



Dissolution Authority

**REQUEST FOR PROPOSALS**

**For**

**INSURANCE CONSULTING AND BROKER SERVICES**

**(RFP Number 24-AUTH-002)**

MIRA Dissolution Authority  
(formerly Materials Innovation and Recycling Authority)  
300 Maxim Road300 Maxim Road  
Hartford, Connecticut 06114

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## I. Request for Proposals:

### A. Background and Scope

The MIRA Dissolution Authority (“The Authority”) is a quasi-public authority which was created by the State of Connecticut (“State”) effective July 1, 2023 with passage of Public Act 23-170. The Authority is a successor to the Materials Innovation and Recycling Authority (“MIRA”) which was itself created pursuant to Public Act 14-94 as a successor to the Connecticut Resources Recovery Authority (“CRRA”).

The Authority’s primary focuses are to:

- Continue MIRA’s ongoing waste-and-recycling-transfer operations until acceptable alternatives become available;
- Facilitate the remediation of the now-closed Resource Recovery Facility located in the South Meadows section of Hartford and identify the immediate environmental needs and knowledge necessary for future redevelopment of that South Meadows site; and
- Further wind down MIRA’s operations and activities including the marketing and sale of surplus legacy MIRA and CRRA property and facilities.

The Authority controls a network of active operations and MIRA legacy facilities, including:

- Approximately 80 acres of land and associated facilities, equipment and supplies formerly comprising the **now-closed** (waste-to-energy) Resource Recovery Facility and now-closed appurtenant energy-peaking Jet Turbine Facility located in the South Meadows section of Hartford CT;
- Three transfer stations owned by the Authority including an active transfer station in Torrington (currently operating), a stand-by facility in Watertown and a now-closed facility in Ellington;
- A currently operating transfer station leased by the Authority (as lessee) in Essex CT;
- A fully equipped but closed recycling facility located at 211 Murphy Road, Hartford CT, and an adjacent warehouse facility located at 171 Murphy Road;
- Four closed landfills located in Ellington, Shelton, Waterbury and Wallingford including adjacent areas for plume control and associated facilities totaling approximately 304 acres;
- A one megawatt solar array owned by the Authority and installed on top of the closed Hartford landfill;
- Land owned by the Authority and leased by the Authority (as Lessor) for development and operation of the currently operating Bridgeport Resource Recovery Facility;
- Operating, maintenance and transportation contracts including municipal service agreements providing for the delivery, acceptance and processing of municipal solid waste and single stream recycling at the Torrington and Essex transfer stations on behalf of 23 municipalities that remain participants in the Connecticut Solid Waste System;
- Facility operation and maintenance, fire prevention and security support service agreements, including insurance coverages, as necessary and required for all facilities;

In addition, The Authority provides workers' compensation insurance for its employees, and purchases various forms of financial and liability coverage. The Authority's staff is composed of approximately 15 management, clerical, accounting, engineering, environmental, enforcement and operations personnel.

The Authority is seeking a firm to provide insurance brokerage services to assist The Authority in securing property, casualty, executive (including auto, crime, directors & officers - public officials, and fiduciary), pollution liability coverage and workers compensation coverage for up to 3 policy periods ending July 1, 2027. The services to be performed under the Agreement are more particularly described in **Exhibit A** of the Agreement (the "Services")(RFP **Attachment 1A**). Two categories of Services are contemplated in this RFP: Fixed Annual Fee Services, as are more particularly described in Section 1 of **Exhibit A**; and Additional Time & Material Services, as are more particularly described in Section 2 of **Exhibit A**.

For the Fixed Annual Fee Services, the successful proposer will be compensated for the services on a fixed fee basis. As specified in more detail in Section 1 of the Proposal Price and Payment Rate Schedule Form (RFP Attachment 3), the successful proposer shall not accept any additional compensation for the services specified therein.

The Authority is seeking proposals for base and optional components of the Fixed Annual Fee Services described below:

- (a) **Base Fixed Fee Services:** This includes those services, as specified in Section 1.1 of Exhibit A (RFP Attachment 1A) that The Authority contemplates will definitely be included in the Fixed Annual Fee Services of the Agreement (presuming that this RFP results in an Agreement, and subject to any negotiations with the successful proposer). Proposers must submit prices for these Base Fixed Fee Services as indicated in Section 1.1 of Table 1 of the Proposal Price and Payment Rate Schedule Form (RFP Attachment 3)
- (b) **Optional Additional Loss-Control Fixed Fee Services:** This includes services, as specified in Section 1.2 of **Exhibit A** (RFP Attachment 1A) that The Authority, in its sole discretion, may or may not include in the Fixed Annual Fee Services of the Agreement. If The Authority does choose to include these Optional Additional Loss-Control Fixed Fee Services into the Fixed Annual Fee Services in the final Agreement, the Annual Fixed Fee Compensation in **Exhibit C** of the final Agreement shall be increased accordingly by the amount Specified in Section 1.2 of Table 1 of the successful proposer's Proposal Price and Payment Rate Schedule Form (RFP Attachment 3). If The Authority elects, at its sole discretion, NOT to award these Optional Fixed Fee Loss-Control Services as part of the Fixed Annual Fee Services in the final Agreement, The Authority reserves the right to request the Consultant to provide such services as Additional Time & Material Service as per Section 2 of **Exhibit A** (RFP Attachment 1A).

- (c) **Optional Additional Claims-Management Fixed Fee Services:** This includes services, as specified in Section 1.3 of **Exhibit A** (RFP Attachment 1A) that The Authority, in its sole discretion, may or may not include in the Fixed Annual Fee Services of the Agreement. If The Authority does choose to include these Optional Additional Claims-Management Fixed Fee Services into the Fixed Annual Fee Services in the final Agreement, the Annual Fixed Fee Compensation in **Exhibit C** of the final Agreement shall be increased accordingly by the amount Specified in Section 1.3 of Table 1 of the successful proposer’s Proposal Price and Payment Rate Schedule Form (RFP Attachment 3). If The Authority elects, at its sole discretion, NOT to award these Optional Fixed Fee Claims-Management Services as part of the Fixed Annual Fee Services in the final Agreement, The Authority reserves the right throughout the term of the Agreement to request the Consultant to provide such services as Additional Time & Material Service as per Section 2 of **Exhibit A** (RFP Attachment 1A).

If additional services as described in Section 2 of **Exhibit A** of the Agreement (the “Additional Services”) are required during the term of the Agreement, The Authority will issue Request(s) For Additional Services (the form of which is included in Exhibit B of the Agreement (RFP Attachment 1) to the successful proposer for the specific Additional Services to be performed. The successful proposer will be compensated on a time and materials basis for any Additional Services.

Unless otherwise specifically indicated in a proposer’s proposal, The Authority will assume that such proposer is willing and able to perform all of the Services set forth in the Agreement.

