



**REQUEST FOR QUALIFICATIONS
("RFQ")**

FOR

**ENGINEERING, CONSULTING AND
POWER-PRODUCT PROFESSIONAL SERVICES
(RFQ Number 16-OP-002)**

**STATEMENT OF QUALIFICATIONS DUE DATE
MARCH 24, 2016**

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

February 10, 2016

REQUEST FOR QUALIFICATIONS
For
ENGINEERING, CONSULTING AND
POWER-PRODUCT PROFESSIONAL SERVICES

(RFQ Number 16-OP-002)

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

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**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING, CONSULTING AND
POWER-PRODUCT PROFESSIONAL SERVICES**

SECTION 1

**NOTICE TO FIRMS –
REQUEST FOR QUALIFICATIONS**

REQUEST FOR QUALIFICATIONS (AND INSTRUCTIONS FOR SUBMITTERS)

ENGINEERING, CONSULTING AND POWER-PRODUCT PROFESSIONAL SERVICES

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1. Introduction

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

MIRA is seeking “statements of qualifications” (SOQ’s) from one or more qualified firms (or individuals) to provide certain engineering, consulting, and power-product professional services for MIRA as specified in the RFQ Package Documents from time to time as specifically requested by MIRA from July 1, 2016 through June 30, 2019, including:

- i. General Engineering
- ii. Resource Recovery And Energy From Waste
- iii. Power Product Marketing, Procurement And Consulting Services
- iv. Recycling
- v. Solid Waste Systems
- vi. Environmental Consulting & Engineering Services

Firms may submit SOQs for any one, all or a combination of the above listed categories of services. At its sole discretion, MIRA may choose one or more separate firms to provide services for each of the categories.

Additional details about the services are included in **Section 7 of this Request For Qualifications (Section 1 of the RFQ Package Documents)**.

Services will be provided only at the specific request of MIRA, pursuant to a Request For Services, additional details about which are included in **Section 7 of this Request For Qualifications (Section 1 of the RFQ Package Documents)** and will be compensated in accordance with the rates established in the Agreement(s), if any, that results from this RFQ process.

Information about the form of Agreement that MIRA expects to sign with the successful Respondent(s) is included in **Section 6 of this Request For Qualifications (Section 1 of the RFQ Package Documents)**.

2. RFQ Schedule

The following is the schedule for the RFQ process:

ITEM	DATE
RFQ Documents Available	Wednesday, February 10, 2016
Deadline for Written Questions	3:00 p.m., Thursday March 10, 2016
Response to Written Questions	No Later Than Friday, March 18, 2016
SOQs Due at MIRA	3:00 p.m., Thursday, March 24, 2016
Interviews with Selected Firms	MIRA reserves the right to request additional follow-up information from Respondents after the SOQ due date, including requesting Respondents to attend a meeting/interview at MIRA's offices in Rocky Hill or Hartford , Connecticut to discuss their qualifications.
Selection and Notice of Award Issued	Pending approval by the MIRA Board of Directors (expected to be presented to the Board for approval at the May Board Meeting).
Effective Date of Agreement	July 1, 2016

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

3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the SOQ due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Engineering, Consulting And Power-Product Professional Services Agreement (the "Agreement");
 - (2) RFQ Package Documents (defined in (f) below);
 - (3) Addenda;
 - (4) Firm's SOQ (including all documentation attached to or accompanying such SOQ, all other documentation submitted in connection with such SOQ, and all post-SOQ documentation submitted prior to the Notice Of Award);

- (5) Notice Of Award, with Contractor's Certification Concerning Gifts and Affidavit Concerning Consulting Fees attached [to be executed by successful firm]; and
 - (6) Any written amendments to the Agreement.
- (c) **Respondent:** A firm or individual who submits an SOQ in response to this RFQ.
- (d) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (e) **Notice Of Award:** Written notification from MIRA to the apparent successful Respondent(s) that states that MIRA has accepted such Respondent's SOQ and sets forth the remaining conditions that must be fulfilled by such Respondent before MIRA executes the Agreement.
- (f) **RFQ Package Documents:**
1. Request For Qualifications (And Instructions To Submitters);
 2. Notice Of Interest Form;
 3. Required Statement of Qualification Forms;
 - 3.1. Statement Of Qualifications Form;
 - 3.2. Business Information Form;
 - 3.3. Payment Rate Schedule Form;
 - 3.4. Category-Specific Personnel Background And Experience Form(s);
 - 3.5. Business Disclosure Form
 - 3.6. Affidavit Concerning Nondiscrimination;
 - 3.7. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 - 3.8. Background Questionnaire
 - 3.9. Acknowledgement of Notice Of Campaign Contributions And Solicitation Limitations
 - 3.10. Insurance Exception Form
 4. (Form of) Engineering, Consulting And Power-Product Professional Services Agreement, including Exhibits A- J thereto:

Terms used, but not defined, in this Request For Qualifications shall have the same respective meanings assigned to such terms in the Agreement.

4. Availability Of RFQ Package Documents

Complete sets of the RFQ Package Documents may be obtained on the World Wide Web as per the schedule set forth in **Section 2 of this Request for Qualifications (Section 1 of the RFQ Package Documents)** at:

<http://www.ctmira.org> on the “Current Bids, RFP and RFQ” page, under the “Business Links” section of the website. The RFQ documents can be accessed by selecting the link titled: “RFQ: Engineering, Consulting, And Power-Product Professional Services”.

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

The RFQ Package Documents are also available Monday through Friday, from 8:30 a.m. to 4:30 p.m. at MIRA’s offices, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut, 06067, beginning on the same date. Anyone intending to pick up the documents at MIRA’s offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$35.00 for anyone picking up the documents at MIRA’s office. Payment should be made by check to “Materials Innovation and Recycling Authority.”

5. Notice Of Interest

MIRA encourages prospective firms to submit a Notice Of Interest Form to MIRA as early as they can (**Section 2 of the RFQ Package Documents**). While submittal of a Notice Of Interest Form is not mandatory, MIRA will use the information provided on the forms to notify interested firms about the availability of Addenda and any other information related to this RFQ. Instructions for submitting the Form are included on the Form.

6. Form of Agreement

The form of the Agreement that MIRA intends to sign with successful Respondents is included in this RFQ as **Section 4 of the RFQ Package Documents**.

The term of the Agreement shall be from **July 1, 2016 to June 30, 2019**.

While it intends to enter into an agreement with one or more selected Respondents, MIRA makes no guarantees that any SOQ will result in an Agreement. Further, MIRA reserves the right to reject any or all SOQ submissions and to award any Agreements in a manner deemed to be in its best interests.

The terms and conditions of the Agreement (Section 4 of the RFQ Package Documents), as attached, are non-negotiable, other than as set forth on the Insurance Exception Form (Section 3.10 of the RFQ package documents).

7. Scope Of Services

The categories of Services to be performed under the Agreement are more particularly described in **Exhibit A** of the Agreement. Specific instructions about how the Services are to be performed are included in the Agreement.

MIRA will assume that a respondent to this RFQ is willing to perform only the Categories of Services that are selected by the respondent on the Statement Of Qualifications Form in the respondent's SOQ.

MIRA does not set a limit on the number of contracts that will be awarded in any particular Category Of Services. MIRA selects the firms that MIRA has determined, based on the SOQs submitted in response to the RFQ, are well qualified to provide the types of services specified for each Category Of Services and with whom MIRA has determined it would be in MIRA's interest to have available to do particular work in the Category when and if a need for such work arises.

MIRA makes no guarantee that it will enter into an Agreement with a Respondent for all categories that the Respondent included in its SOQ.

Specific services will be provided under the Agreement only pursuant to a Request For Services for such services. When MIRA identifies specific services to be performed by an Engineering, Consulting And Power-Product Professional Services consultant, it may, at its sole and absolute discretion, require that one or more of the successful Respondents provide a detailed "scope of services" and estimates of the costs and time to perform such services. If MIRA chooses to have a successful Respondent perform such services, the successful Respondent will execute a Request For Services for such services in the form specified in **Exhibit B** to the Agreement.

MIRA does not guarantee to any Respondent with which it enters into a contract pursuant to this RFQ any work.

8. Reserved Rights

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

- (a) To reject any and all Statements of Qualifications, or any part(s) thereof, and/or to waive any informality or informalities in any of the SOQs or the process for the RFQ, if such rejection or waiver is deemed in the best interests of MIRA;
- (b) To enter into an agreement with an SOQ respondent for some but not all of the categories for which respondent submitted an SOQ.
- (c) To republish this RFQ after having rejected any or all of the statements of qualifications; and
- (d) To supplement, amend, or otherwise modify or cancel this RFQ with or without substitution of another RFQ;

- (e) To provide supplemental information only to prospective Respondents who submit a mandatory Notice of Interest Form;
- (f) To issue additional or subsequent solicitations for Statements of Qualifications;
- (g) To conduct investigations of the Respondents and their Statements of Qualifications;
- (h) To clarify the information provided pursuant to this RFQ;
- (i) To request additional evidence or documentation to support the information included in any Statement of Qualifications;
- (j) To terminate this RFQ process at any time prior to the execution of any Agreement.

9. Communications With MIRA Staff and Board Members

Except as otherwise authorized by this Request For Qualifications, during the period while the RFQ process is active (i.e., from the date MIRA issues the RFQ until the date the successful firm accepts the Notice Of Award), firms and individuals contemplating or preparing SOQs are prohibited from contacting MIRA staff or MIRA Board of Director members in an ex parte manner to discuss the RFQ submission process. A firm's SOQ shall be rejected if any of the foregoing ex parte communications take place.

10. Addenda And Interpretations

MIRA may issue Addenda to the RFQ Package Documents that shall, upon issuance, become part of this package and binding upon all potential or actual Respondents for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Respondents.

