

ANSWERS TO SELECTED QUESTIONS RECEIVED

ISSUED MAY 19, 2017, REVISED TO JULY 13, 2017

1. Page 26 section of the RFP contemplates a contract that transfers a considerable portion of the risk of obtaining waste streams to the private partner. Would DEEP consider an alternative proposal where the authority would retain the risk of supplying waste, which would reduce the cost of capital, allow the construction of a more efficient facility and lower the tipping fee?

Answer: No. As of 2016 approximately 376,400 tpy of Acceptable MSW and approximately 48,400 tpy of Acceptable Recyclables were committed via contract through 2018. Of that, approximately 311,090 tpy of Acceptable MSW and 40,000 tpy of Acceptable Recyclables are now committed or expected to be committed via contract through 2027 (see Tables Q5-1 and Q5-2 below). Although not under long term contract, substantial additional Acceptable MSW and Acceptable Recyclables were delivered and processed at the CSWS RRF and Recycling Facility in 2016 (see Table Q5-1 below). With competitive pricing, substantial additional tonnage should be available in the future. MIRA will work with the Contractor to fill the remaining capacity of the Facilities, and to renew and obtain additional contracts to the best of its ability. However, MIRA cannot provide a firm put-or-pay guarantee; acquiring additional Acceptable MSW and Acceptable Recyclables is the responsibility of the Contractor.

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 addition, see response to question 4 for further information regarding MIRA's role.

2. Can DEEP confirm the level of commitment required for additional waste hauling delivery at the RFP submission date? We are concerned that with 3 proposers pursuing the same waste haulers for contracted volumes, that the waste haulers will demand a premium at the expense of the state.

Answer: DEEP's interest is the evaluation of the Proposers' plans for the acquisition of additional feedstock. Contracts are not required by the submission date. Letters of Intent should be provided if available.

3. Appendix K appears to include significant additional information. Can you advise when it is available and will there be sufficient time to incorporate the contents before the submission date?

Answer: Appendix K was released on April 26, 2017. It is available at:
www.ct.gov/deep/ResourceRediscovery

4. Appendix F, "FIRM FEEDSTOCK ACQUISITION AND PRODUCT MARKETING PLAN": As reported in this appendix "MIRA will commit to enforcing the provision in its MSAs for waste delivery". Please note that the quantity of tons guaranteed by MIRA is fundamental to determine prices and financial viability of the project. At the moment, we can expect to have only 306,400 tons

per year until 2027, and beyond that no MSA has been developed. Please define how MIRA will help the contractor to increase the amount of waste delivered to the plants, and how MIRA will guarantee this quantity during the length (minimum 30 years of operation) of the contract.

Answer: At this time, MIRA has 311,000 tons per year of Acceptable MSW under municipal contracts that extend through June 2027. Additionally, by July 1, 2017 MIRA expects to have an additional 40,000 tons per year of Acceptable MSW under municipal contracts through either June 2022 (5 years) or June 2027 (10 years) (This 40,000 ton per year quantity represents the quantity that MIRA currently has under Tier 1 Short Term contracts that expire on June 30, 2017).

All of these tons are associated with municipal contracts that have a "flow control" provision whereby all of the residential and commercial Acceptable MSW generated within the corporate boundaries of these municipalities is to be directed into MIRA's CSWS. MIRA has favorable existing relationships with its municipal customers, and expects to renew these contracts when they expire, which will provide continued flow of these tons into MIRA's CSWS. MIRA believes, and expects the Proposers will agree, that such a "flow control" provision is of significant value to the CSWS, and likewise to the Proposer. MIRA will dedicate staff who will source and contact municipalities and work with private haulers to solicit Acceptable MSW and Acceptable Recyclables. MIRA will also monitor the marketplace for public requests for solid waste services, and will periodically meet with the Contractor to discuss expanding the customer base. MIRA will not provide a guarantee (i.e., a put-or-pay) for any particular quantity of MSW. See also the response to Question 1.

5. Appendix F, "FIRM FEEDSTOCK ACQUISITION AND PRODUCT MARKETING PLAN": On page 51, the table shows the current tonnages received and processed at CSWS RRF and Recycling Facility as Reported to DEEP by MIRA (660,190.88 TPY of MSW and 69,733.5 TPY of Recyclables) and the total tons delivered from Contracted Towns (376,400 TPY of MSW and 48,600 TPY of Recyclables). We understand that the difference (283,790.88 TPY of MSW and 21,133.5 TPY of Recyclables) is covered by private waste hauling companies. Is this correct? Do these private waste hauling companies pay the same tipping fee of MIRA or they have different agreements? Please provide the tipping fee for each private contract with tonnages delivered.

Answer: In the Appendix F table, the difference between the tonnage delivered from contracted towns (376,400) versus the total tonnage delivered (660,191) is predominately made up of tonnage delivered from private waste hauling companies (either from MIRA non-contract towns, or interruptible contract waste and spot market waste). Also, the quantities shown in the Appendix F table have been revised as represented below. (The quantities attributable to contracted towns represent MIRA's FY2018 projection of deliveries rather than CY2016 actual deliveries. Also, the total tonnage delivered includes ferrous-associated MSW that is returned to MIRA, as reported to DEEP in accordance with DEEP reporting requirements, which resulted in double counting approximately 5,000 tons.)

Accordingly, please disregard the Table in Appendix F. Instead, please see the two tables below.

Table Q5-1 is intended to replace the table presented in Appendix F, and shows actual Calendar Year 2016 prices and quantities of Acceptable MSW delivered, as well as Fiscal Year 2018 (July 1,

2017 – June 30, 2018) prices and quantities projected to be received, including the range of prices paid by private waste hauling companies to deliver interruptible contract waste and spot waste, which are contracted at different tipping fees.

Table Q5-1 – MSW Deliveries to the CSWS RRF (per ton Price & Quantity)				
Contracts	CY 2016		FY 2018	
	Price (FY16/FY17)	Quantity	Price	Quantity (Est)
Municipal Services Agreements				
Tier 1 Long*	\$62/\$64	202,743	\$68	311,090
Tier 1 Short*	\$64/\$66	139,609	\$70	40,000
Tier 3*	\$62/\$64	2,453	\$68	10
Tier 2*	\$66/\$68	13,146	\$72	13,000
Tier 4*	\$65/\$67	14,480	\$71	15,000
Subtotal - Contracted Towns		372,431		379,100
Hauler Agreements*	\$64/\$66	174,559	\$70	176,300
Interruptible Contract Waste Agreements	\$41 to \$54	80,403	TBD	82,000
Spot Waste Agreements	\$30 to \$55	15,196	TBD	7,900
Other Agreements				
Recycling Residue (ReCommunity)	\$62/\$64	4,710	\$70	3,400
Recycling Residue (ReCommunity)	\$0	2,904	\$0	2,600
Ferrous Residue	\$40	3,237	\$40	3,800
Non-Processible MSW	\$85	1,858	\$85	1,900
Total Inbound		655,298		657,000

* Prices reflect a subsidy based on revenues realized from operation of MIRA's Jet Turbine Electric Power Generating Facility. MIRA will continue to operate this facility as long as it is viable.

