



Dissolution Authority

**REQUEST FOR PROPOSALS**

**For**

**INDEPENDENT AUDITING SERVICES  
[FOR FISCAL YEARS 2024, 2025 AND 2026]**

**(RFP Number 24-AUTH-003)**

MIRA Dissolution Authority  
(formerly Materials Innovation and Recycling Authority)  
300 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 to operate the Authority’s transfer stations until acceptable alternatives become available;
- Identify the immediate environmental needs and knowledge necessary for future redevelopment of the site of the now closed Resource Recovery Facility in the South Meadows section of Hartford;
- Engage representatives of the City of Hartford and other stakeholders, as appropriate, with respect to the future of the South Meadows site; and
- Further wind down Authority’s operations and activities including the marketing and sale of the Authority’s surplus real and personal property.

The Authority assumed control over all of MIRA’s assets, rights, duties and obligations effective July 1, 2023. The Authority will now undertake and complete any contract, right of action or matter previously undertaken or commenced by MIRA. These assets, rights, duties and obligations can be summarized as follows:

- Approximately 80 acres of land and associated facilities, equipment and supplies formerly owned and operated by MIRA and comprising the now closed Resource Recovery Facility and Jet Turbine Facility located in the South Meadows section of Hartford CT;
- Three transfer stations formerly owned by MIRA in Torrington (currently operating), Watertown and Ellington (currently closed);
- A currently operating transfer station leased by MIRA (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, both formerly owned by MIRA;
- Three closed landfills formerly owned by MIRA in Ellington, Shelton, and Waterbury including adjacent areas for plume control and associated facilities totaling approximately 259 acres;
- A one megawatt solar array owned by MIRA and installed on top of the closed Hartford landfill previously leased by MIRA (as Lessee);
- Land formerly owned by MIRA and leased by MIRA (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;
- Consulting, engineering, legal, brokerage and other support service agreements;

The Authority is requesting proposals from qualified firms to:

- a. Conduct the annual independent audit of all of the Authority’s basic financial statements for up to three fiscal years including the fiscal years ending June 30, 2024, June 30, 2025 and June 30, 2026; and
- b. To provide project, division or contract - specific Agreed Upon Procedure reports or reviews ("AUPs") on an as needed basis.

This RFP contemplates that any resulting agreement for the annual-audit services detailed in item a above will be awarded to a single firm. However, the Authority reserves the right to enter into an on-call agreement with other firm(s) for the AUPs specified in item b above.

Any agreement(s) resulting from this RFP will commence April 1, 2024 and continue through March 31, 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, December 13 2024
Deadline for Written Questions	3:00 p.m., Thursday, January 14, 2021
Response to Written Questions	Friday January 22, 2021
Proposals Due at the Authority	<b>3:00 p.m., Wednesday, January 31, 2024</b>
Proposal evaluation including clarifications, interviews and negotiations	Through February 19, 2021. If interviews conducted, the Authority expects them to occur between February 8 and February 11, 2021.
Selection and Notice of Award Issued	Pending approval by the Authority’s Board of Directors (expected to be presented to the Board for approval at the March 2021 Board Meeting).
Expected Agreement Effective Date	<b>April 1, 2024</b>

**C. Notice of Interest**

Potential Proposers should express their interest in this RFP by providing their contact information in writing to the Authority as soon as possible following publication of this RFP. This may be done by writing or e-mailing the Authority'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 on the World Wide Web at <http://www.ctmira.org> on the "Current Solicitations" page, under the "Business Links" section of the website. This page may be accessed directly at <https://www.ctmira.org/business-links/current-bids-rfp-rfq>. The RFP and attachments can be accessed by selecting the link titled: "RFP FOR INDEPENDENT AUDITING 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, 300 Maxim Road, Hartford, Connecticut 06114. Anyone intending to pick up the documents at the Authority's offices must contact Roger Guzowski at (860) 757-7703 at least 24 hours in advance. There is a charge of \$35.00 for anyone picking up the documents at the Authority's office. Payment should be made by check payable to "Materials Innovation and Recycling 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:
  - Describe your firm's experience providing audit services for quasi-public agencies, governmental enterprise funds using the economic resources measurement focus, resource recovery entities or other organizations similar to the Authority in the last five years.
  - For each engagement indicate the scope of service provided in comparison to the services proposed for the Authority, level of complexity and the periods of time involved.
  - Listing of the principal individuals within the firm who will be involved in providing the independent auditing services to the Authority and brief description or curriculum vitae 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. The Completed Affidavit Of Third Party fees attached hereto as Attachment 6, subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
  11. 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 MIRA Dissolution Authority in a sealed envelope that shall be clearly marked “INDEPENDENT AUDITING SERVICES” 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 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 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 Independent Auditing 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.