Any request for interpretation or clarification of any documents included in the RFQ Package Documents must be **submitted in writing to Roger Guzowski, by e-mail (rguzowski@ctmira.org), by fax [(860) 757-7742], or by correspondence (MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut, 06067). To be given consideration, any such written request must be received by MIRA as per the schedule set forth in Section 2 of this Request for Qualifications.**

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 5 above) or who picked up or requested from MIRA a printed copy of the RFQ Package Documents no later than three (3) business days before the SOQ due date. Such addenda will also be posted on MIRA's website (<http://www.ctmira.org>) on the "Current Bids, RFP and RFQ" page, under the "Business Links" section of the website). Addenda related to this RFQ can be accessed by selecting the link titled: "RFQ: Engineering, Consulting And Power-Product Professional Services".

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

11. SOQ Submittal Procedures

Sealed SOQs shall be submitted as per the schedule set forth in Section 2 of this Request for Qualifications at the offices of MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut, 06067, Attn: Roger Guzowski. MIRA reserves the right to reject SOQs received after the time and date set forth therein.

Each Respondent must submit one (1) original and four (4) copies of its SOQ. The original SOQ shall be stamped or otherwise marked as such.

Each SOQ (the original and four copies) shall be enclosed in a sealed envelope that shall be clearly marked "Statement Of Qualifications For Engineering, Consulting And Power-Product Professional Services."

SOQs shall remain open and subject to acceptance for one hundred twenty (120) days after the SOQ due date.

No joint SOQs shall be accepted. Subcontractors may be acceptable subject to MIRA approval.

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

12. SOQ Contents

SOQs shall be submitted on forms provided by MIRA in **Section 3 of the RFQ Package Documents**, all of which forms must be completed with the appropriate information required and all blanks on such forms filled in.

An SOQ must consist of the following and must be in the following order:

- (a) Title page, including the title of the solicitation, the name of the firm and the date the SOQ is submitted;
- (b) Cover letter, signed by a person authorized to commit the firm to the contractual arrangements with MIRA, which includes the following:
 - (1) The name of the firm;

- (2) A clear statement indicating that the attached SOQ constitutes a firm and binding offer by the Respondent to MIRA considering the terms and conditions outlined in the RFQ; and
 - (3) The Respondent's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 15.2 of this Request For Qualifications);
- (c) Table of Contents;
 - (d) The completed Statement Of Qualifications Form (Section 3.1 of the RFQ Package Documents), with each Category of Services for which the Respondent wishes to be considered indicated in the appropriate place (Page 1), Addenda, if any, listed in the appropriate place (Page 3), the name and address of the contact for Notices listed in the appropriate place (Page 6) and the completed agreement section (Page 7);
 - (e) The completed Business Information Form (Section 3.2 of the RFQ Package Documents) in printed format;
 - (f) The completed Rate Schedule Form for each category of Services for which the Respondent wishes to be considered (Section 3.3 of the RFQ Package Documents);
 - (g) A completed Personnel Background And Experience Form for each category of services for which the firm wishes to be considered (Section 3.4 of the RFQ Package Documents);
 - (h) A completed Business Disclosure Form (Section 3.5 of the RFQ Package Documents);
 - (i) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 3.6 of the RFQ Package Documents), with the Respondent's most recent EEO-1 data attached if the Respondent wishes such data to be considered in the evaluation of its SOQ;
 - (j) The completed Affidavit Concerning Nondiscrimination (Section 3.7 of the RFQ Package Documents)(subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
 - (k) The completed Background Questionnaire (Section 3.8 of the RFQ Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
 - (l) The completed and signed Acknowledgement of Receipt of Notice of Campaign Contribution and Solicitation Limitation (SEEC Form 10)(Section 3.90 of the RFQ Package Documents);

- (m) The completed Insurance Exception Form (Section 3.10 of the RFQ Package Documents).
- (n) A copy of the Respondent's up-to-date certificate of insurance showing all current insurance coverage.

Respondents should not include in their statements of qualifications other portions of the RFQ Package Documents (e.g., this Request For Qualifications or the Agreement).

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

13. SOQ Opening

SOQs will be opened at MIRA's convenience on or after the SOQ due date.

MIRA reserves the right to reject any or all of the SOQs, or any part(s) thereof, and/or to waive any informality or informalities in any SOQ or the RFQ process.

14. Additional Information And Interviews

MIRA reserves the right to request additional information from Respondents and to request certain Respondents to make oral presentations or further explanations of their SOQ. It is expected that any oral presentations/interviews will be conducted as per the schedule set forth in Section 2 of this Request for Qualifications. Oral presentations and/or interviews shall be scheduled at the sole discretion of MIRA.

15. SOQ Evaluation

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

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

15.1 Evaluation Criteria

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

- (a) Payment rates;
- (b) Qualifications;
- (c) Demonstrated skill, ability and integrity to perform the Services required by the Contract Documents;
- (d) Reputation;
- (e) Adequacy of insurance coverages as evidenced by a certificate or certificates of insurance showing, at a minimum, all coverages required by Section 6.1 of the Agreement (**Section 4 of the RFQ Package Documents**); and
- (f) Team organization and approach including the demonstrated ability of the Respondent to adequately staff and complete time-sensitive projects and to interact effectively with MIRA, and other professionals involved in MIRA's projects and transactions;
- (g) Demonstrated willingness to work as partners with MIRA (or other clients if Respondent has not previously worked with MIRA) to resolve issues in the most cost efficient manner for MIRA;
- (h) Responsiveness in a timely manner to MIRA questions and work requests;
- (i) Any exceptions that Respondent takes in their Insurance Exception Form (**Section 3.10 of the RFQ Package Documents**); and
- (j) Any other factor or criterion that MIRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

15.2 Affirmative Action Evaluation Criteria

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

- (a) The Respondent's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 3.7 of the RFQ Package Documents));
- (b) The Respondent's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And

Occupational Health And Safety (Section 3.7 of the RFQ Package Documents));

- (c) The Respondent's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 3.7 of the RFQ Package Documents)); and
- (d) The Respondent's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 10(i) of this Request For Qualifications).

16. Contract Award And Notice Thereof

If the contracts are to be awarded, MIRA will issue to the successful Respondent(s) a written Notice Of Award, issued by MIRA's Contract and Procurement Manager, (or in lieu thereof by MIRA's President or CFO), within one hundred twenty (120) days after the SOQ due date.

This written notice of Award will include instructions and deadlines regarding the execution of the Agreement, including but not necessarily limited to: delivery of requisite certificates of insurance; execution of an Affidavit Concerning Consulting Fees (as per Section 17 of this Request for Qualifications); execution of a Certification Concerning Gifts (as per Section 18 of this Request for Qualifications); and delivery of successful Respondent's W-9 Request for Taxpayer Identification Number and Certification. If a successful Respondent does not complete the instructions by the deadline(s) set forth in the Notice of Award (typically 10 days), MIRA will be entitled to consider the successful Respondent's rights arising out of MIRA's acceptance of their SOQ as abandoned and terminated and MIRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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

17. Affidavit Concerning Consulting Fees

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

18. Contractor's Certification Concerning Gifts

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

19. Respondent's Qualifications

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

20. SOQ Preparation And Other Costs

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

**REQUEST FOR QUALIFICATIONS
FOR
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SECTION 2

NOTICE OF INTEREST FORM



NOTICE OF INTEREST FORM

Individuals and firms that have an interest in the Materials Innovation and Recycling Authority (“MIRA”) solicitation listed below are encouraged to submit this Notice Of Interest Form to MIRA as early as they can. Forms should be submitted no later than the date specified below. Request For Bids/Proposals/Qualifications documents and other information released by MIRA related to the solicitation will be directly provided to those firms that have submitted this Form to MIRA by the Form Due Date.

Solicitation:	Engineering, Consulting, and Power-Product Professional Services
RFQ Number:	FY16-OP-002

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

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

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

MIRA Contact:	Roger Guzowski
E-Mail Address:	<u>rguzowski@ctmira.org</u>
Fax Number:	(860) 757-7740
Correspondence Address:	Materials Innovation and Recycling Authority 200 Corporate Place, Suite 202 Rocky Hill, CT 06067

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING, CONSULTING AND
POWER-PRODUCT PROFESSIONAL SERVICES**

SECTION 3

**REQUIRED STATEMENT OF QUALIFICATIONS
FORMS**

Includes:

- 3.1 Statement of Qualifications Form**
- 3.2 Business Information Form**
- 3.3 Payment Rate Schedule Form**
- 3.4 Category-Specific Background And Experience Form**
- 3.5 Business Disclosure Form**
- 3.6 Questionnaire Concerning Affirmative Action**
- 3.7 Affidavit Concerning Non-Discrimination**
- 3.8 Background Questionnaire**
- 3.9 Acknowledgement of Notice Of Campaign Contributions And Solicitation
Limitations**
- 3.10 Business Exception Form**



STATEMENT OF QUALIFICATIONS FORM

RFQ NUMBER: FY16-OP-002

CONTRACT FOR: Engineering, Consulting, and Power Products Professional Services

STATEMENT OF QUALIFICATIONS SUBMITTED TO: Materials Innovation and Recycling Authority
200 Corporate Place, Suite 202
Rocky Hill, CT 06067

1. CATEGORY(IES) OF SERVICES FOR WHICH STATEMENT OF QUALIFICATIONS SUBMITTED

In the table below, place a check mark in the box for each Category Of Services for which the entity submitting this Statement Of Qualifications (“SOQ”) wishes to be considered. (The Scope Of Services for each Category is described in **Exhibit A** of the Agreement and should be consulted before checking the box for any Category Of Services.)

