REQUEST FOR PROPOSALS

For

PURCHASE AND INSTALLATION OF TRUCK SCALE AT THE CONNECTICUT SOLID WASTE SYSTEM WASTE PROCESSING FACILITY

(RFP Number 21-OE-001)

Materials Innovation and Recycling Authority
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067
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I. Request for Proposals:

A. Background and Scope

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

One of MIRA’s facilities is the Resource Recovery Facility (RRF) complex, which includes the Waste Processing Facility (“WPF”) at which municipal solid waste (“MSW”) is received at and processed into refused-derived fuel used to produce renewable electricity at the adjoining Power Block Facility (“PFB”) and Electrical Generating Facility (“EGF”).

Waste is delivered to the WPF in a variety of municipal and commercial refuse trucks ranging in size from smaller route trash trucks (rear-load, front-load and side load trucks), as well as in larger 100-yard transfer trailers.

Via this Request For Proposals (“RFP”), MIRA is requesting proposals from qualified firms to furnish, deliver and replace a 60 foot long x 10 foot wide truck scale to replace the existing scale at the WPF. This RFP contemplates that MIRA would purchase the new scale from the successful proposer and that the successful proposer would be responsible for furnishing all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances for or incidental to:

- providing the new truck scale, including delivering the new truck scale to the WPF;
- removing the old truck scale from the WPF, including all related demolition work;
- all site work required to ensure that the new scale sits at the same height at within the same footprint as the existing scale - including if necessary the installation of new foundation piers, modifications of ramps (if necessary), installation of a gang plank walking platform for a driver to get from their truck to the scale-house window, and any related civil engineering and site work appurtenant thereto, including coordination with MIRA and other vendors to ensure that such site work accommodates separate installation of radiation detection equipment adjacent to the scale (provision of the radiation detection equipment is not part of this RFP but the site work must accommodate that equipment); and
- installing the new truck scale at the WPF in accordance with the Contract Documents, including all wiring and interconnection work between the scale and the scale-house.

B. RFP Projected Timeline

The following is the projected timeline for the RFP process:
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<th>ITEM</th>
<th>DATE</th>
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<tr>
<td>RFP Documents Available</td>
<td>Tuesday, June 9, 2020</td>
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<tr>
<td>Site Tour of WPF truck scale and adjoining area</td>
<td>Wednesday July 8, 2020, submit notice of interest to schedule time*</td>
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<tr>
<td>Deadline for Written Questions</td>
<td>Thursday July 16, 2020</td>
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<tr>
<td>Response to Written Questions</td>
<td>Friday July 24, 2020</td>
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<tr>
<td>Proposals Due at MIRA</td>
<td>3:00 p.m., Thursday July 30, 2020</td>
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<tr>
<td>Proposal evaluation including clarifications, interviews and negotiations</td>
<td>Through August 10, 2020</td>
</tr>
<tr>
<td>Selection and Notice of Award Issued</td>
<td>Pending approval by the MIRA Board of Directors (expected to be presented to the Board for approval at the August 2020 Board Meeting).</td>
</tr>
<tr>
<td>Expected Agreement Effective Date</td>
<td>Expect to have executed contract by September 1, 2020.</td>
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</tbody>
</table>

*To foster social distancing, MIRA intends to schedule individual site tours for interested potential proposers throughout the day on Wednesday, July 8, 2020. MIRA reserves the right, in its sole discretion and convenience, to conduct additional site tours on additional dates upon request.

**C. Notice of Interest**

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

**Mr. Roger Guzowski**  
Contract and Procurement Manager  
Materials Innovation and Recycling Authority  
gruzowski@ctmira.org  
200 Corporate Place, Suite 202  
Rocky Hill, CT 06067
This notice of interest information should include the full legal name of the interested entity, address of the interested entity, and the following information regarding a contact person(s): name, title, telephone number, and e-mail address.

This notice of interest information is necessary in order to schedule a pre-proposal site tour with MIRA. In addition MIRA will use this notice of interest information to notify the proposer regarding the availability of addenda and other information related to this RFP.

D. Availability of RFP

Complete sets of this RFP and all Attachments may be obtained on the World Wide Web at http://www.ctmira.org on the “Current Bids, RFP and RFQ” page, under the “Business Links” section of the website. The RFP and Attachments can be accessed by selecting the link titled: ”RFP FOR PURCHASE AND INSTALLATION OF A TRUCK SCALE AT MIRA’S WASTE PROCESSING FACILITY”.

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

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

E. Proposal Contents

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

1. Title page, including the title of this RFP, the name of the Proposer and the date the proposal is submitted;

2. Cover letter, signed by a person authorized to execute the Agreement on behalf of Proposer, which includes the following:
   - The name of the Proposer;
   - The legal structure of the Proposer (e.g., corporation, joint venture, etc.);
   - A clear statement indicating that the proposal constitutes a firm and binding offer by the Proposer to MIRA considering the terms and conditions outlined in the RFP;
   - The proposer’s promise, if any, to set aside a portion of the contract for legitimate minority business enterprises;
• The cover letter should not exceed one page.

3. Table of Contents for the proposal;

4. Background and Experience Narrative including the following:
   • General description of the Proposer including the number of years in the business of, and examples of, providing and installing trucks scales of the size and scope contemplated in this RFP at solid waste facilities or related facilities (gravel yards, quarries, large commercial distribution facilities, etc.)
   • For up to five projects similar to its proposal, identify the following:
     o Project identification including name, location, brief synopsis of the work performed (e.g. demolition, software integration, etc) and size of scale installed;
     o Project owner and/or governing body;
     o Reference name, title, address, e-mail and phone contact information.

5. Proposed Scale Specifications

Provide specifications regarding scale being proposed including:

• **Load cells:** Including information about the water/moisture protection, lightning protection and rodent resistance of the load cells and interconnections thereto; testing information about the accuracy of the load cells, testing information about the durability of the load cells and warranty information about the load cells and interconnection components.

• **Weighbridge and Deck:** Including information about the thickness of the steel deck being proposed, specify whether weighbridge is a single deck or if a multi-deck design is being proposed, provide information on any coating and materials proposed which will improve the corrosion resistance of the steel deck, and provide information regarding proposed bumpers and rail guards included in the proposal as well as any additional options thereto which might be applicable for use in a solid waste facility installation, and information.

• **Warranty information:** Proposer should provide information about the standard warranty and service package (if any) on all components of the proposed scale system as well as provide pricing and information about any additional extended warranty or service option.
• Other considerations: Provide additional information about any additional components or specifications of their proposed scale system that they believe differentiates it from the competition.

6. Proposed demolition and installation plan

Provide planning-level specifications, timeline and proposed use of subcontractors regarding proposer’s civil engineering and site work plan to remove existing scale and install new scale in order to ensure new scale sits at the same height and within the same footprint as the existing scale. Such plan and timeline should include details regarding proposer’s plan to:

• Install new foundation piers, including any demolition, modification or utilization of existing piers;
• Modify the scale access ramps (if necessary);
• Install a gang plank or related egress/walkway for a driver to get from their truck to the scale-house window;
• Plan to install conduit (if necessary) or possible foundations necessary to accommodate adjoining radiation detection equipment
• Plan to disconnect all connections and wiring from scale-house to existing scale and to connect new scale to the scale-house, including all testing and calibration.