**K. Affidavit Concerning Consulting Fees**

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

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

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

## II. **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:**

#### A. **Definitions**

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

1. Addenda: Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.
2. Contract Documents:
  - The Agreement;
  - This RFP and all Attachments
  - Addenda;
  - Proposer's Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-proposal documentation submitted prior to the Notice of Award);
  - Notice of Award; and
  - Any written amendments to the Independent Auditing 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 the Authority facilities are located.

#### B. **Binding Effect**

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

#### C. **Authority 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 any of the entities and facilities listed as a reference in any submittal at which Proposer indicated that proposer performed services similar to those 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.

**D. Communications With 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 staff or Members or Directors of the Authority's Board of Director members in an ex parte manner to discuss the RFP submission process. A contractor's RFP submission shall be rejected if any of the foregoing ex parte communications take place.

**E. Addenda And Interpretations**

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), 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 INDEPENDENT AUDITING 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.

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

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

**G. Proposal Preparation and Other Costs**

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

**H. 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.

# INDEPENDENT AUDITING SERVICES AGREEMENT [FOR FISCAL YEAR 2024, 2025 AND 2026 AUDITS]

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This **INDEPENDENT AUDITING SERVICES AGREEMENT [FOR “FISCAL YEAR 2024, 2025, AND 2026 AUDITS”]** (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021 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, CT 06114 (hereinafter the “Authority”) and **[NAME OF AUDITOR]**, having its principal offices at **[ADDRESS OF AUDITOR]** (hereinafter “Auditor”).

## **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 Auditor in order for Auditor to provide certain independent auditing services from time to time in accordance with the Agreement and Appurtenant 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 bid due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), Notice To Firms – Request For Proposals, Instructions To Proposers, Addenda, Auditor’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 bid 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 Auditor's Responsibilities**

Auditor shall be responsible for furnishing all labor, materials, supplies, tools, equipment and incidentals thereto to provide independent auditing services including, but not limited to, the Services described in **Exhibit A** attached hereto (collectively, the "Services") as such Services may be requested from time to time by the Authority on the terms specified in this Agreement.

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

All Services shall be performed and completed by Auditor 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 Auditor;
- (b) The Contract Documents;
- (c) Sound independent auditing practices;
- (d) The highest prevailing industry standards applicable to Auditor and its performance of the Services hereunder;
- (e) All Laws And Regulations; and
- (f) Any Request (as hereinafter defined) pursuant to which such Services are rendered.

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

Auditor shall fully cooperate with the Authority in obtaining any applicable permits necessary to begin and complete the Services.

### **2.3 Direction of Services**

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

### **2.4 The Authority's Inspection Rights**

Auditor's performance of the Services hereunder, as well as Auditor'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, Auditor 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 Auditor's performance of the Services hereunder or any of the work products resulting therefrom, Auditor 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 without any extension of the schedule for the remaining Services.

## **2.5 Specific Services Request For Services**

At its discretion, the Authority may require that prior to undertaking work on a specific task or in connection with the Authority's desire to have Auditor render Services as specified in Section 2 of **Exhibit A**, Auditor and the Authority mutually agree in writing upon a detailed Scope of Services required for such task, together with an estimate of the time, cost, and expenses for such Services. In such cases, the Authority will request performance of such Services by means of a written request in accordance with the format of **Exhibit B** attached hereto and made a part hereof (a "Request"). Accordingly, upon receipt and acceptance of a written Request, Auditor will perform such Services described in such Request in accordance with the terms of this Agreement and such Request.