<input type="checkbox"/>	General Engineering
<input type="checkbox"/>	Resource Recovery and Energy From Waste
<input type="checkbox"/>	Power Product Marketing, Procurement And Consulting Services
<input type="checkbox"/>	Recycling
<input type="checkbox"/>	Solid Waste Systems
<input type="checkbox"/>	Environmental Consulting & Engineering Services

2. DEFINITIONS

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

3. TERMS AND CONDITIONS

The undersigned (the “Respondent”) accepts and agrees to all terms and conditions of the Request For Qualifications, the Agreement and any Addenda to any such documents. This SOQ shall remain open and subject to acceptance for one hundred twenty (120) days after the SOQ due date.

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

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

4. RESPONDENT'S OBLIGATIONS

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

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

5. RESPONDENT'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT

In submitting this SOQ, Respondent acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFQ Package Documents, are non-negotiable, other than as set forth on the insurance exception form and Respondent is willing to and shall, if MIRA accepts its SOQ for the Services and issues a Notice Of Award to Respondent, execute such Agreement. However, MIRA reserves the right to negotiate with Respondent over Respondent's rates for the Services submitted on its SOQ Price And Payment Rate Schedule Form.

6. RESPONDENT'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this SOQ, Respondent represents that:

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

Addendum Number	Date Issued

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

7. RESPONDENT'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

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

8. RESPONDENT'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

9. RESPONDENT'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this SOQ, Respondent:

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

10. RESPONDENT'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

- (a) The prices in the SOQ have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;

- (b) Unless otherwise required by law, the prices that have been quoted in this SOQ have not, directly or indirectly, been knowingly disclosed by the Respondent prior to “opening” to any other person or company;
- (c) No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit, or not to submit, a SOQ for the purpose of restricting competition;
- (d) The Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham SOQ; and
- (e) Respondent has not sought by collusion to obtain for itself any advantage for the Services over any other Respondent for the Services or over MIRA.

11. RESPONDENT’S REPRESENTATIONS CONCERNING RFQ FORMS

By submission of this SOQ, the Respondent, together with any affiliates or related business entities or persons, the guarantor and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFQ Package Documents that are submitted to MIRA as part of its SOQ are identical in form and content to the preprinted forms in the RFQ Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

12. RESPONDENT’S WAIVER OF DAMAGES

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

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

13. RESPONDENT’S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

For all state contracts as defined in P.A. 10-1 having a value in calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the

State Elections Enforcement Commission's notice advising state contractors of state campaign and solicitation prohibitions, and will inform its principals of the contents of the notice.

Acknowledgement of this notice is must be executed by the Respondent and submitted as part of this SOQ as SOQ form 9

14. ATTACHMENTS

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

- (a) The completed Business Information Form (SOQ Form 2)
- (b) The completed Payment Rate Schedule Form for each Category Of Services for which the Respondent wishes to be considered (SOQ Form 3);
- (c) The completed Category-Specific Background And Experience Form for each Category Of Services for which the Respondent wishes to be considered (SOQ Form 4);
- (d) The completed Business Disclosure Form (SOQ Form 5);
- (e) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (SOQ Form 6);
- (f) The completed Affidavit Concerning Nondiscrimination that has been signed before a Notary Public or Commissioner of the Superior Court (SOQ Form 7);
- (g) The completed Background Questionnaire that has been signed before a Notary Public or Commissioner of the Superior Court; (SOQ Form 8);
- (h) The completed Acknowledgement Of Receipt Of Notice Regarding Campaign Contribution And Solicitation Limitations (SOQ Form 9)
- (i) The completed Insurance Exception Form, if being submitted by the Respondent (SOQ Form 10); and
- (j) A copy of the Respondent's up-to-date certificate of insurance showing all current insurance coverage.

15. NOTICES

Communications concerning this SOQ should be addressed to Respondent at the address set forth below.

Respondent Name:	
Respondent Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

16. ADDITIONAL REPRESENTATION

Respondent hereby represents that the undersigned is duly authorized to submit this SOQ on behalf of Respondent.

AGREED TO AND SUBMITTED ON _____, 2015

Name of Respondent:	
Signature of Respondent Representative:	
Name (Typed/Printed):	
Title (Typed/Printed):	



BUSINESS INFORMATION FORM

Respondent must provide the information requested in the following sections.

1. RESPONDENT INFORMATION

Name of Entity:					
Central Office/ Headquarters Address:	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Servicing Office Address (if different than Central Office/ Headquarters Address):	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Name of Parent Company (if any):					
Entity's Legal Structure:		<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture		
		<input type="checkbox"/> Partnership	<input type="checkbox"/> Public Entity		
		<input type="checkbox"/> Other			
State in Which Entity is Legally Organized:					
Year Entity Started:		Number of Employees:		Number of Offices:	
Location(s) of Offices (City and State):					
Brief History of the Entity and overview of Entity's Principal Lines of Work:					



PAYMENT RATE SCHEDULE FORM

Name of Respondent:	
Name of RFQ	Engineering, Consulting, and Power Product Professional Services

Each firm that submits a Statement of Qualifications ("SOQ") must submit the information requested on the forms on the following pages.

1. Billing Rates

In the Billing Rates Table on Page 2, the Respondent must list staff level, name, title and hourly billing rate for each professional who would be assigned to work with MIRA. Only the professionals listed here will be authorized to work on MIRA matters unless other professionals are specifically authorized by MIRA. If the Respondent has discounted rates for government entities, such as MIRA, those rates should be listed. Indicate on an attached sheet any other specialized billing arrangements you will make available to MIRA.

In the "Staff Level" column, Respondent should indicate the pay grade of the individual listed in that column under the pay grade system used by the Respondent.

2. Ancillary Services Rates

In the Ancillary Services Rates Table on Page 3, the Respondent must provide the rate at which applicable ancillary services are billed, including, but not limited to:

- Drafting;
- Work processing;
- Copying (per page)
- Computer time; and
- Any other services (excluding telephones) for which the Respondent routinely bills.

ANCILLARY SERVICES RATES
(Provide Rates Below)
 (Use Additional Sheets If Necessary)

Ancillary Service	Rates		
	Year 1 (07/01/16 – 06/30/17)	Year 2 (07/01/17 – 06/30/18)	Year 3 (07/01/18 – 06/30/19)
Drafting			
Word Processing			
Copying (Per Page)			
Computer Time			
Travel in Respondent-Owned Vehicle (Per Mile)	To be billed at IRS standard mileage rates	To be billed at IRS standard mileage rates	To be billed at IRS standard mileage rates
Any Other Services For Which You Routinely Bill (List Below)			



CATEGORY-SPECIFIC BACKGROUND AND EXPERIENCE FORM

For each category of services for which the Respondent wishes to be considered, please provide the summary information as indicated in the spaces below which will enable MIRA to evaluate the experience and professional capabilities of the Respondent's firm (Section 2 of this form), its professional personnel (Section 3 of this form), and any subcontractors (Section 4 of this form) that will be utilized to perform the services. Please include 3 professional references (Section 5 of this form) which will help MIRA evaluate the Background and Experience of the Respondent.

Respondents should submit a separate form for each category for which the summary information is different. However, firms may at their discretion include multiple categories in a single form if the summary information for each category included is substantially the same.

SECTION 1: CATEGORY OF SERVICES

In the table below, check the box for the Category of Services for which this Background And Experience Form is being submitted.

<input type="checkbox"/>	General Engineering
<input type="checkbox"/>	Resource Recovery and Energy From Waste
<input type="checkbox"/>	Power Product Marketing, Procurement And Consulting Services
<input type="checkbox"/>	Recycling
<input type="checkbox"/>	Solid Waste Systems
<input type="checkbox"/>	Environmental Consulting & Engineering Services

Section 2: FIRM BACKGROUND AND EXPERIENCE

In the space below, please summarize information about the Firm's project experience which will allow MIRA background which will enable MIRA to evaluate the experience and professional capabilities of the Respondent's firm for each category of services included in this form

[Attach Additional Pages If Necessary]

Section 3: PERSONNEL BACKGROUND AND EXPERIENCE

In the tables on the following pages, provide the requested information on the professionals who would be assigned to work with MIRA regarding their background and experience that is of a similar nature to that specified in the Contract Documents. [Attach Additional Pages If Necessary]

In completing the forms below, please note the following:

- In the “Staff Level” item, indicate the individual’s staff level as specified on the Payment Rate Schedule Form (SOQ Form 3, Section 3.3 of the RFQ Package Documents).
- In the “% of Time Available” item, indicate the percentage of the individual’s time that he/she would be available to provide services to MIRA.

If more than four individuals would be assigned to work with MIRA, copy page 3 of this form and use it to provide the requested information for the additional individuals.

PROFESSIONAL 1

Name:		Staff Level:	
Title:		% of Time Available:	
Probable areas of responsibility:			
Background:			

PROFESSIONAL 2

Name:		Staff Level:	
Title:		% of Time Available:	
Probable areas of responsibility:			
Background:			

PROFESSIONAL 3

Name:		Staff Level:	
Title:		% of Time Available:	
Probable areas of responsibility:			
Background:			

PROFESSIONAL 4

Name:		Staff Level:	
Title:		% of Time Available:	
Probable areas of responsibility:			
Background:			

PROFESSIONAL 5

Name:		Staff Level:	
Title:		% of Time Available:	
Probable areas of responsibility:			
Background:			

Section 4: SUBCONTRACTOR INFORMATION

	Yes	No
Will Contractor subcontract with entities for significant portions of the Work/ Services within this category of Services?	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

Subcontractor 3	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Subcontractor 2 will have in providing the Work/Services.	

Section 5: REFERENCES

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

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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



**BUSINESS DISCLOSURE
FORM**

1. CONFLICTS OF INTEREST

In the space below, disclose any material assignments, relationships or other employment that the Respondent or any employee of the Respondent has with any member of MIRA's Board of Directors,* any MIRA employee, law firms, governmental entity, or other person or entities that may create a conflict of interest or the appearance of a conflict of interest in providing the Services to MIRA.