Table Q5-2 - Recyclables Deliveries to the CSWS Recycling Facility (per ton Price and Quantity)				
Contracts	CY 2016		FY 2018	
	Price	Quantity	Price	Quantity (est)
Tier 1 Long	\$0	35,274	\$0	40,000
Tier 1 Short	\$0	9,073	\$0	4,000
Tier 3	\$0	637	\$0	0
Tier 2	\$0	0	\$0	0
Tier 4	\$0	3,403	\$0	3,400
Hauler Agreements	\$0	10,017	\$0*	7,000
ReCommunity Sourced	NA	14,094	NA	10,000
Total Inbound		72,498		64,400

* Beginning on July 1, 2017 MIRA will begin charging \$16 per ton for Acceptable Recyclables delivered by a private waste hauler to a MIRA transfer station, which Acceptable Recyclables originate in a municipality that does not have a Municipal Services Agreement with MIRA.

6. Page 26, Host Benefit/Payments: It indicates that for the \$140,000 to be paid to the transfer Station Host Communities are to be considered in the pricing proposal, but nothing is said for the \$4,000,000 that MIRA will pay to the Host City. Should this also be included in the pricing?

Answer: Yes, the Contractor will be responsible for this payment. See Section 2.2(a) in the Contract Principles (Appendix K).

7. Does DEEP intend the construction and solid waste aspect of the project to be built using California standard practices, as described on page 8 of the RFP?

Answer: No, this was a scrivener's error, it should state using "Connecticut's standard practices".

8. Could you provide a description of what "normal weather conditions for the Santa Barbara area" means as used on Page 13 bottom of page of the RFP?

Answer: The definition for "Uncontrollable Circumstance" was revised on April 26, 2017 in the Addendum to the Phase II RFP, "Clarification of Definitions". Please refer to the revised language, available at:

http://www.ct.gov/deep/lib/deep/waste_management_and_disposal/solid_waste/MIRA_RFP/Addendum_to_Phase_II_RFP.pdf

9. About the MIRA CSWS Recycling Facility in Hartford, please provide the process diagram, the mass balance, as-built drawings, the list and description of the equipment currently in use at the plant, and operational data (personnel, TPH treated, inputs and outputs, current diversion rate, electrical consumption).

Answer: The two tables below present an annual "mass balance." Table Q9-1 below summarizes the annual quantity of Acceptable Recyclables received in calendar year 2016. Table Q9-2 below summarizes the annual quantity of recovered commodities (along with residue) produced in calendar year 2016.

Table Q9-1 - CSWS Recycling	
Contracts:	<u>CY 2016 (tons)</u>
Tier 1 Long	35,274
Tier 1 Short	9,073
Tier 3	637
Tier 4	3,404
Hauler Agreement	10,017
ReCommunity Sourced	14,094
Total Inbound	72,499

Table Q9-2 - CSWS Recovered Commodities and Residue	
<i>Outbound</i>	<u>CY 2016 (tons)</u>
Scrap Metal	665
Non-Aluminum-Ferrous	1,565
Aluminum	206
Mixed Glass Aggregate	14,749
Aseptic	86
HDPE-Natural	494
HDPE-Pigment	622
PET-Mixed Colored	1,166
#8 News	31,425
Baled OCC	13,145
HDPE Mixed 3-7	363
Mixed Rigid Plastics	332
Residue	7,614
Total Outbound	72,432

The facility processes 25 tons per hour of single stream recyclables.

The electricity consumption for the facility averages approximately 3,000 kWh/ day.

The inputs, outputs and diversion rate can be derived from the information presented in Tables Q9-1 and Q9-2.

A Process Diagram, As-Built Drawings, an Equipment List, and a Facility Layout are now provided as Addendum 2 and available on the DEEP Resource Rediscovery website.

Number of personnel and positions:

There are a total of 86 employees, first shift 45 and 2nd shift 41 employees, as follows:

1st Shift employees:	2nd Shift employees:
Plant Manager	Shift Supervisor
Admin	Maintenance employees – 1
Shift Supervisor	
Maintenance Supervisor	
Maintenance employees – 2	
Comingle Line: 15 Employees	Comingle Line: 15 Employees
Sorters – 12	Sorters – 12
Baling Operator – 1	Baling Operator – 1
Floor Cleaner – 2	Floor Cleaner – 2
Single Stream Line: 21 Employees	Single Stream Line: 21 Employees
Sorters – 19	Sorters – 19
Baling Operator – 1	Baling Operator – 1
Floor Cleaner – 1	Floor Cleaner – 1
Equipment Operators: 3 Employees	Equipment Operators: 3 Employees
Forklift – 2	Forklift – 2
Loader – 1	Loader – 1

10. Can you confirm whether a new bid bond will be required? Proposers provided a bid bond in an amount of \$25K during Phase I. It seems no new bid bond is necessary, so we just want to double check.

Answer: No new bid bond is necessary.

11. In Appendix B, Section 4, it requires a Proposer to provide a letter from surety demonstrating bonding capability for the full cost of construction and annual cost of operation. It then asks the Proposer to provide a letter from a bank demonstrating capability to secure a LOC. What is the LOC for? Is different form of security required for different obligation (e.g., construction vs O&M)? Please clarify.

Answer: An LOC provides MIRA with access to funding, if needed, to step in and correct project deficiencies if Contractor has not performed satisfactorily in accordance with Contract requirements. An LOC is required for the Contract Term, starting within 30 days of Contract Date. During design and construction, a performance bond is also required in the amount of the full cost of design and construction. During operations, a performance bond is required annually in the amount of the annual cost of operations and maintenance.

12. If a surety bond is required, will a final bond be required for construction period as well as O&M period? If yes, will these be two separate bonds with the O&M bond period beginning upon completion of the Performance bond and furthermore, will the O&M bond be annual?

Answer: Yes, see response to Question 11 for additional detail.

13. Will the final bond amount be the full contract value or a percentage of the overall contract? This applies to construction period and O&M period.

Answer: See response to Question 11.

14. Can you please confirm the meaning of "private financing"?

Answer: Private financing means that the Contractor will be responsible for providing funding to satisfy provision of required services during the Term of the Contract, including during development, permitting, design, construction and operations and maintenance of Facilities. The Contractor will be paid for services by MIRA via the Acceptable MSW and Acceptable Recyclables Tip Fees.