If, during Auditor's performance of such Services, there is a change in Auditor's estimated time, cost or expenses for such Services, Auditor 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 the Authority. the Authority shall not pay for any Services rendered or expenses incurred by Auditor in excess of those included in such Request unless specifically authorized in advance and in writing by the Authority.

## **2.6 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 provided to the Authority. Therefore, Auditor shall not provide the Authority any lobbying services, or receive, pay, or distribute any finder's fees under this Agreement.

## **2.7 Proprietary Information**

Auditor shall not use, publish, distribute, sell or divulge any information obtained from the Authority by virtue of this Agreement for Auditor'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 Auditor in connection with the performance of the Services hereunder shall be owned solely and exclusively by the Authority and cannot be used by Auditor 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,

Auditor 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.

Auditor 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. Auditor 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 Auditor shall not be restricted in any way with respect thereto. The restrictions and agreements set forth in this Section 2.7 shall not apply to any information:

- (a) Which at the time disclosed to or obtained by Auditor is in the public domain;
- (b) Which becomes part of the public domain through no act, omission or fault of Auditor;
- (c) Which Auditor's records demonstrate was developed independently by Auditor or was received by Auditor from a third party which Auditor had no reason to believe had any confidentiality or fiduciary obligation to the Authority with respect to such information; or
- (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, Auditor 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, Auditor shall disclose only such Confidential Information that Auditor is advised by its counsel must be disclosed by law.

## **2.8 Books and Records**

Auditor shall maintain proper books and records containing complete and correct information on all Services performed by Auditor 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 Auditor's business hours.

## **2.9 Status of Auditor**

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

create any obligation or responsibility for or on behalf of the Authority in any manner whatsoever.

## **2.10 Auditor's Employees**

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

## **2.11 Restriction On Other Agreements**

This Agreement shall not be construed to restrict either the Authority or Auditor from entering into other consulting agreements similar to this one with other parties provided however the employees of Auditor providing services hereunder shall not render services to another which would either be in conflict with the interests of the Authority or prevent Auditor from performing hereunder.

# **3. COMPENSATION AND PAYMENT**

## **3.1 Compensation Schedule**

### **3.1.1 Fixed Fee Services**

Auditor shall be paid by the Authority for the annual auditing 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 Services"). Auditor shall not receive any other compensation for the performance of the Services specified in Section 1 of **Exhibit A** of the Agreement.

### **3.1.2 Services Pursuant to a Request For Services**

Auditor shall be paid by the Authority for any services rendered and expenses incurred under Section 2 of **Exhibit A** of this Agreement pursuant to a Request For Services on the basis set forth in Section 2 of **Exhibit C** of this Agreement (the "Services Pursuant To A Request For Services").

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**, Auditor's out-of-pocket expenses shall be reimbursed at cost. Auditor will be deemed to have met the Authority's "receipt" requirements of such document if Auditor provides to the Authority with each billing

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

Auditor 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**

Auditor shall render a bill to the Authority on June 30, August 31 and September 30 of each period for which it is providing Services. Each bill shall be for one third of the Fixed Fee Services amount specified for that period in Exhibit C. Each bill shall contain at least the following information:

- (a) A description of the Services performed by each person by task;
- (b) The project name and number to be charged;
- (c) The purchase order number (to be provided by the Authority);
- (d) The contract number for this Agreement (to be provided by the Authority; and
- (e) The request for services identification number, if appropriate.

For Services performed pursuant to a Request For Services, Auditor shall render a bill as specified in the Request For Services.

Auditor 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**

If the Authority determines, in its sole discretion, that

- (a) The Services for which Auditor is requesting payment have been properly performed and completed in conformance with the Standards,
- (b) Auditor 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 thirty (30) calendar days after its receipt of such bill.

If, however,

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

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

the Authority shall have no obligation under this Agreement to pay for any 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 Auditor any amount due Auditor under this Agreement if Auditor is in default hereunder. If the Authority disputes the amount in any written request for payment submitted by Auditor, the Authority shall have the right to withhold the disputed amount until the dispute is settled. the Authority shall notify Auditor of any disputed amount and the reason(s) for disputing such amount.