The Authority is requesting proposals from qualified firms to perform insurance consulting and broker services for up to a three-year period from January 1, 2024 through December 31, 2026, during which the successful proposer would be expected to broker coverage for 3 insurance policy periods concurrent with the Authority’s fiscal year (Policy Period 1 from 7/1/2024-6/30/2025, Policy Period 2 from 7/1/2025-6/30/2026, and Policy Period 3 from 7/1/2026 – 6/30/2027)

## **B. RFP Projected Timeline**

The following is the projected timeline for the RFP process:

| <b>ITEM</b>   | <b>DATE</b>  |
|---|--|
| RFP Documents Available   | Wednesday, September 13, 2023  |
| Deadline for Written Questions  | 3:00 p.m., Thursday, October 10, 2023  |
| Response to Written Questions   | Friday October 20, 2023  |
| Proposals Due at The Authority  | <b>3:00 p.m., Thursday October 26, 2023</b>  |
| Proposal evaluation including clarifications, interviews and negotiations | Through November 17, 2023. If interviews conducted, MIRA expects them to occur approximately between November 6 and November 10, 2023                |
| Selection and Notice of Award Issued                                      | Pending approval by the The Authority's Board of Directors (expected to be presented to the Board for approval at the December, 2023 Board Meeting). |
| Expected Agreement Effective Date   | Expect to have executed contract by January 1, 2024.   |

**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 Supply Chain Manager as follows:

**Mr. Roger Guzowski**  
**Supply Chain Manager**  
**MIRA Dissolution Authority**  
**(formerly Materials Innovation and Recycling Authority)**  
**rguzowski@ctmira.org**  
**300 Maxim Road**  
**Hartford, CT 06114**

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.

The Authority 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 online at <http://www.ctmira.org> on the “Current Solicitations” page, under the “Business Links” section of the website. The RFP and Attachments can be accessed by selecting the link titled: ”RFP FOR INSURANCE CONSULTING AND BROKER SERVICES”.

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 The Authority’s website where the PDF of the RFP is located. The Authority 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 The Authority’s offices at 300 Maxim Road, Hartford, Connecticut 06114. Anyone intending to pick up the documents at The Authority’s offices must contact Roger Guzowski, Supply Chain Manager, at (860) 757-7703 at least 24 hours in advance. There is a charge of \$30.00 for anyone picking up the documents at The Authority’s office. Payment should be made by check payable to “MIRA Dissolution Authority.” Please note that these available days, times and lead times may be impacted by any pandemic, weather, or other emergency response protocols then in effect.

**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 The Authority 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’s firm (and servicing office if applicable) including the number of years in the business of, and

experience providing insurance consulting and brokerage services for properties, facilities and operations similar to the Authority, and/or quasi-government entities (including quasi-public authorities, enterprise funds, etc.)

- Listing of the principal individuals within the firm who will be involved in providing the insurance consulting and brokerage services to The Authority and brief description of their background and experience in providing such services.
- Provide up to five references for whom Proposer provides services similar to those in its proposal, including:
  - Client company/agency name, location and brief synopsis of the work performed; and
  - Reference name, title, address, e-mail and phone contact information.

5. Exceptions Narrative:

- Identify any exceptions, proposed additions or proposed deletions to the provisions of the (form of) Agreement (**RFP Attachment 1**). 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 The Authority's best interest and assists in accomplishing the objectives of this RFP. Note that the Authority's evaluation, in its sole discretion, regarding the reasonableness and extent of a Proposer's Exceptions will be used as a criteria in the Authority's evaluation of a Proposer's proposal.

6. The completed Proposal Form attached hereto as Attachment 2;

7. The completed Proposal Price And Payment Rate Schedule Form, attached hereto as Attachment 3;

8. The completed Background Questionnaire attached hereto as Attachment 4 (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);

9. The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety attached hereto as Attachment 5 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;

10. 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 Dissolution Authority, 300 Maxim Road, Hartford, Connecticut 06114, Attn: Roger Guzowski. The Authority 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 The Authority in a sealed envelope that shall be clearly marked "INSURANCE CONSULTING AND BROKER SERVICES PROPOSAL" The original proposal shall be stamped or otherwise marked as such.

The electronic copy must be in PDF format and be emailed to [solicitations@ctmira.org](mailto:solicitations@ctmira.org) prior to the due date specified in Section 1B of the RFP.

Unless otherwise identified by Proposer pursuant to Section I.E.5 hereof, the terms and conditions of the Agreement are non-negotiable. The Authority 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 The Authority's convenience on or after the proposal due date. The Authority 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 The Authority for ninety (90) 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 The Authority results in The Authority determining that such award to such Proposer(s) is in the best interests of The Authority. However, the selection of a Proposer(s) and the award of such contract, while anticipated, are not guaranteed.

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

The Authority will base its evaluation of proposals on the following criteria, which are not necessarily presented in order of importance:

1. Price;
2. The Authority's evaluation, in its sole discretion of the Proposer's qualifications, including both the firm and the individuals who have been identified who will be working with The Authority as specified in I.E.4; ;
3. Reasonableness and extent of any proposed Exceptions as specified in I.E.5; and
4. Any other factor or criterion that The Authority, 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 The Authority 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 5);
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 5);
3. The proposer's promise to develop and implement a successful affirmative action plan (see Question 4B of Attachment 5);
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 Insurance Consulting And Broker Services Agreement attached hereto as Attachment 1 ("Agreement"). The Proposer substantially agrees to all the terms and conditions of this attached Agreement unless otherwise specified as provided in Section I.E.5 hereof.

If the contract is to be awarded, The Authority will issue to the successful proposer(s) a Notice of Award within ninety (90) days after the proposal due date.

The Authority reserves the right to correct inaccurate awards resulting from The Authority'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 The Authority shall not constitute a breach of this RFP by The Authority 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 The Authority and the initial proposer.

## II. **Notifications, Acknowledgements and Certifications**

Proposers are hereby notified that any agreement resulting from this RFP shall contain the provisions specified in this RFP Section II, and that in submitting a statement of qualifications, Proposer acknowledges receipt of such notification and agrees that Proposer is prepared to sign an agreement with these provisions. For purposes of this RFP Section II, Contractor shall mean any successful Proposer with whom The Authority enters an agreement resulting from this RFP.

### A. **Nondiscrimination**

- a. For purposes of this Section, “Contractor”, “contractor” and “Consultant” shall have the same meaning, “Contract”, “contract” and “Agreement” shall have the same meaning and other otherwise undefined terms have the meaning ascribed to them in Connecticut General Statutes § 4a-60g.
- b. Pursuant to Connecticut General Statutes § 4a-60:
  1. The Contractor agrees and warrants that in the Performance of this 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, status of a veteran, 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 ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
  2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the “Commission”);
  3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor

union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a- 68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
  5. the 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 the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
  6. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- d. Pursuant to Connecticut General Statutes § 4a-60a:
1. The Contractor agrees and warrants that in the performance of this 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract

or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

3. the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes §46a-56; and
  4. the 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 the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- e. The Contractor shall include the provisions of subsection (d) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- f. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by initialing this nondiscrimination affirmation where specified in the Agreement.

**B. Connecticut Campaign Contribution And Solicitation Limitations**

For all state contracts, defined in section 9-612 of the Connecticut General Statutes as 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 represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_10\\_final.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf). The Consultant makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached as Exhibit G of the form of Agreement included as Attachment 1 of this RFQ.

**C. Contractor's Representation Concerning Consulting Agreements**

Any agreement resulting from this RFQ shall require Consultant to make a representation (the form of which is included as Exhibit F of the form of Agreement included as Attachment 1 of this RFQ) that Contractor either has not entered into any Consulting Agreement 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 contracts; or to disclose the name and basic terms of any such consulting Agreement.

**D. Contractor's Representation Concerning Gifts**

Any agreement resulting from this RFQ shall require the contractor to make the following representation:

That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency; (2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and (3) That the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person. (d) Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the state agency or quasi-public agency

shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

**E. The Authority's President's Representation Concerning Gifts**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, in signing any agreement resulting from this RFQ, the authorized signatory of The Authority shall be required to represent that the selection of the most qualified or highest ranked person, firm or corporation 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.