15. The Phase I Q&A (#11) states that the "term of the contract will be that which is required to perform all services, including development and operation, and shall have a 30 year operating period." The Phase II RFP at §1.0 provides that the term is "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."

- a. Is the maximum operating term 30 years as stated in the Phase I RFP Documents or 40 years (i.e., an initial term of 30 years plus two five-year options) as stated in the Phase II RFP Documents?

Answer: The maximum operating term is for 30 years. The two 5 year renewals are optional based on mutual agreement of MIRA and the Contractor and are not to be counted toward the 30 years.

- b. Are the two renewal options exercisable unilaterally by one or either Party or only by mutual agreement?

Answer: See answer to a. above.

- c. Conn. Gen. Stat. §22a-221(a) provides that the “state, any municipality or any municipal or regional authority may make contracts for the exercise of its corporate or municipal powers with respect to the collection, transportation, separation, volume reduction, processing, storage and disposal of its solid wastes for a period not exceeding thirty years...” Please confirm that the maximum forty-year term provided for in the Phase II RFP is not inconsistent with this statute.

Answer: See response to a. above. As stated in Section 1.3 g. of the Phase II RFP the term is considered a 30 year operating term beginning with the Guaranteed In-Service Date. The additional 5 year extensions are optional and may be considered 24 months prior to the expiration of the Comprehensive Development Agreement.

- d. A minimum thirty- or forty-year operating period necessarily requires a proposer to make conservative assumptions regarding the potential Project capital repairs, maintenance and improvements that may be required during such a lengthy operational period. Would DEEP and MIRA accept a response to the Phase II RFP that would provide for a shorter operating term if that will result in cost savings for the benefit of the municipalities served by the Project?

Answer: No, this RFP is required to be for a thirty (30) year operating term.

16. In the Phase I RFP Documents, it is stated that: (i) despite the private financing of the proposed facility or facilities, “the assumption should be that MIRA will own the land and the developer will own the facility” (Phase I Q&A #92); and (ii) the proposer does not have to use the existing MIRA sites (Phase I Q&A at #89). In the Phase II RFP at §1.8(c), however, the proposers are to “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’ ...”

- a. Will both modified and new facilities financed and constructed by a proposer be owned by the proposer as provided in the Phase I RFP Documents or by MIRA as provided in the Phase II RFP?

“Answer: All modified and new facilities located on MIRA owned land will be owned by MIRA as stated in the Phase II RFP.”

- b. Can a proposer still use its own facilities as provided in the Phase I RFP Documents (with or without using some or all of the current or modified CSWSP facilities)? If so, is your answer to (a) different if the facilities are not located on land owned by MIRA (e.g., a proposer uses its own existing, modified or new facilities to provide the requested solid waste disposal and/or recycling services)?

Answer: The RFP assumes that Acceptable MSW and Acceptable Recyclables will be received and processed at CSWS Transfer Stations and the CSWS RRF in accordance with existing Municipal Services Agreements that MIRA has in place with its municipal customers. These facilities are publicly owned and ensure the ability of Tier 1 contracted municipalities to direct such wastes thereto. Any source separated organic materials, organic materials separated at a MIRA owned facility, or processed Recyclables may be directed to markets or composting facilities that are not under MIRA ownership. Any new facilities proposed as part of the Phase II RFP response not on MIRA owned property shall not be considered public facilities owned by MIRA.

17. The Phase I RFP Documents contain numerous reassurances to the proposers that they should assume “sufficient waste and recyclables will be available for the system capacities called for by this RFP” (Phase I RFP at §II(7)), including this Phase I RFP Q&A:

“Question: Does DEEP &/or MIRA anticipate that it will be able to provide a long term (i.e., 20-25 years?) waste delivery commitment to the proposed project on a put-or-pay basis based on the minimum delivery commitment of 1,500 TPD or the alternative delivery commitment of 2,250 TPD?”

Answer: Proposals should assume that this requirement can be met for both system sizes. DEEP and MIRA understand the necessity of long term commitments of waste and will work to facilitate the aggregation of waste to match the facility size that is ultimately constructed.”

In the Phase II RFP (at §1.8(e)), proposers are now to “assume that the Contractor will be responsible for the acquisition of Acceptable MSW and Acceptable Recyclables not provided by MIRA [and] . . . MIRA will provide assistance for waste acquisition.” Proposers, furthermore, are required for the first time to detail “their waste acquisition strategy and product marketing plan...”

- a. Please describe in reasonable detail what “assistance” will be provided by MIRA for “waste acquisition.” In particular, please indicate whether MIRA will be contractually obligated to the Contractor:
 - i. To pay the contractual tip fee for the disposal of a minimum amount of Acceptable MSW and/or Acceptable Recyclables during each contract year during the thirty- or forty-year term regardless of whether such Acceptable MSW and/or Acceptable Recyclables are actually delivered to the Project? (i.e., a put-or-pay obligation) and, if so, for what annual tonnage or percentage of the capacity of the Project?

Answer: See responses to Questions 1 and 4.
 - ii. To enter into, and enforce, a contract with each municipality that desires to contract for solid waste disposal and/or recycling services at the Project. If so, will that contract (i) contain a put-or-pay obligation on the part of the municipality, and/or (ii) require the municipality to adopt and enforce a municipal flow control ordinance compelling the

delivery of all Acceptable Solid Waste and Acceptable Recyclables generated within the municipality to the Project?

Answer: See responses to Questions 1 and 4.

- b. What rights would a Contractor have to contract directly with third parties for the delivery of Acceptable MSW and/or Acceptable Recyclables to the Project?

Answer: Contractor has full rights to contract directly with non MSA communities; restrictions with MSA communities are described in the Contract Principles, section 2.3.

18. The Phase II RFP provides that updates and clarifications of responses to the Phase I RFP can be made as part of a response to the Phase II RFP. In light of the changes in certain of the material assumptions to be made by a proposer from the Phase I RFP Documents to the Phase II RFP, and/or to address the responses provided in response to questions raised after the publication of the Phase II RFP, can a proposer modify the nature and scope of the Project from that provided in response to the Phase I RFP Documents as part of a new response to the Phase II RFP to better effectuate the goals of the Project as articulated in Section 1.1 of the Phase II RFP (including providing stable and competitive pricing for municipalities)?

Answer: Proposal is to be prepared in conformance with Phase II RFP instructions, unless otherwise noted. The Phase II RFP process includes responses to questions asked and clarifications made by DEEP to the Phase II RFP; hence, Proposals are to be made in conformance to those requirements. If a Proposer wishes to make a Proposal that differs in nature and scope from the above requirements, please raise a specific question or request clarification for that which you wish to propose, and DEEP will address that specific request at that time.

