to such information requests or do not provide adequate information may be eliminated from further consideration. See section 1.3(h) for further details regarding communications.

2.2 Limitation of Liability

Neither this RFP nor any other aspect of this solicitation shall create an agency, partnership, joint venture, or co-tenancy relationship among DEEP, the members of the Evaluation Team or any other individuals or entities involved in the development or administration of this RFP (collectively, the “RFP Parties”), nor any other relationship or liability beyond those (if any) explicitly adopted in writing and executed by authorized representatives of the applicable RFP Parties. None of the RFP Parties shall be liable for any act or omission of any other RFP party. Neither this RFP nor any other aspect of this solicitation creates or is intended to create third party beneficiaries hereunder. In no event will an RFP party be liable to any person for special, incidental, punitive, exemplary, indirect or consequential damages or lost profits, whether by statute, in tort or contract or otherwise.

3.0 COMPLETENESS

Each of the instructions set forth in Sections 1, 2 and Appendix B of this RFP must be followed for a Proposal to be deemed responsive to this RFP. In all cases, DEEP reserves the right to determine, in their sole discretion, whether any aspect of the Proposal meets the submission requirements of this RFP and to waive minor informalities in Proposals. DEEP further reserves the right to reject any Proposal or part thereof which, in its sole judgment, does not comply with these Proposal requirements.

4.0 ACCESS TO CSWSP FACILITIES AND SITES

Proposers shall be provided access to the CSWSP facilities and sites by appointment only. Appointments will be made on a first-come, first-served basis, and will be limited to Monday

through Thursday between the hours of 9:00 a.m. and 4:00 p.m. To arrange for access, Proposers shall contact:

Mr. Peter Egan,
Director of Operations & Environmental Affairs
Materials Innovation & Recycling Authority
200 Corporate Place, Suite 202
Rocky Hill, CT 06067
Tel: 860-757-7725
Email: pegan@ctmira.org

Requests for access shall be made in writing (email is acceptable) and shall include the date and time requested, an alternate date and time should the first request be unavailable, the purpose of the visit, the names and affiliations of Proposer representatives that will participate in the visit, and contact information (name, phone number, email address) of the person coordinating the visit on behalf of the Proposer. Written requests for access to the CSWSP facilities and sites shall provide at least three (3) business days advance notice for coordination and confirmation of an appointment.

5.0 COSTS INCURRED BY PROPOSERS

All costs involved with the preparation and submission of responses to this Phase II RFP, or any work performed in connection therewith, clarifications requested, interviews, and negotiations that result therefrom shall be borne by the Proposer. No payment will be made for any responses received, or for any other effort required of or made by the Proposer.

5.1 Oral Presentation/Interview/Information on Reference Facilities

DEEP shall require Proposers to make oral presentations in support of their Proposal or otherwise demonstrate the information contained therein. DEEP and MIRA may request visits to Proposer's reference facilities, or to contact representatives at such facilities to assess their performance.

5.2 Rules, Regulations, and Licensing Requirements

Proposers agree to comply with Applicable Law. The Proposer shall obtain and maintain, entirely at its own expense, all licenses, certifications, permits, and inspections required for services to be

provided in accordance with any forthcoming Contract and shall comply with all laws, ordinances, and regulations applicable to the Services.

Damages, penalties, and fines imposed on or incurred by the Proposer, for failure by the Proposer to obtain and keep current required licenses or permits, or to comply with laws, ordinances, or regulations, shall be borne by the Proposer.

The Proposer agrees to abide and be governed by Federal, State, City and other local laws, regulations and/or ordinances, which may have a bearing on the work contemplated hereunder.

5.3 Disclosure

Proposer shall prepare a Disclosure Affidavit (Appendix L) stating that the Proposer has disclosed any pending or threatened litigation related to projects owned or managed by them or any of their affiliates or CSWSP project participants in the United States or abroad. The Proposer shall also state, except as disclosed, neither the Proposer nor its officers, principals, stockholders, and affiliates are debarred by the State of Connecticut which would prohibit them from entering into a Contracts with the State or are debarred by any state in the United States or its political subdivisions from entry into contracts with such government entities. Further, the Proposer must state that it will not use any contractors or subcontractors who are so debarred.

Any Proposer who fails to prepare a Disclosure Affidavit shall not be considered. Any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law, and will not be awarded a contract.

5.4 Comprehensive Development Agreement Negotiations

Once the Preferred Proposer has been selected, it shall enter into Contract negotiations with MIRA.

DEEP may, in its sole discretion and at any time, exclude the Preferred Proposer from further participation in the negotiation process if it determines that any proposed Comprehensive Development Agreement with such Preferred Proposer would not be in the best interest of the State.

Negotiations with another Proposer may be initiated, if Contract negotiations with the Preferred Proposer are at an impasse with MIRA, or are contrary to the public interest and do not meet the

goals of the Act as determined by DEEP. The Preferred Proposer will receive written notification of any decision to discontinue negotiations with MIRA.

A Preferred Proposer who fails to negotiate a Comprehensive Development Agreement in good faith shall forfeit its Proposal Bond or alternative security.

The Comprehensive Development Agreement will specify liquidated damages associated with the Contractor's non-performance under the Agreement.

APPENDIX A

CERTIFICATION REQUIREMENTS

I have personally examined and am familiar with the information submitted in this proposal and all appendices hereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.

I have reviewed this RFP and have investigated and informed myself with respect to all matters pertinent to this RFP.

This proposal is submitted in compliance with all applicable federal, state and local laws and regulations, including antitrust, anti-corruption laws and that they are in compliance with the Act.

The Proposer is bidding independently and has no knowledge of the substance of any proposal being submitted by another party in response to this RFP other than what DEEP posts on its Resource Rediscovery RFP website.

I understand that a false statement or failure to disclose material information in the submitted proposal may be punishable as a criminal offense pursuant to Title 53a of the General Statutes of Connecticut, and in accordance with any other applicable statute.