**F. Representation Regarding Iran Energy Investment**

Any agreement resulting from this RFQ shall require the contractor to make the following representation:

- a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment 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, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Consultant is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

### III. **Additional Terms and Conditions:**

#### G. **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 Insurance Consulting And Broker Services 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 The Authority to the apparent successful proposer that states that The Authority has accepted such proposer's proposal and sets forth the remaining conditions that must be fulfilled by such proposer before The Authority executes the Agreement.
5. Property: The certain parcels of real property on which The Authority's facilities are located and other parcels of real property owned by The Authority.

#### H. **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.

#### I. **The Authority's Reserved Rights**

During the entire solicitation process The Authority 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 The Authority 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 The Authority's solicitation documents;
14. Contact, and if permitted by site owner, visit and examine any of the entities and/or facilities listed as a reference in any submittal at which Proposer indicated that proposer provided 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 The Authority.

**J. Communications With The Authority 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 The Authority issues the RFP until the date the successful proposer accepts the Notice of Award), contractors contemplating or preparing proposals are prohibited from contacting The Authority's staff or 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.

**K. Addenda And Interpretations**

The Authority 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 Dissolution Authority, 300 Maxim Road, Hartford, Connecticut 06114). To be given consideration, any such written request must be received by The Authority 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 The Authority's website (<http://www.ctmira.org> on the "Business Opportunities" page under the "RFP FOR INSURANCE CONSULTING AND BROKER SERVICES" heading). Such addenda will be mailed/e-mailed and posted on the website 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 The Authority A.

**L. 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.

**M. 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 The Authority, and The Authority shall have no responsibility or liability whatsoever for any such costs and expenses.

**N. Proposer's Qualifications**

The Authority may make any investigation deemed necessary to determine the ability of any Proposer to perform the Agreement as required. Each Proposer shall furnish The Authority with all such information as may be required for this purpose.

# INSURANCE CONSULTING AND BROKER SERVICES AGREEMENT

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This **INSURANCE CONSULTING AND BROKER SERVICES AGREEMENT** (“Agreement”) is made and entered into as of this First day of January, 2024 (the “Effective Date”) by and between the **MIRA DISSOLUTION AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 300 Maxim Road, Hartford, Connecticut 06114 (hereinafter “The Authority”) and [**NAME OF CONSULTANT**], having its principal offices at [**ADDRESS OF CONSULTANT**] (hereinafter “Consultant”).

## **PRELIMINARY STATEMENT**

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

**WHEREAS** The Authority now desires to enter into this Agreement with Consultant in order for Consultant to provide certain insurance consulting and broker services from time to time in accordance with the Contract Documents (the “Project”).

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

### **1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION**

#### **1.1. Definitions**

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

- (a) **“Addenda”** means written or graphic documents issued prior to the proposal due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), Request For Proposals, Addenda, Consultant’s proposal (including all documentation 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, any written amendments to any of the Contract Documents.
- (c) **“Effective Date”** means the date set forth above in this Agreement.
- (d) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal,

state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.

- (e) **“Notice Of Award”** means written notification from The Authority to the apparent successful proposer which states that The Authority has accepted such proposer’s proposal and sets forth the remaining conditions that must be fulfilled by such proposer before The Authority executes the Agreement.

## 1.2. Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular 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.

## **2. SCOPE OF SERVICES**

### **2.1. Consultant's Responsibilities**

The Authority retains Consultant to render certain independent insurance consulting and broker services, including the Fixed Annual Fee Services described in Section 1 of **Exhibit A** attached hereto ( the "Services") as such Services may be requested from time to time by an Authorized Representative of The Authority on the terms specified in this Agreement. The Authority also retains Consultant to render, at The Authority's sole and absolute discretion, certain additional independent services related to the insurance consulting and broker services, including the Additional Services detailed in Section 2 of **Exhibit A** (the "Additional Services").

### **2.2. Performance and Completion of Services**

All Services and Additional Services shall be performed and completed by Consultant as an independent contractor and in a good workmanlike manner consistent and in accordance with:

- (a) Any and all instructions, guidance and directions provided by The Authority to Consultant;
- (b) The Contract Documents;
- (c) Sound insurance consulting and broker practices;
- (d) The highest prevailing industry standards applicable to Consultant and its performance of the Services and any Additional Services hereunder;
- (e) All Laws And Regulations; and
- (f) Any Request (as hereinafter defined) pursuant to which such Additional Services are rendered.

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

### **2.3. Authorized Representative Of The Authority**

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

## **2.4. Direction of Services**

The Authority and/or its Authorized Representative may, where necessary or desired, provide Consultant with instructions, guidance and directions in connection with Consultant's performance of the Services and any Additional Services hereunder. The Authority reserves the right to determine whether Consultant will, upon completion of any phase of the Services or Additional Services, proceed to any or all remaining phases of the Services or Additional Services. If The Authority determines that Consultant shall not proceed with the remaining Services or Additional Services, The Authority shall terminate this Agreement in accordance with Section 4.3 hereof.

## **2.5. Request For Additional Services**

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

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

## **2.6. The Authority's Inspection Rights**

Consultant's performance of the Services and any Additional Services hereunder, as well as Consultant's work products resulting from such performance, are subject to inspection by The Authority. Inspections may be conducted at any time by The Authority. In the event of an inspection, Consultant shall provide to The Authority any documents or other materials that may be necessary in order for The Authority to conduct the inspection. If, after any such inspection, The Authority is unsatisfied with Consultant's performance of the Services or any Additional Services hereunder or any of the work products resulting therefrom, Consultant shall, at the direction of The Authority, render such performance or work products satisfactory to The Authority at no additional cost or expense to The Authority and, with respect to Additional Services, without any extension of the Estimated Time of Performance, as specified in the Request for such Additional Services. For purpose of this Section 2.6, The Authority shall mean The Authority and/or its Authorized Representative.

## **2.7. Change in Scope of Services**

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

## **2.8. Access**

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

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

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

## **2.9. Lobbying And Paying Finder's Fees**

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

## **2.10. Proprietary Information**

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

Authority. Any material designated by The Authority in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of The Authority. However, Consultant acknowledges that The Authority is subject to the Connecticut Freedom of Information Act and The Authority must disclose certain documents in accordance with said statutes.

Consultant may release to insurers and other financial institutions The Authority's information relevant to the underwriting and/or evaluation of The Authority's risks and the processing of its claims, provided that such insurers and financial institutions are informed of the confidential nature of such information.

Consultant retains all of its rights in its inventions, expressions, know how, techniques, skills, knowledge and experience and materials used by it generally or provided by it generally to clients, and Consultant shall not be restricted in any way with respect thereto. The restrictions and agreements set forth in this Section 2.10 shall not apply to any information:

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

## **2.11. Books and Records**

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

## 2.12. Progress Reports

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

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

## 2.13. Status of Consultant

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

## 2.14. Subcontractors

Consultant shall consult with The Authority before hiring any subcontractors to perform any Services or Additional Services hereunder. Consultant shall require all of its subcontractors to abide by the terms and conditions of this Agreement. Moreover, Consultant's subcontracts with such subcontractors shall specifically provide that, in the event of a default by Consultant thereunder or under this Agreement, The Authority may directly enforce such subcontracts and make payments thereunder. Consultant shall provide The Authority with all

contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also Consultant's subcontracts with its subcontractors shall specifically include The Authority as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Consultant other than through such subcontracts.

