

REQUEST FOR PROPOSALS
To Conduct
THE SOUTH MEADOWS REDEVELOPMENT
CONSIDERATIONS STUDY

**(SITE OF THE SHUTTERED MIRA RESOURCE RECOVERY FACILITY AND
JET TURBINE FACILITY)**

(RFP Number 24-AUTH-004)

MIRA Dissolution Authority
300 Maxim Road
Hartford, Connecticut 06114



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I. Request for Proposals:

A. Background

The MIRA Dissolution Authority (“the Authority”) was created by an act of the State of Connecticut Legislature – Public Act 23-170, effective July 1, 2023. As a result of this legislation, the Authority replaced the existing Materials Innovation and Recycling Authority (MIRA). It assumed MIRA’s statutory duties and responsibilities, control over all of MIRA’s assets, authorities and capabilities, and continues to operate MIRA’s ongoing waste transfer operations until acceptable alternatives become available. Additionally, it has been charged with supplementary duties and responsibilities related to MIRA’s dissolution.

The Authority is the owner of an approximate 80 acre site encompassing the now shuttered MIRA Resource Recovery Facility and Jet Turbine Facility located in the South Meadows section of Hartford, CT and more specifically identified as 300 Maxim Road and 100 Reserve Road in Hartford (the “South Meadows Site” or “Site”). A general layout of the South Meadows Site is provided in Attachment A.

The MIRA Resource Recovery Facility was shut down for numerous reasons including its age, serviceability and reliability. The Resource Recovery Facility stopped receiving, processing and combusting waste in July 2022. Since then, the facility has been broom cleaned, equipment oils, fuels and lubricants have been properly removed, explosive blast cleaning of the boilers has been performed and bag house filter bags have been removed. The Jet Turbine Facility (also located at the Site) was then shut down effective May 31, 2023. The Authority’s corporate offices are presently located at the Site.

The Authority’s charge includes the responsibility to wind down MIRA’s operations and activities in an orderly manner. A key component of this charge involves studying the South Meadows Site with an eye to future redevelopment and use. An additional facet of the Authority’s charge and duties includes the marketing and sale of its surplus property and facilities. Upon conclusion of this dissolution process (currently anticipated as early as July 1, 2025, but not later than July 1, 2026) any remaining rights, real or personal property of the Authority will pass to and vest in the State of Connecticut - including, but not limited to, the South Meadows Site. Additional information on the Authority’s creation and the MIRA dissolution process can be found at <https://www.ctmira.org/>.

Accordingly, the Authority seeks proposals from lead consultant and environmental engineers, including sub consultants if any are required, to conduct a study that will result in a report (known herein as the “Report of the South Meadows Redevelopment Considerations Study”). The purpose of the Report is to identify the immediate environmental needs and knowledge necessary for potential future redevelopment of the South Meadows Site.

B. Scope of Work for the Study

The successful Lead Proposer and their team of Sub Consultants (“Proposer”) shall be expected to undertake all work necessary to answer the Authority’s charge to identify both the immediate environmental needs and information necessary for potential future redevelopment of the South Meadows Site. The Authority recognizes that the scope of such environmental needs and other necessary information may vary dependent on the nature of the redevelopment to occur. Accordingly, key components of the ***Report of the South Meadows Redevelopment Considerations Study*** are the documentation of existing environmental conditions, conceptual site considerations and the immediate environmental needs and knowledge associated with potential future use of the South Meadows Site for:

- Industrial / Commercial Activities as defined in the Connecticut Department of Energy and Environmental Protection (CT DEEP) Remediation Standard Regulations;
- Residential Activities as defined in the CT DEEP Remediation Standard Regulations;
- Currently-Permitted Activities; and
- A combination of such activities on separate partitions of the Site.