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

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

Auditor 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, with the exception of wholesale commissions which are customary in the industry. Auditor warrants that it will disclose to the Authority any wholesale commissions it receives from third parties during and related to Auditor's performance of this Agreement.

### **3.5 Accounting Obligations**

Auditor shall maintain books and accounts of the costs incurred by Auditor in performing the 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 Auditor. Upon reasonable notice from the Authority, Auditor agrees to allow the Authority to audit Auditor's files pertaining to the Authority's Services assigned to Auditor. Any such audit will be conducted on Auditor's premises and Auditor

will be expected to produce any pertinent file information requested including Auditor's time and expense records.

For an audit, Auditor 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. Auditor must retain bills and time slips for each file;
- (c) A list of hourly rates for each individual providing Services.
- (d) A detailed explanation of Auditor'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 Auditor, nor be withheld from payment to Auditor by the Authority. No workers' compensation insurance has been or will be obtained by the Authority on account of the Services to be performed hereunder by Auditor, or any of Auditor's employees or subcontractors. Auditor shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.6 and Auditor 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 Auditor'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 superceded 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, Contractor shall not include in the fees, and Contractor 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 Contractor 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 Services contemplated by this Agreement.

Auditor 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 contemplated by this Agreement, and whether or not there is a mechanism available to Auditor for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this Agreement.

Auditor and the Authority agree that Auditor is and shall act as an independent contractor. Notwithstanding Auditor’s status as an independent contractor, but without limiting Auditor’s obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Services, for the sole purpose of allowing the Authority to benefit from the aforesaid exemption, the Authority shall designate, and Auditor 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 hereunder for the account of the Authority, and with funds provided as reimbursement therefor 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 March 31, 2027.

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

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

### **4.3 Termination**

This Agreement may be terminated by either the Authority or Auditor upon at least thirty (30) days' advance written notice except that Auditor shall have no right to terminate until all ongoing Services or tasks (other than Services and tasks which are continuous) have been completed to the satisfaction of the Authority.

Upon receipt of such written notice from the Authority, Auditor shall immediately cease work on any and all the Authority matters, unless otherwise directed in writing by the Authority.

Upon termination of this Agreement pursuant to this Section 4.3,

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

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

Auditor 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 Auditor's possession within thirty (30) days of receipt of the written notice of termination unless otherwise directed by the Authority.

In the event of termination, Auditor will assist the Authority in arranging a smooth transition process. However, Auditor'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.

### **4.4 Records And Documents**

Auditor shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by the Authority and shall make them available for inspection and audit by the Authority. Auditor's

obligations under this Section 4.4 shall survive the termination or expiration of this Agreement.

## 5. INDEMNIFICATION

### 5.1 Auditor's Indemnity

Auditor 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) Auditor 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 Auditor or any of its directors, officers, employees, agents or sub-contractors. Auditor further undertakes to reimburse the Authority for damages to property of the Authority caused by Auditor 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. Auditor'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, Auditor 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 Auditor 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 Auditor 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. 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**

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

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

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

The Auditor shall be responsible for payment of all deductibles and self-insured retentions on any of the insurance policies required under this Agreement. The Auditor 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 Auditor:
  - a. Commercial General Liability
  - b. Automobile Liability
2. The Auditor 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 Auditor shall 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 Auditor'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

Auditor 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. Auditor shall provide new Certificates of Insurance upon renewal, replacement or addition of any insurance required under this Agreement.