### **2.15. Consultant's Employees**

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

### **2.16. Restriction On Parties**

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

## **3. COMPENSATION AND PAYMENT**

### **3.1. Compensation Schedule**

Consultant shall be paid by The Authority for the services rendered and expenses incurred under this Agreement pursuant to Section 1 of **Exhibit A** of this Agreement on the basis set forth in Section 1 of **Exhibit C** of this Agreement (the "Fixed Fee Component"). Consultant shall not receive any other compensation for the performance of the Services specified in Section 1 of **Exhibit A** of the Agreement.

Consultant shall be paid by The Authority for any Additional Services rendered and expenses incurred under this Agreement pursuant to a Request issued pursuant to Section 2.5 of the Agreement, including those Additional Services specified in Section 2 of **Exhibit A** of this Agreement, on the basis set forth in Section 2 of **Exhibit C** of this Agreement (the "Time And Materials Component").

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

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

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

### **3.2. Bill Format**

#### **3.2.1. Fixed Fee Component**

Consultant shall render a bill to The Authority for the full amount of the Fixed Fee Component as specified in Section 1 of **Exhibit C** for any particular Contract Year within 15 days of the beginning of that Contract Year.

#### **3.2.2. Time and Materials Component**

Consultant shall render a bill to The Authority each quarter for all of the Additional Services performed and all of the costs and expenses incurred in the immediately preceding quarter, if any, pursuant to a Request(s) issued pursuant to Section 2.5 of this Agreement. Each quarterly bill shall contain at least the following information:

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

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

Consultant shall not carry forward balances. If a previous bill is unpaid, Consultant shall resubmit that periodic bill for payment. Group or block billing is not

acceptable and bills with such billing will be returned unpaid to the Consultant for clarification and itemization.

Invoices shall be accompanied by an itemization of disbursements and costs (long-distance calls, photocopying, etc.) and travel expenses shall be itemized separately to indicate travel, lodging, business meeting, meals, taxis and other expenses (specially detailed). Disbursements will be reimbursed at the Consultant's cost. Consultant shall be solely responsible for the reporting of and payment of federal, state, and local income taxes, FICA and FUTA contributions and shall maintain any insurance coverage required by state or federal law in addition to any insurance required hereunder.

### **3.3. Payment Procedure**

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

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

#### **3.3.1. Fixed Fee Component**

In regard to the bill submitted to The Authority by Consultant for the Fixed Fee Component as specified in Section 3.2.1, if The Authority determines, in its sole discretion, that

- (a) Consultant is not in default hereunder,
- (b) The Authority does not dispute the amount of the payment requested, and
- (c) The bill contains all of the information required hereunder,

then The Authority shall pay the amount requested within forty five (45) calendar days after its receipt of such bill.

If, however,

- (a) Such bill does not contain all the requisite information, or
- (b) Consultant is in default hereunder,

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

### 3.3.2. Time and Materials Component

In regard to the bill submitted to The Authority by Consultant for the Time and Materials Component as specified in Section 3.2.2, If The Authority determines, in its sole discretion, that

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

then The Authority shall pay the amount requested within forty five (45) calendar days after its receipt of such bill.

If, however,

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

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

### **3.4. Contingent, Management Service And Placement Commissions**

Consultant warrants that during its performance under this Agreement it will not receive, or direct to any third parties, any contingent commissions, management service agreement

commissions, or any other form of placement commissions, related to Consultant's performance of this Agreement.

### **3.5. Accounting Obligations**

Consultant shall maintain books and accounts of the costs incurred by Consultant in performing the Services and any Additional Services pursuant to this Agreement by contract number and in accordance with generally accepted accounting principles and practices. The Authority, 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.

### **3.6. Audit**

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

For an audit, Consultant must provide the following:

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

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

### **3.7. 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 The Authority with respect to Consultant, nor be withheld from payment to Consultant The Authority. No workers' compensation insurance has been or will be obtained by The Authority on account of the Services and any Additional Services to be performed hereunder by Consultant, or any of Consultant's employees or subcontractors. Consultant shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.7 and Consultant hereby agrees to indemnify The Authority and

hold The Authority harmless against any and all such taxes, insurance or payments, or similar costs which The Authority may be required to pay in the event that Consultant's status hereunder is determined to be other than that of an independent contractor.

### **3.8. 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), The Authority 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 The Authority Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Consultant shall not include in the fees, and Consultant shall not charge or pass through any Connecticut Taxes to The Authority, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Consultant has incurred any Connecticut State Taxes in its performance of the Agreement.

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

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

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

## **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, on December 31, 2026.

### **4.2. Time is of the Essence**

The Authority and Consultant hereby acknowledge and agree that time is of the essence with respect to Consultant's performance of the Services and any Additional Services hereunder. Accordingly, upon the Effective Date, Consultant shall immediately commence performance of the Services and continue to perform the same during the term of this Agreement. Upon The Authority's issuance to Consultant of a Request (and Consultant's agreement thereto if required), Consultant shall immediately commence performance of the Additional Services requested and continue to perform the same during the term of this Agreement in order to complete all of the Additional Services requested by the completion date set forth in such Request.

### **4.3. Termination**

This Agreement may be terminated by The Authority for convenience upon at least thirty (30) days advance written notice.

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

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

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

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

In the event of termination, Consultant will assist The Authority in arranging a smooth transition process. However, Consultant's obligation and the obligation of its affiliates to provide services to The Authority will cease upon the effective date of termination, unless otherwise agreed in writing, except for the obligation to deliver to The Authority insurance policies and marketing data relating to coverage placed by Consultant prior to termination.

#### **4.4. Records And Documents**

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

### **5. INDEMNIFICATION**

#### **5.1. Consultant's Indemnity**

Consultant shall at all times protect, defend, indemnify and hold harmless The Authority and its board of directors, officers, agents and employees from and against any all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damages to property or other damages alleged to have been sustained by: (a) The Authority or any of its directors, officers, agents or employees, or (b) Consultant or any of its directors, officers, employees, agents or sub-contractors, or (c) any other person, to the extent any such injuries, damages or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Consultant or any of its directors, officers, employees, agents or sub-contractors. Consultant further undertakes to reimburse The Authority for damages to property of The Authority caused by Consultant or any of its directors, officers, employees, agents or sub-contractors. The existence of insurance shall in no way limit the scope of this indemnification. Consultant's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

### **6. INSURANCE**

#### **6.1. Insurance**

At all times during the term of this Agreement, Consultant shall, at its sole cost and expense, procure and maintain the insurance coverages described below for claims which

may arise from or in connection with the work set forth in the scope of services hereunder (the “Services”) performed by the Consultant and those for whom they are legally responsible.

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

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).
2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto). An MCS 90 Endorsement and a CA 9948 Endorsement shall be attached **if any hazardous materials are transported by the Consultant during its performance of the Services.**
3. Workers’ Compensation insurance as required by all states in which the Services are being done and Employer’s Liability insurance.
4. Professional Liability insurance if the Consultant or any subcontractor to them is providing legal or consultative services. The Professional Liability insurance should include coverage for all professional services related to the Services as outlined within the Agreement and should be kept in force for a completed operations period of at least five years after final completion of the Services.

**6.2. Minimum Limits of Insurance**

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

1. Commercial General Liability:
  - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.
  - b. \$2,000,000 General Aggregate
  - c. \$2,000,000 Products & Completed Operations Aggregate
  - d. \$1,000,000 Personal & Advertising Injury
2. Automobile Liability:
  - a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
  - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers’ Compensation: Statutory limits.