Applicant or Applicant's Authorized Representative

Print or Type Name

Project Title(s) as Submitted to the Department

Title

Date Signed

APPENDIX B

PROPOSAL SUBMISSION INSTRUCTIONS

All proposals shall be submitted in accordance with Section 1.3 of the RFP. Proposals should be organized into the following Sections:

Section 1. Certification

Include Certification as required in Section 1.6 and **Appendix A**.

Section 2. Executive Summary

The Proposer is required to provide an executive summary of the project proposal that includes a complete description of the proposed project, pricing schedule, and other factors the Proposer deems to be important.

Section 3. Updated and Refined Technical and Managerial Approach

The Proposer shall provide Updated and Refined information of the Technical and Managerial approach for the project including the information detailing the proposed technology and organizational structure for the project.

Provide a description of the business entity structure of the Proposer's organization from a financial and legal perspective, including any general and limited partners, officers, directors, managers, members and shareholders, involvement of any subsidiaries supporting the project, and the providers of equity and debt during project development. Provide an organization chart showing the relationship between the equity participants and an explanation of the relationships.

Section 4. Updated and Refined Financial Plan/Financial Security

The Proposer shall provide a current letter from surety demonstrating bonding capability for the full cost of the construction and the annual cost of operation of the proposed Facility. The Proposer shall also provide a letter(s) from insurance providers stating that the Proposer can meet the insurance requirements specified in the RFP, **Appendix K**.

The Contractor shall provide an irrevocable direct-pay letter of credit ("LOC"); for Proposal purposes assume an amount of \$3,000,000) within thirty (30) days from the Contract Date. MIRA shall be named beneficiary of the LOC. Such LOC shall be established with a U.S. commercial bank or a foreign bank certified to do business in the State of Connecticut. With its Proposal, the Proposer shall submit a letter from such a Financial Institution demonstrating that the Proposer has the ability to obtain such an LOC.

Section 5. Updated and Final Schedule for Project Development

Provide the anticipated timeline, include a complete schedule for the project from the execution of the Comprehensive Development Agreement to the start of commercial operations. For each project element, list the start and end date. Identify the elements on the critical path. The schedule should include, at a minimum:

- facility contracts
- permitting and environmental approvals
- waste acquisition
- product marketing
- financing
- design and key equipment procurement
- start of construction, construction schedule
- facility start up/commissioning/acceptance testing
- start of commercial operation
- acquisition of any real property rights
- site preparation work
- environmental assessments and/or environmental impact statements (including anticipated permit submittal and approval dates) and
- any other requirements that could influence the project schedule and the commercial operation date, such as negotiation of host community agreement, environmental justice review, etc.

Section 6. Pricing

For Acceptable MSW and Acceptable Recyclables, provide the proposed annual tipping fee schedule starting on the Guaranteed In-Service Date and for the balance of the Contract Term. Also, provide the net present value of the annual projected cash flow. Prepare separate tipping fee schedules that reflect: 1) the costs for operation and transportation associated with the transfer stations, and 2) the costs associated with the CSWS RRF and Recycling Facility and sites.

Also, provide an accompanying proforma which includes all project costs such as development costs, financing costs, design and construction costs, operating and maintenance costs, revenues, and resultant tip fees, taking into account revenues and costs, for the Transfer Stations and the CSWS RRF and Recycling Facility and sites, separately.

For Proposal purposes assume a CPI with annual escalation of 2%. Proposers may propose annual escalation as a percentage of the CPI, i.e., at some percentage less than 100% of the CPI if they choose. For proposal purposes assume that compliance is required with Connecticut's prevailing wage rules for construction and maintenance activities (Connecticut General Statutes Section 31-53 and Connecticut General Statutes Section 31-53a). When calculating energy revenues, Proposers should not assume that values for any energy related attributes (e.g. Renewable Energy Credits), will exceed what is currently permissible by law. For Proposal purposes, do not assume payment for decommissioning the Facilities at the end of the Contract Term.

Pricing should be based on the requirements and direction provided in this RFP, including **Appendix E**. Also, as noted in the Contract Principles, **Appendix K**, pricing should be based on the Contract Principles, as the Proposer may request to modify.

Note: The proposal selected may not be conditioned on the lowest price offered. See Section 1.8 a) for weighting of price in Proposal evaluation.

Section 7. Operation and Maintenance Plan

Provide an O&M plan for the project development and operation that demonstrates the long term operational viability of the proposed project as outlined in **Appendix D**. The plan should include a discussion of the staffing levels proposed for the project, utility needs, scheduled and unscheduled maintenance anticipated, computerized operation and maintenance management, monitoring, inventory systems to be employed, etc. Describe the proposed O&M funding mechanism and funding levels needed to support planned and unplanned O&M requirements. Describe the terms (or expected terms) of the warranties and/or guarantees on major equipment that the Proposer is seeking. Specify the expected operating constraints and operational restrictions for the project (i.e., limits on the number of hours a unit may be operated per year or unit of time). Specify partial and complete planned outage requirements in weeks or days. Also, list the number of months required for the cycle to repeat (e.g., list time interval of minor and major overhauls, and the duration of overhauls, and the schedule for capital repair and replacement).

Section 8. Environmental Assessment

This section addresses environmental and other regulatory issues associated with project development and operations. Provide a preliminary environmental assessment of the site and project, including during both construction and operation, as applicable, describing potential impacts, controls and other mitigation measures, any potential impediments to development as well as environmental benefits of the project. The assessment should address each of the major

environmental areas addressed in **Appendix G**, as applicable to the proposed project, including greenhouse gas emissions.

Section 9. Contribution to Employment and Economic Development

Provide estimates of the number of jobs and wages associated with the development and operation of any proposed facilities. Describe and enumerate economic benefits to the City of Hartford, the Capital Region and the State, use of local labor, purchase of goods and services locally, etc. Benefits may be direct and indirect economic benefits.