ELUR Note: Proposers should note that the scale sits on property that is subject to an Environmental Land Use Restriction (“ELUR”) and should factor into their proposals that any site work may require approvals from the Connecticut Department of Energy and Environmental Protection (“DEEP”), may require the disposal of arsenic-contaminated soil and may require the addition of clean fill under any proposed site work.

7. Scale Quote

• Provide price quote itemized as follows:
  o Price for MIRA to purchase proposed truck scale from Contractor
  o Price for delivery of proposed truck scale to WPF
  o Price for contractor to remove and discard existing truck scale at WPF
  o Price for contractor to install new truck scale at WPF
  o Price for all site work proposed in Section IE6
  o Price for integration with scale-house, testing and calibration of scale
  o For any component of any prices itemized above Proposer should identified which Proposer has proposed a variable fee, on a separate sheet of paper Proposer should itemize the factors
and price per unit which will impact the total price and assumptions included in the proposed price in Table 1

- Provide estimated lead time and planning-level schedule as follows:
  o Provide information about the lead time - approximate days after receipt of order scale and components will be delivered.
  o Provide planning-level schedule for each phase of the Project, expressed in numbers of days (or ½ days of less than full day), as well as overall project time from the time existing scale is taken out of service to the time the new scale returns to regular service.

8. Insurance Exceptions:

- Identify any exceptions, proposed additions or proposed deletions to the provisions of the Agreement which proposer feels will impact their ability to obtain insurance for this project. In each instance, identify the applicable section number and specific language of concern. State the reason for concern and proposed modification to resolve the concern. Specify why the proposed modification is in MIRA’s best interest and assists in accomplishing the objectives of this RFP.

9. Complete and attach the Proposal Form attached hereto as Attachment B;

10. The completed Background Questionnaire attached hereto as Attachment C (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);

11. The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety attached hereto as Attachment D with the proposer’s most recent EEO-1 data attached if the proposer wishes such data to be considered in the evaluation of its proposal;

12. The completed Affidavit Concerning Nondiscrimination attached hereto as Attachment E, subscribed and sworn before a Notary Public or Commissioner of the Superior Court;

13. The completed Iran Certification Form attached hereto as Attachment F subscribed and sworn before a Notary Public or Commissioner of the Superior Court;

14. The completed Acknowledgement of Notice Of Campaign Contributions And Solicitation Limitations attached hereto as Attachment G;

15. A copy of the proposer’s up-to-date certificate of insurance showing all current insurance coverage.
Proposers should not include in their proposals other portions of the RFP. A proposer should not include information that is not directly related to the subject matter of this solicitation.

F. **Proposal Submittal Procedures**

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

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

The “wet ink” original must contain all original signatures and shall be delivered to MIRA in a sealed envelope that shall be clearly marked “PROPOSAL FOR REPLACEMENT OF THE TRUCK SCALE AT THE WASTE PROCESSING FACILITY.” The original proposal shall be stamped or otherwise marked as such.

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

Unless otherwise identified by Proposer pursuant to Section I.E.7 hereof, the terms and conditions of the Agreement are non-negotiable. MIRA will review and consider any Insurance Exceptions taken by Proposer as part of its proposal evaluations.

G. **Proposal Opening**

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

H. **Proposal Open and Subject to Acceptance**

All proposals shall remain open and subject to acceptance by MIRA for sixty (60) days after the deadline for proposal submission

I. **Proposal Evaluation**

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

MIRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. MIRA is committed to complying with
MIRA will base its evaluation of proposals on the following criteria, which are not necessarily presented in order of importance:

1. Price;
2. MIRA’s evaluation, in its sole discretion of scale specifications provided by Proposer as specified in I.E.5
3. MIRA’s evaluation, in its sole discretion of lead time and timeframe information provided by Proposer as specified in I.E.6
4. Demonstrated firm and staff experience in the provision and installation of truck scales;
5. Reasonableness of any proposed Business Exceptions; and
6. Any other factor or criterion that MIRA, in its sole discretion, deems relevant to such evaluation.

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

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

J. Contract Award

The successful Proposer will be required to execute the Agreement for Purchase and Installation Of Truck Scale At The Connecticut Solid Waste System Waste Processing Facility attached hereto as Attachment B (“Agreement”). The Proposer substantially agrees to all the terms and conditions of this attached Agreement unless otherwise specified as provided in Section I.E.7 hereof.
If the contract is to be awarded, MIRA will issue to the successful proposer(s) a Notice of Award within sixty (60) days after the proposal due date.

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

K. **Affidavit Concerning Consulting Fees**

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

L. **Contractor’s Certification Concerning Gifts**

Pursuant to Connecticut General Statutes Section 4-252, the apparently successful Proposer(s) must submit a document certifying that it has not given any gifts to certain individuals between the date MIRA started planning the RFP and the date the Agreement is executed. If the apparently successful Proposer does not execute the Certification, it will be disqualified from entering the Agreement. The dates between which the proposer may not give gifts and the identities of those to whom it may not give gifts are specified in the Contractor’s Certification Concerning Gifts. This affidavit is included and will become part of the Agreement.
II. **Additional Terms and Conditions:**

A. **Definitions**

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

1. **Addenda:** Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.

2. **Contract Documents:**
   - The Agreement;
   - This RFP and all Attachments
   - Addenda;
   - Proposer’s Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-proposal documentation submitted prior to the Notice of Award);
   - Notice of Award; and
   - Any written amendments to the O&M Agreement and Transfer Agreement.

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

4. **Notice Of Award:** Written notification from MIRA to the apparent successful proposer that states that MIRA has accepted such proposer’s proposal and sets forth the remaining conditions that must be fulfilled by such proposer before MIRA executes the Agreement.

5. **Property:** The certain parcels of real property on which the Recycling Facility is located.

6. **Site:** Those areas of the Property upon which recycled commodities are to be delivered pursuant to MIRA’s Municipal Service Agreements and private waste hauler contracts.

B. **Binding Effect**

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

C. **MIRA Reserved Rights**

During the entire solicitation process MIRA retains the right to:

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

D. Communications With MIRA Staff and Board Members

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

E. Addenda And Interpretations

MIRA may issue Addenda to this RFP that shall, upon issuance, become part of the RFP and binding upon all potential or actual Proposers. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Proposers. Any request for interpretation or clarification of this RFP must be submitted in writing to Roger Guzowski by e-mail (rguzowski@ctmira.org), by fax (860-757-7740), or by correspondence (MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067). To be given consideration, any such
written request must be received by MIRA by the deadline set forth in Section I.B of this RFP. Addenda, if any, will be mailed and/or e-mailed to all persons who expressed interest or arranged to pick up this RFP pursuant to Sections I.C and I.D hereof. Such addenda will also be posted on MIRA’s web site (http://www.crra.org on the “Business Opportunities” page under the “RFP FOR PURCHASE AND INSTALLATION OF A TRUCK SCALE AT MIRA’S WASTE PROCESSING FACILITY” heading). Such addenda will be mailed/e-mailed and posted on the web site no later than the date set forth in Section I.B of this RFP.