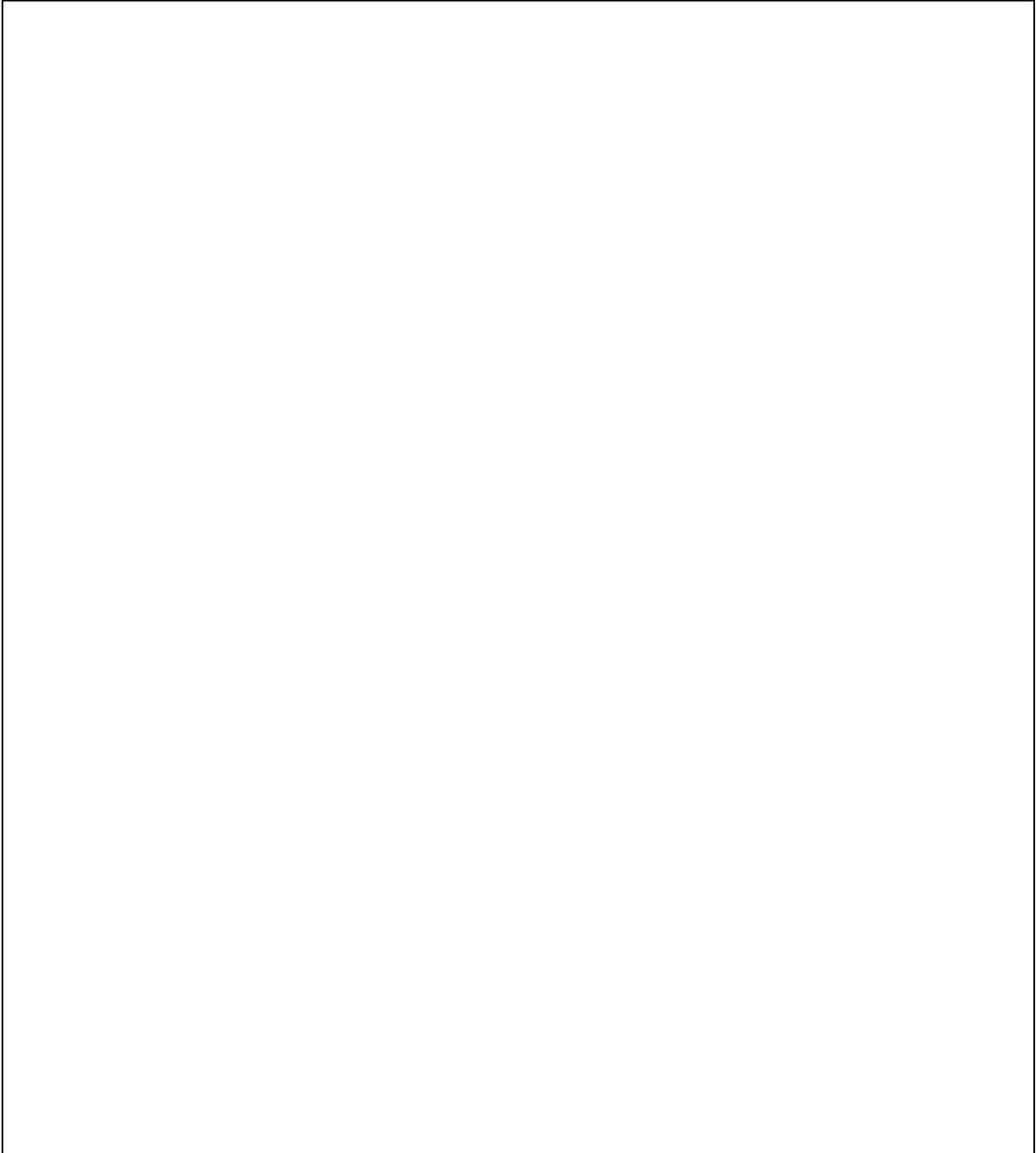
**a list of Directors is available on the MIRA website at www.ctmira.org*

[Attach Additional Pages If Necessary]

2. CONFLICT OF INTEREST MEASURES

In the space below, discuss any measures that the Respondent either has in place or would take to identify, disclose and resolve any possible conflicts of interest.

[Attach Additional Pages If Necessary]

A large, empty rectangular box with a thin black border, intended for the respondent to provide details on conflict of interest measures. The box is currently blank.

3. BUSINESS WITH MAJOR MIRA CONTRACTORS

MIRA has made payments of over \$100,000 a year to the organizations named on the MIRA Vendor List on Page 6 of this Form. If the Respondent has represented any of these organizations (or their subsidiaries or affiliates), in the table below list the name of the organization, the matter(s) on which the Respondent represented the organization and the fees received from the organization in the past three (3) years. Representation of these clients will not necessarily result in disqualification from work with MIRA. The nature and extent of the representation of such clients, appropriate conflict of interest rules and the nature and extent of proposed representation of MIRA will all be considered.

[Attach Additional Pages If Necessary]

Organization	Matter on Which Represented Organization	Fees Received in Past 3 Years

**MIRA Vendor List (FY 2015)
Payments Greater than \$100,000**

AON RISK SERVICES	HARTFORD, CITY OF
BRIDGEPORT, CITY OF	KAINEN ESCALERA & MCHALE PC
COMPLETE DISPOSAL COMPANY, INC.	LINIUM STAFFING SVC
CONNECTICARE, INC.	METROPOLITAN DISTRICT COMMISSION
COPE'S RUBBISH REMOVAL	METROPOLITAN LIFE INSURANCE COMPANY ASSET HOLDINGS II, LLC.
COVANTA MID-CONNECTICUT INC.	NAES CORPORATION
COVANTA SOUTHEASTERN CT	NEXTERA ENERGY POWER MARKETING LLC
CONNECTICUT, STATE OF, DEEP	NORTHEAST UTILITIES/CL&P
CONNECTICUT, STATE OF, DEPARTMENT OF REVENUE SERVICES	PRESTON, TOWN OF
CWPM, LLC	SANTA BUCKLEY ENERGY, INC.
ET&L CORPORATION	SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY
EVERSOURCE ENERGY	WALLINGFORD, TOWN OF
FIDELITY INVESTMENTS	WASTE MANAGEMENT OF MASSACHUSETTS
FUSS AND ONEIL INC.	WHEELABRATOR BRIDGEPORT LP
HALLORAN AND SAGE LLP	WHEELABRATOR TECHNOLOGIES INC



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

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

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

LIST OF ACRONYMS

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

FOOTNOTES

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

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

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

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



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

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

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

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

1. Contractor seeks to enter into the "Engineering, Consulting, And Power Product Professional Services Agreement" (the "Agreement") with the Materials Innovation and Recycling Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

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

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

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

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

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



BACKGROUND QUESTIONNAIRE

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

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

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

<p>2. Has the Contractor or any of the following ever been the subject of a civil investigation¹?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 3B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

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

<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a civil investigation¹?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor. <p><i>If you answered "Yes" to Question 4, proceed to Question 5 and, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation..</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date



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

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

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

CONTRACT CONSEQUENCES

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3

SOQ Form 9



ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

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

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"



INSURANCE EXCEPTION FORM

Using this form Respondent shall identify any portion of the insurance requirements specified in Section 6 of the (Form of) Agreement (“the Agreement”)(Section 4 of the RFP Package Documents) that Respondent desires to take exception to, if any.

Respondent shall be specific regarding any exceptions listed. Respondent shall describe in detail the lines of coverage, portion(s) of the insurance requirements that the Respondent is taking exception to and why. Respondent shall also describe what, if any, alternative coverages, terms, or conditions Respondent is willing to provide or accept as a substitution for the insurance requirements to which Respondent has taken exception, if any.

If Respondent does not take exception to any portion of the insurance requirements described in the Agreement, Respondent shall simply indicate below that Respondent “takes no exceptions”, and submit this form along with the other SOQ forms as part of its Statement Of Qualifications submittal.

Note that MIRA will negotiate with Respondent on only those items identified by Respondent on this Insurance Exception Form. Also note that any revisions to or waiver of the insurance requirements in the Agreement will be at MIRA’s sole discretion.

Example:

	Description of Exception Item	Reason for Exception	Proposed Alternative coverage, terms, or conditions
Example	Company cannot provide automobile liability for owned autos as per item 2a of Section 6.2.	Company does not own any autos	Company will provide automobile liability for hired and non-owned autos.

	Description of Exception Item	Reason for Exception	Proposed Alternative coverage, terms, or conditions
1 .			
2 .			
3 .			
4 .			
5 .			

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING, CONSULTING AND
POWER-PRODUCT PROFESSIONAL SERVICES**

SECTION 4

(FORM OF) AGREEMENT AND EXHIBITS

AGREEMENT FOR ENGINEERING, CONSULTING AND POWER-PRODUCT PROFESSIONAL SERVICES

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This **AGREEMENT FOR ENGINEERING, CONSULTING AND POWER-PRODUCT PROFESSIONAL SERVICES** (the “Agreement”) is made and entered into as of this 1st day of July, 2016 (the “Effective Date”) by and between the **MATERIALS INNOVATION AND RECYCLING AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067 (“MIRA”) and **[NAME OF FIRM]**, having a principal place of business at **[ADDRESS OF FIRM]** (“Consultant”).

PRELIMINARY STATEMENT

WHEREAS, MIRA is the owner or lessee of certain pieces and parcels of real property located throughout the State of Connecticut (collectively, the “Properties”) upon which Properties MIRA owns and operates various solid waste management and/or disposal facilities (collectively, the “Facilities”); and

WHEREAS, MIRA now desires to enter into this Agreement in order to have Consultant render certain independent Engineering, Consulting And Power-Product Professional Services for MIRA in accordance with the terms and conditions of this Agreement;

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

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

- (a) **“Addenda”** means written or graphic documents issued prior to the statement of qualifications due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), Notice To Firms – Request For Qualifications, Instructions To Firms, Addenda, Consultant’s Statement Of Qualifications (“SOQ”) (including all documentation accompanying such SOQ, all other documentation submitted in connection with such SOQ, and all post-SOQ documentation submitted prior to the Notice Of Award), Notice Of Award, and any written amendments to any of the Contract Documents.
- (c) **“Effective Date”** means the date set forth above in this Agreement.