Section 10. Community Relations and Outreach

Describe how the Proposer will develop and maintain professional, responsible, and responsive working relationships with its neighbors, service recipients, the general public, the media, the Host City, municipal and other government representatives, public sector advisors or consultants, regulatory agencies, and other entities that have relationships with the Facilities. Provide documentation and minutes of any public meetings held with the City of Hartford. Identify the level of public support for the project from all meetings, include all letters from public officials, the public or other community organizations and businesses. The Proposer must also provide a plan for community relations in **Appendix I**.

Appendix.

The Proposer shall include and label the Appendices as follows:

Appendix A – Certification Requirements

Appendix B – Proposal Submission Instructions

Appendix C – Updated and Refined Documentation for Technical, Managerial and Financial Suitability

Appendix D – Operations and Maintenance Requirements

Appendix E – Firm Pricing by year for services

Appendix F – Feedstock Acquisition and Product Marketing Plan

Appendix G – Environmental Assessment

Appendix H – Transportation Plan

Appendix I – Community Relations Plan

Appendix J – Performance Guarantees

Appendix K – Comprehensive Development Agreement Principles

Appendix L – Disclosure Affidavit

APPENDIX C

TECHNICAL SUPPORTING ENGINEERING AND COMMERCIAL VIABILITY DOCUMENTATION

TECHNICAL:

In addition to providing an Updated and Refined Technical and Management Approach, provide a preliminary engineering plan which includes the following information:

- Type of technology
- Major equipment to be used
- Manufacturer of the equipment
- Whether the Proposer has a contract for the equipment. If not, describe the Proposer's plan for securing equipment and the status of any pertinent commercial arrangements
- Equipment vendors selected/considered
- History of equipment operations

If the equipment manufacturer has not yet been selected, identify the equipment procurement strategy, the factors under consideration for selecting the preferred equipment and a list of the key equipment suppliers under consideration. Any proposed facilities or equipment must have a minimum design life of 30 years.

The Proposer shall also provide:

- Updated Site Plan
- Updated Elevation Drawings
- Updated Process Schematic
- Updated Equipment layout plan with sections and details
- Updated landscaping drawings and buffer areas
- Updated grading and drainage drawings
- Artists Rendition of facilities, updated if previously provided
- Updated mass and energy balances

- Updated water and wastewater balances
- Updated diversion calculations
- Other technical supporting information if updated or revised from Phase I Proposal

FINANCIAL PLAN:

Provide an Updated and Refined Financing Plan, including the following information:

1. Provide a description of the financing plan for the project, including construction and term financing. The financing plan should address the following:
 - a) Who will finance the project and how it will be financed;
 - b) The project's projected financial structure over the Term;
 - c) Expected sources of debt and equity financing;
 - d) Estimated construction costs;
 - e) The projected capital structure over the Term; and
 - f) Describe any agreements entered into with respect to equity ownership in the proposed project and any other financing arrangement.

In addition, the financing plan should address the status of the above activities as well as the financing of development and permitting costs.

2. Update to the information provided in Phase I of the RFP to demonstrate that the Proposer has the financial resources and financial strength to complete and operate the project as planned. For example, provide experience with similar financing of projects.
3. Supplement information provided in Phase I of the RFP to provide updated copies of the most recent audited financial statement or annual report for each Project Participant to ensure that DEEP has the most recent three years of information for each of the past three years; including affiliates of the Proposer (if audited statements are not available, unaudited statements are to be provided). Also, provide the credit ratings from Standard & Poor's and Moody's (the senior unsecured long term debt rating or if not available, the corporate rating) of the Proposer and any affiliates and partners.
4. Provide a description of any current or recent credit issues/credit rating downgrade events regarding the Proposer or Project Participants and any affiliates raised by rating agencies, banks, or accounting firms.

5. Proposer and Project Participants must disclose any pending (currently or in the past three years) or threatened litigation or disputes related to projects developed, owned or managed by Proposer or any of its affiliates in the United States, or related to any commodity or energy product sale agreement.
6. Provide an updated description, if any, of Proposer, including Project Participants, affiliated entities and joint ventures transacting business in the MSW and energy sectors.
7. Has Proposer, or any affiliate of Proposer or Project Participants , in the last five years: (a) consented to the appointment of, or was taken in possession by, a receiver, trustee, custodian or liquidator of a substantial part of its assets, (b) filed a bankruptcy petition in any bankruptcy court proceeding, (c) answered, consented or sought relief under any bankruptcy or similar law or failed to obtain a dismissal of an involuntary petition, (d) admitted in writing of its inability to pay its debts when due, (e) made a general assignment for the benefit of creditors, (f) was the subject of an involuntary proceeding seeking to adjudicate that Party bankrupt or insolvent, (g) sought reorganization, arrangement, adjustment, or composition of it or its debt under any law relating to bankruptcy, insolvency or reorganization or relief of debtors?

APPENDIX D

OPERATION AND MAINTENANCE REQUIREMENTS

Transition and Start-Up Services

The Contractor shall provide services necessary for a smooth start-up for operation and maintenance of the CSWSP Facilities and/or for the management of Acceptable MSW, Acceptable Recyclables, products, recovered materials and residuals, as applicable.

Unless otherwise required in this RFP, after the Contract Date, but prior to the Guaranteed In-Service Date, the Contractor shall be responsible for the following, including but not limited to:

- Meeting with the DEEP and MIRA as the DEEP and MIRA deem necessary to develop a plan for and implement a smooth, uninterrupted provision of services.
- Preparing an Operations and Maintenance Manual.
- Obtaining required financial security, including LOC, bonding and insurance for operations.
- Obtaining necessary permits and environmental approvals for operations.
- Developing and implementing a training program for the CSWSP Facility or for Export services.
- Implementing computerized operations and maintenance management, inventory control, and process control data management systems.
- Setting up the computerized operations and maintenance management, inventory control and process control data systems to generate necessary reports and plots, including executive-level report and data summaries.
- Planning and scheduling for all operations and maintenance supplies, utilities, consumables, office supplies, and materials.
- Preparing an Exit Transition Plan.