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

F. **Modification or Withdrawal of A Proposal**

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

G. **Proposal Preparation and Other Costs**

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

H. **Proposer’s Qualifications**

MIRA may make any investigation deemed necessary to determine the ability of any Proposer to perform the Agreement as required. Each Proposer shall furnish MIRA with all such information as may be required for this purpose.
AGREEMENT FOR
REPAIR OF PURCHASE AND INSTALLATION OF TRUCK
SCALE AT THE CONNECTICUT SOLID WASTE SYSTEM
WASTE PROCESSING FACILITY

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Exhibit G: SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
Exhibit H: Affidavit Concerning Nondiscrimination
Exhibit I: Affidavit Concerning Consulting Fees
Exhibit J: Contractor’s Certification Concerning Gifts
Exhibit K: MIRA President’s Certification Concerning Gifts
This AGREEMENT FOR PURCHASE AND INSTALLATION OF TRUCK SCALE AT THE CONNECTICUT SOLID WASTE SYSTEM WASTE PROCESSING FACILITY (the “Agreement”) is made and entered into as of this _______ day of __________________, 2020 by and between the MATERIALS INNOVATION AND RECYCLING AUTHORITY, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067 (hereinafter “MIRA” or “Owner”) and [NAME OF SUCCESSFUL PROPOSER], having its principal offices at [ADDRESS OF SUCCESSFUL PROPOSER] (hereinafter “Contractor”).

PRELIMINARY STATEMENT

WHEREAS MIRA owns a certain parcel of real property located at 300 Maxim Road in Hartford, Connecticut, upon which property MIRA owns a Waste Processing Facility (the “WPF”); and

WHEREAS MIRA has determined that the truck scale at the Waste Processing Facility is in need of replacement, including the purchase and delivery of a new struck scale and all site work appurtenant to the installation of a new truck scale and removal of the existing truck scale; and

WHEREAS MIRA and Contractor now desire to enter into this Agreement for Purchase And Installation Of Truck Scale At The Connecticut Solid Waste System Waste Processing Facility in accordance with the Contract Documents

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

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

1.1.1 Addenda

“Addenda” means written or graphic documents issued prior to the bid due date, which clarify, correct or change any or all of the Contract Documents.

1.1.2 Acceptance Date

“Acceptance Date” means the date on which MIRA determines that the Work (as defined herein) has been completed by Contractor in accordance with the Contract Documents.
1.1.3 **Contract Documents**

“Contract Documents” means this Agreement (including all exhibits attached hereeto), the Notice To Proceed (as defined herein), any written amendments to any of the Contract Documents and any change order issued pursuant to Section 2.8 or Modification issued pursuant to 8.6 hereof.

1.1.4 **Effective Date**

“Effective Date” means the date set forth above in this Agreement.

1.1.5 **Laws And Regulations**

“Laws And Regulations” means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.

1.1.6 **Project**

“Project” means all of the Work associated with this Agreement.

1.1.7 **Property**

“Property” means the real property at the WPF upon which the Work will occur.

1.1.8 **Site**

“Site” means those areas of the Property upon which the Work is to be performed, furnished and completed by Contractor in accordance with the Contract Documents, including those areas of the Property where equipment is stored and/or staged.

1.1.9 **Work**

“Work” means Contractor’s obligations under the Contract Documents including without limitation, the responsibilities enumerated in section 2.1, below.

1.2 **Construction And Interpretation**

For purposes of this Agreement:

(a) Capitalized terms used herein shall have the meanings set forth herein;
(b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;

(c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;

(e) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;

(f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;

(g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,

(h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

(i) All Exhibits to this Agreement are incorporated into the body of this Agreement as part hereof.

2. SCOPE OF WORK

2.1 Contractor’s Responsibilities

Contractor shall be responsible for:

(a) Performing all activities in accordance with and as required by the Contract Documents, including but not limited to, the scope of work set forth in Exhibit A (the “Scope Of Work”), the specifications set forth in Exhibit B (the “Specifications”), and the schedule set forth in Exhibit C (the “Schedule”) all of which are attached hereto and made a part hereof;

(b) Furnishing all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to the Project and the performance and completion of the Work (as defined herein);
(c) Restoring any part of the Property, the improvements thereon, or the Work (as hereinafter defined) that require restoration pursuant to the terms and conditions in Section 4.4 hereof; and

(d) Making all required notifications and obtaining all local, state, and federal permits and approvals necessary for the completion of the Work.

2.2 Performance and Completion of the Work

All Work shall be performed and completed by Contractor in a good workmanlike manner consistent and in accordance with:

(a) Any and all instructions, guidance and directions provided by MIRA to Contractor;

(b) The Contract Documents;

(c) Sound equipment operation practices;

(d) The highest industry standards applicable to Contractor and its performance of the Work hereunder;

(e) The compensation schedule for the Work set forth in Exhibit D attached hereto and made a part hereof; and

(f) All Laws And Regulations.

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

Contractor shall obtain any locally required building or other permits required for the Work, as specified in Section 2.1(d) of this Agreement.

2.3 MIRA’s Responsibilities

MIRA shall be responsible for:

a. Administering this Agreement;

b. Accepting the Work that is performed and completed by Contractor in accordance with the Contract Documents;

c. Receiving and paying invoices for such Work; and

d. Coordinating Work with MIRA’s transfer station operator.
2.4 Direction of Work

MIRA may, where necessary or desired, provide Contractor with instructions, guidance and directions in connection with Contractor’s performance of the Work hereunder. MIRA reserves the right to determine whether Contractor will, upon completion of any phase of the Work, proceed to any or all remaining phases of the Work. If MIRA determines that Contractor shall not proceed with the remaining Work, MIRA shall terminate this Agreement in accordance with Section 4.3 hereof.

2.5 MIRA’s Inspection Rights

Contractor’s performance of the Work hereunder, as well as Contractor’s work products resulting from such performance, are subject to inspection by MIRA. Inspections may be conducted at any time by MIRA. In the event of an inspection, Contractor shall provide to MIRA any documents or other materials that may be necessary in order for MIRA to conduct the inspection. If, after any such inspection, MIRA is unsatisfied with Contractor’s performance of the Work hereunder or any of the work products resulting therefrom, Contractor shall, at the direction of MIRA, render such performance or work products satisfactory to MIRA at no additional cost or expense to MIRA. For purpose of this Section 2.5, MIRA shall mean MIRA and/or its authorized agents.