4. Employer's Liability:
  - a. \$1,000,000 Each Accident
  - b. \$1,000,000 Disease – Policy Limit
  - c. \$1,000,000 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
  - a. \$2,000,000 Each Occurrence

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

The Consultant shall be responsible for payment of all deductibles and self-insured retentions on any of the insurance policies required under this Agreement. The Consultant is also responsible for the payment of all losses arising out of its performance of the Services 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. The Authority, its subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Consultant:
  - a. Commercial General Liability
  - b. Automobile Liability
  
2. The Consultant agrees to notify The Authority 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 The Authority's President & CFO by e-mail to [riskmanager@ctmira.org](mailto:riskmanager@ctmira.org) or by correspondence to MIRA Dissolution Authority, 300 Maxim Road, Hartford, Connecticut 06114.
  
3. The Consultant should waive (and require their insurers to waive) subrogation rights against The Authority for losses and damages incurred under the insurance policies required by this Agreement.

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

(c) Acceptability of Insurance

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

(d) Verification of Coverage

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

(e) Subcontractors

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

## **7. MISCELLANEOUS**

### **7.1. Entire Agreement**

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

### **7.2. Governing Law**

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

### **7.3. Assignment**

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

**7.4. 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 The Authority or Consultant thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

**7.5. Modification**

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

**7.6. 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 The Authority:

MIRA Dissolution Authority  
300 Maxim Road  
Hartford, Connecticut 06114  
Attention: President & CFO

(b) If to Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

### **7.7. Binding Effect**

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

### **7.8. Severability**

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

### **7.9. Whistleblower Protection**

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

### **7.10. 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. Representations and certifications**

In signing this agreement, the applicable signatories to this agreement agree to the following representations and certifications set forth below. For purposes of this Section 8 and all subsections hereof, "Contractor" and "Consultant" shall have the same meaning.

### **8.1. Non-Discrimination**

a. For purposes of this Section, "Contractor", "contractor" and "Consultant" shall have the same meaning, "Contract", "contract" and "Agreement" shall have the same

meaning and other otherwise undefined terms have the meaning ascribed to them in Connecticut General Statutes § 4a-60g.

b. Pursuant to Connecticut General Statutes § 4a-60:

1. The Contractor agrees and warrants that in the Performance of this 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, status of a veteran, 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 ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the "Commission");
3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a- 68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
5. the 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 the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

6. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
  - d. Pursuant to Connecticut General Statutes § 4a-60a:
    1. The Contractor agrees and warrants that in the performance of this 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
    2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
    3. the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes §46a-56; and
    4. the 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 the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.

e. The Contractor shall include the provisions of subsection (d) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

## 8.2. Small Business Application

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

## 8.3. Iran Energy Investment Certification.

a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment 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, and has not increased or renewed such investment on or after said date.

b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Consultant is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

**8.4. Consulting Agreements Representation.**

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor and its authorized signatory represents that Contractor:

[select response below by initialing]

|  |   |
|--|---|
|  | has NOT entered into any consulting agreements in connection with this Agreement.   |
|  | has entered into consulting agreement(s) in connection with this Agreement, as described in the Consulting Agreement Representation attached hereto as <b>Exhibit F</b> . |

The undersigned, being the person signing the Agreement, swears that the representation in this Section of the Agreement is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

For purposes of this Consulting Agreements Representation "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 contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

### **8.5. Campaign Contribution And Solicitation Limitations**

For all state contracts, defined in section 9-612 of the Connecticut General Statutes as 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, by signing this agreement, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_10\\_final.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf). The Contractor makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto as **Exhibit G**.

### **8.6. Large State Contract Representation for Contractor.**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, by signing this agreement, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such 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
- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

### **8.7. The Authority's Representation Concerning Gifts**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, in signing this agreement, the authorized signatory of The Authority represents that the selection of the

most qualified or highest ranked person, firm or corporation 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

MIRA DISSOLUTION AUTHORITY

By: \_\_\_\_\_  
Mark T. Daley  
Its President & CFO  
Duly Authorized

[CONSULTANT]

By: \_\_\_\_\_  
Its  
Duly Authorized

## SCOPE OF SERVICES

### 1. Fixed Annual Fee Services

Consultant shall provide to The Authority fixed annual fee insurance consulting and broker services (the “Services”), including but not limited to, the following services as detailed in section 1.1, 1.2 and 1.3 herein:

#### 1.1. Base Fixed Fee Services:

- (a) Recommend and prepare marketing specifications, and/or negotiate renewals of insurance policies or new insurance policies not currently purchased, as needed for all coverage required or desired by The Authority to suit its evolving needs.
- (b) Upon request, assist The Authority with insurance language, insurance contract reviews, and make recommendations regarding lines and limits of insurance to be required by The Authority.
- (c) Evaluate insurance provisions in bids or negotiated proposals for consideration by The Authority.
- (d) As directed by The Authority, provide background information regarding insurance markets relative to The Authority’s insurance programs and recommend placements to The Authority’s management, contractors, and/or Board of Directors.
- (e) Provide written budget estimates and premium allocations broken down by coverage line and location for use by The Authority, as needed.
- (f) As directed by The Authority, provide and evaluate options for paying premiums, including broker billed payment options, options for direct billing to The Authority, and if requested by The Authority provide assistance in securing a premium financing company to allow for premium payments in installments;
- (g) Participate in meetings at least semi-annually with The Authority staff and attend all other meetings as requested with The Authority Finance Committee (expected to be at the March, June, and October meetings) or Board of Directors to review insurance. This participation-in-meetings task anticipates phone conferences when requested by The Authority and anticipates two meetings in person. Additional in-person meetings will be billed as an Additional Time & Material Service.
- (h) Perform all normal and usual functions of an insurance broker, including but not limited to, the following:

- (1) Checking wording and conformity of each policy, binder, certificate, endorsements or other document received from insurers against negotiated terms and seeking to obtain revisions in such documents when needed;
  - (2) Verifying all rates and premiums charged;
  - (3) Following receipt, promptly submitting originals of all policies and endorsements to The Authority;
  - (4) Being available to answer questions from The Authority personnel;
  - (5) Obtaining answers from underwriters to policy coverage questions, reviewing The Authority's operations and loss exposures on a regular basis, and making any appropriate coverage recommendations;
  - (6) Preparing insurance certificates and endorsements as requested/required by The Authority; and
  - (7) Providing summaries of the Authority's insurance policies and limits in a format that is acceptable to The Authority.
  - (8) Monitoring published financial information of The Authority's current insurers and alerting The Authority when the status of one or more of such insurers falls below Consultant's minimum financial guidelines (no lower than A-). Consultant will not, however, be responsible for the solvency or ability to pay claims of any insurance carrier. Insurers with whom The Authority's risks are placed will be deemed acceptable to The Authority, in the absence of contrary instructions from The Authority.
- (i) Any other related insurance and/or broker services that The Authority shall deem necessary.

## **1.2. Additional Loss-Control Fixed Fee Services**

- (a) Provide technical services personnel to work with The Authority, as needed, in developing and reviewing loss control programs.
- (b) Review loss experience reports from insurers, identify trends and make recommendations to The Authority for controlling claim costs.
- (c) Provide 50 hours per year of loss control (property/life safety) to The Authority to use as desired.

## **1.3. Additional Claims-Management Fixed Fee Services:**

- (a) Provide claims management services, including consultation to The Authority regarding claims handling by carriers or Third Party Administrator (“TPA”), and audit such claims handling on The Authority’s behalf.

These Fixed Annual Fee Services shall not include the underwriting of insurance policies for The Authority.