Exit Transition Services

At the end of the Contract, whether at its stated expiration or by earlier termination for whatever reason, the Contractor shall provide services necessary for a smooth, uninterrupted transition of service to MIRA or its successor. At Contract termination, the Contractor shall also provide for

transfer of any license(s) to MIRA or its successor necessary for continued operations and maintenance of the CSWSP Facilities.

Alternatively, should the State/MIRA determine to have the CSWSP Facilities removed from the Site after the expiration of the Comprehensive Development Service Agreement, the Contractor shall provide services necessary to accomplish this task and restore the Site to a safe and commercially useable condition.

The Contractor shall prepare an Exit Transition Plan describing said services and provide said plan to DEEP and MIRA prior to initiating construction.

On-going O&M

The Contractor shall:

1. Provide full-service, 24-hour-a-day, seven-day-a-week operation and maintenance of the CSWSP Facility. Services shall be provided in accordance with an O&M Manual approved, as required, by appropriate regulatory agencies, and with generally accepted industry principles and practices in full compliance with permit requirements and all applicable laws, regulations, policies and required approvals. The Contractor shall operate and maintain the CSWSP Facility in accordance with the O&M manual and in accordance with the Development Agreement and Good Industry Practices, whichever is most stringent.

The O&M manual shall be revised as necessary, for any changes to operations and maintenance practices, for any additions or revisions to standard operating procedures and for any CSWSP Facility modifications. Revisions to the O&M manual shall incorporate practices, as required by applicable regulations, or in accordance with the Development Agreement and Good Industry Practices, whichever are more stringent. Revisions to the O&M manual must be approved, as required, by appropriate regulatory agencies.

The O&M manual shall include descriptions of the unit or system and component parts, its function, operating characteristics, and limiting conditions, and performance curves, engineering data and replacement parts for the equipment furnished, by reference to manufacturer/vendor-supplied information contained in engineering design submittals to the Phase II RFP and as defined in the Development Agreement. The O&M manual shall also include complete maintenance instructions, parts lists, controls, and other information describing the construction, operation, control and maintenance of the equipment furnished. In addition, the O&M manual shall contain detailed operation instructions for all unit processes to include process control descriptions, target values for all process related control parameters, emergency process control provisions and process recovery procedures during unit process upsets or abnormal conditions.

The O&M Manual shall address programs for monitoring and inspection of incoming waste and for separation and proper disposal of Unacceptable Feedstock.

The O&M Manual shall describe weigh scale calibration programs, procedures for resolution if standards are not met, and alternative means of weighing feedstock and materials should scales not meet standards.

2. Provide the required staff in accordance with a plan for staffing. The plan for staffing must include job titles and certification levels. A schedule must be provided detailing the coverage for each shift for the proposed workweek (including weekends and holidays).
3. Provide training for personnel, as applicable, in the areas of CSWSP Facility operations, maintenance, safety, supervisory skills, and laboratory management. This training will include both plant specific and general, but related, educational materials.

The Contractor shall notify the City of Hartford in advance of any training programs and allow the City to participate in said programs, including those for safety and first responder services such as fire, police and medical services.

4. Provide administrative and technical support services to ensure efficient maintenance and operation of the CSWSP Facility. The services shall be provided as needed during the Term of the Agreement.
5. Provide 24-hour-a-day access for MIRA's personnel, and their designated representatives, to the CSWSP Facility. All visitors to the CSWSP Facility shall notify the Contractor upon arrival and shall comply with the Contractor's safety policies and procedures.
6. The Contractor shall provide a quality assurance/quality control program (QA/QC Program) for sampling, testing, and analysis and perform monitoring, sampling, testing, laboratory analyses, and reporting, all as necessary for process control and full compliance with all local, State and Federal regulations and permits and Good Industry Practice. All testing necessary for compliance with permits and local, State and Federal programs shall be performed by a properly certified laboratory, to the extent required by applicable laws, regulations and policies.

Weigh scales shall be tested monthly. The Contractor shall notify MIRA if scales do not meet standards, and provide alternative services when scales are out of calibration. MIRA shall have the right to independently test the scales at any time, at its own expense.

7. Perform all Corrective, Predictive and Preventive Maintenance Plan activities and repairs for the CSWSP Facility in accordance with the O&M manual and Good Industry Practice.
8. Conduct all activities to maintain and enforce new and existing equipment warranties and guarantees.

9. Provide for capital repair and replacement, and repair or replace any materials, equipment, building or other structures, which are in need of repair or fail during the Term of the Agreement.
10. Provide the required labor, materials, machinery, vehicles, equipment, fuel, power, chemicals, supplies, spare parts, expendables, consumables, long-lead-time replacement items, and all other items to operate and maintain the CSWSP Facility.
11. Provide safety and security for the CSWSP Facility in compliance with applicable health and safety regulations, Good Industry Practice, and as warranted by the site location. Fences and gates shall be maintained in neat order and structural integrity.
12. Respond promptly to (within two (2) hours after notice, or as otherwise required) and rectify all normal problems and emergencies relating to the CSWSP Facility and maintain at all times during the Term of this Contract a toll-free, twenty-four-hour (24) telephone number with person-to-person service where emergencies can be reported. The Contractor shall immediately notify MIRA the City of Hartford, and other appropriate agencies in the case of any emergency.
13. Immediately notify MIRA and DEEP, if, during the course of excavation work necessary to make repairs and/or improvements to the CSWSP Facility, faulty or leaking underground storage tanks or hazardous or toxic waste or materials (as defined in Applicable Law) are identified by the Contractor, and immediately notify such other governmental agencies as may be required by law and take such further actions to assist MIRA, DEEP and the City of Hartford in protecting the health, safety and welfare of the public.
14. Conduct emergency repairs to protect employees, equipment, buildings and grounds, as required.
15. Provide for the satisfactory and proper handling and storage of all recovered materials and products.
16. Provide for the satisfactory and proper handling, loading, and transportation of all Products, and for the satisfactory and proper handling, loading, transportation and disposal of all Residuals, Bypassed Feedstock, and Unacceptable Feedstock. Residue must be characterized and disposed of in accordance with Applicable Law. Prepare and maintain a record of disposal of these materials in accordance with Applicable Law.
17. Provide and maintain well-documented records of operations, maintenance, laboratory analysis, personnel, training, safety, process control, daily inspections, materials, alarms, and any other significant events.
18. Prepare and sign all regulatory operation and maintenance reports and CEMS compliance reports. Copies of all reports shall be sent to MIRA and to the appropriate regulatory agencies

by required deadlines. The Contractor shall maintain records as required by the regulatory agencies. Such records shall be accessible to MIRA and DEEP.