Collectively, these items are referred to as “Potential Future Uses”

1 - Existing Environmental Conditions

The selected Proposer shall review and compile existing background environmental information and analyses concerning the Site as described below:

The South Meadows Site is an “Establishment” under Connecticut’s “Transfer Act” stemming from its original development and operation as a coal fired electric plant in the 1920s. It was converted to petroleum fuels by the 1940s and then to its Resource Recovery operation in the early 1980s. In 2001, the site was purchased by the then “Connecticut Resources Recovery Authority” triggering the requirement to investigate and remediate prior environmental contamination. There were 44 “areas of concern” identified through thousands of soil samples taken, and the Site went through 12 years of active remediation work including removal of 60,000 tons of impacted soil, pumping and treatment of ground water, installation of engineered controls, imposition of deed restrictions and environmental land use restrictions.

A Verification Report (indicating that the required remediation of the Site was complete) was initially submitted to CT DEEP on June 26, 2018. However, additional contaminants were discovered in January 2019 causing rejection of the Verification Report, and requiring additional remediation. This necessary additional remediation activity is presently underway. The work is expected to be completed in early 2024 at which time the Verification Report will be updated and resubmitted. An extensive volume of information is publicly available as a result of these efforts including but not limited to the environmental site assessments, remediation activities and reports, Environmental Land Use Restrictions (ELURs) and Verification Report (listed on Attachment B).

In addition to the steps already taken to shut down the Resource Recovery Facility, a formal “Closure Plan” is required by regulation to be submitted to CT DEEP for its approval prior to implementation. MIRA submitted its formal Closure Plan to CT DEEP in May 2022. The major

elements of this work primarily involves additional removal of commercial chemical products, draining and sealing of tanks and vessels, more extensive cleaning of equipment and building surfaces and storm water drainage systems, sealing floor drains, cleaning the coal pond, cleaning and dismantling the duct work that joins the waste processing and power block components of the facility, sealing the cooling and service water intakes and discharges and removing lamps, batteries and smoke detectors. The cost to perform this work is estimated and funded at \$3.3 million.

Comments on the Closure Plan were received from the CT DEEP on October 14, 2022, which MIRA responded to on January 5, 2023. As part of its reply, MIRA agreed to additional work involving non accessible storm drain and floor drain systems, removal of coal, removal of caulking containing PCBs from the former NU Admin Building, coordination with the US Army Corps of Engineers, Greater Hartford Flood Commission, City of Hartford and CT DEEP, and oversight by an independent engineer. Approval of the revised Closure Plan is pending. Copies of the Closure Plan and subsequent correspondences are included as Attachment C.

The Authority engaged TRC Environmental Corporation over an extended period as the Certifying Party for the Site remediation under Connecticut's Transfer Act (TRC executed a Form III for the Site under Connecticut's Transfer Act as the Certifying Party). TRC's role excludes the redevelopment of the Site and is limited to pre-existing (prior to December 2000) environmental conditions and other exclusions, and remediation to commercial/industrial standards based on the then-current site use and configuration of structures. The remediation that has been performed to date includes a number of environmental use restrictions (EURs) which will be included in the review of Existing Environmental Conditions. The Authority separately engaged TRC for the purpose of preparing the Closure Plan for the now shuttered MIRA Resource Recovery Facility. Additionally, the Authority continues to retain TRC under an "On Call" contract and will make copies of its publicly-available work products readily available to the successful Proposer. Some documents are available in hard-copy form only, while others are available in electronic (PDF) form. TRC is not prohibited from proposing as a Proposer or Sub Consultant under this RFP. During the term of the RFP process, Proposers are otherwise prohibited from contacting TRC with any questions regarding this RFP or Site environmental conditions. Proposers should refer to Attachment B for publicly available environmental information.

For this initial task, the selected Proposer shall review and compile existing information and analyses available through the Verification Report, Closure Plan and other sources as necessary in order to document environmental remediation work completed and planned and how such work impacts upon the immediate environmental needs and knowledge necessary for future redevelopment of Potential Future Uses. The selected Proposer will further assess the impact of an unapproved Verification Report and / or unapproved Closure Plan upon the South Meadows Redevelopment Considerations Study (if applicable).

