REQUEST FOR QUALIFICATIONS

FOR

RENEWABLE ENERGY CERTIFICATE BROKER SERVICES
(RFQ Number 18-OE-006)

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

Issued: May 24, 2018

REQUEST FOR QUALIFICATIONS

For

RENEWABLE ENERGY CERTIFICATE ("REC") BROKER SERVICES

(RFQ Number 18-OE-006)

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

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REQUEST FOR QUALIFICATIONS
(AND INSTRUCTIONS FOR SUBMITTERS)

RENEWABLE ENERGY CERTIFICATE BROKER SERVICES

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1. About MIRA

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.

2. Overview

MIRA is requesting Statements of Qualifications ("SOQs") from qualified firms interested in providing certain Renewable Energy Certificate Broker Services for MIRA for the period beginning upon contract execution through June 30, 2020.

MIRA generates Class II Renewable Energy Certificates ("RECs") from the production of renewable electricity at its Resource Recovery Facility in Hartford and has 2018 vintage and later RECs that need to be sold.

In 2017, Public Act 17-144 was enacted, which among other things, increased the CT RPS for Class II RECs to 4% starting in 2018, and, limited the eligible sources ofClass II RECs to in-state Waste-To-Energy facilities. These two changes are expected to increase the value of the CT Class II RECs significantly and positively impact MIRA's revenues (though MIRA recognizes that there will be a ceiling on the value of these Class II RECs because i) the Class II Alternative Compliance Payment is currently $25/REC and ii) CT Class I RECs can be used to satisfy a Load Serving Entity's Class II RPS requirement). MIRA is seeking to pre-qualify and engage firms to provide certain Renewable Energy Certificate Broker Services to help MIRA maximize the value of MIRA's Class II RECs and the resulting revenue to MIRA.

Once qualified by MIRA and under contract, firms will be required to perform the following categories of services, which are more fully outlined in the Section 9 of this Request for Qualifications (Section 1 of the RFQ Package Documents) and the form of Renewable Energy Certificate Broker Services Agreement included as Section 4 of the RFQ Package Documents:

- If so directed by MIRA, broker a specific quantity of MIRA's Class II RECS as instructed by MIRA to potential buyers to maximize the revenue to MIRA from the sale of those Class II RECs (this RFQ contemplates that each specific quantity of MIRA's Class II RECs will only be given to one broker at a time such that two brokers will not be in the marketplace at the same time); and

- As part of a firm's ongoing appraisal of the market for CT Class II RECs, to notify MIRA of potential opportunities to maximize the value of MIRA's Class II RECs.

This RFQ contemplates that brokers will typically be asked to market RECs after they have been generated. MIRA reserves the right to sell future RECs, but only if those RECs are unit-contingent.

3. RFQ Schedule

The following is the schedule for the RFQ process:

ITEM	DATE
RFQ Documents Available	On or about Thursday May 24, 2018
Deadline for Written Questions	3pm on Friday June 1, 2018
Deadline For MIRA Response To Written Questions	End of Day June 6, 2018
SOQs Due at MIRA	SOQs will be accepted by MIRA throughout the SOQ Submittal Period as specified in Section 4 of this Statement of Qualifications (Section 1 of the SOQ Package Documents)
Interviews with Selected Firms	Interviews will be conducted at MIRA's discretion, on an on-going as-needed basis beginning on the Initial Due Date and continuing throughout the SOQ Submittal Period, as specified in Section 4 of this Statement of Qualifications (Section 1 of the SOQ Package Documents)
Selection and Notice of Award Issued	SOQs will be reviewed by MIRA staff at MIRA's convenience after they have been received. Any and all SOQs that MIRA staff recommend for approval will be brought to MIRA's Board of Directors for their approval as specified in Section 4 below.
Effective Date of Agreement	Upon execution

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.

4. SOQ Submittal Period

SOQs will be accepted by MIRA on an ongoing basis during a period (the "SOQ Submittal Period") which begins on June 8, 2018 (the "Initial Due Date") and continues through the earlier of a) July 30, 2018 (the "Final Due Date") or b) any date prior to the Final Due Date upon which MIRA elects to terminate this RFQ.

Upon receipt by MIRA, SOQ submittals are subject to the following steps, all of which will be conducted at MIRA's convenience, and which MIRA reserves the right to conduct prior to the Final Due Date:

(a) Review by MIRA staff per the conditions and criteria set forth in this Request For Qualifications.

(b) Approval by MIRA Board of Directors. If, after review of an SOQ, MIRA staff recommends that MIRA enter into a contract with an SOQ Submitter, staff will bring that recommendation to an upcoming monthly meeting of MIRA's Board of Directors ("MIRA BOD"), and any applicable subcommittee thereof, for their approval. If the MIRA BOD concurs with staff recommendations, they will authorize the MIRA President to enter into a contract with the recommended SOQ Submitter

(c) For any firm with whom it has been approved to enter into an agreement, MIRA will prepare counterparts of the Agreement and send those counterparts to the recommended SOQ Submitter for subsequent execution and return to MIRA. Upon receipt of those returned counterparts, MIRA will route those returned counterparts to applicable MIRA staff (e.g. legal) for a final review and execution of the Agreement by MIRA's President. Upon final execution, MIRA will return a fully executed counterpart of the Agreement to the Contractor and keep counterpart(s) for its records.

5. 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 Deadline For MIRA Response To Written Questions, as set forth in the RFQ Schedule (in Section 3 of this Request For Qualifications), that clarify, correct or change any or all of the Contract Documents.

(b) **Contract Documents**:

(1) Renewable Energy Certificate Broker 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) **Laws And Regulations**: Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.

(d) **Notice Of Award**: Written notification from MIRA to the apparent successful SOQ Submitter(s) that 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.