19. At any time, the CSWSP Facility may be inspected by MIRA or DEEP or its designated representative(s) to ensure all required work is being performed, including maintaining an acceptable level of cleanliness and appearance.
20. Perform such repairs or maintenance items as identified in writing by MIRA and DEEP as a result of any MIRA or DEEP inspection that reveals a lack of repairs or necessary maintenance to the CSWSP Facilities which may impact contractual and monetary performance, environmental compliance, or public safety.
21. The Contractor shall maintain and provide for any monitoring, sampling and analysis required by regulatory agencies.
22. Provide for and maintain all Federal, State and local permits and other legal requirements that are necessary to operate and maintain the CSWSP Facilities.
23. The Contractor shall be responsible for maintaining the CSWSP Facilities in good working condition according to Good Industry Practice and Contract terms.

APPENDIX E

FIRM PRICING BY YEAR FOR SERVICES

Proposals must conform to the following requirements:

- Pricing should be based on the requirements of this RFP, including this Appendix E. Also, as noted in the Contract Principles (Appendix K), pricing should be based on the Contract Principles, as the Proposer may request to modify.
- Provide an annual schedule of tip fees for Acceptable MSW and Acceptable Recyclables from the Guaranteed In-Service Date and 30 years of operation thereafter. Prepare separate tipping fee schedules that reflect: 1) the costs for operation and transportation associated with the transfer stations, and 2) the costs associated with the CSWS RRF and Recycling Facility and sites.
- Provide the net present value of the annual projected cash flow.
- Provide an accompanying “Pro Forma” which includes all project costs such as development costs, financing costs, design and construction costs, operating and maintenance costs, revenues, and resultant tip fees, taking into account revenues and costs, for the Transfer Stations and the CSWS RRF and Recycling Facility and sites, separately.
- Proposals should indicate how the proposed tipping fee and pricing for services reflect pricing trends in the New England and adjacent region and are market competitive for Connecticut municipalities and others.
- When calculating energy revenues, Proposers should not assume that values for any energy related attributes (e.g. Renewable Energy Certificates), will exceed what is currently permissible by law.
- For Proposal purposes, the Proposer shall include revenue sharing provisions as outlined in the Contract Principles provided in Appendix K.
- For Proposal purposes, assume a CPI of 2% annually, with escalation at 100% of the CPI or a percentage of CPI, if offered.
- For Proposal purposes assume that compliance is required with Connecticut’s prevailing wage rules for construction and maintenance activities (Connecticut General Statutes Section 31-53 and Connecticut General Statutes Section 31-53a).
- For Proposal purposes, do not assume payment for decommissioning the Facilities at the end of the Contract Term.

APPENDIX F

FIRM FEEDSTOCK ACQUISITION AND PRODUCT MARKETING PLAN

A. Feedstock Acquisition.

MIRA currently has under contract MSW feedstock tonnages pursuant to existing municipal solid waste service agreements (“MSAs”), with Connecticut municipalities, as presented in the table below. There are four MSA types that are identified as Tiers 1, 2, 3 and 4, each with differing terms and conditions (see link provided below). The contracted tonnages identified in the table below are secured through these four MSA types.

The Proposers shall note that:

- MIRA Tier 1 MSAs have an enforceable “flow control” provision which requires all MSW tonnage (both residential and commercial) within a Tier 1 municipality to be directed into MIRA’s CSWS. The flow control provision also requires all residentially generated Acceptable Recyclables to be directed into MIRA’s CSWS, but does not require non-residential recyclables to be directed to MIRA’s CSWS.
- MIRA Tier 1 contracts include a provision that allows the municipality to terminate and exit its MSA if the tip fee, set by MIRA on an annual basis, exceeds an established threshold.
- MIRA will commit to enforcing the provisions in its MSAs for waste delivery.

Note that MIRA also has solid waste delivery agreements with private waste hauling companies, which typically have terms of one to two (1-2) years.

A comparison of terms and conditions for Tiers 1, 2, 3, and 4 MSAs may be found using the following link:

http://www.crra.org/pages/Mid-Conn_MSA_comparison_table.html#Tier1short

Examples of contracts may be found using the following link:

http://www.ct.gov/deep/lib/deep/waste_management_and_disposal/solid_waste/mira_rfp/Summary_of_MIRA_Contract_Terms_and_Conditions.pdf

Summaries of tonnages delivered to and processed at the CSWS RRF are provided for each contracted Connecticut municipality and may be found using the following link:

<http://www.ctmira.org/municipalities/tonnage-reports/>

The Proposer shall provide a plan that, at a minimum:

1. Identifies the markets and sectors to be addressed to secure additional feedstocks in order to meet the identified Phase II yearly tonnage requirement (698,063 tons Acceptable MSW and 465,365 tons initially if 1,500 TPD facility is to be initially financed) and 100,000 tons Acceptable Recyclables). Proposers are not limited to sourcing from in-state markets or sectors for additional feedstocks;
2. Reflects MIRA’s continuing role in securing municipal contracts (intended to be under Tier 1 MSAs that include a flow control provision), for the provision of Acceptable MSW and Acceptable Recyclables as feedstocks for the Term as provided in the Comprehensive Development Agreement;
3. Prioritizes for receipt and processing at the facilities those wastes committed, pursuant to the MSAs executed by MIRA and Connecticut municipalities, over alternatively sourced wastes. See Appendix K for further details; and
4. Identifies future sourcing contingencies in the event that feedstock tonnages are not contracted at current levels.