19. Regarding the issue of prevailing wages, we found the following, related to bids and RFPs <https://www.ctdol.state.ct.us/wgwkstnd/forms/prevwgf-options.htm> It states:

“For projects where the total cost is greater than \$100k, the state prevailing wage rate schedule is issued project specific ONLY to the Contracting Agency or Agent who is advertising the project for bid. These initial Rate Schedules are not posted and cannot be downloaded from the Department of Labor web site. Rate Schedules MUST be included in the Bid Documents/Bid Specifications at the time the project is advertised for Bid, and not provided later through an addendum. Please contact the Contracting Agency or their Agent to obtain the Rate Schedule. If the Contracting Agency does not provide the Rate Schedule, please call (860) 263-6542 to question if the project is covered under the state prevailing wage requirements.”

Based on the above language, can you please confirm whether CT-DEEP and/or MIRA intends to issue prevailing wage rate schedules? We will need this to support our pricing calculations.

Answer: DEEP will submit a request to obtain the Prevailing Wage Rates from the Department of Labor and will provide those to the Bidders. The Prevailing Wage Rates that are provided by DEEP shall be used by the Bidders in their final proposals submitted for the Phase II RFP.

Please note that a selection of current Prevailing Wage Rates by town (as of July 1, 2016) are available at: <http://www2.ctdol.state.ct.us/WageRatesWeb/>.

20. Under Appendix K, 11.4 – Contractor is required to provide a construction Performance Bond to secure construction of the Facility. Will this still be required if the proposer is not constructing a new facility?

Answer: Yes, both construction Performance Bond and operations Performance Bond will be required for new and modified facilities on MIRA owned property.

What if construction is on a privately owned site that is not owned by MIRA?

Answer: If the facilities are not on MIRA owned property no construction Performance Bond will be required.

- a. If a construction Performance Bond is necessary, will there be two separate bonds with the O&M bond period beginning upon completion of the construction Performance Bond? Our surety will need to know for capacity purposes if both bonds will be required at the same time for any portion of the project.

Answer: Please see response to question 11.

- b. Furthermore, will the O&M bond be an annual renewable bond?

Answer: Please see response to question 11.

21. 11.6 – Contractor is required to provide a LC in an amount of \$3,000,000. What's the purpose of LC? 11.5 already asks Contractor to provide a Performance Bond for O&M in the amount of full cost of annual operation.

Answer: Please see response to question 11.

22. 11.27 (i) states that MIRA intends to carry builder's Risk Insurance and expects Contractor to pay or reimburse MIRA for the cost. However, our umbrella insurance provides automatic builder's risk insurance coverage in the policy that is sufficient to cover this project. Will CT DEEP and/or MIRA grant an exception on this matter as all parties would benefit from not having to incur additional cost.

Answer: No, MIRA will not accept Builder's Risk Insurance carried by a Proposer.

23. What are the efficiency and pollution requirements along with the damage provisions (consequential or other damages tied to meeting acceptable standards-efficiency guarantees-)? Will CT DEEP and/or MIRA be able to cap these damages?

Answer: To be determined during contract negotiations

24. Has the Host City Fee been fully negotiated with the City of Hartford?

Answer: No. However DEEP has recommended a Host City Fee of \$4,000,000 for Proposal purposes, and the final fee is subject to further negotiation with the City of Hartford.

25. Is this a new fee or has it been in place for the past X years?

Answer: MIRA currently pays a Host City Fee to the City of Hartford of \$1,500,000 per year. That agreement has been in place since November 2013.

26. Can you please provide a copy of any/all agreements, including MOU's or LOI's with the City of Hartford?

Answer: See the Document entitled MIRA PILOT Agreement with City of Hartford included in the documents posted on DEEP's Resource Rediscovery website. See also the answer to Question 27 for a copy of the Municipal Services Agreement that MIRA expects to have in place with the City of Hartford beginning July 1, 2017.

27. Appendix K, Section 1.2, states that "any MSA may be terminated or cancelled during the term". Can you please provide a copy of the City of Hartford MSA so we can review the cancellation provisions and all terms and conditions of an actual MSA?

Answer: Section 1.2 of Appendix K refers to the Contractor acknowledging that MIRA's municipal services agreements may be terminated in certain circumstances (e.g., breach of contract, MIRA's tip fee exceeds the "Opt-Out").

Please see the document entitled Connecticut Solid Waste System Municipal Service Agreements Summary and Comparison of Key Terms included in the documents posted on DEEP's Resource Rediscovery website.

Please also see the document entitled Tier 1 LT MSA With Recycling – Template for FY2018 included in the documents posted on DEEP's Resource Rediscovery website.

28. Is there any variation in the MSA's with contracted towns? If yes, please provide examples or a schedule of variations.

Answer: There is variation in the MSAs depending on which type of contract the municipality entered into. See the Table entitled Connecticut Solid Waste System Municipal Service Agreements Summary and Comparison of Key Terms included in the documents posted on DEEP's Resource Rediscovery website.

29. Summary of MIRA Contract Terms and Conditions. Could you provide an updated version of this reflecting FY 2018 Disposal Fees and current Opt-Out Disposal Fees for all 5 MSA tiers?

Answer: See the Table entitled Connecticut Solid Waste System Municipal Service Agreements Summary and Comparison of Key Terms included in the documents posted on DEEP's Resource Rediscovery website.

30. Can you provide a schedule listing the annual CPI/adjustment factors applicable to the MSA Disposal Fees for the past 10 years.

Answer: MIRA does not use an annual CPI in setting its annual tip fee. The MIRA Board of Directors sets a tip fee each year based on projected operating expenses. See the Table entitled Historical Mid-Connecticut & CSWS MSW Tip Fees included in the documents posted on DEEP's Resource Rediscovery website. Please note that the opt-out level adjustment is formula-based and includes a CPI escalator. See also the answer to Question 94.

31. Have the annual adjustment factors and therefore adjusted Disposal Fees applicable to MSA's incorporated any increases in O&M or replacement costs and/or decreases in power related revenues over the past 10 years. If yes, please provide a schedule or listing of such.

Answer: Yes, MIRA's tip fees are established annually and are set at an amount necessary to provide adequate revenues (in addition to other revenues such as electric power sales, and recovered metal sales) to fund annual O&M and CAPEX expenses. MIRA's annual budgets are posted on its website.

32. If the MSA sample agreements accessible from this document have been updated, please advise and provide us links to the current MSA samples (i.e., the Tier 1 Long Term example MSA references CRR and a contract year 1 of 2012).

Answer: Please see the document entitled Tier 1 LT MSA With Recycling – Template for FY2018 included in the documents posted on DEEP's Resource Rediscovery website.