(e) **Project**: The provision by the successful SOQ Submitter(s) of Renewable Energy Certificate Broker Services for MIRA in accordance with the Contract Documents.

(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. Issues and Questions Form;
   - 3.4. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
   - 3.5. Business Disclosure Form
   - 3.6. Affidavit Concerning Nondiscrimination;
   - 3.7. Background Questionnaire;
   - 3.8. Notice To Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution And Solicitation Limitations
   - 3.9. Agreement Exception Form
4. (Form of) Renewable Energy Certificate Broker Services Agreement, including Exhibits A- J thereto:

(g) **SOQ Submitter:** An entity who submits a Statement of Qualifications in response to this Request For Qualifications for Renewable Energy Certificate Broker Services.

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

6. Availability Of RFQ Package Documents

Complete sets of the RFQ Package Documents may be obtained online 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: Renewable Energy Certificate Broker 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 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 $25.00 for anyone picking up the documents at MIRA's office. Payment should be made by check to "Materials Innovation and Recycling Authority."

7. 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.

8. Reserved Rights

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

(a) To reject any and all Statements of Qualifications, or parts 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 republish this RFQ after having rejected any or all of the statements of qualifications;

(c) To issue additional or subsequent solicitations for Statements of Qualifications;

(d) To supplement, amend, or otherwise modify or cancel this RFQ with or without substitution of another RFQ;

(e) To terminate this RFQ process at any time prior to the execution of any Agreement;

(f) To modify the RFQ schedule or any portion thereof;

(g) To approve or disapprove of particular subcontractors, joint ventures, or other proposed team members;

(h) To provide supplemental information only to prospective SOQ Submitters who submit a Notice of Interest Form;

(i) To clarify the information provided pursuant to this RFQ;

(j) To request additional documentation to support the information included in any SOQ;

(k) To conduct investigations of the SOQ Submitters and their Statements of Qualifications;

(l) To interview and hold discussions with any SOQ Submitters at any time after receipt of SOQs and before the signing of a legally binding contract;

(m) To request additional evidence or documentation to support the information included in any Statement of Qualifications; and

(n) To enter into a final contract with terms that vary from the terms set forth in this RFQ

9. Scope Of Services

The Services to be performed under the Agreement are more particularly described in the Agreement (Section 4 of the RFQ Package Documents). Specific instructions about how the Services are to be performed are included in the Agreement.

10. 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.

11. 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 SOQ Submitters for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential SOQ Submitters.

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 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 (**Section 1 of the RFQ Package Documents**).

Addenda, if any, will be posted on MIRA's web site 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: Renewable Energy Certificate Broker Services" Heading. Notice when such addenda have been posted will also 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.

Failure of any SOQ Submitter to receive any such Addenda shall not relieve such SOQ Submitter 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.**

12. 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 06067, Attn: Roger Guzowski. MIRA reserves the right to reject SOQs received after the time and date set forth therein.

Each SOQ Submitter must submit one (1) original and three (3) 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 Renewable Energy Certificate Broker Services."

SOQs shall remain open and subject to acceptance for one hundred twenty (120) days after receipt by MIRA.

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.

13. Form of Agreement

The form of the Agreement that MIRA intends to sign with successful SOQ Submitters is enclosed as **Section 4 of the RFQ Package Documents**.

The term of the Agreement shall be from **the date the Agreement is executed through June 30, 2020**.

While it intends to enter into an agreement with one or more selected SOQ Submitters, 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 Business Exception Form (Section 3.10 of the RFQ package documents). However, MIRA reserves the right to negotiate, modify, and/or waive at its sole and absolute discretion any terms of the Agreement, and to negotiate with any SOQ submitter regarding the rates submitted in their SOQ.

14. SOQ Contents

SOQs shall be submitted on forms provided by MIRA as part 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) The legal structure of the firm (e.g., corporation, joint venture, etc.) and the State in which the firm is organized; and
(3) A clear statement indicating that the attached SOQ constitutes a firm and binding offer by the SOQ Submitter to MIRA considering the terms and conditions outlined in the RFQ; and
(4) The SOQ Submitter's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 14.2 of this Instructions To Property Appraisers);

(c) Table of Contents;

(d) The completed Statement Of Qualifications Form (**Section 3.1 of the RFQ Package Documents**), with 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**);

(f) The completed Issues and Questions Form (**Section 3.3 of the RFQ Package Documents)**

(g) The completed Business Disclosure Form (**Section 3.4 of the RFQ Package Documents**)

(h) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (**Section 3.5 of the RFQ Package Documents**), with the SOQ Submitter's most recent EEO-1 data attached if the SOQ Submitter wishes such data to be considered in the evaluation of its SOQ;

(i) The completed Affidavit Concerning Nondiscrimination (**Section 3.6 of the RFQ Package Documents**), with the SOQ Submitter's nondiscrimination policies and procedures attached;

(j) The completed Background Questionnaire (**Section 3.7 of the RFQ Package Documents**) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);

(k) The completed and signed acknowledgement of Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations (**Section 3.8 of the RFQ Package Documents**)

(l) The completed Agreement Exception Form (**Section 3.9 of the RFQ Package Documents**).

(m) A copy of the SOQ Submitter's up-to-date certificate of insurance showing all current insurance coverage.

SOQ Submitters should not include in their Statement Of Qualifications other portions of the RFQ Package Documents (e.g., this Request For Qualifications or the Agreement).

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

15. 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.

16. Additional Information And Interviews

MIRA reserves the right to request additional information from SOQ Submitters and to request certain SOQ Submitters 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.

17. SOQ Evaluation

The award of the contracts for the Services will be made, if at all, to the SOQ Submitter(s) whose evaluation by MIRA results in MIRA determining that such award to such SOQ Submitter(s) is in the best interests of MIRA. **However, the selection of an SOQ Submitter(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.