(e) Subcontractors

Auditor 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.

the Authority reserves the right to assign a the Authority Purchase Order and Purchase Order number to this agreement for internal accounting purposes. However, the terms, and conditions of this Agreement supersede the Terms of Purchase of any such Purchase Order

### **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 Bankruptcy**

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Auditor, the inability of the Auditor to meet its debts as they become due, or in the event of the appointment, with or without Auditor's consent, of an assignee for the benefit of creditors or of a receiver, then the Authority shall be entitled, at its sole option, to cancel any unfilled part of this Agreement without any liability whatsoever to the Authority

### **7.5 Intellectual Property**

Auditor warrants that it has a full, unconditional, and irrevocable right and title to sell, transfer, deliver or perform the goods or services, or to practice the methods, which are the subject of this Agreement. To the extent that such goods, services, methods or other deliverables are or may be protected by or subject to any laws, regulations, statutes, codes, or other provisions relating to any intellectual property or related rights (including

but not limited to patents, trademarks, trade dress, trade secrets, logos, brand names, copyrights and other intellectual property rights) (hereinafter the "Intellectual Property"), Auditor further warrants that it is either (i) the sole and exclusive owner of and has the exclusive right to use (free and clear of any obligation to pay royalties or any similar obligation and free and clear of all mortgages, liens or other encumbrances) the Intellectual Property; or (ii) it has valid and effective licenses permitting it to make, use, sell, transfer, practice, or otherwise use, the Intellectual Property. Auditor further warrants that it has the right to grant any licenses or sublicenses necessary for it or the Authority to perform under this Agreement and/or the Authority to receive, purchase or use the goods, services or deliverables which are the subject of this Agreement. There is no claim or demand of any person or entity pertaining to, and there is no pending or threatened action, suit, proceeding or investigation relating to, or the outcome of which could affect, the rights of the Auditor or the Authority with respect to the Intellectual Property. Without limiting any right of the Authority contained in Section 5.1 (Auditor's Indemnity) Auditor shall hold harmless and indemnify the Authority (including for all attorney's fees and costs) in the event that Auditor breaches any of the warranties set forth in this Section 7.6, or if in any other respect, any claims (including but not limited to claims for infringement) are asserted by any third-party with respect to Intellectual Property or other rights with respect to the goods, services, methods or other deliverables which are the subject of this Agreement.

## **7.6 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 Auditor 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.

## **7.7 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.

## **7.8 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 and CFO

(b) If to Auditor:

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

**7.9 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.

**7.10 Severability**

the Authority and Auditor 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.

**7.11 Counterparts**

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

**7.12 Affidavit Of Third Party Fees**

At the time the Auditor submitted its proposal to the Authority, it simultaneously executed a document entitled Affidavit Of Third Party Fees and said document is attached hereto and made a part of this Agreement as Exhibit G.

**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]

<input type="checkbox"/>	has NOT entered into any consulting agreements in connection with this Agreement.
<input type="checkbox"/>	has entered into consulting agreement(s) in connection with this Agreement, as described in the Consulting Agreement Representation attached hereto as <b>Exhibit E</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 F**.

## **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

AUDITOR

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

## SCOPE OF SERVICES

### 1. ANNUAL AUDITING SERVICES - FIXED ANNUAL FEE SERVICES

#### a. General

The Auditor shall conduct annual independent audits of the Authority's financial statements for the fiscal years ending June 30, 2024, June 30, 2025 and if directed by the Authority or its successor June 30, 2026 commencing from April 1, 2024 through March 31, 2027. the Authority's financial statements include its (i) statement of net position, (ii) statement of revenues, expenses and changes in net position, (iii) statement of cash flows and (iv) notes to the financial statements. The annual independent audits shall be conducted in compliance with the United States General Accountability Office ("GAO") Generally Accepted Government Auditing Standards (the "Yellow Book") for conducting high quality audits of government entities and State of Connecticut requirements that may be in effect during the time period of the engagement. For further information, refer to the [www.gao.gov](http://www.gao.gov) web site. Auditor must be licensed and registered in accordance with requirements of the State of Connecticut.

#### b. Reports to Be Issued by the Auditor

Following the completion of the audit of each fiscal year's financial statements, the Auditor shall issue the following reports:

- i. An annual financial report including the independent auditors report, management's discussion and analysis (prepared by the Authority and reviewed by the Auditor), the audited financial statements referred to above, supplementary information reflecting the segmentation of audited financial statements among the Authority projects and divisions (prepared by the Authority and reviewed by the Auditor) and the report on internal control over financial reporting, compliance and other matters. The audit shall be conducted in accordance with auditing standards generally accepted in the U.S. and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller of the United States, resulting in the expression of an opinion that the financial statements present fairly, in all material respects, the Authority's financial position as of the end of each fiscal period, and the changes in the Authority's financial position and cash flows for each fiscal period, in accordance with U.S. generally accepted accounting principles;
- ii. A letter to the the Authority Board of Directors disclosing any reportable condition found during the audit or absence thereof. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's

ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements;

- iii. Reports that may be required by the Federal Government A-133 and/ or the State of Connecticut State Single Audit as amended from time to time.