33. Does MIRA/DEEP anticipate that the project and contractor will continue to be bound by the in-place MSA's following the project's [Guaranteed] In-Service Date?

Answer: Yes.

34. Has MIRA had any discussions with the towns about revising Tier 1 MSA's to include put-or-pay provisions in connection with the RFP project?

Answer: Not since 2011 when the current contracts were developed. There was no community interest in pledging full faith and credit or agreeing to minimum tonnage commitments at that time. See also response to Questions 4 and 5 in Addendum #2.

35. List of Contracted Towns. Could you provide an update to this schedule with 2016 deliveries with the towns' MSA tier levels updated to reflect the potential renewal of Tier 1 Short Term MSA's (due to expire in 2017) as Tier 1 Long Term?

Answer: See response to Question 5 in Addendum #2

36. Does MIRA or DEEP have any budget projections for the Disposal Fee/Opt-Out Disposal fees per ton during the estimated 5 year period prior to the Project's [Guaranteed] In-Service Date? If yes, please provide.

Answer: MIRA has not projected its disposal fee for the next five years. MIRA's budget is established on an annual basis. When MIRA established its FY2018 budget in February 2017 the tip fee was set above the opt-out threshold; however, none of MIRA's municipal customers chose to "Opt-Out" of their agreement when the FY2018 tip fee was set. See also the Table entitled Connecticut Solid Waste System Municipal Service Agreements Summary and Comparison of Key Terms included in the documents posted on DEEP's Resource Rediscovery website.

37. MIRA budget post project. Can you please provide a description of the services and duties that MIRA anticipates continuing to perform, including staffing levels, following the [Guaranteed] In-Service Date?

Answer: MIRA's role and responsibilities following the Guaranteed In-Service date will depend on the specifics of the Proposal that is accepted, and are to be further negotiated in the Comprehensive Development Agreement. At a minimum they will include contract administration and support for feedstock acquisition. See also the response to Question 17 in Addendum 2.

38. Transfer Station Host Communities. Should we assume 3 or 4 TS Host Communities following the [Guaranteed] In-Service Date?

Answer: For planning purposes the bidder should assume three transfer station host communities following the [Guaranteed] in-service date.

39. Please provide copies of any existing TS [Transfer Station] Host Community agreements.

Answer: Please see the document entitled MIRA - Torrington Transfer Station Host Community Agreement included in the documents posted on DEEP's Resource Rediscovery website. The Host Community Agreements with the Towns of Essex and Watertown are identical.

40. If the project is to be owned by MIRA, will it be exempt from property taxes?

Answer: Yes.

41. Are there any CT statutes or regulations that allow equipment &/or materials purchased in connection with the proposed project to be exempt from sales taxes?

Answer: See Section 12-412 (92) of the Connecticut General Statutes. Proposers may also wish to consult with Connecticut Department of Revenue Services.

42. Section 6. Pricing (and Appendix E), of the Proposal Submission Instructions requests a net present value (NPV) of the annual projected cash flow. Please provide a discount rate for such NPV calculation.

Answer: For Proposal purposes, assume a discount rate of 6%.

43. Should the annual projected cash flow used as the basis for such calculation take into account all project capital costs including costs incurred prior to the [Guaranteed] In-Service Date?

Answer: Yes. The annual projected cash flow should include all projected costs as well as revenues, including those incurred prior to the Guaranteed In-Service Date.

44. Should the annual projected cash flow for the project be on an unlevered basis, or net of financing costs or both resulting in potentially 3 different NPV calculations?

Answer: The approach for private financing is up to the Proposer. The annual projected cash flow should take into account any cost of financing.

45. Appendix G. Environmental Assessment, please clarify whether our assessment (i.e., Tables in A-D) should reflect MSW only or MSW + recyclables and whether or not we should compare the Phase 1 tonnage or Phase 2 tonnage against the CSWS RRF?

Answer: The values in the tables of Appendix G were not intended to include source-separated recyclables that are collected separately from the MSW. The mass flow diagram requested in the instructions above Table A of Appendix G should include the weight of those source-separated recyclables.

The values in the tables A-D should reflect an incoming MSW tonnage of 698,063 TPY.

46. Appendix G. Environmental Assessment, "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." Please note that, in case our solution includes production of Process Engineered Fuel (PEF) which includes the biogenic portion of incoming waste, and such PEF is then combusted at cement plant as an alternative to fossil fuels, then this would lead to significant reduction of greenhouse gas emissions (which can be quantified). In case the aforementioned adjustment due to avoided emissions in the Air Emissions Table is not allowed, and given the importance placed by DEEP and MIRA in accurately reflecting the relative GHG reductions from each proposer's business process and complete on- and off-site mass and energy balance, please advise how such reduction can be taken into account in the assessment of our proposal. Please note that the "qualitative assessment" implied according to the narrative in Table D "Other Attributes", does not necessarily apply here, given that relevant emissions reduction from displacing fossil fuels, can be quantified in a reliable, science-based manner.

Answer: In a narrative section that can be inserted below Table B of Appendix G, environmental benefits that might result from avoided off-site emissions can be described both qualitatively and quantitatively.

For the purposes of GHG emission comparison, proponents should look at 100% of emissions "out the stack" for both 1) the fossil fuel alternative and 2) the combination of fossil fuel and PEF alternative.

47. Appendix G. Environmental Assessment, Table D, please confirm the row "Electricity produced **offsite** (MWhs)" can be amended to read "Electricity or Thermal Energy produced offsite (MWhs)" as our solution includes production of Process Engineered Fuel, which is combusted at a cement plant, producing valuable thermal energy, while displacing fossil fuels.

Answer: As noted in the instructions on the first page of Appendix G, "If additional rows are needed to capture relevant inputs/outputs, please add rows and descriptors as necessary in the tables below."

Rather than amending existing rows, please add additional rows to capture Thermal Energy produced offsite. If MWhs are used as the units for this output, please provide documentation noting how MMBTUs were converted to equivalent MWhs.

48. It is not entirely clear how any incremental costs will be calculated during the period when modifications to the facilities cause an interruption to MIRA operations. For example, if MIRA can divert MSW from the transfer stations to other landfills/incinerators on an interim basis at the same cost as the existing system does that mean there is no impact on the contractor?