17.1 Evaluation Criteria

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

(a) Price;

(b) The qualifications of personnel including the experience and availability of the day-to-day staff and the breadth and depth of other partners, associates and other professionals available to provide services to MIRA;

(c) The experience of such SOQ Submitter providing such services for clients, including governmental entities and resource recovery entities;

(d) The SOQ Submitter's demonstrated market presence including volume of sales, sale price, and diversity of buyers to whom the SOQ Submitter has marketed RECs.

(e) MIRA's determination, in its sole discretion, of its need for additional brokers compared to the REC brokers already under contract ot MIRA.

(f) Demonstrated skill, ability and integrity to perform the Services required by the Contract Documents;

(g) Team organization and approach including the demonstrated ability of the SOQ Submitter to adequately staff and complete time-sensitive pro-

jects and transactions and to interact effectively with MIRA, and other professionals involved in MIRA's projects and transactions;

(h) Demonstrated willingness to work as partners with MIRA (or other clients if SOQ Submitter has not previously worked with MIRA) to resolve issues in the most cost efficient manner for MIRA;

(i) Responsiveness in a timely manner to MIRA questions during the RFQ evaluation process; and

(j) Any exceptions that SOQ Submitter takes in their Insurance Exception Form (**Section 3.12 of the RFQ Package Documents**.)

(k) Any other factor or criterion that MIRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

17.2 Affirmative Action Evaluation Criteria

SOQs will also be rated on the SOQ Submitter'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 SOQ Submitter'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 3.5 of the RFQ Package Documents**));

(b) The SOQ Submitter'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 3.5 of the RFQ Package Documents**));

(c) The SOQ Submitter'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 3.5 of the RFQ Package Documents**)); and

(d) The SOQ Submitter'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 12(i) of this Instructions To SOQ Submitters).

18. Contract Award And Notice Thereof

If the contracts are to be awarded, upon approval by MIRA's Board of Directors, MIRA will issue to the successful SOQ Submitter(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.

Enclosed with the **Notice of Award** will be two execution copies of the Agreement. The **Notice of Award** will contain the instructions for completing, executing and returning the Agreement. Upon receipt of the two executed counterparts of the Agreement, MIRA will route the Agreement internally for execution. Upon MIRA's execution of both counterparts of the Agreement, one fully executed counterpart will be provided to the Contractor(s) for their files.

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 SOQ Submitter and subsequently awarding the Notice Of Award to another SOQ Submitter. Such action by MIRA shall not constitute a breach of this RFQ by MIRA since the Notice Of Award to the initial SOQ Submitter is deemed to be void ab initio and of no effect.

19. Affidavit Concerning Consulting Fees

Pursuant to *Connecticut General Statutes* Section 4a-81, the apparently successful SOQ Submitter(s) must submit an affidavit stating that, except as specified in the affidavit, it has not entered into any contract with a consultant in connection with the 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 4C of the RFQ Package Documents**).

20. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful SOQ Submitter(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 SOQ Submitter(s) does not execute the Certification, it will be disqualified for the Agreement. The dates between which the SOQ Submitter 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 4D of the RFQ Package Documents**).

21. SOQ Submitter's Qualifications

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

22. SOQ Preparation And Other Costs

Each SOQ Submitter 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.

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. 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.

Solicitation:	**RENEWABLE ENERGY CREDIT BROKER SERVICES**
RFQ Number:	**RFQ 18-OE-006**

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:	**rguzowski@ctmira.org**
Fax Number:	**(860) 757-7740**
Correspondence Address:	**Materials Innovation and Recycling Authority** **200 Corporate Place, Suite 202** **Rocky Hill, Connecticut 06067**

STATEMENT OF QUALIFICATIONS FORM

RFQ NUMBER: FY18-OE-006

CONTRACT FOR: Renewable Energy Credit Broker Services

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

1. 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.

2. TERMS AND CONDITIONS

The undersigned (the "SOQ Submitter") accepts and agrees to all terms and conditions of the Request For Qualifications For Renewable Energy Credit Broker Services, the Agreement and any Addenda to any such documents. This SOQ shall remain open and subject to acceptance for one hundred eighty (180) days after the SOQ due date.

If MIRA issues a Notice Of Award to SOQ Submitter, SOQ Submitter 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 Contractor's 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.

3. SOQ SUBMITTER'S OBLIGATIONS

SOQ Submitter proposes and agrees, if this SOQ is accepted by MIRA and MIRA issues a Notice Of Award to SOQ Submitter, 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 SOQ Submitter 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*.

4. SOQ SUBMITTER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT

In submitting this SOQ, SOQ Submitter 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 Business Exception Form (SOQ Form 10), SOQ Submitter is willing to and shall, if MIRA accepts its SOQ for the Services and issues a Notice Of Award to SOQ Submitter, execute such Agreement. However, MIRA reserves the right to negotiate with SOQ Submitter over SOQ Submitter's rates for the Services submitted in its SOQ.

5. SOQ SUBMITTER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this SOQ, SOQ Submitter represents that:

(a) SOQ Submitter 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) SOQ Submitter 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) SOQ Submitter has studied and carefully correlated SOQ Submitter's knowledge and observations with the Contract Documents and such other related data;

(e) SOQ Submitter has given MIRA written notice of all conflicts, errors, ambiguities and discrepancies that SOQ Submitter has discovered in the Contract Documents and the written resolutions thereof by MIRA are acceptable to SOQ Submitter;

(f) If SOQ Submitter has failed to promptly notify MIRA of all conflicts, errors, ambiguities and discrepancies that SOQ Submitter has discovered in the Contract Documents, such failure shall be deemed by both SOQ Submitter and MIRA to be a waiver to assert these issues and claims in the future;

(g) SOQ Submitter 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 SOQ Submitter of all terms and conditions for performing, furnishing and completing the Services for which this SOQ is submitted.