- (d) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (e) **“Notice Of Award”** means written notification from MIRA to the apparent successful SOQ submitter(s) which states that MIRA has accepted such SOQ submitter’s SOQ and sets forth the remaining conditions that must be fulfilled by such SOQ submitter before MIRA executes the Agreement.

1.2 Construction And Interpretation

For purposes of this Agreement:

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

- (j) The words “include” and “including” shall be deemed to be followed by the words “without limitation”; and
- (k) The Parties hereby acknowledge that the Parties and their counsel have reviewed this Agreement and hereby agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall NOT be employed in the interpretation of this Agreement, or any exhibits or amendments hereto.

2. SCOPE OF WORK

2.1 Consultant’s Responsibilities

Consultant shall be responsible for furnishing all labor, materials, supplies, tools, equipment and incidentals thereto to provide certain independent Engineering, Consulting And Power-Product Professional Services to MIRA including, but not limited to, the Services described in **Exhibit A** attached hereto (collectively, the “Services”) and as identified as the category(ies) listed below as such Services may be requested from time to time by an Authorized Representative of MIRA on the terms specified in this Agreement:

- (a) [MIRA WILL LIST THE CATEGORY(IES) OF SERVICES FOR WHICH THE CONSULTANT HAS BEEN SELECTED].

2.2 Performance And Completion Of Services

Consultant agrees to perform the Services as an independent Consultant, consistent with:

- (a) Any and all instructions, guidance and directions provided by MIRA to Consultant;
- (b) The Contract Documents;
- (c) Sound consulting, engineering and land surveying practices;
- (d) The level of care and skill exercised by members of the consulting, engineering and land surveying field practicing under similar conditions and circumstances;
- (e) All Laws And Regulations; and
- (f) Any Request (as hereinafter defined) pursuant to which such Services are rendered.

Items (a) through (f) above are hereinafter collectively referred to as the “Standards.”

2.3 Specific Services Request For Services

At its discretion, MIRA, through an Authorized Representative, as defined in Section 2.4 below, may require that prior to undertaking work on a specific task, Consultant and an Authorized Representative mutually agree in writing upon a detailed Scope of Services required for such task, together with an estimate of the time, cost, and expenses for such Services. In such cases, MIRA will request performance of such Services by means of a written request in accordance with the format of **Exhibit B** attached hereto and made a part hereof (a "Request"). Accordingly, upon receipt and acceptance of a written Request, Consultant will perform such Services described in such Request in accordance with the terms of this Agreement and such Request.

If, during Consultant's performance of such Services, there is a change in Consultant's estimated time, cost or expenses for such Services, Consultant will promptly notify MIRA in writing of such change and shall not incur any costs or expenses exceeding those specified in the Request without prior written authorization from an Authorized Representative. MIRA shall not pay for any Services rendered or expenses incurred by Consultant in excess of those included in such Request unless specifically authorized in advance and in writing by an Authorized Representative.

2.4 Authorized Representative Of MIRA

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

2.5 Direction of Services

MIRA and/or its Authorized Representative may, where necessary or desired, provide Consultant with instructions, guidance and directions in connection with Consultant's performance of the Services hereunder.

2.6 MIRA's Inspection Rights

Consultant's performance of the Services hereunder, as well as Consultant's work products resulting from such performance, are subject to inspection by MIRA. Inspections may be conducted at any time by MIRA. In the event of an inspection, Consultant shall provide to MIRA any documents or other materials that may be necessary in order for MIRA to conduct the inspection. If, after any such inspection, MIRA is unsatisfied with Consultant's performance of the Services hereunder or any of the work products resulting therefrom, Consultant shall, at the direction of MIRA, render such performance or work products satisfactory to MIRA at no additional cost or expense to MIRA and without any extension of

the Project Schedule for the remaining Services. For purpose of this Section 2.5, MIRA shall mean MIRA and/or its Authorized Representative.

2.7 Change in Scope of Services

In the event that MIRA determines during the term of this Agreement that any revisions, modifications or changes are necessary to the Scope Of Services as set forth in Section 2.1 hereof, then pursuant to MIRA's request, Consultant shall promptly commence and perform the services required for such revisions, modifications or changes, which services shall be performed in accordance with the Standards unless otherwise specifically agreed to in writing by MIRA and Consultant.

2.8 Access

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

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

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

2.9 MIRA Right to Exclude Certain Individuals

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

2.10 Lobbying And Paying Finder's Fees

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

2.11 Progress Reports

If requested by MIRA, Consultant agrees to provide a progress report to MIRA by the 10th day of each calendar month for the Services which Consultant is performing. The report is to contain the following information in the format given:

- (a) Title of task;
- (b) Description of task;
- (c) Original schedule;
- (d) Original estimated budget by month in dollars and hours;
- (e) Progress in preceding month;
- (f) Estimated dollars and hours spent in preceding month;
- (g) Dollars and hours spent monthly, to date;
- (h) Problem areas; and
- (i) Description of activities for the coming month and estimated hours and dollars for such activities.

2.12 Proprietary Information

Consultant shall not use, publish, distribute, sell or divulge any information obtained from MIRA by virtue of this Agreement for Consultant's own purposes or for the benefit of any person, firm, corporation or other entity (other than MIRA) without the prior written consent of MIRA. Any report or other work product prepared by Consultant in connection with the performance of the Services hereunder shall be owned solely and exclusively by MIRA and cannot be used by Consultant for any purpose beyond the scope of this Agreement without the prior written consent of MIRA. Any material designated by MIRA in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of MIRA. However, Consultant acknowledges that MIRA is subject to the Connecticut Freedom of Information Act and MIRA must disclose certain documents in accordance with said statutes. Consultant retains all of its rights in its inventions, expressions, know how, techniques, skills, knowledge and experience and materials used by it generally or provided by it generally to clients, and Consultant shall not be restricted in any way with respect thereto. The restrictions and agreements set forth in this Section 2.11 shall not apply to any information:

- (a) Which at the time disclosed to or obtained by Consultant is in the public domain;
- (b) Which becomes part of the public domain through no act, omission or fault of Consultant;

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

2.13 Books and Records

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

2.14 Status of Consultant

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

2.15 Subcontractors

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

whatsoever that they may have with or against Consultant other than through such subcontracts.

2.16 Consultant's Employees

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

2.17 Restrictions On Parties

This Agreement shall not be construed to restrict either MIRA or Consultant from entering into other consulting agreements similar to this one with other parties, provided however Consultant shall not render services to another which would either be in conflict with the interests of MIRA or prevent Consultant from performing hereunder. Consultant shall not assign this Agreement or subcontract any of the Services to be performed hereunder without the prior written consent of the Authorized Representative.

3. COMPENSATION AND PAYMENT

3.1 Compensation Schedule

Consultant shall be paid by MIRA for the services rendered and expenses incurred under this Agreement on the basis set forth on **Exhibit C** attached hereto and made a part hereof. All Services provided by Consultant to MIRA must be approved in advance by MIRA or its Authorized Representative. Any Services rendered by Consultant that were not approved in advance by the Authorized Representative shall not be paid by MIRA even if said Services were requested by other MIRA staff.

Services rendered and expenses incurred during a particular fiscal year shall be paid by MIRA on the basis of the rates set forth in **Exhibit C** for that fiscal year. For the purposes of this Agreement, the term "fiscal year" shall mean the twelve (12) month period from July 1st through the following June 30th.

MIRA will not reimburse the costs of first-class travel and expects that travel arrangements will take advantage of any cost-effective discounts or special rates. Out of pocket expenses shall be reimbursed at cost provided they are consistent with MIRA's Travel and Expense Reporting document attached hereto and made a part hereof as **Exhibit D**, except that Consultant will be deemed to have met MIRA's "Receipt" requirements of such document if Consultant provides to MIRA with each billing

- (a) Receipts for all items greater than or equal to \$25 and
- (b) Copies of the Consultant's expense forms itemizing expenses incurred in providing Services to MIRA.

Consultant shall not be compensated for any time spent preparing any billing documentation, or any information requested by MIRA's in house accountants/auditors or outside auditors, State of Connecticut auditors, or MIRA in house accounting department, or related materials.

3.2 Bill Format

Consultant shall render a bill to MIRA each month for all of the Services performed and all of the costs and expenses incurred in the immediately preceding month pursuant to this Agreement. Each monthly bill shall contain at least the following information:

- (a) The name, title and billing rate for each person performing Services for which payment is sought;
- (b) A description of the Services performed by each person by task;
- (c) The time spent by each person;
- (d) Separate listing of all expenses incurred including copies of receipts or sub-consultant invoices;
- (e) The time period covered by the bill;
- (f) The Request for Service name and number to be charged;
- (g) The contract number for this Agreement (to be provided by MIRA); and;
- (h) The request for services identification number, if appropriate.

Consultant shall not carry forward balances. If a previous bill is unpaid, Consultant shall resubmit that periodic bill for payment. Group or block billing is not acceptable and bills with such billing will be returned unpaid to the firm for clarification and itemization.

Bills shall be accompanied by an itemization of disbursements and costs (long-distance calls, photocopying, transcripts, expert witnesses, court costs, etc.) and travel expenses shall be itemized separately to indicate travel, lodging, business meeting, meals, taxis and limousines and other expenses (specially detailed). Disbursements will be reimbursed at the firm's cost.

Consultant shall be solely responsible for the reporting of and payment of federal, state, and local income taxes, FICA and FUTA contributions and shall maintain any insurance coverage required by state or federal law in addition to any insurance required hereunder.