Answer: MIRA must be “made whole” during any diversion of MSW from the facility as a result of an interruption in MIRA’s operations due to any activities by the Contractor. Section 1.1 of the Contract Principles has been revised to reflect this and is presented below. In order to be “made whole” MIRA must be reimbursed for the entire cost of diverting each ton of MSW less any cost reductions realized by MIRA in maintaining the WPF and PBF facilities. This would include the cost of MIRA maintaining the WPF and PBF during the interruption, the full cost of transportation and disposal of each ton of MSW diverted to an alternate facility (not just the cost in excess of MIRA’s tipping fee), as well as the lost revenue resulting from the lost opportunity to generate electric power from the combustion of each diverted ton of MSW, less any cost savings realized by MIRA for management of Acceptable MSW and Recyclables during said interruption. MIRA currently generates approximately 618 kWh per ton of MSW (gross). Any tip fee revenues received during periods of diversion will remain with MIRA to cover the fixed costs for operating and maintaining the CSWS facilities. Reimbursement to MIRA of costs associated with any diversions will be negotiated as part of contract negotiations.

Alternatively, Proposers can propose to transport and dispose Acceptable MSW and Acceptable Recyclables if an interruption occurs, in such case being responsible for associated costs. In that instance, Proposers would also be responsible for payment to MIRA of any fixed costs necessary for MIRA to maintain the WPF and PBF facilities during the interruption, as well as any lost revenues associated with any diversions.

1.1 Commitment to Accept Acceptable MSW and Acceptable Recyclables

Contractor will accept, process and dispose of, in accordance with the terms hereof, all Acceptable MSW and Acceptable Recyclables delivered to the Facility, pursuant to the terms of the Contract following the Guaranteed In-Service Date. (As stated in the body of the RFP, for Proposal purposes, it should be assumed 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 all costs incurred by MIRA less any cost savings resulting from MIRA operations, and reimbursement to MIRA of any lost revenue, for transfer and management/disposal of Acceptable MSW and Acceptable Recyclables during any time that the Contractor causes an interruption in MIRA operations due to the modification of existing Facilities or the construction of new facilities. This would include the full cost of transportation and disposal of a ton of MSW to an alternate facility, as well as the lost revenue resulting from the lost opportunity to generate electric power from the combustion of each diverted ton of MSW, less any variable cost savings realized as a result of not having to manage the ton of MSW (e.g., a reduction in ash generation); it would also include the full cost of transportation of Acceptable Recyclables to an alternate facility, any tip fee charged by the alternate facility, and reimbursement of lost revenue as a result not selling the recovered recyclables to the commodities market. An earlier start date for Contractor assuming

responsibility for managing Acceptable MSW and Acceptable Recyclables may be considered. If Proposer proposes an earlier start date, Proposer is to provide pricing and a schedule for both alternatives.)

49. Alternatively, if MIRA can divert some tonnage at a lower cost than the current system, could those savings be offset against tonnage that goes out at a higher cost?

Answer: See the response to Question #48.

50. Please provide the total all-in cost for tonnage at each transfer station and the Hartford facility to allow us to anticipate the likely cost differentials.

Answer: Please see the document entitled CSWS Division FY2018 Budget BOD Final included in the documents posted on DEEP's Resource Rediscovery website. See also the response to Question 83.

51. APPENDIX B - PROPOSAL SUBMISSION INSTRUCTIONS. "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)." Please clarify that reference to "maintenance activities" only refers to major asset renewals, and not routine maintenance or other such activities ordinarily performed by the O&M party.

Answer: It is DEEP's understanding that prevailing wage compliance is only required for construction activities and major asset renewals/replacements, not ongoing or routine O&M activities.

52. As provided in the RFP, the Proposer has to submit along with its proposed firm pricing schedule an accompanying "Pro Forma" which includes all project costs such as development costs, financing costs, etc. Please confirm that it is acceptable to assume that the development costs are for the current year, 2017, and we can assume appropriate CPI adjustments from 2017 through the year that construction commences?

Answer: Yes.

53. Additionally, please confirm the same CPI adjustment could apply for O&M costs from the proposal date through the [Guaranteed] In-Service Date year?

Answer: Yes.

54. With regard to financing costs, is it acceptable to assume that the contractor would be permitted to adjust the disposal tip fee for interest rate changes from the proposal date through the project's financial close date?

Answer: Yes, provided that the Proposer demonstrates with its Proposal that the proposed rate is currently viable. Such demonstration would be provision of a letter(s) from any equity partners or lenders attesting to the proposed rates.

55. Is it reasonable to assume that the contract may include standard step-in rights for lenders?

Answer: Yes.

56. Is it also reasonable to assume that DEEP will permit the required Letter of Credit and Construction/Performance Bonds to allow for multiple beneficiaries (primary beneficiary the Contracting Authority, second beneficiary the lenders, third beneficiary the project company – as the case might be)?

Answer: MIRA will be the sole beneficiary of the Letter of Credit. Otherwise, it is reasonable to assume that there might be multiple beneficiaries on the Construction/Performance Bond.

57. Please clarify the role and the selection process of the Independent Engineer (variably called “MIRA’s Independent Engineer”, “MIRA’s independent inspecting engineers” and “inspecting engineer” within the tender documents), and whether the related costs are to be borne by the Contractor or MIRA. Please note that, especially to the extent such Independent Engineer is to certify successful construction completion on behalf of MIRA (as it is also implied by the definition of “Guaranteed In-Service Date”), it is standard practice (and would also enhance bankability of the project) that its terms of reference are agreed with the Contractor, who should also be a party to the relevant agreement.

Answer: MIRA will select and solely contract with the Independent Engineer. The Independent Engineer will represent MIRA’s interests. The Contractor will reimburse MIRA for the cost of the Independent Engineer. For the purposes of the Proposal do not include the cost of an Independent Engineer in your tip fee calculations.

58. Table Q5-1. Do the tip fees in this table include Host City fees? In what amount?

Answer: Yes. The tip fee in Table Q5-1 includes the Host City Fee that MIRA makes to the City of Hartford in the amount of \$1,500,000 per year.

59. Do the existing MSA’s allow for the Host City fees to be passed through as part of a tip fee increase following the [Guaranteed] In-Service Date of the proposed project?

Answer: The cost of any Host City Fee that the Contractor is obligated to pay will be an expense of the Contractor, and presumably would be reflected in the tip fee that the Contractor establishes with its various customers, including MIRA.

60. Could you provide a schedule listing all of the haulers with agreements and their annual tonnage delivered in CY 2016 referenced in table Q5-1?

Answer: See the Table entitled MIRA CY2016 MSW deliveries from Private Waste Hauling Customers, included in the documents posted on DEEP’s Resource Rediscovery website.

61. Have you ever sought long term contracts previously with the haulers? Please provide a copy of a representative Hauler Agreement.

Answer: MIRA has discussed the possibility of longer term contracts with its waste haulers in the past. The response MIRA has received is that the haulers are not interested in entering into long term contracts. Please see the document entitled FY 2018 Large Hauler Agreement – Template (representative hauler agreement) included in the documents posted on DEEP’s Resource Rediscovery website.