Summary Table of Tonnages by MSA Type, 2016 (tons per year)		
	Post-Recycled MSW (to CSWS RRF)	Source Separated Single Stream Recyclables including clean paper, glass, plastics, OCC, ferrous and nonferrous metals (to the MIRA CSWS Recycling Facility)
Tier 1 Long-Term (ending 6/30/27)	304,000	40,000
Tier 1 Short-Term (ending 6/30/22)	42,000	4,500
Tier 3 (ending 6/30/27)	2,400	600
Tier 2 (ending 6/30/22)	13,000	0
Tier 4 (ending 6/30/18)	15,000	3,500
Total from Contracted Towns	376,400	48,600
Actual Tonnages received and processed at CSWS RRF and Recycling Facility as Reported to DEEP by MIRA	660,190.88	69,733.5

B. Product Marketing.

The plan shall, at a minimum:

1. Identify specific downstream markets that the Proposer identifies as its outlets for the materials generated by the proposed facility. The product markets identified shall encompass all materials generated, including both commodities and waste residuals;
2. Include outlets for the electricity generated, the recyclable materials recovered, commodities (i.e. compost, fuels, chemicals, etc.) generated through on- and off-site processes and the wastes for disposal (i.e. unprocessable wastes, waste products generated through on- or off-site processes, etc.);
3. Address the strength and resiliency of the product markets proposed; and
4. Include letters of agreement/intent from or contracts with the outlets identified which collectively shall address all anticipated material types to be managed, processed or generated at the facility. Otherwise, the Proposer shall provide a detailed plan for the achievement of such agreements or contracts with specific markets and/or outlets.

APPENDIX G
ENVIRONMENTAL ASSESSMENT

This section addresses environmental and other regulatory issues associated with project development and operations. Provide a preliminary environmental assessment of the site and project, including during both construction and operation, as applicable, describing potential impacts, controls and other mitigation measures, any potential impediments to development as well as environmental benefits of the project. The assessment should address each of the major environmental areas addressed in this Appendix, as applicable to the proposed project, including greenhouse gas emissions.

Another goal of this Appendix is to compare the environmental and other attributes of the Proposer's project to the current state of the CSWS RRF (which includes the power block located on that site). Areas of comparison will include a mass balance look at the inputs and outputs of materials across all processes (including loss of weight/mass due to evaporation of liquid if quantified), total energy production (either on-site or at associated off-site locations), total air emissions of NO_x, SO₂, PM and CO₂e (resulting from either on-site or at associated off-site combustion of fuels resulting from wastes received at the CSWS RRF) and water used and discharge. All metrics to be measured or estimated should be on an annual basis.

In the tables below, the mass, environmental and energy attributes associated with current operations at the CSWS RRF are summarized. In the second column, the Proposer should insert estimated attributes for its proposed project, as appropriate.

If additional rows are needed to capture relevant inputs/outputs, please add rows and descriptors as necessary in the tables below.

A. Mass/materials flow (tons per year)

In addition to the values requested in the table below, Proposer should also submit a mass flow diagram that shows flow of materials through all MSW and recycling processes included in this proposed project (similar to the summary diagram compiled and included as part of the Phase I RFP submittals).

Current Operations (CY 2016)	Estimated Future Operations	
660,191		Received MSW (incoming)
134		Diverted oversized MSW
16,106		Diverted metals (pre-combustion)
891		Diverted Metals (post-combustion)
0		Diverted Recyclables (from MSW)
0		Organics diverted for aerobic composting or anaerobic digestion
0		<ul style="list-style-type: none"> Moisture evaporation from composting or AD process
0		<ul style="list-style-type: none"> Removed contaminants
0		<ul style="list-style-type: none"> Produced compost or digestate
-		Moisture evaporation from fuel processing & combustion
162,847		Ash sent to ash landfills
0		Materials sent to non-ash landfills for disposal
0		Solid fuel (shipped off to be combusted elsewhere)
0		Liquid fuel (shipped off to be combusted elsewhere)
0		Chemicals produced for offsite use

B. Air Emissions (tons per year)

For the purposes of this table, actual or estimated emissions “out the stack” should be listed. There should be no adjustments for factors such as “discounted emissions” related to biogenic portions of the waste stream or emissions adjusted to account for “avoided emissions” elsewhere.

Onsite emissions should capture all non-transportation-related emissions released on the CSWS Hartford site.

Offsite emissions should include air emissions that result from project-related processes that occur on a site other than the CSWS Hartford site.

If a Proposer anticipates the generation of a fuel that is to be combusted at an offsite location, estimated emissions from combustion of such fuel should also be included in the table below. Emissions factors used to generate such estimates should be added directly below this table.

Current state emissions for SO₂, NO_x, CO₂e and PM from the CSWS RRF include both RDF combustion and natural gas combustion (for boiler start-ups) in CY2016.

Current Operations (CY2016)	Estimated Future Operations	
37.2		SO ₂ from <i>onsite</i> combustion and/or processing
709.7		NO _x from <i>onsite</i> combustion and/or processing
38.7		PM from <i>onsite</i> combustion and/or processing
576,314.4		CO ₂ e from <i>onsite</i> combustion and/or processing
N/A		SO ₂ from <i>offsite</i> combustion and/or processing of fuels/materials generated at the CSWS RRF
N/A		NO _x from <i>offsite</i> combustion and/or processing of fuels/materials generated at the CSWS RRF
N/A		PM from offsite combustion and/or processing of fuels/materials generated at the CSWS RRF
N/A		CO ₂ e from <i>offsite</i> combustion and/or processing of fuels/materials generated at the CSWS RRF