Consultant shall be required to represent and assist The Authority in all discussions and transactions with all insurers, provided that Consultant shall not place any insurance on behalf of The Authority unless so authorized in writing by The Authority. Consultant shall not speak or represent any insurer, is not bound to utilize any particular insurer, and does not have the authority to make binding commitments on behalf of any insurer. In Consultant’s work to obtain/place insurance for The Authority, Consultant shall work in the best interest of The Authority to obtain the appropriate and most cost-effective insurance for The Authority’s needs. Consultant shall not direct or select insurance for The Authority that is driven by any other interest but The Authority’s best interests.

Consultant may utilize the services of other intermediaries to assist in the marketing of The Authority’s insurance (including brokers in the London and other markets), when in Consultant’s professional judgment those services are necessary or appropriate. Such intermediaries may be affiliates of Consultant or not related to Consultant. The compensation of such intermediaries is not included in Consultant’s compensation under this Agreement and will be paid by insurers out of paid premiums. Consultant shall disclose to The Authority any such commissions.

Effective upon the renewal or placement by Consultant of The Authority’s excess insurance program, unless The Authority gives the Consultant client executive contrary instructions in writing, whenever the Consultant client executive is informed by The Authority that a claim has been notified to the primary carrier, Consultant will notify all applicable excess carriers.

## **2. Additional “Time & Material” Services**

The following services will be undertaken at The Authority’s sole and absolute discretion and only if requested through a properly executed Request For Additional Services (the “Additional Services”). These Additional Services will be separate from the Services covered by the Fixed Annual Fee as specified in Section 1 above and will require additional compensation as detailed in Section 2 of **Exhibit C** of the Agreement. Examples of Additional Services include the following:

- (a) Preparation of formal, written reports/recommendations relative to the insurance program currently in place and governed by bond indentures or various The Authority projects;
- (b) Perform evaluation of the insurance requirements associated with The Authority’s public solicitations (bids, RFP, RFQ) or purchase orders;

- (c) Assist with screening certificates of insurance provided by The Authority's vendors to ensure sufficiency with contract and/or PO terms
- (d) Develop systems to catalog certificates of insurance provided by The Authority's vendors and track renewal and expiration schedules.
- (e) If requested outside of the typical insurance-renewal cycle, perform planning-level evaluation of insurance impacts of potential changes to The Authority, including changes to operations and/or ownership of The Authority's facilities/property, transition of personal and/or real property from The Authority to other entities, or other changes during the evolution of The Authority;
- (f) Performance of actuarial studies (e.g., environmental exposures); and
- (g) Provision of an annual stewardship report, including time and expense calculations, insurance schedule, policy summaries, review of past year's activities, and outlook for coming year's market conditions.
- (h) Performance of other special assignments within the expertise of Consultant as required by The Authority.



**REQUEST FOR  
ADDITIONAL SERVICES**

[DATE]

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

**Re: Insurance Consulting and Broker Services Agreement  
Request for Additional Services**

Dear \_\_\_\_\_:

This Request will authorize you to provide the Additional Services described below in accordance with the terms and conditions of the “Insurance Consulting and Broker Services Agreement” dated January 1, 2024 between MIRA Dissolution Authority (for purposed of this Request, “The Authority”) and you.

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

**1. Scope of Services**

[PROVIDE DETAILS]

**2. Estimated Time of Performance**

[PER CONSULTANT]

**3. Estimated Costs**

[PER CONSULTANT]

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

Sincerely,

MIRA DISSOLUTION AUTHORITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to under the terms of the  
Insurance Consulting and Broker Services Agreement  
dated January 1, 2024

[CONSULTANT NAME]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STANDARD FORMAT

## **COMPENSATION SCHEDULE**

[The Consultant's "Proposal Price and Payment Rate Schedule Form" that was submitted to The Authority by the Consultant with the Consultant's Proposal, as such Form may be modified based on negotiations between The Authority and Consultant over prices, will be added by The Authority.]

## **TRAVEL POLICY AND EXPENSE REPORTING PROCEDURE**

Attached hereto and incorporated herein this Exhibit D is the Travel Policy And Expense Reporting Procedure originally adopted by CRRA, which remains in effect under The Authority's governance under the provisions of Public Acts 14-94 and 23-170.



# **TRAVEL POLICY AND EXPENSE REPORTING**

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

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

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## **CONNECTICUT RESOURCES RECOVERY AUTHORITY TRAVEL POLICY AND EXPENSE REPORTING**

### **1. GENERAL STATEMENT**

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

### **2. APPROVALS**

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

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

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

### **3. TRANSPORTATION**

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

### **3.1 Rental Automobile**

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

#### **3.1.1 Insurance**

##### **3.1.1.1 Business Use Of A Rental Automobile**

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

##### **3.1.1.2 Personal Use Of A Rental Automobile**

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

### **3.2 Business Use Of Employee's Car**

#### **3.2.1 Reimbursement Rate**

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

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

### **3.2.2 Mileage Calculation**

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

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

### **3.2.3 Tolls/Parking**

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

## **3.3 Air Travel**

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

## **3.4 Taxis**

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

### **3.5 CRRA Owned Automobiles**

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

#### **4. MEALS**

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

#### **5. LODGING**

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

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

#### **6. INCIDENTALS**

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

#### **7. PERSONAL EXPENSES**

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

#### **8. OTHER BUSINESS EXPENSES**

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

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

CRRA will not reimburse the cost of home entertaining.

## 9. EXPENSE REPORTING

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

## 10. RECEIPTS

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

Original receipts are required for all entertainment.

## 11. EXCEPTIONS

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

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### ORIGINAL

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

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### REVISION 1

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

## QUARTERLY BILL FORMAT

|                              |   |
|------------------------------|---|
| Name of Consultant:          |   |
| Contract Number:             |   |
| Billing Period:              |   |
| Project Name:                | <b>Insurance Consulting and Broker Services</b> |
| Purchase Order Number:       |   |
| Request For Services Number: |   |

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

| Personnel   | Title | Work Performed | Hours        | Rate        | Amount        |
|---|-------|----------------|--------------|-------------|---------------|
| (Insert Name of Person who worked on Task)                  |       |                |              |             |               |
| (Insert Name of Person who worked on Task)                  |       |                |              |             |               |
| (Insert Name of Person who worked on Task)                  |       |                |              |             |               |
| <b>Subtotal Personnel</b>                                   |       |                |              |             |               |
| <b>Ancillary Services/Equipment</b>                         |       |                | <b>Units</b> | <b>Rate</b> | <b>Amount</b> |
| (Insert Name of Ancillary Services/Equipment used for Task) |       |                |              |             |               |
| (Insert Name of Ancillary Services/Equipment used for Task) |       |                |              |             |               |
| (Insert Name of Ancillary Services/Equipment used for Task) |       |                |              |             |               |
| <b>Subtotal Ancillary Services/Equipment</b>                |       |                |              |             |               |

|   |  |
|---|--|
| <b>Subtotal for Task (Insert Task Number)</b> |  |
|---|--|

|  |  |
|--|--|
| <b>TOTAL (Insert billing period for which bill is being submitted)</b> |  |
|--|--|

**EXHIBIT F:**  
**CONSULTING AGREEMENTS REPRESENTATION**

Pursuant to section 4a-81 of the Connecticut General Statutes, the Consultant represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "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 contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

| _____<br>Consultant's Name and Title | _____<br>Name of Firm (if applicable) |               |
|--------------------------------------|---------------------------------------|---------------|
| _____<br>Start Date                  | _____<br>End Date                     | _____<br>Cost |

The basic terms of the consulting agreement are:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Services Provided:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the consultant a former State employee or former public official?  YES  NO