The format for all monthly bills is attached hereto as **Exhibit E** and made a part hereof.

3.3 Payment Procedure

If MIRA determines, in its sole discretion, that

- (a) The Services for which Consultant is requesting payment have been properly performed and completed in conformance with the Standards,
- (b) Consultant is not in default hereunder,
- (c) MIRA does not dispute the amount of the payment requested, and
- (d) The bill contains all of the information required hereunder,

then MIRA shall pay the amount requested within thirty (30) calendar days after its receipt of such bill.

If, however,

- (a) MIRA determines that any of the Services for which Consultant has requested payment is not in conformance with the Standards,
- (b) Such bill does not contain all the requisite information, or
- (c) Consultant is in default hereunder,

then MIRA may, in its sole and absolute discretion, withhold all or a portion of the payment requested by Consultant and Consultant shall, if requested by MIRA, immediately take, at Consultant's sole cost and expense, all action necessary to render such Services and/or bill in conformance with the Standards, or to cure such default.

MIRA shall have no obligation under this Agreement to pay for any Services that MIRA determines have not been performed and/or completed in conformance with the Standards, and MIRA shall have no obligation to pay Consultant any amount due Consultant under this Agreement if Consultant is in default hereunder. If MIRA disputes the amount in any written request for payment submitted by Consultant, MIRA shall have the right to withhold the disputed amount until the dispute is settled. MIRA shall notify Consultant of any disputed amount and the reason(s) for disputing such amount.

Consultant's acceptance of an assignment from MIRA will be deemed as Consultant's agreement to conform to MIRA's billing policies and procedures.

3.4 Accounting Obligations

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

3.5 Withholding Taxes And Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by MIRA with respect to Consultant, nor be withheld from payment to Consultant by MIRA. No workers' compensation insurance has been or will be obtained by MIRA on account of the Services to be performed hereunder by Consultant, or any of Consultant's employees or sub-consultants. Consultant shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.6 and Consultant hereby agrees to indemnify MIRA and hold MIRA harmless against any and all such taxes, insurance or payments, or similar costs which MIRA may be required to pay in the event that Consultant's status hereunder is determined to be other than that of an independent Consultant.

3.6 State of Connecticut Taxes

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

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

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

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

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

3.7 Audit

MIRA reserves the right to review the reasonableness of all bills and expenses as they are billed to MIRA by Consultant. Upon reasonable notice from MIRA, Consultant agrees to allow MIRA to audit Consultant's files pertaining to MIRA's Services assigned to Consultant. Any such audit will be conducted on Consultant's premises and Consultant will be expected to produce any pertinent file information requested including Consultant's time and expense records.

For an audit, Consultant shall provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries;
- (b) Each employee's original bills and time slips for the services;
- (c) A list of hourly rates for each employee providing Services; and
- (d) A detailed explanation of Consultant's billing methods.

MIRA reserves the right to seek reimbursement of inappropriately billed time or expenses.

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated in accordance with the terms hereof, on June 30, 2019.

4.2 Time Is Of The Essence

MIRA and Consultant hereby acknowledge and agree that time is of the essence with respect to Consultant's performance of the Services hereunder. Accordingly, upon Consultant's receipt and acceptance of a Request, Consultant shall immediately commence performance of the Services requested and continue to perform the same during the term of this Agreement in order to complete all of the Services requested by the completion date set forth in such Request, if any.

4.3 Termination

This Agreement may be terminated by MIRA upon at least thirty (30) days advance written notice.

Upon receipt of such written notice from MIRA, Consultant shall immediately cease work on any and all MIRA matters, unless otherwise directed in writing by the Authorized Representative. Upon termination of this Agreement pursuant to this Section 4.3,

- (a) MIRA shall pay Consultant for all Services performed by Consultant prior to the termination date, provided:
 - (1) MIRA has determined that such Services have been performed by Consultant in conformance with the Standards;
 - (2) Payment for such Services has not been previously made or is not disputed by MIRA;
 - (3) Consultant is not in default hereunder; and,
 - (4) Consultant has performed all its obligations under this Section 4.3 to MIRA's satisfaction, and
- (b) MIRA shall have no further liability hereunder.

Except for the payment that may be required pursuant to the preceding sentence, MIRA shall not be liable to Consultant in any other manner whatsoever in the event MIRA exercises its right to terminate this Agreement.

Consultant shall transmit to MIRA originals or copies of any and all material prepared, developed or obtained under this Agreement in Consultant's possession within thirty (30) days of receipt of the written notice of termination unless otherwise directed by the Authorized Representative.

4.4 Records And Documents

Consultant shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by MIRA and shall make them available for inspection and audit by MIRA. Consultant's obligations under this Section 4.4 shall survive the termination or expiration of this Agreement.

5. INDEMNIFICATION

5.1 Consultant's Indemnity

Consultant shall at all times protect, defend, indemnify and hold harmless MIRA and its board of directors, officers, agents and employees from and against any all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damages to property or other damages alleged to have been sustained by: (a) MIRA or any of

its directors, officers, agents or employees, or (b) Consultant or any of its directors, officers, employees, agents or sub-consultants, or (c) any other person, to the extent any such injuries, or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Consultant or any of its directors, officers, employees, agents or sub-consultants. Consultant further undertakes to reimburse MIRA for damages to property of MIRA caused by Consultant or any of its directors, officers, employees, agents or sub-consultants. The existence of insurance shall in no way limit the scope of this indemnification. Consultant's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 Insurance

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

MIRA reserves the right to waive, at its sole and absolute discretion, in whole or in part, any of the required insurances specified in this Section 6.

Prior to execution of a Specific Request for Services (a "Request") pursuant to Section 2.3 of this Agreement, MIRA may elect to require additional lines of insurance, increase or decrease the dollar amounts of some or all of the insurance, or make other changes to the insurance provisions based upon the specific scope of services outlined in a Request. If additional insurance is required by MIRA for a request, costs will be discussed at the time the Request terms are negotiated.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

4. Professional Liability insurance if the Consultant or any subcontractor to them is providing engineering and/or design services. The Professional Liability insurance should include coverage for all professional services related to the Work (including design work that preceded this Agreement) and should be kept in force for a completed operations period of at least five years after final completion of the Work.

6.2 Minimum Limits of Insurance

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

1. Commercial General Liability:
 - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products & Completed Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury
2. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
 - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory limits.
4. Employer's Liability:
 - a. \$500,000 Each Accident
 - b. \$500,000 Disease – Policy Limit
 - c. \$500,000 Disease – Each Employee
5. Professional liability
 - a. \$1,000,000 Each Claim

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

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

(b) Other Insurance Provisions

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

1. MIRA, its subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Consultant:
 - a. Commercial General Liability
 - b. Automobile Liability
2. The Consultant agrees to notify MIRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to MIRA's Risk Manager by fax to 860-757-7740, or by e-mail to riskmanager@ctmira.org, or by correspondence to MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067.
3. The Consultant should waive (and require their insurers to waive) subrogation rights against MIRA for losses and damages incurred under the insurance policies required by this Agreement.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Acceptability of Insurance

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

(d) Verification of Coverage

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

(e) Subcontractors

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

6.3 Other Conditions

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

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

7. MISCELLANEOUS

7.1 Non-Discrimination

Consultant agrees to the following:

- (a) Consultant agrees and warrants that in the performance of the Services for MIRA Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Consultant that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Consultant further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by Consultant that such disability prevents performance of the Services involved;
- (b) Consultant agrees, in all solicitations or advertisements for employees placed by or on behalf of Consultant, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);
- (c) Consultant agrees to provide each labor union or representative of workers with which Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which Consultant has a contract or understanding, a notice to be provided by the Commission, advising the labor

union, workers' representative and vendor of Consultant's commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (d) Consultant agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and
- (e) Consultant agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Consultant as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes. If this Agreement is a public works contract, Consultant agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.
- (f) Consultant agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (g) Consultant agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Consultant as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*. If this Agreement is a public works contract, Consultant agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

7.2 Entire Agreement

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

7.3 Governing Law

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

7.4 Assignment

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

7.5 No Waiver

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

7.6 Modification

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

7.7 Notices

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

- (a) If to MIRA:

Materials Innovation and Recycling Authority
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067
Attention: Peter Egan, Director of Operations and Environmental Affairs

With a copy to:

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

- (b) If to Consultant:

Attention: _____

7.8 Binding Effect

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

7.9 Severability

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

7.10 Small Contractor Application

At the request of MIRA and if Consultant qualifies, Consultant shall apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

7.11 Whistleblower Protection

If any officer, employee or appointing authority of the Consultant takes or threatens to take any personnel action against any employee of the Consultant in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Consultant shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Consultant shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state contractors.

7.12 Counterparts

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

7.13 Campaign Contribution And Solicitation Prohibitions

For all State contracts as defined in P.A. 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement simultaneously executed a document [SEEC Form 10] included as **Exhibit F** expressly acknowledging receipt of the State Elections Enforcement Commission's Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign And Solicitation Limitations , and agreeing to inform its principals of the contents of the notice.

7.14 Affidavit Concerning Nondiscrimination

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

7.15 Affidavit Concerning Consulting Fees

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

7.16 Contractor's Certification Concerning Gifts

At the time of Consultant's execution of this Agreement, Consultant simultaneously executed a document entitled Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit I**.

7.17 President's Certification Concerning Gifts

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By: _____

Thomas D. Kirk
Its President
Duly Authorized

[CONSULTANT]

By: _____

_____ [Print/Type Name]

Its _____ [Title]

Duly Authorized

SCOPE OF SERVICES

The following are the Categories of engineering and consulting services included in this Agreement.