C. Water Usage and Discharge (average gallons per day)

Current Operations (CY2016)	Estimated Future Operations	
76,100		Potable water used for on-site combustion and/or processing at the CSWS RRF
69,470,000		Volume of Connecticut River water diverted (for once-through non-contact cooling) at the CSWS RRF and discharged back to the river
61,200		Water discharged to sanitary sewer from all processes at CSWS RRF
N/A		Water discharged to sanitary sewer from related processes at offsite facilities directly associated with this project

D. Other Attributes

Current Operations (CY2016)	Estimated Future Operations	
407,772		Gross Electricity produced <i>onsite</i> (MWhs)
338,100		Net Electricity produced <i>onsite</i> (MWhs)
69,672		Produced electricity consumed <i>onsite</i> (MWhs)
0		Class I RECs generated <i>onsite</i> (MWhs)
1 per net MWh		Class II RECs generated <i>onsite</i> (MWhs)
0		Electricity produced <i>offsite</i> (MWhs)
0		Class I RECs generated <i>offsite</i> (MWhs)
0		Class II RECs generated <i>offsite</i> (MWhs)
353,134		Transportation miles - ash to landfill (one-way)
0		Transportation miles - any other material to landfill (one-way)

Current Operations (CY2016)	Estimated Future Operations	
0		Transportation miles - materials (e.g., organics) to offsite locations for further processing (one-way)
0		Transportation miles - processed fuels to offsite locations (one-way)

In addition to the quantitative aspects captured in the tables above, please provide a brief narrative on other **qualitative** environmental aspects of the Proposer’s project. Examples include, but are not limited to:

- If the use of once-through cooling water for the power block is being reduced or eliminated, what are the associated water quality benefits to the Connecticut River (e.g., elimination/reduction of fish larvae impingement, thermal impacts, etc)?
- If a fuel is being created for offsite combustion, are there any associated benefits of such off-site combustion (e.g., is it displacing a dirtier fuel and resulting in lower emissions there, is it considered a renewable fuel)?
- What are the aesthetic, noise, odor and traffic impacts of the proposed project, and what measures will be utilized to improve/minimize such impacts?
- Regarding the transportation miles noted above, which modes of transportation were utilized (e.g., truck, rail, etc).

APPENDIX H
TRANSPORTATION PLAN

Please provide a complete Transportation Plan for the proposed project.

Provide a summary of the movement of all waste and commodities entering and exiting the CSWSP sites. Describe how the transportation plan is consistent with goals of the environmental assessment referenced in Appendix G.

If applicable, include an identification and engineering drawing of any new infrastructure necessary to transport waste, commodities and ash residue from the CSWS RRF. Describe the necessary permitting and schedule required to support any proposed new infrastructure.

If the development/construction phase or operations of the Facilities includes landfilling throughput waste and residue, provide the name(s) and location(s) of the final destination of the materials.

Provide any contracts or letters of intent to transport feedstock to the CSWS RRF site.

Provide any contracts or letters of intent to transport ash residue, recyclables and any marketable commodities from the CSWSP sites.

APPENDIX I

COMMUNITY RELATIONS PLAN

The Contractor shall maintain positive community relations within the Host City and the Transfer Station Host Communities. At a minimum, the Contractor will provide a 24-hour telephone number and email address for those who wish to comment on areas of concern, and will report to the Host City, MIRA and DEEP any complaints related to the CSWSP Facilities or export activities.

The Proposer shall provide a Community Relations Plan with its Proposal which describes its proposed efforts, which may include activities such as:

- Creation of a routinely maintained and updated Web Page informing the public of the status of the CSWSP Facilities and export activities and various public education materials and programs available associated with the CSWSP Facilities or export activities. For example, quarterly operational and tonnage reports.
- Issuance of newsletters and/or press releases to inform the public of the Proposer's and Contractor's activities related to the CSWSP Facilities or export.
- Preparation of fact sheets and household guides explaining State and local community regulations and activities at the CSWSP Facilities or through export that positively affect recycling and renewable energy generation.
- Presentations to local civic, environmental and other groups or at public events, which will include presentation of available videos.
- Providing a repository of publications pertaining to policies, programs and related information associated with generation and management of Acceptable Recyclables, Food Scraps, Yard Trimmings, other recovered materials, including information on products generated from the management of such feedstock. Such publications shall be available to interested parties at the CSWSP Facility or another location agreed to by the Host City. Such repository shall be inclusive of information or guides generated and provided by the Host City.
- Hosting of CSWSP Facility open houses and scheduled tours for interested members of the public.
- Technical assistance on source and waste toxicity reduction to target users of concern.
- Participation in public hearings, public meetings, and meetings of elected officials and interested groups.
- Participation in State and local community public events.
- Compliance with Connecticut General Statutes Section 22a-20a.

APPENDIX J

PERFORMANCE GUARANTEES

The Contractor shall meet the following Performance Guarantees for the Facility. Confirmation for agreeing to meet these guarantees shall be provided by completing, signing and submitting the Facility Performance Guarantees provided in Appendix J.

Waste Throughput Guarantee

The Contractor and Guarantor shall guarantee that the Facility shall be capable of processing the Rated Capacity of Acceptable MSW. This Waste Throughput Guarantee [shall increase or decrease] be in accordance with the variation of key waste characteristics as provided by the Proposer and as agreed to by DEEP, MIRA, and as described in the Development Contract Agreement.

Availability Guarantee

The Contractor and Guarantor shall guarantee that the percentage of Rated Capacity of the Facility available during any Contract Year shall be at least eighty-five percent (85%). Availability shall be measured as a percentage of Rated Capacity.

Annual Waste Throughput Guarantee

The Contractor and Guarantor shall guarantee that at the Availability Guarantee the Facility shall be capable of processing at least eighty-five percent (85%) of the Rated Capacity of Acceptable MSW per year. This Annual Waste Throughput Guarantee shall be [increase or decrease in accordance with the variation in key waste characteristics as provided by the Proposer and as agreed to by DEEP and MIRA and described in the Development Contract Agreement].