**c. Reports to Be Reviewed by the Auditor**

The Auditor shall review and comment on drafts of the following reports:

- i. Review of and comment on the Authority's annual Management's Discussion and Analysis (MD&A) which is prepared by the Authority as part of its annual financial report. The Auditor is not required to audit the MD&A.
- ii. the Authority prepares a Annual Comprehensive Financial Report (ACFR) for submission to the Government Finance Officers Association (GFOA) for consideration for a Certificate of Achievement for Excellence in Financial Reporting. The ACFR is submitted to GFOA by December 31<sup>st</sup> of each year. The ACFR includes the financial statements and the Auditor's report. The Auditor will be required to review the ACFR for FY 2024, FY 2025 and FY 2026 and comment on this report in its entirety. The Auditor is not required to audit the statistical section of the ACFR.

**d. Other services to be provided by the Auditor**

The Auditor shall provide the following services which shall be included in the fixed annual fee:

- i. Assisting the Authority in the implementation of new pronouncements issued by the Governmental Accounting Standards Board.
- ii. Providing guidelines on accounting matters arising during the audit period (for example: net assets, settlements, deferred costs, project related matters, and comments and suggestions from the Government Finance Officers Association for improvement on the Authority's ACFR, etc. up to a maximum of 20 hours per audit period.
- iii. Examining IT system to ensure adequate control in-place.
- iv. Consultation to the President & CFO and the Comptroller of accounting related matters up to a maximum of 20 hours per audit period.
- v. Annual spare parts inventory observation if requested by President & CFO or the Comptroller.
- vi. Meeting with the Authority's Finance Committee and Board of Directors in September and October, of each year during the term.

## 2. ADDITIONAL WORK PROVIDED AS NEEDED PURSUANT TO A REQUEST FOR 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 Services ("RFS") (see **Exhibit B**). These services will be separate from the services covered by the Fixed Annual Fee and will require additions to compensation as detailed in Section 2 of **Exhibit C** herein. the Authority does not guarantee any quantity of RFS work under this Agreement.

- a. The Auditor may perform necessary agreed upon procedures, reviews and / or prepare financial and compliance reports related to existing or future the Authority Bond Issues.
- b. the Authority may prepare one or more official statements in connection with future Bond Issues which may contain the Annual Financial Report, Independent Auditor's Report or extracts from them. The Auditor shall be required, if requested by the the Authority, to issue a "consent and citation of expertise" as the Auditor and any necessary "comfort letters.
- c. The Auditor may perform necessary agreed upon procedures, reviews and / or prepare financial, compliance or close out reports related to the financial and accounting operations of specific the Authority projects, divisions and contracts including, but not limited to:
  - Mid Connecticut Project
  - Connecticut Solid Waste System
  - Property Division
  - Landfill Division
  - Operating Contracts (Waste to Energy, Transfer Station, Recycling)



**REQUEST FOR  
ADDITIONAL SERVICES**

[DATE]

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

**Re: Independent Auditing 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 “the Independent Auditing Services Agreement For Fiscal Years 2024, 2025 and 2026, dated \_\_\_\_\_, 2024 between MIRA Dissolution Authority (“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  
Independent Auditing Services Agreement for Fiscal Years  
2024, 2025 and 2026 Audits  
dated \_\_\_\_\_, 2024.

[CONSULTANT NAME]

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

STANDARD FORMAT

## **COMPENSATION SCHEDULE**

[The successful Proposer's Proposal Price And Payment Rate Schedule Form (that was submitted with the successful Proposer's Proposal) 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

**EXHIBIT E:**  
**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.

_____ Consultant's Name and Title	_____ Name of Firm (if applicable)	
_____ Start Date	_____ End Date	_____ 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**



## **EXHIBIT G: THIRD PARTY FEES**

[The successful Proposer's Affidavit of Third Party Fees (that was submitted with the successful Proposer's Proposal) will be added by the Authority.]