1. General Engineering

The Services contemplated in this General Engineering Category include a wide range of professional engineering services, including general civil, structural, geotechnical, electrical and mechanical engineering and laboratory materials testing. All design plans must be submitted to MIRA in Auto-CAD format. The following are more-specific examples of the types of work which may be included in this Category:

- (a) Provide construction administration and inspection services, including: developing plans and specifications, analyzing construction plans and specifications, reviewing shop drawings, monitoring of ongoing construction activities, certifying completion of construction milestones and reviewing change orders and contractor's invoices;
- (b) Prepare feasibility studies related to building and equipment rehabilitation;
- (c) Provide Special Inspection Services in conformance to The Connecticut Building Code;
- (d) Conduct traffic studies including data collection, capacity and queuing analysis and representing MIRA before the State Traffic Commission and the Department of Transportation;
- (e) Provide expert testimony for litigation matters;
- (f) Provide public presentations; and
- (g) Provide land surveying services such as
 - i. Preparation of topographic surveying and mapping;
 - ii. Preparation of boundary survey to A-2 accuracy, in accordance with the recommended standards adopted by the Connecticut Association of Land Surveyors, Inc. ("CALS");
 - iii. Provide photogrammetry services and compute earthwork quantities;
 - iv. Provide construction stakeout and location surveys; and
 - v. Provide site plans and as-built surveys.

2. Resource Recovery and Energy-from-Waste

The services contemplated in this Resource Recovery and Energy-from-Waste Category include engineering and/or consulting services related to the design, construction, installation, renovation and testing of resource recovery facilities, energy-from-waste systems, waste-to-fuel conversion systems and miscellaneous related MSW facilities. The following are more-specific examples of the types of work which may be included in this category:

- (a) Conduct electrical generation, boiler and turbine efficiency analyses, testing and studies;
- (b) Provide cost estimates, testing and studies of facility and ancillary equipment;
- (c) Develop and review operation and maintenance plans;
- (d) Provide mechanical and electrical contractor services pertaining to resource recovery, energy-from-waste, and related MSW facilities and systems;
- (e) Design and construct various material-separation processes, equipment, and systems (e.g., ferrous recovery systems);
- (f) Prepare Health and Safety Plans;
- (g) Conduct facility efficiency studies;
- (h) Analyze electrical power or power-products markets; especially as it relates to the performance of a resource recovery facility or other MSW facility;.
- (i) Negotiate technical issues with the vendors;
- (j) Provide certifications of compliance with technical specifications and acceptance testing of resource recovery and recycling projects;
- (k) Prepare technical reports;
- (l) Conduct feasibility studies;
- (m) Provide public presentations; and
- (n) Provide expert testimony.

3. Power Product Marketing, Procurement And Consulting Services

The services contemplated in this Power Product Marketing, Procurement And Consulting Services category include consulting, marketing and procurement services related to electric markets or other fuels derived from waste. The following are more-specific examples of the types of work which may be included in this category:

- (a) Provide electric market analysis including evaluation of current and projected energy prices, identification of key factors that will impact energy prices, and market trending;
- (b) Identify potential energy purchasers;
- (c) Assist MIRA in the preparation of a Request for Proposals to identify a wholesale purchaser of the electric output of MIRA's CSWS Resource Recovery Facility and Jet Turbine Facility to assure optimum pricing;
- (d) Provide computerized modeling to evaluate electric power purchase bids received;
- (e) Assist MIRA and legal counsel in drafting and negotiating a final contract with the preferred purchaser; and
- (f) Provide general energy market consulting and education services to MIRA staff.

4. Recycling

The services contemplated in this Recycling Consulting and Engineering Services Category include consulting and engineering services related to recycling facilities and other sustainable-materials-management systems. The following are examples of the types of work which may be included in this Category:

- (a) Provide services related to the design, construction, and renovation of recycling facilities and related solid waste facilities;
- (b) Design and construct various material-separation processes, equipment and systems (e.g., fiber, plastics, ferrous and nonferrous systems);
- (c) Conduct recycling equipment efficiency analyses, testing and studies;
- (d) Analyze marketing strategies for recyclables;
- (e) Prepare recycling plans and assist in implementing such plans;
- (f) Provide cost estimates of recycling facility and ancillary equipment;
- (g) Develop and/or review recycling-facility operation and maintenance plans;

- (h) Provide mechanical and electrical contractor services pertaining to recycling facilities;
- (i) Undertake facility condition assessments;
- (j) Prepare Health and Safety Plans;
- (k) Conduct facility efficiency studies;
- (l) Negotiate technical issues with the vendors;
- (m) Provide certifications of compliance with technical specifications and acceptance testing of recycling projects;
- (n) Prepare technical reports;
- (o) Conduct feasibility studies;
- (p) Provide public presentations; and
- (q) Provide expert testimony.

5. Solid Waste Systems

The services contemplated in this Solid Waste Systems Consulting Services category include consulting and analysis regarding systems of different (and potentially disparate) solid waste and sustainable-materials-management facilities (including recycling, composting, reuse, and other related facilities). The following are examples of the types of work which may be included in this Category:

- (a) Solid waste and sustainable materials management collection systems;
- (b) Economic flow control;
- (c) Solid waste and sustainable materials management transportation systems, including rail and barge;
- (d) Solid waste management and/or sustainable materials management plans and feasibility studies;
- (e) Occupational health and safety;
- (f) Market analysis;
- (g) Recycling planning and implementation;
- (h) Strategic planning/future options identification;
- (i) Conduct feasibility studies;
- (j) Provide public presentations; and
- (k) Provide expert testimony.

6. Environmental Consulting and Engineering Services

The following are examples of the types of work which may be included in this Environmental Consulting and Engineering Services Category:

- (a) Prepare/analyze cost/benefit analyses of air and water pollution control methodologies;
- (b) Develop/analyze/review solid waste management procedures and practices;
- (c) Conduct ambient air, process air emissions, groundwater and surface water modeling, testing and analysis;
- (d) Conduct indoor air surveys;
- (e) Negotiate with regulatory agencies (federal, state and local);
- (f) Assist in environmental permitting and compliance (e.g. air, groundwater, stormwater, wastewater, solid waste, etc.);
- (g) Review and analyze regulations;
- (h) Conduct environmental audits;
- (i) Conduct environmental site assessments;
- (j) Conduct noise and odor analyses and abatement;
- (k) Prepare ecological risk assessments;
- (l) Assist in the development of Environmental Management Systems;
- (m) Assist in environmental reporting (e.g., air emission statements, Tier 2, etc.);
- (n) Provide public presentations; and
- (o) Provide expert testimony.



REQUEST FOR SERVICES

[DATE]

[NAME OF CONTACT FOR CONSULTANT]
[NAME OF CONSULTANT]
[ADDRESS 1 OF CONSULTANT]
[ADDRESS 2 OF CONSULTANT]

**Re: Engineering, Consulting And Power-Product Professional Services Agreement
Request for Services**

Dear _____:

This Request will authorize you to provide the Additional Services described below in accordance with the terms and conditions of the “Engineering, Consulting And Power-Product Professional Services Agreement,” dated July 1, 2016 between MIRA and you.

The Scope of Services, Estimated time of Performance and Estimated Costs set forth below will become a part of the above-referenced Agreement and will be incorporated therein, as an amendment, upon your acceptance of this Request, to be indicated below. The Scope of Services is the product of consultation between MIRA and you and the Estimated Time of Performance and Estimated Costs have been provided by you and deemed acceptable by MIRA.

1. Scope of Services

[PROVIDE DETAILS]

2. Estimated Time of Performance

[PER CONSULTANT]

3. Estimated Costs

[PER CONSULTANT]

These costs are not to be exceeded without MIRA’s prior written consent. MIRA shall not pay for any services rendered or expenses incurred by Consultant in excess of those included in this Request unless specifically authorized in advance and in writing by MIRA.

Sincerely,

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By: _____
Title: _____

Accepted and agreed to under the terms of the
Engineering, Consulting And Power Product Professional Services Agreement
dated _____, 20__.

[CONSULTANT NAME]

By: _____
Title: _____

STANDARD FORMAT

COMPENSATION SCHEDULE

[The Consultant's Payment Rate Schedule Form that was submitted with the Consultant's Statement Of Qualifications, as such Form may be modified as a result of negotiations between MIRA and the Consultant, will be added by MIRA.]

TRAVEL POLICY AND EXPENSE REPORTING PROCEDURE

Attached hereto and incorporated herein this Exhibit D is the Travel Policy And Expense Reporting Procedure adopted by MIRA's predecessor, CRRA, and promulgated by MIRA as a successor authority to CRRA per Public Act 14-94.



TRAVEL POLICY AND EXPENSE REPORTING

**BOARD OF DIRECTORS POLICY AND PROCEDURE
NUMBER 032**

**APPROVED BY CRRA BOARD OF DIRECTORS
SEPTEMBER 29, 2005**

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CONNECTICUT RESOURCES RECOVERY AUTHORITY TRAVEL POLICY AND EXPENSE REPORTING

1. GENERAL STATEMENT

This Travel Policy and Expense Reporting guide presents the policies that all CRRA employees (hereafter “employee(s)”) must adhere to in the planning and conducting of their business travel and their reimbursement requests. CRRA requires that all travel expenditures and their accountings meet the Internal Revenue Service requirements of “ordinary, necessary and reasonable” and should be conservative and consistent with the nature of the business assignment. These policies safeguard CRRA and protect the employee from being assessed additional taxable income. All employees are expected to fully comply with the policies and instructions in this guide. Reimbursements for actual and necessary expenses made to Directors of CRRA shall be made consistent with the provisions of this Travel Policy And Expense Reporting guide; however, as stated in the Connecticut General Statutes, Directors shall not be required to obtain pre-approval from the President for any expenses.

2. APPROVALS

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all overnight trips out of state, except in an emergency. It is the obligation of the employee to obtain this prior approval and no reimbursement will be made without this approval.