6. SOQ SUBMITTER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this SOQ, SOQ Submitter acknowledges and agrees that SOQ Submitter 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.

7. SOQ SUBMITTER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

8. SOQ SUBMITTER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this SOQ, SOQ Submitter:

(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 SOQ Submitter's SOQ is subject to disclosure if required by law or otherwise; and

(b) Expressly waives any claim(s) that SOQ Submitter 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.

9. SOQ SUBMITTER'S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this SOQ, SOQ Submitter, 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 SOQ Submitter prior to "opening" to any other person or company;

(c) No attempt has been made or will be made by the SOQ Submitter to induce any other person, partnership of corporation to submit, or not to submit, a SOQ for the purpose of restricting competition;

(d) The SOQ Submitter has not directly or indirectly induced or solicited any other SOQ Submitter to submit a false or sham SOQ; and

(e) SOQ Submitter has not sought by collusion to obtain for itself any advantage for the Services over any other SOQ Submitter for the Services or over MIRA.

10. SOQ SUBMITTER'S REPRESENTATIONS CONCERNING RFQ FORMS

By submission of this SOQ, the SOQ Submitter, 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.

11. SOQ SUBMITTER'S WAIVER OF DAMAGES

SOQ Submitter and all its affiliates and subsidiaries understand that by submitting a SOQ, SOQ Submitter is acting at its and their own risk and SOQ Submitter 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.

12. SOQ SUBMITTER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

For all state contracts as defined in P.A. 10-1 having a value in calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign and solicitation prohibitions, and will inform its principals of the contents of the notice.

Acknowledgement of this notice is included and must be signed by the SOQ Submitter and submitted as part of this SOQ as SOQ Form 10.

13. 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 Issues and Questions To Be Answered Form (SOQ Form 3);

(c) The completed Business Disclosure Form (SOQ Form 4);

(d) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (SOQ Form 5);

(e) The completed Affidavit Concerning Nondiscrimination, with the SOQ submitter's nondiscrimination policies and procedures attached (SOQ Form 6);

(f) The completed Background Questionnaire that has been signed before a Notary Public or Commissioner of the Superior Court; (SOQ Form 7);

(g) signed Acknowledgement Of Notice Of Campaign Contribution And Solicitation Limitations (SOQ Form 8);

(h) The completed Business Exception Form (SOQ Form 9); and

(i) A copy of the SOQ Submitter's up-to-date certificate of insurance showing all current insurance coverage.

14. NOTICES

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

SOQ Submitter Name:	
SOQ Submitter Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

15. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 2018

Name of SOQ Submitter:	
Signature of SOQ Submitter Representative:	
Name (Typed/Printed):	
Title (Typed/Printed):	

BUSINESS INFORMATION FORM

Bidder/Proposer/Statement of Qualifications Submitter (hereinafter collectively referred to as "Consultant" must provide the information requested in the following sections.

1. CONSULTANT 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:	☐ Corporation ☐ Joint Venture ☐ Partnership ☐ Public Entity ☐ Other	
State in Which Entity is Legally Organized:		

Year Entity Started:		Number of Employees:		Number of Offices:	
Location(s) of Offices (City and State):					

2. CONSULTANT HISTORY AND OVERVIEW

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

3. FIRM BACKGROUND AND EXPERIENCE

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

4. SUBCONTRACTOR INFORMATION

	Yes	No
Will Consultant **subcontract** with entities for significant portions of the Services?	☐	☐

If Consultant answered "yes" to the above question, provide the following information concerning the subcontractors. If Consultant will subcontract with more than two 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:	
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:	
Provide brief description of specific role Subcontractor 2 will have in providing the Work/Services.	

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 Bidder/Proposer/Statement of Qualifications Submitter. 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.

5.1 *REFERENCE 1*

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

5.2 *REFERENCE 2*

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

5.3 *REFERENCE 3*

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

ISSUES AND QUESTIONS TO BE ADDRESSED FORM

INSTRUCTIONS: **Complete, written responses must be provided to each of the following issues/questions and each answer must begin on a new page**.

1. Please confirm whether or not your firm or any affiliate firm serves load in Connecticut (is considered a Load Serving Entity ("LSE") in Connecticut. LSE is defined as an entity that secures electric energy, transmission service, and related services to serve the demand of its customers.

2. Please list any licenses the firm or its brokers maintain to conduct brokerage services.

3. Background on your firm's experience (including years in business and specific activities in the REC/environmental commodity markets) that demonstrates your capabilities to devise successful strategies for the marketing and sale of MIRA's REC portfolio. Include proof of registration with the New England Power Pool Generation Information System (NEPOOL GIS).

4. A description of the staffing and personnel who will be devoted to these transactions, along with the résumés of key individuals.

5. A description of your firm's REC engagements during the last three (3) years, including volumes and classes of RECs brokered and the number of different LSEs to whom you brokered them. Include an overview of the types of clients you served, the strategies you used to market and sell the RECs, and any other key factors that were relevant to each transaction's success.

6. A discussion of the CT Class I and CT Class II REC markets and a discussion of the ISO NE Class I REC market demonstrating your understanding of how current and future market dynamics might affect MIRA's ability to most effectively monetize its REC portfolio. In particular, please address existing and proposed Renewable Portfolio Standards, and, existing and proposed Class 1 assets throughout the region, and their expected impacts to CT Class 1 and CT Class II REC values. Discuss issues of forward versus spot pricing, and the different options MIRA could pursue in terms of marketing and selling its future stream of RECs.

7. An explanation of how your firm conducts price discovery in the REC markets and will ensure MIRA obtains the best price possible for its RECs.