If YES: \_\_\_\_\_  
Name of Former State Agency      Termination Date of Employment

The undersigned, being the person signing the Contract, swears that the representation in this Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

\_\_\_\_\_  
Signature of person signing this Contract

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public

\_\_\_\_\_  
My Commission Expires



**STATE OF CONNECTICUT  
CAMPAIGN CONTRIBUTION CERTIFICATION**

*Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.*

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

**Check One:**

- Initial Certification**
- Updated Certification because of change of information contained in the most recently filed certification**

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

**I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.**

**All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:**

| <u>Contribution Date</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> | <u>Description</u> |
|--------------------------|----------------------------|------------------|--------------|--------------------|
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |

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

\_\_\_\_\_  
**Printed Contractor Name**

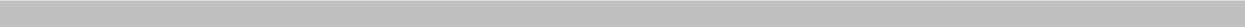
\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

**Subscribed and acknowledged before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

\_\_\_\_\_ **My Commission Expires**





## PROPOSAL FORM

**RFP NUMBER:** 24-AUTH-002

**CONTRACT FOR:** Insurance Consulting And Broker Services

**PROPOSALS SUBMITTED TO:** MIRA Dissolution Authority  
300 Maxim Road  
Hartford, Connecticut 06114

### 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 undersigned (the "Proposer") accepts and agrees to all terms and conditions of the Request For Proposals, Instructions To Proposers, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for ninety (90) days after the proposal due date.

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

- negotiate the contract in good faith (The Authority reserves the right to limit any negotiations to exceptions included in Proposer's proposal [as specified in Section I.E.5 of the RFP]);
- provide in a timely manner clarifications or additional information requested by The Authority during negotiations;
- attend meetings with The Authority 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 Respondent recognizes that The Authority has no liability to any party until a contract is approved by its Board of Directors and executed by its President & CFO, and then only to the extent provided for in such contract.

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

- (a) Execute and deliver to The Authority two counterparts of the final Agreement, reflecting any agreed Exception, including:
  - i. Review the representations and certifications in Section 8 of the Agreement, and initial where applicable in Section 8.1 and 8.4;
  - ii. If applicable, execute and deliver to the Authority the Consulting Agreement Representation (Exhibit F of the Agreement);
  - iii. Execute and deliver to the Authority the Campaign Contribution Certification [OPM Form 1](Exhibit G of the Agreement).
- (b) Deliver to The Authority the requisite certificates of insurance;
- (c) Deliver to The Authority an up to date W-9 Request for Taxpayer Identification Number and Certification; and
- (d) Satisfy all other conditions of the Notice of Award.

### **3. PROPOSER'S OBLIGATIONS**

Proposer proposes and agrees, if this Proposal is accepted by The Authority and The Authority issues a Notice Of Award to Proposer, to the following:

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

### **4. PROPOSER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT**

In submitting this Proposal, Proposer acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFP Package Documents, are non-negotiable except for any Exceptions proposed by the Proposer, negotiated by the parties and accepted by The Authority, and Proposer is willing to and shall, if The Authority accepts its Proposal for the Services and issues a Notice Of Award to Proposer, execute such Agreement. The Authority further reserves the right to negotiate with Proposer regarding the Fixed Fee Services in Section 1 of Exhibit A (Section

4A of the RFP Package Documents), and regarding the Proposer’s rates for the Services submitted on its Proposal Price And Payment Rate Schedule Form. Further, The Authority reserves the right to negotiate, modify, and/or waive at its sole and absolute discretion any of the required insurance specified in Article 6 of the Agreement (e.g. waiving the requirement to provide evidence of Automobile Liability for owned autos if a firm does not own any autos) or any provisions of the Agreement which will impact Proposer’s ability to obtain insurance.

**5. PROPOSER’S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this Proposal, Proposer represents that:

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

| Addendum Number | Date Issued |
|-----------------|-------------|
|                 |             |
|                 |             |
|                 |             |
|                 |             |

- (b) Without exception the Proposal is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) 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;
- (d) Proposer has studied and carefully correlated Proposer’s knowledge and observations with the Contract Documents and such other related data;
- (e) Proposer has given The Authority written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents and the written resolutions thereof by The Authority are acceptable to Proposer;
- (f) If Proposer has failed to promptly notify The Authority of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract

Documents, such failure shall be deemed by both Proposer and The Authority to be a waiver to assert these issues and claims in the future;

- (g) Proposer is aware of the general nature of work to be performed by The Authority and others that relates to the Services for which this Proposal is submitted; and
- (h) 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.

## **6. 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 The Authority arising from or by reason of any variance which may exist between information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Services.

## **7. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

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

## **8. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Proposal, Proposer:

- (a) Recognizes and agrees that The Authority 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 Proposer's Proposal is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Proposer or any of its successors and/or assigns has or may have against The Authority or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

## 9. 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 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 "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 Services over any other Proposer for the Services or over The Authority.

## 10. 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 termination of the Agreement, if awarded, all of the forms included in the RFP Package Documents that are submitted to The Authority as part of its Proposal are identical in form and content to the preprinted forms in the RFP Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

## 11. 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:

- (a) Any action or inaction on the part of The Authority 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 The Authority or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Services (or any part thereof) described in the Contract Documents; and/or

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

## **12. ACKNOWLEDGEMENTS REGARDING AGREEMENT PROVISIONS**

In submitting this RFP Proposer is noticed and acknowledges that any agreement resulting from this RFP shall contain the following provisions and Respondent is prepared to sign an agreement with such provisions:

- (a) Affirmation regarding Nondiscrimination as Specified in Section II.A. of the RFP;
- (b) Connecticut Campaign Contribution and Solicitation Limitations as specified in Section II.B. of the RFP;
- (c) Contractor's Representation regarding Consulting Agreements as specified in Section II.C. of the RFP;
- (d) Contractor's Certification Concerning Gifts as specified in Section II.D. of the RFP;
- (e) MIRA President's Representation Concerning Gifts as specified in Section II.E of the RFP; and
- (f) Contractor's Representation Regarding Iran Energy Investment as specified in Section II.F. of the RFP

## **13. ATTACHMENTS**

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

- (a) The Proposer's Cover Letter as specified in Section 1E2 of the RFP
- (b) The Proposer's Background and Experience Narrative as specified in Section 1E4 of the RFP
- (c) The Proposer's Insurance Exceptions, if any, as specified in Section 1E5 of the RFP
- (d) The completed Proposal Price And Payment Rate Schedule Form (RFP Attachment 3)
- (e) The completed Background Questionnaire that has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court (RFP Attachment 4);
- (f) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (RFP Attachment 5);
- (g) A copy of the Proposer's up-to-date certificate of insurance showing all coverages required by Article 6 of the Agreement, accompanied by a Completed Insurance Exception Form if there are any of those coverages to which the Proposer is requesting an exception; and
- (h) A brief resume (i.e., no more than two pages) for each individual listed in the Proposer's Background and Experience Narrative and/or the Proposer's Payment And Rate Schedule Form.