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all employee trips that are for educational seminars, professional conferences, vendor-initiated field trips, and industry organization events.

To obtain written approval, the employee must complete the overnight travel form, and, if a cash advance is requested, complete a cash advance form that estimates the out-of-pocket expenses, and submit the completed form(s) to the appropriate Division Head or President in as far in advance as possible of departure date.

3. TRANSPORTATION

Transportation expenses should be kept to a minimum. The most direct and practical route should be selected.

3.1 Rental Automobile

Rental car expenses will be paid by CRRA and whenever possible should be billed directly to CRRA to take advantage of CRRA's tax-exempt status and any other discounts available to CRRA.

3.1.1 Insurance

3.1.1.1 Business Use Of A Rental Automobile

Employees on business do not need to purchase additional insurance coverage (collision damage waiver or excess liability) from the rental company. The Corporate Insurance Program covers these risks. Please note that all vehicles must be rented in CRRA's name to have CRRA's policy cover the employee.

3.1.1.2 Personal Use Of A Rental Automobile

Employees are prohibited from using a CRRA rental automobile for personal use. Personal use that is incidental to CRRA business use will be covered by the CRRA insurance policy as long as the vehicle was rented in CRRA's name. Incidental usage is defined as usage of the vehicle that is directly related to business usage (e.g. mileage to get meals on a business trip).

3.2 Business Use Of Employee's Car

3.2.1 Reimbursement Rate

The reimbursement rate for an employee's use of their personal automobile for CRRA business is the IRS approved rate, as adjusted from time to time by the IRS, for employee use of their personal car on business. The above mileage reimbursement allowance for business use of an employee's vehicle is calculated in a manner that takes into account all auto-related expenses, including the cost of carrying insurance (without a deductible). Therefore, CRRA will not reimburse an employee for vehicle damage or personal liability that occurs while a personal automobile is being used on CRRA business if the employee drives their personal vehicle 2,500 miles per year or more. This includes any deductible that may apply. However, if an employee's vehicle is driven on company business 2,500 miles or less annually, and is involved in a motor vehicle accident, CRRA will reimburse the employee through the normal expense reimbursement process for their physical damage deductible up to a maximum of \$500.00 per accident. Evidence of the payment of the deductible by the employee must be provided to CRRA in order to receive reimbursement. (Traveling on business does not include any travel involved in commuting to or from work, lunch time errands or anything other than authorized business use). Before an employee seeks the foregoing reimbursement for the use of his personal automobile, the

employee shall provide CRRA with written evidence of his personal automobile insurance with limits as required by the Connecticut General Statutes. The foregoing written proof shall be kept on file in the CRRA Finance Division.

3.2.2 Mileage Calculation

In all travel away from the CRRA office, the employee will be reimbursed using the shortest distance between points. For travel from Hartford to a CRRA facility, the President shall cause the shortest distance to be determined and the President shall cause such determination to be made available to employees. Unless approved by an employee's Division Head, employees shall use the distances determined by the President in all requests for reimbursement for travel from Hartford to a CRRA facility. An employee may request and the employee's Division Head may approve distances other than those determined by the President in extraordinary circumstances when, for reasons beyond the control of the employee, the route of the shortest distance was not reasonably available for use.

In calculating mileage, the normal commute mileage to and from the employee's home to the employee's assigned place of work must be deducted from the total trip mileage. For example, if the total trip mileage equals 100 miles, and normal commute mileage equals 20 miles, CRRA will reimburse the employee for 80 miles. This is in accordance with Internal Revenue Service and State of Connecticut policy.

3.2.3 Tolls/Parking

No receipts are necessary for tolls or parking unless they exceed five (\$5.00) dollars.

3.3 Air Travel

All air travel requires prior approval from the CRRA President. For approved travel, CRRA will reimburse employees only for coach accommodations. Employees are encouraged to inquire about discount packages and to take advantage of the least costly route whenever possible. When an employee plans a trip, the reservations should be made as far in advance as practical to obtain the lowest rate. All approved air travel for the previous month shall be reported to the CRRA Board of Directors at its next Board Meeting.

3.4 Taxis

Taxi service may be used when no other form of public transportation is available or when the cost of a taxi is close to the cost of public transportation. Employees are encouraged to use courtesy cars, airport limousines, or buses whenever possible. Since some taxi services do not provide receipts, you should have the back of your business card signed, dated, and the amount of the fare indicated by the driver.

3.5 CRRA Owned Automobiles

Please refer to the CRRA Vehicle Usage Policy adopted by the CRRA Board of Directors at its November 21, 2003, Board of Directors Meeting.

4. MEALS

Permissible expenditures for meals and tips depend on location and circumstances. Only reasonable and customary charges will be allowed and reimbursed by CRRA. An exception may be granted by the President in unusual circumstances. In-state breakfast, lunch, and dinner will not be reimbursed unless they involve a business meeting.

5. LODGING

Lodging accommodations in reasonable and economically priced single occupancy rooms, including customary tips, are reimbursable if the employee has to stay away from home overnight because of unfinished business or an early morning business meeting.

Employees should request government rates at the time of making reservations.

6. INCIDENTALS

The incidentals allowance encompasses such things as gratuities and one telephone call a day of reasonable duration to the employee's home. It is anticipated that the cost of such calls generally will appear on the employee's hotel bill.

7. PERSONAL EXPENSES

Some travel expenses are considered personal and CRRA will not reimburse them. The following, while not all inclusive, lists examples of such personal expenses that are not reimbursable expenses: amusements, athletic events, barbers, books for personal reading, athletic court or gym costs, damage to luggage, fines, hair stylists, magazines, newspapers, movies, and saunas.

8. OTHER BUSINESS EXPENSES

With prior approval of the President, CRRA will reimburse an employee for the incidental costs necessary to further an important CRRA business purpose. Any foregoing expense must be reported to the Board at the Board's next Board of Directors meeting. Any such expense must be documented by showing the following:

- The name(s) of the person or persons and the location and nature of the expense.
- The business relationship with CRRA.
- The specific business reason for the expense.
- The actual business conducted.

CRRA will not reimburse the cost of home entertaining.

9. EXPENSE REPORTING

All expense reporting must be submitted to CRRA using the CRRA expense reimbursement form(s) within twenty working days after the day the employee returns from his/her trip.

10. RECEIPTS

Employees shall obtain receipts for all travel expenses, exclusive of mileage reimbursement. This includes receipts for all meals, airfare, bus fare, taxi, toll or parking charges in excess of \$5.00 dollars, limousine, hotel, and registration fees. Travel expenses in excess of the stated guidelines herein will be reimbursed only if all receipts accompany expense vouchers. Expenses submitted without a receipt, except for gratuity and certain transfer charges, may not be reimbursed.

Original receipts are required for all entertainment.

11. EXCEPTIONS

Exceptions to these travel and expense guidelines will be authorized only upon the prior authorization of President when the circumstances warrant. Any such exception to these travel and expense guidelines should be documented and the President should notify the CRRA Board of Directors of such exception at the Board's next Board Meeting.

ORIGINAL

Approved by: Board of Directors
Effective Date: 05/20/04

REVISION 1

Prepared by: Jim Bolduc, Chief Financial Officer
Approved by: Board of Directors
Effective Date: 09/29/05

MONTHLY BILL FORMAT

Name of Consultant:	
Contract Number:	
Billing Period:	
Purchase Order Number:	
Request For Services Number:	

TASK (Insert Task Number and Name; Use a separate set of tables for each task.)

Personnel	Title	Work Performed	Hours	Rate	Amount
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
Subtotal Personnel					
Ancillary Services/Equipment			Units	Rate	Amount
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
Subtotal Ancillary Services/Equipment					
Subtotal for Task (Insert Task Number)					
TOTAL (Insert billing period for which bill is being submitted)					

EXHIBIT F:

**CAMPAIGN CONTRIBUTION AND SOLICITATION
LIMITATIONS**

Attached hereto and incorporated this Exhibit F is the State Elections Enforcement Commission's Notice of Campaign Contribution and Solicitation Limitations (SEEC Form 10), signed by the Contractor acknowledging receipt thereof.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 1 of 3



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

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

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

CONTRACT CONSEQUENCES

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

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 2 of 3



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3



ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

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

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"

AFFIDAVIT CONCERNING NONDISCRIMINATION

[The successful Respondent's Affidavit Concerning Nondiscrimination (that was submitted with the successful Respondent's Statement Of Qualifications) will be added by MIRA.]



AFFIDAVIT CONCERNING CONSULTING FEES

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

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

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

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

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

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

TABLE 1: Disclosure of Consulting Agreements

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

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

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date



CONTRACTOR’S CERTIFICATION CONCERNING GIFTS

ENGINEERING, CONSULTING AND POWER-PRODUCT PROFESSIONAL SERVICES AGREEMENT

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

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid for the “Engineering, Consulting And Power-Product Professional Services Agreement” (the “Agreement”) to the Materials Innovation and Recycling Authority (“MIRA”), and has been selected by MIRA as the successful bidder/proposer/SOQ submitter for the Agreement and is prepared to enter into the Agreement with MIRA; and
3. No gifts were made between January 1, 2016 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor’s bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor’s bid/proposal/statement of qualifications for or the negotiation of the Agreement

to

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

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

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

Peter Egan, Director of Operations and Environmental Affairs
Roger Guzowski, Contract and Procurement Manager
Tom Kirk, President

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

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

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

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

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

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

(Form of) Agreement – Exhibit I

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

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

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

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

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

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

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



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**ENGINEERING, CONSULTING AND
POWER-PRODUCT PROFESSIONAL SERVICES AGREEMENT**

Awarded To

[NAME OF CONSULTANT]

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

By submission of this Certification, the President of the Materials Innovation and Recycling Authority ("MIRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "ENGINEERING, CONSULTING AND POWER-PRODUCT PROFESSIONAL SERVICES AGREEMENT" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

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

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court