8. Any other information you believe would make your firm's representation of MIRA superior to other firms' representation. List three (3) clients for reference, for whom you

have performed similar services as those contemplated by this RFQ. Please include the name and telephone number(s) of the contact person at each reference.

9. A description of any litigation, pending judgments, etc., which could affect your ability to enter into an agreement with MIRA, including a description of the circumstances involved in any defaults by the submitter. If you have been subjected to any outside audits in the past three years, provide the name of the entity which performed the audit, for whom, the facility involved, and the results of the audit.

10. Compensation for services provided, either as a percentage of the value of RECs you broker for MIRA, a price per REC brokered for MIRA, or another price structure. If providing another price structure, provide a breakdown of any fees that may be charged on an hourly basis, any travel or other anticipated costs, as well as any and all listing and success fees associated with the marketing and sale of MIRA's RECs.

BUSINESS DISCLOSURE FORM

1. CONFLICTS OF INTEREST

In the space below, disclose any material assignments, relationships or other employment that the Proposer or any employee of the Proposer 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 Proposer either has in place or would take to identify, disclose and resolve any possible conflicts of interest.

[Attach Additional Pages If Necessary]

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 4 of this Form (the "Major MIRA Contractors").

In the table below, disclose any services similar to the Services that are the subject of this solicitation that the Consultant has provided to any of the Major MIRA Contractors. If the Consultant has provided any such services, provide a summary description of the services provided.

Having provided the services similar to the Services that are the subject of this solicitation to one or more of the contractors listed below does not disqualify a Consultant from consideration under this solicitation. The nature and extent of the services provided, and appropriate conflict of interest rules will all be considered.

[Attach Additional Pages If Necessary]

Organization	Summary Description of Services Provided

MIRA Vendor List (FY 2017)
Payments Greater than $100,000

100-200 CORPORATE PLACE
AMERICAN ARBITRATION ASSOC
BEECHER CARLSON/MASTER TRUST
ST OF CT COMMISSIONER OF REVENUE SERVICES
COMPLETE DISPOSAL COMPANY
CONNECTICARE, INC.
COPES RUBBISH REMOVAL
CONNECTICUT, STATE OF, DEEP
CWPM, LLC
DIME OIL COMPANY
ELECTRICAL ENERGY SYSTEMS CORPORATION
EVERSOURCE ENERGY
FIDELITY INVESTMENTS
HALLORAN AND SAGE LLP
HARTFORD, CITY OF
KAINEN ESCALERA & MCHALE PC
METROPOLITAN DISTRICT COMMISSION
NAES CORPORATION
NEXTERA ENERGY POWER MARKETING, LLC
PFIZER INC
PREMIUM ASSIGNMENT CORPORATION
WHEELABRATOR TECHNOLOGIES INC

4. COMPETITORS IN THE CT CLASS II REC MARKET

In the table below, disclose and describe any CT Class II REC services similar to the Services that are the subject of this solicitation that the Consultant has provided or may provide to MIRA's competitors in the CT Class II REC market.

Organization	Summary Description of Services Provided
Covanta Including Covanta Holding Corporation; Covanta Energy LLC; Covanta Bristol, Inc; Covanta Southeastern Connecticut and Covanta Connecticut (S.E.) LLC	
Wheelabrator Including Wheelabrator Technologies, Inc.; The Wheelabrator Corporation,; Wheelabrator Environmental Systems; Wheelabrator Bridgeport Limited Partnership; Wheelabrator Lisbon, Inc; and Wheelabrator Connecticut Inc.	

If the Consultant has provided or may provide similar services to MIRA's competitors in the CT Class II REC market, please describe how Consultant will ensure that MIRA receives maximum revenue from RECs brokered by Consultant for MIRA.

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

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

	Yes	No
1. Is the Contractor an Individual? *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.*	☐	☐
1A. How many employees does the Contractor have? ☐		
2. Is the Contractor a Small Business Enterprise based on the criteria in Schedule A? *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.*	☐	☐
2A. Is the Contractor certified by DAS as a Small Business Enterprise?[1]	☐	☐
3. Is the Contractor a Minority Owned Business Enterprise based on the criteria in Schedule B? *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.*	☐	☐
3A. Is the Contractor certified by DAS as a Minority Owned Business Enterprise?[1]	☐	☐
4. Does the Contractor have an Affirmative Action Plan?[2] *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.*	☐	☐
4A. Has the Affirmative Action Plan been approved by the CHRO?	☐	☐
4B. Will the Contractor develop and implement an Affirmative Action Plan?	☐	☐
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	☐	☐
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	☐	☐
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?	☐	☐
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?	☐	☐
9. Will subcontractors be involved? *If you answered "Yes" to Question 9, proceed to Question 9A.* *If you answered "No" to Question 9, you are finished with the questionnaire.*	☐	☐
9A. How many subcontractors will be involved? ☐		

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) ("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 "RENEWABLE ENERGY CREDIT BROKER 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 hereinafter referred to as the "Contractor").

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

	Yes	No
1. Has the Contractor or any of the following ever been the subject of a **criminal** investigation? (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. *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.* *If you answered "No" to Question 1, proceed to Question 2.*	☐	☐
1A. Has any indictment arisen out of any such investigation? *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.* *If you answered "No" to Question 1A, proceed to Question 2.*	☐	☐
1B. Has any conviction arisen out of any such indictment? *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.* *If you answered "No" to Question 1B, proceed to Question 2.*	☐	☐

2. Has the Contractor or any of the following ever been the subject of a **civil** investigation[1]? (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. *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.* *If you answered "No" to Question 2, proceed to Question 3.*	☐	☐
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? (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. *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.* *If you answered "No" to Question 3, proceed to Question 4.*	☐	☐
3A. Has any indictment arisen out of any such investigation? *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.* *If you answered "No" to question 3A, proceed to Question 4.*	☐	☐
3B. Has any conviction arisen out of any such indictment? *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.* *If you answered "No" to Question 3B, proceed to Question 4.*	☐	☐

[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).