2.6 Access

MIRA hereby grants to Contractor, during such times as directed by MIRA, access to only those areas of the Property necessary for Contractor to perform the Work hereunder, provided that:

(a) Contractor shall not interfere with any other operations or activities being conducted at the Property by either MIRA, its transfer station Operator, or any other person or entity;

(b) Contractor directly coordinates with MIRA as outlined in the Contract Documents on such access and Contractor’s storage of any equipment or materials on the Property; and

(c) Contractor is in compliance with all of the terms and conditions of this Agreement

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

2.7 MIRA Right to Exclude Certain Individuals

Without limitation of Contractor’s overall responsibility for the acts and omissions of all on-site personnel and other employees, MIRA reserves the right to exclude anyone from the site who MIRA reasonably believes is a danger to themselves or any other Person, or the Property.
2.8 **Change in Scope of Work**

In the event that MIRA determines during the term of this Agreement that any revisions, modifications or changes are necessary to the Scope of Work then pursuant to MIRA’s request, Contractor shall promptly commence and perform the work required for such revisions, modifications or changes, which work shall be performed in accordance with the Standards unless otherwise specifically agreed to in writing by MIRA and Contractor. If any adjustment(s) to the time and/or cost estimates are required as a result of such revisions, modifications or changes, MIRA and Contractor shall mutually agree in writing on the amount of such adjustment(s) provided that Exhibit D, to the extent applicable, shall be used to determine the appropriate increase or decrease in the quantity or cost of the materials or Work necessitated by such revisions, modifications or changes. Contractor shall promptly commence and perform any work required by such revisions, modifications or changes even if MIRA and Contractor cannot agree on the amount of such adjustment(s). If Contractor determines that a change in scope is necessary to complete the Work, Contractor shall notify MIRA in writing within three (3) business days.

2.9 **Site and Subsurface Conditions**

All information and data shown or indicated in the Contract Documents with respect to underground facilities, surface conditions, subsurface conditions or other conditions at or contiguous to the Property are furnished for information only and MIRA does not assume any responsibility for the accuracy or completeness of such information and data. Contractor acknowledges and agrees that MIRA does not assume any responsibility for such information and data and that Contractor is solely responsible for investigating and satisfying itself as to all actual and existing conditions at the Site, including but not limited to surface conditions, subsurface conditions and underground facilities. Contractor has carefully studied all such information and data and Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including but not limited to surface conditions, subsurface conditions and underground facilities) at or contiguous to the Site and all other conditions or factors which may affect cost, progress, performance, furnishing or completion of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction or performance of the Work to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for Contractor to conclusively determine, and Contractor has so determined, that the Work can be performed, furnished and completed in accordance with the terms and conditions of the Contract Documents. In the event that the information or data shown or indicated in the Contract Documents with respect to underground facilities or surface, subsurface or other conditions at or contiguous to the Site differs from conditions encountered by Contractor during performance of the Work, there shall be no increase in the Contract Prices (as defined in Section 3.1 below) and/or no extension of time to perform any work requested by
MIRA as a result of such differing conditions, unless MIRA, in its sole and absolute discretion, agrees to such increase and/or extension.

2.10 Proprietary Information

Contractor shall not use, publish, distribute, sell or divulge any information obtained from MIRA by virtue of this Agreement for Contractor’s own purposes or for the benefit of any person, firm, corporation or other entity (other than MIRA) without the prior written consent of MIRA. Any report or other work product prepared by Contractor in connection with the performance of the Work hereunder shall be owned solely and exclusively by MIRA and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of MIRA.

2.11 Books and Records

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

2.12 Status of Contractor

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

2.13 Subcontractors

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

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

2.15 Notice of Damage or Theft

Contractor shall immediately upon learning of an incident of damage to or theft of any MIRA equipment or property provide MIRA with notice of the same, followed by an incident report. Such incident report shall be in a format acceptable to MIRA but shall at a minimum contain the date and time of the incident (if known), a description of the missing or damaged equipment or property, and the party(ies) responsible for such theft or damage.

2.16 Mechanic’s Liens

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

3. COMPENSATION AND PAYMENT

3.1 Compensation

For the Services rendered and expenses incurred under this Agreement, Contractor shall be paid by MIRA on the basis set forth on Exhibit D attached hereto and made a part hereof (the “Contract Price”), which Contract Price shall be payable as set forth in Section 3.2 below. Contractor acknowledges and agrees that the Contract Price constitutes the full compensation to Contractor for the Work to be performed by Contractor hereunder and includes all expenses and costs to be incurred by Contractor in performing such Work and Contractor shall receive no other compensation from MIRA for its performance under this Agreement.
3.2 Payment Procedure

Contractor shall submit an invoice to MIRA upon Contractor's completion of all the Work requested by MIRA. Contractor shall not be compensated for any time spent preparing any billing documentation or related materials.

If MIRA determines, in its sole discretion, that:

(a) The Work for which Contractor is requesting payment have been properly performed and completed in conformance with the Standards,

(b) Contractor is not in default hereunder,

(c) MIRA does not dispute the amount of the payment requested, and

(d) The bill contains all of the information required hereunder,

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

If, however, MIRA determines that:

(a) Any of the Work for which Contractor has requested payment is not in conformance with the Standards,

(b) Such bill does not contain all the requisite information, or

(c) Contractor is in default hereunder,

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

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

3.3 Accounting Obligations

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

3.4 Withholding Taxes And Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by MIRA with respect to Contractor, nor be withheld from payment to Contractor by MIRA. No workers’ compensation insurance has been or will be obtained by MIRA on account of the Work to be performed hereunder by Contractor, or any of Contractor’s employees or subcontractors. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.4 and Contractor hereby agrees to indemnify MIRA and hold MIRA harmless against any and all such taxes, insurance or payments, or similar costs which MIRA may be required to pay in the event that Contractor’s status hereunder is determined to be other than that of an independent contractor.

3.5 State of Connecticut Taxes

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

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

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

Contractor and MIRA agree that Contractor is and shall act as an independent contractor. Notwithstanding Contractor’s status as an independent contractor, but without limiting Con-
tractor’s obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Work, for the sole purpose of allowing MIRA to benefit from the aforesaid exemption, MIRA shall designate, and Contractor has agreed to act, as MIRA’s agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Work hereunder for the account of MIRA, and with funds provided as reimbursement therefor by MIRA.

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, after Contractor’s receipt of final payment made by MIRA, upon contractor’s completion of the Work. Any warranty on the Work provided by Contractor to MIRA shall survive the term of this Agreement. The term of such warranty shall be as defined in the warranty document.

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

4.2 Time is of the Essence

MIRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor’s performance of the Work hereunder. Accordingly, upon MIRA’s issuance to Contractor of a notice to proceed with the Work (the “Notice To Proceed”), which Notice To Proceed shall be issued after the parties hereto receive all of the local, state and federal permits required for the Work hereunder, Contractor shall immediately commence performance of the Work and continue to perform the same during the term of this Agreement in accordance with the schedule set forth in attached Exhibit C in order to complete all of the Work and have such Work ready for MIRA’s acceptance as specified in Exhibit C (the “Completion Date”).