## PROPOSAL FORM

**RFP NUMBER:** 24-AUTH-003

**CONTRACT FOR:** Independent Auditing Services Agreement

**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, 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. However, the Authority 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. PROPOSER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

Acknowledgement of this notice is signed by the Proposer and submitted as part of this Proposal as RFP Attachment 9.

## **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 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) The completed Affidavit Of Third Party Fees that has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court (RFP Attachment 6);
- (h) 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
- (i) 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. 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/ Headquarters Address:	Address 1:		
	Address 2:		
	City, State, Zip Code:		
Servicing Office Address (if different than Central Office/ 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.

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

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



**PROPOSAL PRICE AND PAYMENT RATE SCHEDULE FORM**

Name of Proposer:	
Name of RFP	<b>Independent Auditing Services</b>

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

The Authority expects to execute fixed annual fee contracts 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 the Scope Of Services (**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 Services in the form specified in **Exhibit B** of the Agreement for such Services.

**1. Fixed Annual Fee Services**

In the form below, indicate the amount proposed as annual compensation to perform and complete all of the Services specified in Section 1 of **Exhibit A** of the Agreement.

<b>Period</b>	<b>Proposed Fixed Fee Compensation</b>
Fiscal Year 2024 Audit (April 1, 2024 through March 31, 2025)	\$
Fiscal Year 2025 Audit (April 1, 2025 through March 31, 2026)	\$
Fiscal Year 2026 Audit (April 1, 2026 through March 31, 2027)	\$

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

## 2. Additional Work Governed By Requests For 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 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 3 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:

- Travel in firm-owned vehicle (per mile);
- Any other services (excluding telephones) 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 MIRA Dissolution 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;                  (b) An owner of the Contractor;                  (c) An officer of the Contractor;                  (d) A partner in the Contractor;                  (e) A director of the Contractor; or                  (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 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;                  (b) An owner of the Contractor;                  (c) An officer of the Contractor;                  (d) A partner in the Contractor;                  (e) A director of the Contractor; or                  (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

**CERTIFICATION**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
 Commission Expiration Date



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

Because the 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 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? <i>If you answered "Yes" to Question 1, skip to Question 2.</i> <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? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3.</i> <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? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4.</i> <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> <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5.</i> <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? <i>If you answered "Yes" to Question 9, proceed to Question 9A.</i> <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.



**AFFIDAVIT OF THIRD PARTY FEES  
(Form A2)**

This Affidavit must be completed and properly executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the MIRA Dissolution Authority (such individual or business entity hereinafter referred to in this form as the "Contractor"). The purpose of this Affidavit is to ascertain if the Contractor has made or promised any payment to a third party attributable to this Agreement. If no such payment has been made or promised, Contractor should write "None" in the first box in the table and execute this Affidavit. For purposes of the Affidavit, Contractor's subcontractors, if any, are not considered third parties.

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. The Contractor seeks to enter into the "INDEPENDENT AUDITING SERVICES AGREEMENT" (the "Agreement") with the Materials Innovation and Recycling Authority; and
3. All third party fees and agreements to pay third party fees attributable to the Agreement are as follows:

Name Of Payee	Dollar Amount Paid Or Value Of Non-Cash Compensation <u>AND</u> Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee <sup>1</sup>

*(Attach additional copies of this page as necessary.)*

**NOTE:** For each third party fee arrangement described above (if any), complete the attached Form A2a.

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_  
 Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
 Commission Expiration Date

<sup>1</sup> Please attach documents evidencing the terms of the fee arrangement and services.



**ADDENDUM TO  
AFFIDAVIT OF THIRD PARTY FEES  
(Form A2a)**

For each third party fee arrangement disclosed in the attached Affidavit, please explain whether and how each such payment falls within one or more of the following categories of compensation:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
- (5) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

***Attach additional pages as necessary.***