**14. PROPOSER INFORMATION AND NOTICES**

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

|  |  |   |
|--|--|---|
| Proposer Entity/Firm Name:   |  |   |
| Federal Employer ID Number (FEIN):   |  |   |
| Central Office/<br>Headquarters<br>Address:  | Address 1:   |   |
|  | Address 2:   |   |
|  | City, State, Zip Code:   |   |
| Servicing Office<br>Address (if<br>different than<br>Central Office/<br>Headquarters): | Address 1:   |   |
|  | Address 2:   |   |
|  | City, State, Zip Code:   |   |
| Name of Parent Company (if any):   |  |   |
| Entity's Legal Structure:  | <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other | <input type="checkbox"/> Joint Venture <input type="checkbox"/> Public Entity |
| State in Which Entity is Legally Organized:  |  |   |
| Proposer Contact:  |  |   |
| Title:   |  |   |
| Telephone Number:  |  |   |
| Fax Number:  |  |   |
| E-Mail Address:  |  |   |

**15. ADDITIONAL REPRESENTATION**

Proposer hereby represents that the undersigned is duly authorized to submit this Proposal on behalf of Proposer, and to commit the Proposer to all representations and acknowledgements specified herein.

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 20\_\_

|                                       |  |
|---------------------------------------|--|
| Name of Proposer (Firm):              |  |
| Signature of Proposer Representative: |  |
| Name (Typed/Printed):                 |  |
| Title (Typed/Printed):                |  |



|  |
|--|
| <b>PROPOSAL PRICE AND PAYMENT<br/>RATE SCHEDULE FORM</b> |
|--|

|                   |   |
|-------------------|---|
| Name of Proposer: |   |
| Name of RFP       | <b>Insurance Consulting And Broker Services</b> |

Each Proposer must submit the information requested on the forms on this and the following pages.

The Authority expects to execute a fixed fee contract for the Services outlined in Section 1 of the Scope Of Services (**Exhibit A** of the Agreement). The Authority anticipates that, in addition to the Services specified in Section 1 of **Exhibit A** of the Agreement, it may require the Additional Services specified in Section 2 of **Exhibit A** of the Agreement. If The Authority, at its sole and absolute discretion, determines that it does require the Additional Services specified in Section 2 of **Exhibit A** of the Agreement, it will issue a Request For Additional Services in the form specified in **Exhibit B** of the Agreement for such Additional Services.

## 1. Fixed Annual Fee Services

In Table 1 below, indicate the amount proposed as annual compensation to perform, furnish and complete each of the three categories of of the Fixed Annual Fee Services specified below. For each category of Fixed Annual Fee Services, Proposer shall not accept any additional compensation for the Services specified therein whether in the form of contingent commissions, management service agreement commissions or any other form of placement commissions given to the Proposer directly or to a third party by or at Proposer's request.

(a) Category 1: Base Fixed Fee Services,

In Section 1.1 of Table 1 herein this Proposal Price And Payment Rate Schedule Form, indicate the amount proposed as annual compensation to perform those services specified in Section 1.1 of **Exhibit A (RFP Attachment 1A)**.

(b) Category 2: Optional Additional Loss-Control Fixed Fee Services

In Section 1.2 of Table 1 herein this Proposal Price And Payment Rate Schedule Form, indicate the amount proposed as annual compensation to perform those services specified in Section 1.2 of **Exhibit A (RFP Attachment 1A)**, which may or may not be included in Section 1 of Exhibit A in the final Agreement at The Authority's sole discretion in a manner described in Section 1 of the Request For Proposals.

(c) Category 3: Optional Additional Claims-Management Fixed Fee Services

In Section 1.3 of Table 1 herein this Proposal Price And Payment Rate Schedule Form, indicate the amount proposed as annual compensation to perform those services specified in Section 1.3 of **Exhibit A (RFP Attachment 1A)**, which may or may not be included in Section 1 of Exhibit A in the final Agreement at The Authority's sole discretion in a manner described in Section 1 of the Request For Proposals.

**TABLE 1:**

For each category specified below, provide the compensation specified therein (in numbers) for each period as specified.

|   | Period                                    |   |   |
|---|---|---|---|
|   | January 1, 2024 through December 31, 2024 | January 1, 2025 through December 31, 2025 | January 1, 2026 through December 31, 2026 |
| <b>Section 1.1: Proposed Fixed Fee Annual Compensation</b><br>for the Base Fixed Fee Services as specified in Section 1(a) herein.  | \$  | \$  | \$  |
| <b>Section 1.2: Proposed Increase to Fixed Fee Annual Compensation for the Optional Additional Loss-Control Fixed Fee Services</b><br>as specified in Section 1(b) herein.      | \$  | \$  | \$  |
| <b>Section 1.3: Proposed Increase to Fixed Fee Annual Compensation for the Optional Additional Claims-Management Fixed Fee Services</b><br>as specified in Section 1(c) herein. | \$  | \$  | \$  |

Proposer affirms that the total proposal price above represents the entire cost to complete the Services specified in Section 1 of **Exhibit A** of the Agreement in accordance with the Contract Documents, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting this Project, and that each and every such claim is hereby expressly waived by Proposer.

|                                       |  |
|---------------------------------------|--|
| Name of Proposer (Firm):              |  |
| Signature of Proposer Representative: |  |
| Name (Type/Print):                    |  |
| Title:                                |  |
| Date:                                 |  |

## 2. Additional Time & Material Services

Services provided as a result of a Request For Services shall be reimbursed on a time and materials basis. The Authority makes no commitment that the Services specified in Section 2 of **Exhibit A** of the Agreement (Section 4A of the RFP Package Documents) or any other services provided pursuant to a Request For Services will be undertaken. In any event, these services will be separate from those services covered by the annual Fixed Fees.

### 2.1 Personnel Billing Rates

On Page 4 of this Form, Proposer must list the staff level, title and hourly billing rates for each staff level of personnel in its firm who will be assigned to work with The Authority on the Project.

### 2.2 Ancillary Service Rates

On Page 4 of this Form, Proposer must provide the rates at which ancillary services are billed, including, but not limited to:

- Word processing;
- Copying;
- Travel in firm-owned vehicle (per mile);
- Computer time;
- Any other services (excluding phones) for which the bidder routinely bills.





**BACKGROUND QUESTIONNAIRE**

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

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

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

|   |                          |                          |
|---|--------------------------|--------------------------|
| <p>2. Has the Contractor or any of the following ever been the subject of a <b>civil</b> investigation<sup>1</sup>?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</li> </ul> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a <b>criminal</b> investigation?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor.</li> </ul> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>   | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 3B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p>  | <input type="checkbox"/> | <input type="checkbox"/> |

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

|   |                          |                          |
|---|--------------------------|--------------------------|
| <p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a <b>civil</b> investigation<sup>1</sup>?</p> <p>(a) A principal of the Contractor;<br/>                 (b) An owner of the Contractor;<br/>                 (c) An officer of the Contractor;<br/>                 (d) A partner in the Contractor;<br/>                 (e) A director of the Contractor; or<br/>                 (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 and, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation..</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p>(a) A principal of the Contractor;<br/>                 (b) An owner of the Contractor;<br/>                 (c) An officer of the Contractor;<br/>                 (d) A partner in the Contractor;<br/>                 (e) A director of the Contractor; or<br/>                 (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>  | <input type="checkbox"/> | <input type="checkbox"/> |

**CERTIFICATION**

Signature: \_\_\_\_\_

Name (print/type): \_\_\_\_\_

Title: \_\_\_\_\_

State Of: \_\_\_\_\_

County Of: \_\_\_\_\_

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
 Notary Public/Commissioner of the Superior Court



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

Because the MIRA Dissolution Authority 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 the MIRA Dissolution Authority in procuring this information. Many of the questions are required to be asked by RCSA 46a-68j-31. For the purposes of this form, "Contractor" means Bidder, Proposer or Statement of Qualifications Submitter, as appropriate.

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

**LIST OF ACRONYMS**

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

**FOOTNOTES**

- <sup>1</sup> 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.
- <sup>2</sup> 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.