MIRA and Contractor recognize the difficulties involved in proving actual damages and losses suffered by MIRA if the Work is not completed and ready for MIRA’s acceptance by the Completion Date. Accordingly, instead of requiring any such proof, MIRA and Contractor agree that as liquidated damages for any such delay in completion or readiness for acceptance (but not as a penalty) Contractor shall pay MIRA two hundred dollars ($200.00) for each calendar day beyond the Completion Date that Contractor fails to complete all of the Work or have the same ready for MIRA’s acceptance until all such Work is completed by Contractor and readied by Contractor for acceptance by MIRA. The parties further agree that liquidated damages in this Section 4.2 are reasonable and have been agreed upon and intended by the parties because the damages expected under this Section are uncertain and difficult to prove.
4.3 Termination

MIRA may terminate this Agreement at any time by providing Contractor with ten (10) days’ prior written notice of such termination. Upon receipt of such written notice from MIRA, Contractor shall immediately cease performance of all Work, unless otherwise directed in writing by MIRA. Prior to any termination of this Agreement, Contractor shall remove all of its personnel and equipment associated with this Agreement from the Properties, restore any part of the Properties, any of the improvements located or to be located thereon, including but not limited to any access roads, or any of the Work that requires restoration pursuant to the terms and conditions of Section 4.4 hereof. Upon termination of this Agreement pursuant to this Section 4.3,

(a) MIRA shall pay Contractor for all Work performed and completed by Contractor prior to the termination date, provided:

(1) Such Work has been performed and completed by Contractor in conformance with the Standards;
(2) Payment for such Work has not been previously made or is not disputed by MIRA;
(3) Contractor is not in default hereunder; and,
(4) Contractor has performed and completed all its obligations under this Section 4.3 and Section 4.4 hereof to MIRA’s satisfaction, and

(b) MIRA shall have no further liability hereunder.

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

4.4 Restoration

Unless otherwise directed in writing by MIRA, Contractor shall:

(a) Restore any part of the Property or any of the improvements located or to be located thereon, other than those areas of the Property or such improvements improved by Contractor pursuant to this Agreement, disturbed or damaged by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage; and

(b) Restore or repair any completed Work so disturbed or damaged to the condition required by the Contract Documents for acceptance of such Work by MIRA.
5. **INDEMNIFICATION**

5.1 **Contractor’s Indemnity**

Contractor shall at all times defend, indemnify and hold harmless MIRA and its Transfer Station Operator, board of directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, liability, workers’ compensation payments and expenses (including but not limited to attorneys’ fees) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) MIRA or any of its directors, officers, agents, employees or other contractors, or (b) Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse MIRA for damage to property of MIRA or the Transfer Station Operator caused by Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Contractor’s obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

6. **INSURANCE**

6.1 **Insurance**

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

(a) **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto). An MCS 90 Endorsement and a CA 9948 Endorsement shall be attached if any hazardous materials are transported by the Contractor during its performance of the Work.

3. Workers’ Compensation insurance as required by all states in which the Work is being done and Employer’s Liability insurance.
4. Contractor’s Pollution liability insurance.

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

6.2 Minimum Limits of Insurance

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

1. Commercial General Liability:
   a. $1,000,000 Each Occurrence for Bodily Injury & Property Damage.
   b. $2,000,000 General Aggregate
   c. $2,000,000 Products & Completed Operations Aggregate
   d. $1,000,000 Personal & Advertising Injury

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


4. Employer’s Liability:
   a. $500,000 Each Accident
   b. $500,000 Disease – Policy Limit
   c. $500,000 Disease – Each Employee

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

6. Professional liability: $1,000,000 Each Occurrence with a limit of $1,000,000.

7. Contractor’s Property Insurance covering 100% the actual cash value of Contractor’s equipment.
(a) Deductibles, Self-insured Retentions and Uninsured Losses

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

(b) Other Insurance Provisions

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

1. MIRA, and 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 Contractor:
   a. Commercial General Liability
   b. Automobile Liability
   c. Contractor’s Pollution Liability

2. The Contractor agrees to notify MIRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to MIRA’s Risk Manager by fax to 860-757-7740, or by e-mail to riskmanager@ctmira.org, or by correspondence to MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067.

3. The Contractor shall waive (and require its insurers to waive) subrogation rights against MIRA for losses and damages incurred under the insurance policies required by this Agreement.

4. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(c) Acceptability of Insurance

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

(d) Verification of Coverage

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

(e) Subcontractors

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

7. SECURITY FOR FAITHFUL PERFORMANCE

7.1 Required Security

Subsequent to the execution of this Agreement and prior to the commencement of the Work, Contractor shall procure and maintain in full force and effect, at its own cost and expense, throughout the term of the Agreement and any extensions thereof, the following:

(a) A performance bond or letter of credit (the “Performance Bond” or the “Performance Letter Of Credit”) in the amount of one hundred percent of the Contract Price and such Performance Bond or Performance Letter Of Credit shall be in and drawn on the forms set forth in Exhibit E attached hereto and made a part hereof; and

(b) A payment bond or letter of credit (the “Payment Bond” or the “Payment Letter Of Credit”) in the amount of one hundred percent of the Contract Price and such Construction Payment Bond or Payment Letter Of Credit shall be in and drawn on the forms set forth in Exhibit F attached hereto and made a part hereof.

7.2 Submission Of Security

Within ten (10) days after MIRA issues the Notice of Award and prior to the issuance of the Notice to Proceed, Contractor shall furnish MIRA with the following:

(a) The Performance Bond or the Performance Letter Of Credit; and

(b) The Payment Bond or the Payment Letter Of Credit.

7.3 Specific Requirements – Performance Bond

If the surety on the Performance Bond and/or the Payment Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Performance Bond and/or the Payment Bond due to no fault of Contractor, Contractor shall immediately substitute another bond and surety, subject to the requirements set forth in this Article 7.
7.4 **Specific Requirements – Performance Letter Of Credit**

The Performance Letter Of Credit and/or Payment Letter Of Credit required hereunder shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Performance Letter Of Credit and/or Payment Letter Of Credit, Contractor notifies MIRA by registered mail that the issuer of the Performance Letter Of Credit and/or Payment Letter Of Credit elects not to renew such Performance Letter Of Credit and/or Payment Letter Of Credit. If the issuer of the Performance Letter Of Credit and/or Payment Letter Of Credit furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the issuer elects not to renew the Performance Letter Of Credit and/or the Payment Letter Of Credit due to no fault of Contractor, Contractor shall immediately substitute another letter of credit (or bond) and surety, subject to the requirements set forth in this Article 7.

7.5 **Failure To Maintain The Security**

Failure to maintain or renew the Performance Bond, the Performance Letter Of Credit, the Payment Bond and/or the Payment Letter Of Credit under the aforesaid terms shall constitute a default by Contractor of this Agreement.

7.6 **Exercise Of Rights And Remedies**

In the event Contractor fails to perform any of its obligations under this Agreement, MIRA shall have the right, in addition to all other rights and remedies available to MIRA hereunder or otherwise, to exercise any or all of MIRA’s rights and remedies under the Performance Bond, the Performance Letter Of Credit, the Payment Bond and the Payment Letter Of Credit.

7.7 **Issuing Companies**

The Performance Bond and the Payment Bond shall be issued and executed by a surety company or companies acceptable to MIRA. The Performance Letter Of Credit and the Payment Letter Of Credit shall be issued and executed by a Connecticut Bank or by a national banking association acceptable to MIRA.