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** investigation[1]? (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. *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..* *If you answered "No" to question 4, proceed to Question 5.*	☐	☐
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? (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. *If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.* *If you answered "No" to question 5, proceed to the Certification on the following page.*	☐	☐

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

Form 8

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 resulting 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.

Form 8

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"

Form of AGREEMENT EXCEPTION FORM

Using this form (add additional sheets of paper as needed), SOQ Submitter shall identify any portion of the (form of) Agreement that SOQ Submitter desires to take exception to, if any.

SOQ Submitter shall be specific regarding any exceptions listed. SOQ Submitter shall describe in detail the portion(s) of the Services or Agreement terms that the SOQ Submitter is taking exception to and why. SOQ Submitter shall also describe what, if any, alternative services, terms, or conditions SOQ Submitter is willing to provide or accept as a substitution for the Service, terms, or conditions to which SOQ Submitter has taken exception, if any.

If SOQ Submitter does not take exception to any portion of the (form of) Agreement, SOQ Submitter shall simply indicate below that SOQ Submitter "takes no exceptions", and submit this form along with the other SOQ forms as part of its SOQ submittal.

Note that MIRA will negotiate with SOQ Submitter on only those items identified by SOQ Submitter on this Business Exception Form. Also note that revisions to (form of) Agreement will be at MIRA's sole discretion.

Description of Exception Item		Reason for Exception	Proposed Alternative
1.			
2.			
3.			

Description of Exception Item		Reason for Exception	Proposed Alternative
4.			
5.			
6.			
7.			
8.			

Renewable Energy Certificate Broker Services Agreement

This Renewable Energy Certificate Broker Services Agreement ("Agreement") is made on _____("Effective Date"), by and between the MATERIALS INNOVATION AND RECYCLING AUTHORITY ("MIRA"), a quasi-public agency of the State of Connecticut, having its business address at 200 Corporate Place, Suite 202, Rocky Hill, CT 06067, and _____ ("Consultant"), having its business address at _____. MIRA and Consultant together are the Parties and each individually is a Party to this Agreement.

WHEREAS, MIRA owns and operates the Connecticut Solid Waste System Waste-to-Energy facility in Hartford, Connecticut, which facility generates Connecticut Class II Renewable Energy Certificates ("RECs"); and

WHEREAS, MIRA wishes to sell its RECs in a way that generates maximum value and minimum risk; and

WHEREAS, from time to time, MIRA may choose to engage the services of Consultant to assist in achieving maximum value and minimum risk for its RECs.

NOW, THEREFORE, MIRA and Consultant, intending to be legally bound, agree as follows:

1. Scope of Services. During the Term of the Agreement Consultant shall be solely responsible for the cost and expense of personnel, labor, insurance, equipment, tools and any other items necessary to properly perform its Services under the Agreement.

All personnel used by the Consultant shall be trained and skilled in the tasks they are assigned to perform and shall comply with all Applicable Laws and with all rules and regulations applicable to the provision of brokerage services. Consultant shall be responsible for securing and maintaining all necessary or required local, state, and federal registrations, permits, licenses, certificates, and approvals necessary for Consultant to perform the Services.

At all times during the Term of the Agreement Consultant shall keep on file with MIRA the contact information (name, telephone number, email and mailing address) for both a primary and a secondary contact person whom Consultant has tasked with the responsibility of managing MIRA's account on a day-to-day basis. Conversely, MIRA shall provide Consultant with the contact information (name, telephone number, email address, and mailing address) of both a primary and a secondary contact person whom MIRA has tasked with managing the day-to-day marketing of MIRA generated RECs.

Consultant shall provide Services that will include but may not be limited to:

a) At MIRA's request and upon receiving an "Authorization To Market" form ("Authorization") from MIRA, as further detailed in Section 4 below, contact an appropriate number of Load Serving Entities ("LSEs"), as defined by the North American Electric Reliability Corporation, or other interested parties, to inquire about the LSEs

need and price offer for RECs and report back to MIRA using the Authorization form, the quantity, price, and credit worthiness of the LSE. As part of an Authorization, if requested by MIRA, contractor shall:

i. provide LSEs to whom MIRA wishes to sell RECs with MIRA's standard Purchase and Sale Agreement.

ii. Facilitate the execution of the Purchase and Sale Agreement between MIRA and counterparty LSE.

b) Prior to executing an Authorization with the Consultant, MIRA may from time to time request additional information from each of the brokers with whom MIRA has executed a renewable energy certificate brokerage services agreement to help MIRA establish details of the Authorization (including which broker with whom to execute the Authorization, how many RECS to include in the Authorization, and any other information which MIRA deems necessary for the Authorization).
As part of this process, at MIRA's request, Consultant will provide MIRA with information to help evaluate the Connecticut Class I and Class II REC markets, which information may include upon MIRA's request:

i. Historic prices and forward pricing curves
ii. An assessment of the RPS within the ISO New England region

c) Upon brokering any RECS included in an Authorization, Contractor shall provide to MIRA and LSE, Consultant's transaction confirmation form containing at a minimum, the following information:

i. MIRA name, contact, phone number and email
ii. Buyer company name, contact phone number and email
iii. Transaction date
iv. Transaction type
v. Transaction number
vi. Product sold
vii. Quantity
viii. Unit price
ix. Total purchase and sale price
x. Contract details (subject to signed purchase and sale agreement, delivery mechanism, delivery deadline)

d) As part of Consultant's ongoing market assessment, Consultant agrees to communicate to MIRA assessments of temporary market conditions which Consultant believes may help MIRA to maximize the value of its RECs and which may impact when MIRA plans to market RECs. Such assessments may include but are not limited to:

i. Significant fluctuations in REC "bid" or "ask" pricing within the Market.
ii. Awareness that REC prices exceed MIRA's budgeted REC prices

iii. Pending governmental policy actions which could significantly impact REC market prices.
iv. Specific potential buyers of MIRAs RECs who have signaled a temporary appetite for MIRA's RECs.