62. Could you provide a schedule listing all of the Interruptible Contract Waste Agreement entities and their annual tonnage delivered in CY 2016 referenced in table Q5-1?

Answer: See the Table entitled MIRA CY2016 MSW Deliveries of ICW by Customers, included in the documents posted on DEEP's Resource Rediscovery website.

63. Can you please provide details (annual \$ for CY 2016, based on what generation amount sold at what price and resulting in annual net income of \$X, etc.) of the "revenue subsidy from the operation of MIRA's Jet Turbine Facility" that results in a tip fee reduction to the Agreement based delivered tonnage? If you have an agreement with the Jet turbine facility, please provide a copy.

Answer: Please see the document entitled CSWS Division FY2018 Budget BOD Final included in the documents posted on DEEP's Resource Rediscovery website. This is MIRA's FY 2018 adopted CSWS budget presentation that was provided to MIRA's Board of Directors and the public. Deficit funding is shown on page 5. The \$9.97 million from the tip fee stabilization fund represents FY 2018 income from MIRA's Property Division which is used to subsidize the tip fee (the funds are primarily, but not exclusively, from the Jet Turbine Facility revenues).

Operational and financial details regarding MIRA's Jet Turbine Facility (including contracts associated with operations or power sales) will not be provided as this activity and facility will not be managed by the Contractor, and is outside the scope of the RFP. At this time, it is anticipated that the Jet Turbine Facility will not be operational beyond 2022.

64. Table Q5-2. Can you provide an explanation of why the overall tonnage is estimated to decline by ~8,000 tons per year from CY 2016 to FY 2018?

Answer: The estimated tonnage declines because MIRA has assumed less tonnage will be processed at the RRF in FY2018 compared to CY 2016, due to expected lower RRF facility performance.

65. Please provide details about the potential new tenant? Industry, proposed type of facility, status of negotiations, power requirements, heat requirements, # of employees, product to be manufactured, etc.

Answer: At this time, DEEP is lacking specific, publicly-available details to respond to this question. We are aware that the potential tenant is a wholesale produce distributor.

66. Could you provide contact information from the potential new tenant so we may discuss some mutually beneficial site planning alternatives along the eastern edge of their proposed leased site area?

Answer: At this time, DEEP is lacking specific, publicly-available details to respond to this question.

67. Status of those lease negotiations?

Answer: Ongoing.

68. Is their potential leased site area fixed as set forth on Exhibit M?

Answer: Yes.

69. Is there any flexibility as to the actual leased site area?

Answer: For the purposes of the Proposal, assume the site is as shown in Exhibit M.

70. We would like to develop new facilities on the site area which appear to be former coal storage areas, now ponds. Would MIRA bear the cost of cleaning up the existing site areas to provide new development area and retain environmental liability related to prior activities in any such areas?

Answer: MIRA will not bear any costs associated with cleaning up existing site areas to provide new development area. MIRA would retain liability for preexisting contamination in such areas. The details will be established at the time MIRA negotiates the agreement with the Preferred Proposer.

71. Is it possible to develop the portions of the site area west of the WPF shown as swamp/wetlands on the City of Hartford Assessor Maps 329 & 330 (attached)?

Answer: The Department has not made this evaluation. Any approvals for such use would be the responsibility of the Contractor.

72. What if any assumptions can be made about the condition of the sites at the time of transfer to the new Operator (e.g., paving,).

Answer: For Proposal purposes, assume current as-is conditions with allowance for normal wear and tear. MIRA has no current plans for significant site changes.

73. What will be required in order to remove the coal in the old storage area and to drain the water in the Bio pond and then eventually backfill this area for the new proposed structures. Will there be any DEEP requirements and or permits that will be required.

Answer: The Proposer would have to prepare the site for construction and seek all applicable permits from DEEP. MIRA has not determined what, if any, remediation measures might need to be undertaken in this area.

74. Would it be acceptable to push the berms back into the lined hole with anticipation of building a new structure above this area?

Answer: With respect to stormwater management, the lined coal storage area/coal pond currently serves as a detention basin for stormwater run-off from the roof of the Power Block Facility and from paved areas outside the PBF. There are currently no discharges from this lined area – the collected water is used as scrubber make-up water in the PBF's air pollution control system. Therefore, any modifications to the coal storage area/coal pond and/or its berms must include provisions for the continued management of stormwater run-off in compliance with applicable Federal, State and Local regulations, which may include, but not necessarily be limited to, the U.S. Army Corps of Engineers, DEEP, and the Greater Hartford Flood Commission.

With respect to subsurface contamination, the coal pond and its berms serve to render underlying contaminated soil as "inaccessible." MIRA intends to record an Environmental Land Use Restriction

(ELUR) in accordance with the State's Remediation Standard Regulations in the near future in order to complete site remediation. After the ELUR is recorded, any disturbance of the coal storage area/coal pond and/or its berms will first require an application to DEEP for release of the ELUR. The granting of such release would be predicated on the soil management protocols proposed to be employed during and after construction, as well as on the final restoration of the site such that it will continue to comply with requirements of the Remediation Standard Regulations.

75. On the berm that is south of the pond there are several trees that appear to have protection around their trunks as they may have been back filled around when the storage area was made. These trees are north of the road where the ash loadout scale is located. If the new project requires that these tree have to be removed what steps would we have to go thru to?

Answer: The "tree wells" were installed when clean backfill material was placed over the berm to render contaminated subsurface soils "inaccessible." If the trees are removed, then the underlying contaminated soil could be exposed. Therefore, after the ELUR is recorded, removal of the trees will first require an application to DEEP for release of the ELUR. The granting of such release would be predicated on the soil management protocols proposed to be employed during and after tree removal, as well as on the final restoration of the site such that it will continue to comply with requirements of the Remediation Standard Regulations.

76. Also, the retaining wall near the ash loadout scale would also have to be removed as part of the new proposed design. This would be needed for equipment access into and out of the new structure that would be built at the storage and berm areas. Will this be acceptable?

Answer: Contaminated soil is present behind and underneath the retaining wall. Therefore, after the ELUR is recorded, removal of the retaining wall will first require an application to DEEP for release of the ELUR. The granting of such release would be predicated on the soil management protocols proposed to be employed during and after retaining wall removal, as well as on the final restoration of the site such that it will continue to comply with requirements of the Remediation Standard Regulations.

77. What will the condition will the plant be in upon turnover? E.g. will the plant be sanitized, etc. of all garbage residue, etc.?

Answer: The plant will not be sanitized of all garbage residue. For Proposal purposes, assume current as-is conditions with allowance for normal wear and tear, as well as allowance for ongoing major maintenance investments necessary to maintain operations.

78. Will MIRA or the contractor be responsible for disposal of any contaminated soils encountered?

Answer: The Contractor will be responsible if such contaminated soils are disturbed or made accessible by the Contractor.