8. **MISCELLANEOUS**

8.1 **Non-Discrimination**

Contractor agrees to the following:

(a) Contractor agrees and warrants that in the performance of the Services for MIRA Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, 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 Contractor that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved;

(b) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);

(c) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Contractor’s commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and

(e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes. If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

8.2 Entire Agreement

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

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

8.4 **Assignment**

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

8.5 **No Waiver**

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

8.6 **Modification**

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

8.7 **Notices**

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

(a) **If to MIRA:**

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

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

(b) If to Contractor:

___________________________
___________________________
___________________________
Attention: __________________

8.8 Binding Effect

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

8.9 Severability

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

8.10 Whistleblower Protection

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

8.11 Counterparts

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

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

8.13 Affidavit Concerning Nondiscrimination

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

8.14 Affidavit Concerning Consulting Fees

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

8.15 Contractor’s Certification Concerning Gifts

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

8.16 President’s Certification Concerning Gifts

At the time of the President of MIRA’s execution of this Agreement, the President of MIRA simultaneously executed a document entitled President’s Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit K.
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By: __________________________________________
    Thomas D. Kirk
    Its President
    Duly Authorized

[NAME OF CONTRACTOR]

By: __________________________________________
    Its
    Duly Authorized
EXHIBIT A

SCOPE OF WORK

Contractor shall furnish all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances for or incidental to the completion of the Work herein. All work herein will be performed in accordance with the Specification in Exhibit B and the Schedule in Exhibit C.

This work includes but is not limited to:

1. Contractor shall provide the new truck scale, including delivering the new truck scale to the WPF.

2. Contractor shall remove the old truck scale from the WPF, including all related demolition work.

3. Contractor shall perform all site work required to ensure that the new scale sits at the same height at within the same footprint as the existing scale - including if necessary the installation of new foundation piers, modifications of ramps (if necessary), installation of a gang plank walking platform for a driver to get from their truck to the scale-house window, and any related civil engineering and site work appurtenant thereto. In the performance of the site work, Contractor shall coordinate with MIRA and other vendors to ensure that such site work accommodates separate installation of radiation detection equipment adjacent to the scale (provision of the radiation detection equipment is not part of this Agreement but the site work must accommodate that equipment).

4. Contractor shall install the new truck scale at the WPF in accordance with the Contract Documents and shall perform all wiring and interconnection work necessary between the scale and the scale-house.

5. Contractor shall perform all acceptance testing.

6. Contractor shall warranty the scale and all components thereof and appurtenant thereto which are specified in the Contractor’s Warranty.

7. Contractor shall protect the WPF site and facilities, and repair any damage that occurs during the performance of the Work.

8. Contractor shall make all required notifications and obtain all local, state, and federal permits and approvals necessary for the completion of the Work.

RFP NOTE: MIRA reserves the right to provide additional details to any portion of the work specified above based on details in Contractor’s proposal.
EXHIBIT B - Specifications

Attached hereto and incorporated herein this Exhibit B are the specifications regarding both the scale and the installation process which have been agreed upon by the Parties.
EXHIBIT C - Schedule

Attached hereto and incorporated herein this Exhibit C is the delivery, installation and testing schedule (the “Schedule”) which has been agreed upon by the Parties.
COMPENSATION SCHEDULE

[The Contractor’s Price And Payment Rate Schedule Form that was submitted with the Contractor’s Proposal, as such Form may be modified as a result of negotiations between MIRA and the Contractor, will be added by MIRA.]
PERFORMANCE BOND

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

<table>
<thead>
<tr>
<th>CONTRACTOR (Name and Address):</th>
<th>SURETY (Name and Principal Place of Business):</th>
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<th>OWNER (Name and Address):</th>
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<tr>
<td>Materials Innovation and Recycling Authority</td>
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<tr>
<td>200 Corporate Place, Suite 200</td>
</tr>
<tr>
<td>Rocky Hill, CT 06067</td>
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AGREEMENT

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<tr>
<th>PROJECT DESCRIPTION (Including Name and Location):</th>
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<tr>
<td>Purchase and Installation Of Truck Scale At Connecticut Solid Waste System Waste Processing Facility</td>
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BOND

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

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<tr>
<th>CONTRACTOR AS PRINCIPAL</th>
<th>SURETY</th>
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<tr>
<td>Contractor’s Name and Corporate Seal</td>
<td>Surety’s Name and Corporate Seal</td>
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TERMS AND CONDITIONS TO PERFORMANCE BOND
1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the foregoing Agreement, the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.

2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:

   3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and

   3.2 The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.

   3.3 The Owner has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Agreement in accordance with the terms of the agreement with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   4.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or

   4.2 Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or

   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:

   6.1 The responsibilities of the Contractor for correction of defective work and completion of the Agreement;

   6.2 Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and

   6.3 Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.

8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after

(form of) Agreement - Exhibit F1

2 of 3 Performance Bond
Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

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

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

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

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

13. Notwithstanding anything to the contrary, including any limitations that would otherwise apply under Paragraph 9 above, this bond shall apply to the Contractor’s warranty obligations under Specification Section 01740.G for a period of five (5) years from the acceptance date.
LETTER OF CREDIT
To Be Issued By a Connecticut Bank Or By a National Banking Association

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<tr>
<th>Irrevocable Standby Letter Of Credit No.</th>
<th>[Letter Of Credit #]</th>
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<td>Issuance Date:</td>
<td>[Date]</td>
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<tr>
<td>Expiration Date:</td>
<td>[Date]</td>
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</table>
| Beneficiary:                            | Materials Innovation and Recycling Authority  
                                            200 Corporate Place, Suite 202  
                                            Rocky Hill, CT 06067 |

Gentlemen:

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

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

Drafts must be accompanied by a certified statement from the Beneficiary that [name of Contractor] has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Agreement For Purchase and Installation Of Truck Scale At Connecticut Solid Waste System Waste Processing Facility between [name of Contractor] and MIRA, dated as of [Date].

Partial drawings hereunder are permitted.

We hereby agree with you that drafts drawn under and in compliance with the above terms of this Letter Of Credit shall be duly and promptly honored on due presentation and delivery to us on or before the above-referenced expiration date or any duly extended expiration date.

The term “Beneficiary” includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of [name of the issuing Connecticut Bank or National Banking Association] under this Letter of Credit is the individual obligation of [name of the issuing Connecticut Bank or National Banking Association] and is in no way contingent upon reimbursement with respect thereto.
It is a condition of this Letter Of Credit that it is deemed to be automatically extended without amendment for one (1) year from the expiration date stated above, or any future expiration date, unless not later than ninety (90) days prior to the expiration date stated above or the then current expiration date we notify you by registered mail that we elect not to renew this Letter Of Credit for any such additional period.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter Of Credit shall be duly honored by us at your first demand, notwithstanding any contestation or dispute between you and [name of Contractor], if presented to us in accordance with the provisions hereof.

This Letter of Credit is subject to and governed by the laws of the State of Connecticut, the decisions of the courts of that state, and the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500 and in the event of any conflict, the laws of the State of Connecticut and the decisions of the courts of that state will control. If this Letter Of Credit expires during an interruption of business of this bank as described in Article 17 of said Publication 500, [name of issuing Connecticut Bank or National Banking Association] hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business from such interruption.