2. Period of Performance. MIRA agrees to retain Consultant, and Consultant agrees to perform the Services under this Agreement, beginning on the Effective Date and ending June 30, 2020, unless earlier terminated in accordance with Section 8 of this Agreement.

3. Services To Be Performed On An Ongoing Basis. Consultant shall perform Services listed above in 1(d) on an ongoing basis for the duration of this Agreement. Services described in 1(d), are considered to be part of Consultants routine assessment of the REC market and shall not require, nor receive, a specific authorization from MIRA in a manner specified in Article 4 below. However, any request to broker MIRA Class II RECS which results from such ongoing tasks listed in 1(d) will require an Authorization as specified in Article 4 below.

4. Services To Be Performed Only When Authorized By MIRA. Consultant shall perform services listed above in 1(a) through 1(c) only upon receipt of an "Authorization To Market" form, attached hereto as Exhibit A, 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 CFO, or any person designated in writing to Consultant by the President or the CFO. MIRA and Consultant shall from time to time mutually agree on the method and manner of performing such Services.

5. Payment. Performance of any Services listed in Section 1 of this Agreement will result in a payment by MIRA to Consultant only when Consultant's Services result in a sale of MIRA's RECs to a buyer brokered by Consultant. The fee for such services is _____ percentage of the total value of the sale, or $_____multiplied by the number of RECs sold, whichever is lower.

6. Invoices. Consultant shall submit invoices that show the calculation of the fee based on the payment terms in paragraph 5, above. All invoices shall be subject to MIRA's determination of conformity with the terms and conditions of this Agreement. For conforming invoices, MIRA will pay Consultant within thirty (30) days of MIRA's receipt of payment for its RECs from the REC buyer. Consultant agrees to include the Agreement number, which can be found at the top of this Agreement, on all invoices submitted to MIRA in connection with Services performed under this Agreement. Invoices shall be submitted to: Materials Innovation and Recycling Authority 200 Corporate Place, Suite 202, Rocky Hill, CT 06067 Attn: Accounts Payable Department, and emailed to: accountspayable@ctmira.org

7. Subcontracting or Assignment. Consultant shall not subcontract, assign, or delegate any portions of the Services under this Agreement without prior written approval from MIRA.

8. Independent Contractor. Consultant understands that it is acting as an independent contractor and shall not hold itself out as representing or acting in any manner on behalf of

MIRA except within the Scope of Services of this Agreement or any other active agreements between MIRA and Consultant.

9. Disclosure of Information. Consultant agrees to disclose to MIRA any information discovered or derived in the performance of the Services required under this Agreement. Consultant shall not disclose to others any such information, any information received or derived in performance of this Agreement, or any information relating to MIRA without the prior written permission of MIRA, unless such information is otherwise available in the public domain.

10. Termination. (a) This Agreement may be terminated by either Party giving ten (10) business day's prior written notice to the other Party. In the event of such termination, MIRA shall be liable only for payment in accordance with the payment provisions of the Agreement for the Services actually performed prior to the date of termination. (b) If this Agreement expires or is otherwise terminated during the period (the "Purchase And Sale Period") which begins after the Consultant has found a buyer for the RECS that Consultant has received an Authorization from MIRA to broker which such buyer has been accepted in writing by MIRA (such buyer, hereafter the "Buyer"), but ii) before the Purchase and Sale of such RECs has been either consummated or the purchase and sale process has been terminated by MIRA, then any outstanding obligation on either Party required to consummate or terminate the purchase and sale process shall survive the expiration date and will be deemed by the Parties to be governed by the terms and conditions of this Agreement, except for those terms or conditions that do not reasonably apply.

11. 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 Services set forth in the scope of services hereunder (the "Services") 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.

1) <u>Minimum Scope of Insurance</u>

   Coverage shall be at least as broad as:

   (a) Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).

   (b) 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 Services.**

   (c) Workers' Compensation insurance as required by all states in which the Services are being done and Employer's Liability insurance.

(d) Professional Liability insurance if the Consultant or any subcontractor to them is providing legal or consultative services. The Professional Liability insurance should include coverage for all professional services related to the Services as outlined within the Agreement and should be kept in force for a completed operations period of at least five years after final completion of the Services.

2) Minimum Limits of Insurance

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

(a) Commercial General Liability:
1. $1,000,000 Each Occurrence for Bodily Injury & Property Damage.
2. $2,000,000 General Aggregate
3. $2,000,000 Products & Completed Operations Aggregate
4. $1,000,000 Personal & Advertising Injury

(b) Automobile Liability:
1. $1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
2. Include Owned, Hired and Non-Owned Auto Liability

(c) Workers' Compensation: Statutory limits.

(d) Employer's Liability:

1. $1,000,000 Each Accident
2. $1,000,000 Disease – Policy Limit
3. $1,000,000 Disease – Each Employee

(e) Excess/Umbrella Liability:
1. $5,000,000 Each Occurrence/Aggregate; schedule the General Liability, Automobile Liability, and Employers Liability and follow form with the underlying terms.

(f) Professional Liability
1. $2,000,000 Each Occurrence

3) 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 Services that may not be covered by the insurance policies required under this Agreement.

4) Other Insurance Provisions

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

(a) 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

(b) 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.

(c) 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.

(d) 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.

5) 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 Services are being performed, unless otherwise approved by MIRA.

6) 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 Services commence. Consultant shall provide new Certificates of Insurance upon renewal, replacement or addition of any insurance required under this Agreement.

7) 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.