79. Are there any restrictions on operating hours and days for the CSWS Recyclable facility on Murphy Road?

Answer: Yes. See the document entitled MIRA - Recycling Facility Solid Waste Permit, included in the documents posted on DEEP's Resource Rediscovery website.

80. Is ReCommunity obligated to maintain all of the equipment in new condition through the end of their operating contract term?

Answer: ReCommunity is obligated to maintain all of the equipment in accordance with the highest industry standards to the end of the term.

81. Can you please provide a copy of the ReCommunity operating contract?

Answer: See the Document entitled Operation – Maintenance & Commodity Marketing Services Agreement, included in the documents posted on DEEP’s Resource Rediscovery website.

82. What if any assumptions can be made about the condition of the facilities at the time of transfer to the new Operator (e.g., concrete tip floors, overhead doors, roofs).

Answer: See the Response to Questions #72 and #77.

83. Can you provide updated operating information for the Transfer Stations including tonnages and operating costs?

Answer: The quantity of MSW and Recyclables shipped from each of MIRA’s transfer stations from July 1, 2016 through June 16, 2017 (50 of 52 weeks in FY2017) is presented in Table Q83-1 below.

Table Q83-1				
Outbound 7/1/2016 - 6/16/2017				
	Essex TS	Torrington TS	Watertown TS	Total
MSW	55,187.25	45,188.88	101,931.56	202,307.69
Recycling	7,987.34	7,831.18	5,846.93	21,665.45
Total	63,174.59	53,020.06	107,778.49	223,973.14

Transfer Station O&M costs are provided in the document entitled MIRA Transfer Station Budgeted O&M Expenses – FY2017, included in the documents posted on DEEP’s Resource Rediscovery website.

Regarding transportation costs, in April 2017 MIRA paid its transfer station operators the following per ton costs to ship MSW and Recyclables to MIRA’s facilities in Hartford, CT.

*Essex Transfer Station: MSW = \$13.13/ton; Recyclables = \$20.27/ton
 Torrington Transfer Station: MSW = \$11.57/ton; Recyclables = \$22.11/ton
 Watertown Transfer Station: MSW = \$13.00/ton; Recyclables = \$20.14/ton*

These per ton transportation costs fluctuate very slightly each month based on the price of diesel fuel as published in a regional fuel price index.

See also the answer to Question 50.

84. Can you provide the existing headcount of the Hartford facility, and plans and locations of the existing locker rooms and break rooms that service this population.

Answer: The existing headcount of NAES employees at the Hartford Resource Recovery Facility is +/- 115 individuals. There are locker rooms and break rooms in both the WPF and the PBF.

85. Can you provide any plans or condition reports for the rail siding located behind the Hartford single stream MRF.

Answer: The rail siding behind the recycling Facility is shown on the site plan, a copy of which is posted on the Resource Rediscovery website, here: [Addendum 2 -- Process Diagram, As-Built Drawings, Equipment List, and Facility Layout for MIRA Facility at 211 Murphy Road](#). There are no condition reports available.

86. Please provide copies of any regulated building material surveys conducted at the PBF and WPF. We understand a portion of the PBF Turbine Hall (circa 1930s or 1940s) may contain such materials as lead based paint, asbestos, etc. and that a portion of the east exterior face of the PBF was remediated in the vicinity of a former mercury vapor boiler system.

Answer: In 2012 MIRA surveyed an area in the northwest corner of the turbine hall associated with a stairway, elevator and several offices. The area was remediated in 2013. Please see the document entitled [NU Building Hazmat Survey Report](#) and the document entitled [NU Building Hazmat Abatement Closeout Report](#) included in the documents posted on DEEP's Resource Rediscovery website. The materials that were remediated included mold and lead paint. This area is not in the turbine hall proper, but in an area of former offices located adjacent to the turbine hall. The offices have not been used since CY2001.

There was a section of the PBF building that historically housed a mercury boiler. This section of building was removed and the area remediated in the early 2000s.

87. Please confirm whether water from the Coal Pond (retention basin) used for scrubbing at the PBF incinerator is included in the existing Water Usage and Discharge table shown in the Phase II RFP (page 56). How much water from the Coal Pond is pumped to the PBF for scrubbing on a monthly or annual basis?

Answer: Water in the coal pond used for scrubber make-up water is not included in the table on page 56 of the Phase II RFP. Water used from the coal pond is not measured.

88. What specific role/responsibility, if any, will TRC have in terms of soil management (handling/disposal costs) if environmentally impacted soil at the WPF or PBF site is disturbed during project development?

Answer: TRC will not have any role or responsibility in managing impacted soil.

89. In Appendix K, item 5, and for financing purposes, will MIRA facilitate the issuance of tax exempt PABs for any Facility improvements, including assisting in obtaining volume cap from the State, if required?

Answer: MIRA will provide support to the Contractor related to its efforts to secure Private Activity Bonds (PABs), but cannot guarantee that volume cap from the State will be available, if required, nor can MIRA guarantee the issuance of tax-exempt PABs for any Facility improvements.

90. In Appendix K, item 11.6, could you specify what does this letter of credit cover and in what circumstances may it be drawn by MIRA?

Answer: See the response to Question #11 in Addendum 2.

91. In Appendix K, item 11.8, The time periods triggering uncontrollable circumstances termination should be longer and it needs to be stated what happens if MIRA terminates in this event. Do they have an obligation to repay the Proposer's undepreciated investment?

Answer: Proposers have the ability to take exception to Appendix K and provide alternative language for DEEP/MIRA consideration.

92. In Appendix K, item 11.10, same comment than question number 6 [question number 91 above] on change of law.

Answer: See the response to question #91.

93. In Appendix B, Section 6, in order to calculate the net present value of the annual project cash flow. Please specify which cash flow should be used to calculate it and also the rate to discount it.

Answer: The net present value should be based on the annual cash flow of the payments by MIRA and other customers to the Contractor for receipt of Acceptable MSW and Acceptable Recyclables. Please note that all project costs and revenues should be considered when establishing the tip fees. For Proposal purposes, assume a discount rate of 6%.

94. Would it be possible to get the tip fee history at the Mid-Con facility over the last 10 years?

Answer: See the Table entitled Historical Mid-Connecticut & CSWS MSW Tip Fees included in the documents posted on DEEP's Resource Rediscovery website.

95. It's our understanding that the Hartford facility recently filed a 10-year maintenance plan with the state of CT DEEP. Could you provide the 10 years - maintenance Plan for the Resource Recovery Facility, including EFOR data for each unit?

Answer: It is not clear what is being requested. Please provide more specificity/detail in order to allow DEEP to issue a response.