Very truly yours,

__________________________________
Authorized Signature for
[name of issuing Connecticut Bank or National Banking Association]
CONSTRUCTION PAYMENT BOND

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

**CONTRACTOR** (Name and Address):

**SURETY** (Name and Principal Place of Business):

**OWNER** (Name and Address):

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

**AGREEMENT**

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<td>AMOUNT:</td>
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**PROJECT DESCRIPTION**

(Including Name and Location):

PURCHASE AND INSTALLATION OF TRUCK SCALE AT THE CONNECTICUT SOLID WASTE SYSTEM WASTE PROCESSING FACILITY.

**BOND**

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<th>BOND NUMBER:</th>
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<tr>
<td>AMOUNT:</td>
<td>DOLLARS ($ )</td>
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</table>

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

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<th>SIGNATURE:</th>
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<td>NAME AND TITLE:</td>
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</table>

Contractor’s Name and Corporate Seal

Surety’s Name and Corporate Seal
TERMS AND CONDITIONS TO CONSTRUCTION PAYMENT BOND

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Agreement, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Agreement, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

   4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2 Claimants who do not have a direct contract with the Contractor:

      4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

      4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

      4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety’s expense take the following actions:

   6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety’s total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Agreement shall be used for the performance of the Agreement and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Agreement shall be used for the performance of the Agreement and to satisfy claims, if any, under any subcontract or related subcontracts, purchase orders and other obligations.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Agreement. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Agreement, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to
sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions
   15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Agreement. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Agreement, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

   15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.
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 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 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 between the state or any state agency and the United States of America, an agency or instrumentality thereof, or between the state or any state agency and any quasi-public agency that is exclusively federal or exclusively state, 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 employee of any 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.
<table>
<thead>
<tr>
<th>NAME OF SIGNER</th>
<th>DATE (mm/dd/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
<td>MI</td>
</tr>
<tr>
<td>SIGNATURE</td>
<td></td>
</tr>
</tbody>
</table>

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec)
Click on the link to “Lobbyist/Contractor Limitations”
AFFIDAVIT CONCERNING NONDISCRIMINATION

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

[The successful Respondent’s Affidavit Concerning Nondiscrimination (that was submitted with the successful Respondent’s Proposal) will be added by MIRA.]
I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am __________________________ (title) of __________________________ (firm name), an entity duly formed and existing under the laws of __________________________ (name of state or commonwealth) ("Contractor").

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

1. Contractor seeks to enter into the “AGREEMENT FOR PURCHASE AND INSTALLATION OF TRUCK SCALE AT MIRA’S WASTE PROCESSING FACILITY” (the “Agreement”) with the Materials Innovation and Recycling Authority ("MIRA");

2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of MIRA, whether or not direct contact with MIRA, a MIRA official, a MIRA employee, a state agency, a state or public official, or a state employee was expected or made;

3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and

4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

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

² Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means “any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.
TABLE 1: Disclosure of ConsultingAgreements
(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.”)

<table>
<thead>
<tr>
<th>Name of Consultant:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Consultant’s Firm:</td>
<td></td>
</tr>
<tr>
<td>Description of the Basic Terms of the Consulting Agreement:</td>
<td></td>
</tr>
<tr>
<td>Brief Description of the Services Provided:</td>
<td></td>
</tr>
<tr>
<td>Is the Consultant a Former State Employee or Public Official?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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

[NAME OF AGREEMENT] 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 “PURCHASE AND INSTALLATION OF TRUCK SCALE AT MIRA’S WASTE PROCESSING FACILITY” (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 April 1, 2020 and the date of execution of the Agreement, by

   (a) The Contractor,

   (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor’s bid/proposal/statement of qualifications for or the negotiation of the Agreement, or

   (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor’s bid/proposal/statement of qualifications for or the negotiation of the Agreement

   to

   (1) Any public official or employee of MIRA who participated substantially in the preparation of the bid/proposal/qualifications solicitation for or the negotiation or award of the Agreement (such MIRA employees are listed in Table 2 below), or

   (2) Any public official or state employee of any state agency who has supervisory or appointing authority over MIRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

5. The Contractor made the bid/proposal/statement of qualifications for the Agreement without fraud or collusion with any person;

6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Carlson, Facilties Manager</td>
<td></td>
</tr>
<tr>
<td>Peter Egan, Director of Operations and Environmental Affairs</td>
<td></td>
</tr>
<tr>
<td>Thomas Gaffey, Director of Recycling and Enforcement</td>
<td></td>
</tr>
<tr>
<td>Tom Kirk, President</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governor Ned Lamont</td>
<td></td>
</tr>
<tr>
<td>Senator Martin Looney, President Pro Tempore of the Senate</td>
<td></td>
</tr>
<tr>
<td>Senator Len Fasano, Minority Leader of the Senate</td>
<td></td>
</tr>
<tr>
<td>Representative Joe Aresimowicz, Speaker of the House of Representatives</td>
<td></td>
</tr>
<tr>
<td>Representative Themis Klarides, Minority Leader of the House of Representatives</td>
<td></td>
</tr>
</tbody>
</table>

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, fiancé or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;

5. Goods or services (A) which are provided to a state agency or quasi-public agency (i) for use on state or quasi-public agency property, or (ii) that support an event, and (B) which facilitate state or quasi-public agency action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state or a quasi-public agency, or (ii) property leased to a state agency or quasi-public agency;

6. A certificate, plaque or other ceremonial award costing less than one hundred dollars;

7. A rebate, discount or promotional item available to the general public;

8. Printed or recorded informational material germane to state action or functions;

9. Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;

10. Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception; or

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;

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.
PURCHASE AND INSTALLATION OF TRUCK SCALE AT
CONNECTICUT SOLID WASTE SYSTEM WASTE PROCESSING FACILITY
Awarded To
[NAME OF CONTRACTOR/CONSULTANT]
(This CERTIFICATION is to be signed by the President of MIRA
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Materials Innovation and Recycling Authority ("MIRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Agreement For Purchase and Installation Of Truck Scale At Connecticut Solid Waste System Waste Processing Facility" 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
Commission Expiration Date
RFP NUMBER: 21-OE-001

CONTRACT FOR: Agreement For Purchase and Installation Of Truck Scale At Connecticut Solid Waste System Waste Processing Facility

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

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

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

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

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

The Proposer recognizes that MIRA has no liability to any party until a contract is approved, and only to the extent provided for in such contract.
If MIRA issues a Notice Of Award to Proposer, Proposer shall within ten (10) days after the date thereof:

(a) Execute and deliver to MIRA the required number of counterparts of the non-negotiable Agreement;

(b) Execute and deliver to MIRA the Contractor’s Certification Concerning Gifts;

(c) Execute and deliver to MIRA the Affidavit Concerning Consulting Fees

(d) Deliver to MIRA the requisite certificates of insurance;

(e) Execute and deliver to MIRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and

(f) Satisfy all other conditions of the Notice Of Award.