12. Indemnification and Limitation of Liability. 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-contractors, or (c) any other person, to the extent any such injuries, damages 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-contractors. 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-contractors. The existence of insurance shall in no way limit the scope of this indemnification. Consultant's obligations under this Section shall survive the termination or expiration of this Agreement.

13. Quality of Service. Consultant shall perform the Services with care, skill, and diligence in accordance with the applicable professional standards currently recognized by his/her profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all Services furnished under this Agreement. If Consultant fails to meet applicable professional standards, Consultant shall, without additional compensation and at its own expense, correct or revise any errors or deficiencies in any Services furnished under this Agreement.

14. Construction And Interpretation For purposes of this Agreement:

1) Capitalized terms used herein shall have the meanings set forth herein;
2) 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;
3) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
4) 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;
5) The words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;
6) Reference to any particular party shall include that party's employees and the authorized agents of that party;
7) 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,
8) 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.

15. Severability. In the event that any one or more of the provisions contained in this Agreement

shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, then that provision shall be reformed and construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.

16. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto, and supersedes any previous agreement or understanding. This Agreement may not be modified or extended except in writing executed by the Parties.

17. 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. The parties hereto agree that the venue for any dispute or litigation related to this Agreement shall be Hartford County, Connecticut.

18. State Contracting Obligations. The Consultant agrees and warrants that in the performance of the Agreement, 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 work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Consultant further agrees to take affirmative action to ensure 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 such contractor that such disability prevents performance of the work involved;
The Consultant agrees, in all solicitations or advertisements for employees placed by or on behalf of the 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");

The 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, or vendor of Consultant's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The Consultant agrees to comply with each provision of this section and sections 4A-60, 4a-60a, 46a-68e and 46a-68f of the Connecticut General Statutes, and with each regulation or relevant order issued by said commission pursuant to said sections; and

The 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 relate to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes. The Consultant agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on this project.

The Consultant agrees to comply with Campaign Contribution Restrictions. For all state contracts, as defined in Conn. Gen. Stat. § 9-612(g)(1)(C), having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice, attached to this Agreement as Exhibit B, advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

The Consultant agrees to execute the following documents attached as Exhibits to this Agreement:

Exhibit C: Affidavit Concerning Non-Discrimination
Exhibit D: Affidavit Concerning Consulting Fees
Exhibit E: Contractor's Certification Concerning Gifts
Exhibit F: President's Certification Concerning Gifts

19. Small Business 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 Business Enterprise (SBE) and/or Minority/Women/Disabled Person Business Enterprise (MBE) in accordance with *Connecticut General Statutes* Section 4a-60g.

20. Freedom of Information Act. MIRA is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). This Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure as required by law.

21. Execution and Facsimile. This Agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, shall together constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written

Materials Innovation & Recycling Authority: [Consultant]

By: _____ By: _____

Thomas D. Kirk

Its: President Its: _____

Authorization to Market
MIRA Connecticut Class II Renewable Energy Certificates (RECs)

TO: [name of contact person]
CONTRACTOR NAME:
CONTRACTOR ADDRESS:
DATE OF AUTHORIZATION:
CONTRACT NO:

Pursuant to the above contract MIRA is hereby authorizing Contractor to market on MIRA's behalf the following tranche of MIRA generated Connecticut Class II RECs:

Applicable REC market administrator: The New England Power Pool (NEPOOL).

Generation assets: South Meadows Units 580 and 581, Hartford, Connecticut.

Month(s)/year the RECs were generated:

Quantity of RECs Contractor is authorized to market:

Trading Period: [from to dates] Note that RECS not sold/traded by the conclusion of the applicable trading period will be placed in a subaccount by MIRA's Lead Market Participant so that they remain eligible for sale.

Contractor Marketing Window: [from to dates] Contractor shall have exclusive rights to sell this tranche of RECs at price(s) acceptable to MIRA. If some or all of the tranche is not sold upon the expiration date of the Marketing Window, MIRA retains the right to withdraw the tranche or what remains of the tranche.

Contractor shall present to MIRA in writing for MIRA's consideration all reasonable price offers received from credit worthy load serving entities. MIRA will inform Contractor in writing (via email communications) whether or not MIRA is accepting or declining an offer. Upon written notification of MIRA's acceptance of an offer, MIRA shall provide to the counterparty for execution MIRA's standard Purchase and Sale Agreement.

Very truly yours,

Exhibit B

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 resulting 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.

Exhibit B

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.

Exhibit B

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

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

[The successful SOQ Submitter's Affidavit Concerning Nondiscrimination (that was submitted with their 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 "Renewable Energy Credit Broker 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 Statutes[1] as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement[2] in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement[2] require that consultant pursue communications concerning business of MIRA, whether or not direct contact with MIRA, a MIRA official, a MIRA employee, a state agency, a state or public official, or a state employee was expected or made;

3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement[2] 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 agreements[2] 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?	☐ Yes ☐ 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

RENEWABLE ENERGY CREDIT BROKER 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 "Renewable Energy Credit Broker Services Agreement" (the "Agreement") to the Materials Innovation and Recycling Authority ("MIRA"), and has been selected by MIRA as the successful bidder for the Agreement and is prepared to enter into the Agreement with MIRA; and

3. No gifts were made between [Date] 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

David Bodendorf, Senior Environmental Engineer
Virginia Raymond, Operating Manager

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 Len Fasano, Senate Republican President Pro Tempore
Representative Joe Aresimowicz, 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

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 fiancee, (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

RENEWABLE ENERGY CREDIT BROKER SERVICES AGREEMENT

Awarded To

[NAME OF CONTRACTOR/CONSULTANT]

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

By submission of this Certification, the President of the Materials Innovation and Recycling Authority ("MIRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Renewable Energy Credit Broker 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