Acceptable Recyclables Throughput Guarantee

The Contractor and Guarantor shall guarantee that the Facility shall be capable of processing 100,000 TPY of Acceptable Recyclables.

Net Electric Generating Guarantee

As applicable, the Contractor and Guarantor shall guarantee that the Facility can deliver for sale on average, **[PROPOSER TO COMPLETE]** ___ kWh of electric power per ton of as-received Acceptable MSW processed (at a Reference HHV of **[PROPOSER TO COMPLETE]** Btu/lb and/or a Reference BMP of **[PROPOSER TO COMPLETE]** methane per pound of Acceptable MSW, as applicable). This Guarantee shall increase or decrease based on the HHV of the Acceptable MSW in accordance with the Net Electrical Generating Guarantee/HHV performance curve proposed and as agreed to by DEEP and MIRA, and/or

the BMP of the Acceptable MSW in accordance with the Net Electrical Generating Guarantee/BMP performance curve proposed and as agreed to by DEEP and MIRA, as applicable.

Fuel Generating Guarantee

As applicable, the Contractor and Guarantor shall guarantee that the Facility can deliver for sale on average, **[PROPOSER TO COMPLETE – TYPE, QUANTITY AND UNITS OF GUARANTEED FUEL PRODUCTION]** ___ of _____ per ton of as-received Acceptable MSW processed (at a Reference HHV **[PROPOSER TO COMPLETE]** Btu/lb or a Reference BMP of **[PROPOSER TO COMPLETE]** of methane per pound of Acceptable MSW, as applicable). This Guarantee shall increase or decrease based on the HHV of the Acceptable MSW in accordance with the Fuel Generating Guarantee/HHV performance curve proposed and as agreed to by DEEP and MIRA, and/or the BMP of the Acceptable MSW in accordance with the Fuel Generating Guarantee/ BMP performance curve proposed and as agreed to by DEEP and MIRA, as applicable.

Material Recovery Guarantee

As applicable, the Contractor and Guarantor shall guarantee that the material recovery system(s) will recover for sale the following quantity of materials per ton of Acceptable MSW and Acceptable Recyclables processed:

[PROPOSER TO SPECIFY GUARANTEE FOR EACH TYPE OF MATERIAL]

Residue Quantity Guarantee

The Contractor and Guarantor shall guarantee that the Facility shall not produce more than **[PROPOSER TO COMPLETE]** ___ tons of Residue (net of recovered materials) per ton of Acceptable MSW and Acceptable Recyclables processed. Tons of Residue shall be as measured at the Facilities' scale house(s).

Residue Quality Guarantee

For thermal technologies, the Contractor and Guarantor shall guarantee that the Facility Residue shall meet the following conditions for carbon and putrescible matter: **[PROPOSER TO COMPLETE]**

- the Residue shall contain no more than ___% carbon; and
- the Residue shall contain no more than ___% putrescible matter.

Environmental Performance Guarantee

The Contractor and Guarantor shall guarantee that the Facility is operated and maintained in compliance with Applicable Laws and all Environmental Performance Requirements in

Appendix G of this RFP. It shall include noise, odor and other required environmental performance guarantees.

Scheduled Acceptance Date Guarantee

The Contractor and Guarantor shall guarantee the successful completion and Acceptance of the Facility by the Guaranteed In-Service Date

Guarantee for Waste Delivery Vehicle Turn Around Time

The Contractor shall guarantee that waste delivery vehicles will be weighed, off-loaded and exit the Facility in no more than thirty (30) minutes.

APPENDIX K
CONTRACT PRINCIPLES

TO BE RELEASED SEPARATELY.

APPENDIX L

DISCLOSURE AFFIDAVIT

1. Proposer has disclosed any pending or threatened litigation related to projects owned or managed by them or any of their affiliates or CSWSP partners in the United States or abroad.
2. Proposer is not currently suspended or debarred from doing business with any governmental entity.
3. Except as disclosed, neither the Proposer nor its officers, principals, stockholders, and affiliates are debarred by the State of Connecticut which would prohibit them from entering into a Contracts with the State or are debarred by any state in the United States or its political subdivisions from entry into contracts with such government entities.
4. Further, the Proposer must state that it will not use any contractors or subcontractors who are so debarred.
5. Proposer and its participating firms have reviewed all of their engagements and pending engagements, and no potential exists for any conflict of interest or unfair advantage.
6. Proposer is authorized to do business in the State of Connecticut.
7. Proposer has filed applicable state and federal tax returns and paid all other taxes required by law.

Connecticut/State Taxpayer Identification Number: _____

Federal Taxpayer Identification Number: _____

8. Proposer and its participating firms are duly organized and validly existing in good standing and are duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Propose and the Participating Firms to perform the obligations contemplated by the Proposal.
9. The performance of all obligations of the Proposer and the Participating Firms contemplated by the Proposal has been authorized by all required action of the Proposer, including any action required by any charter, by-laws, and partnership agreement, as the case may be, and any Applicable Laws which regulate the conduct of the Proposer and the Participating Firm's affairs.
10. The performance of all obligations of the Proposer and the Participating Firms contemplated by the Proposal do not conflict with and will not constitute a breach of or event of default under any charter, by-laws or partnership agreement, as the case may be, of the Participating Firms

or any agreement, indenture, mortgage, contract or instrument to which the Participating Firm is a party or by which it is bound.

11. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against the Proposer and the Participating Firms wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Proposal of its obligations hereunder or the other transactions contemplated by the Proposal, or which, in any way, would materially adversely affect the validity or enforceability of the obligations proposed to be undertaken by the proposal or any agreement or instrument entered into by the Proposer and the Participating Firms in connection with the transaction contemplated hereby.
12. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Proposer and the Participating Firms have been adjudicated to be in violation of any State of Connecticut, State or Federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any State of Connecticut, State or Federal anti-trust or similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing such laws.

Proposer or Proposers' Authorized Representative

Print or Type Name

Project Title(s) as Submitted to the Department

Title

Date Signed