3. PROPOSER’S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

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

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date Issued</th>
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</table>

- Without exception, the Proposal is premised upon performing, finishing, and completing the services required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures (if any) that may be shown, indicated, or expressly required by the Contract Documents;

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

4. **PROPOSER’S REPRESENTATIONS CONCERNING SITE CONDITIONS**

In submitting this Proposal, Proposer acknowledges and agrees that:

(a) All information and data included in the Request For Proposals and exhibits thereto relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the Proposers;

(b) MIRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site;

(c) Proposer is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and

(d) Proposer has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the work.

5. **PROPOSER’S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

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

6. **PROPOSER’S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

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

7. **PROPOSER’S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Proposal, Proposer:

- Recognizes and agrees that MIRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with it Proposal is subject to disclosure if required by law or otherwise; and

- Expressly waives any claim(s) that Proposer or any of its successors and/or assigns has or may have against MIRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

8. **PROPOSER’S REPRESENTATIONS CONCERNING NON-COLLUSION**

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

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

(b) Unless otherwise required by law, the prices that have been quoted in this Proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to the “Proposal opening” to any other person or company;

(c) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;
(d) Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; and

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

9. PROPOSER’S REPRESENTATIONS CONCERNING RFP FORMS

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

10. PROPOSER’S WAIVER OF DAMAGES

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

- Any action or inaction on the part of MIRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all Proposals by MIRA or any of its directors, officers, employees or authorized agents;

- Any agreement entered into for the services (or any part thereof) described in the Contract Documents; and/or

- Any award or non-award of a contract for the services (or any part thereof) pursuant to the Contract Documents.

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

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

Acknowledgement of this notice, Exhibit G of the RFP is included and must be signed by the Proposer and submitted as part of this Proposal.
12. ATTACHMENTS

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

- This Proposal Form, completed in its entirety and signed by the Proposer;
- Background Questionnaire (RFP Exhibit C);
- Questionnaire Concerning Affirmative Action (RFP Exhibit D);
- Affidavit Concerning Nondiscrimination (RFP Exhibit E);
- Iran Certification Form (RFP Exhibit F);
- Acknowledgement of Notice Of Campaign Contributions And Solicitation Limitations (RFP Exhibit G).

13. PROPOSER INFORMATION AND NOTICES

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

<table>
<thead>
<tr>
<th>Proposer Entity/Firm Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Employer ID Number (FEIN):</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Central Office/ Headquarter Address:</th>
<th>Address 1:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State, Zip Code:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Servicing Office Address (if different than Central Office/ Headquarters):</th>
<th>Address 1:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State, Zip Code:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Parent Company (if any):</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Entity’s Legal Structure:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation</td>
<td>Joint Venture</td>
</tr>
<tr>
<td>Partnership</td>
<td>Public Entity</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

| State in Which Entity is Legally Organized: |  |
14. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON ____________________________, 20 __

<table>
<thead>
<tr>
<th>Name of Proposer (Firm):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Proposer Representative:</td>
<td></td>
</tr>
<tr>
<td>Name (Typed/Printed):</td>
<td></td>
</tr>
<tr>
<td>Title (Typed/Printed):</td>
<td></td>
</tr>
</tbody>
</table>
Please answer the following questions by placing an “X” in the appropriate box.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Has the Contractor or any of the following ever been the subject of a <strong>criminal</strong> investigation?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) A principal of the Contractor;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) An owner of the Contractor;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) An officer of the Contractor;</td>
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<td></td>
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<tr>
<td>(d) A partner in the Contractor;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) A director of the Contractor; or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</td>
<td></td>
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</tr>
</tbody>
</table>

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? □ □
   (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?
   (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
# QUESTIONNAIRE CONCERNING AFFIRMATIVE ACTION, SMALL BUSINESS CONTRACTORS AND OCCUPATIONAL HEALTH AND SAFETY

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

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Is the Contractor an Individual?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you answered “Yes” to Question 1, skip to Question 2.</td>
<td></td>
<td></td>
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<tr>
<td>If you answered “No” to Question 1, proceed to Question 1A and then to Question 2.</td>
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</tr>
<tr>
<td>1A. How many employees does the Contractor have?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Is the Contractor a Small Business Enterprise based on the criteria in Schedule A?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you answered “Yes” to Question 2, proceed to Question 2A and then to Question 3.</td>
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<td></td>
</tr>
<tr>
<td>If you answered “No” to Question 2, skip to Question 3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2A. Is the Contractor certified by DAS as a Small Business Enterprise?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Is the Contractor a Minority Owned Business Enterprise based on the criteria in Schedule B?</td>
<td></td>
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<tr>
<td>If you answered “Yes” to Question 3, proceed to Question 3A and then to Question 4.</td>
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<td></td>
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<tr>
<td>If you answered “No” to Question 3, skip to Question 4.</td>
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</tr>
<tr>
<td>3A. Is the Contractor certified by DAS as a Minority Owned Business Enterprise?</td>
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<td></td>
</tr>
<tr>
<td>4. Does the Contractor have an Affirmative Action Plan?</td>
<td></td>
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<tr>
<td>If you answered “Yes” to Question 4, proceed to Question 4A and then to Question 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you answered “No” to Question 4, skip to Question 4B and then to Question 5.</td>
<td></td>
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<tr>
<td>4A. Has the Affirmative Action Plan been approved by the CHRO?</td>
<td></td>
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<tr>
<td>4B. Will the Contractor develop and implement an Affirmative Action Plan?</td>
<td></td>
<td></td>
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<tr>
<td>5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?</td>
<td></td>
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<tr>
<td>6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Will subcontractors be involved?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you answered “Yes” to Question 9, proceed to Question 9A.</td>
<td></td>
<td></td>
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<tr>
<td>If you answered “No” to Question 9, you are finished with the questionnaire.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9A. How many subcontractors will be involved?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.
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 “Agreement For Purchase And Installation Of A Truck Scale and MIRA’s Waste Processing Facility” (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;
I, ________________________________________(name), __________________________(title) of
________________________________________(firm name, hereafter in this form “Respondent”) an entity duly formed and
existing under
the laws of __________________, being duly sworn, hereby depose that:

i. I am over the age of eighteen and understand and appreciate the obligations of an oath

ii. Respondent seeks to enter into the “Agreement For Purchase and Installation Of Truck Scale At
Connecticut Solid Waste System Waste Processing Facility” (the “Agreement”) with the
Materials Innovation and Recycling Authority; and

iii. Respondent hereby certifies as follows:

Section 1: APPLICABILITY

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

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

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

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

Additional definitions.

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

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

CERTIFICATION:

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

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

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

Section 3: AFFIRMATION

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

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

________________________________________
Printed Respondent Name

________________________________________
Printed Name of Authorized Official

________________________________________
Signature of Authorized Official

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

________________________________________
Commissioner of the Superior Court (or Notary Public)
Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may 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 percent 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 total 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.
# ACKNOWLEDGEMENT OF RECEIPT

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**NAME OF SIGNER**

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**TITLE**

**COMPANY NAME**

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Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec)

Click on the link to “Lobbyist/Contractor Limitations”