2 - Conceptual Site Considerations

The selected Proposer shall be expected to review and document existing conditions on the Site that may also impact Potential Future Uses and assist in defining portions of the Site suitable for such uses, details of which shall be discussed in the Study. The scope of this portion of the undertaking is expected to include:

- A review and documentation of existing Site infrastructure including Site boundaries, buildings, utilities and other structures historically supporting the Site’s energy generation and waste management uses.
- A survey of all buildings for “Hazardous Building Materials” (HBMs – including but not limited to asbestos, lead-based paint, PCBs) in accordance with all applicable Federal, State and Local rules, regulations, and guidance, which shall include:
 - An inspection of all buildings to inventory potential HBMs (types, locations, estimated quantities)
 - A sampling of potential HBMs to confirm status
 - An estimate of the costs to abate all HBMs for building renovation or demolition
 - An estimate of the costs to demolish all buildings following HBM abatement
- A review and documentation of the roles and responsibilities of the Army Corps of Engineers, Greater Hartford Flood Commission and Property Owner in the ongoing inspection, maintenance and operation of the Site’s Flood Protection System. Such a review shall include: dike penetrations being dealt with in the Closure Plan, other legacy penetrations associated with prior Site uses, and other Site infrastructure encroachments on the Flood Protection System. In this context, the selected Proposer will specifically address the following:
 - A review of a letter dated May 10, 2022, including its associated Appendices A through D, from the Greater Hartford Flood Commission (GHFC) to the Materials Innovation and Recycling Authority RE: Hartford Flood Protection System - Emergency Action Planning.
 - The production of an Operation, Inspection and Maintenance Plan for existing Flood Protection System penetrations and encroachments, outlining obligations of the Property Owner and estimated costs to meet those obligations prior to proper penetration/encroachment abandonment/removal. This Plan shall include but not be limited to a detailed inventory of penetrations/encroachments, including structures attached to, or in close proximity to Flood Protection System including river-side structures, land side structures, and structures above Flood Protection; as well as a detailed plan for inspection and maintenance, and estimated recurring costs to comply with the Plan.
 - Developing an Emergency Preparedness Plan (EPP) for the current and future Property Owner in consultation with the GHFC and the Authority. The EPP shall outline the responsibilities for operation and emergency preparedness planning for the portions of the Site infrastructure that directly impact the Flood Protection System. The EPP shall be provided to the GHFC for incorporation into the GHFC’s Emergency Action Plan.
 - The production of a report on proper abandonment/removal requirements (per GHFC, US Army Corps of Engineers, and CT DEEP Dam Safety) for each penetration/encroachment of the Flood Protection System. This report shall include but may not be limited to: types of permits required and estimated cost of permitting for such work, a description of work required to achieve proper

abandonment/removal of each penetration/encroachment, as well as an estimate of costs to properly abandon/remove each penetration/encroachment.

- Review and documentation of additional Site considerations including:
 - Eversource easements and neighboring infrastructure
 - Flood control system
 - Other easements
 - Zoning
 - Proximity to Brainard Airport
 - Proximity to the Connecticut River
 - Wetlands and Site drainage considerations
 - The potential for mixed uses on various portions of the Site

3 - Potential Future Uses

The selected Proposer shall document and present the Existing Environmental Conditions and Conceptual Site Considerations, including the requirements posed by each, to the Authority's South Meadows Transition Committee. Such Potential Future Uses are to be defined in narrative form only to the level of detail necessary to answer the Authority's charge to identify the immediate environmental needs and knowledge necessary for future redevelopment of the South Meadows Site. **THE AUTHORITY IS NOT SEEKING A RECOMMENDED REDEVELOPMENT OPTION, LAYOUT PLAN OR DRAWING FOR THE SOUTH MEADOWS SITE AS A COMPONENT OF THIS STUDY.**

4 – Environmental Needs and Knowledge Necessary for Potential Future Uses.

The Study shall include an examination and analysis of the following:

- The specific remediation standards to be met for each Potential Future Use.
- Permitting and remediation activities required to prepare the Site for each Potential Future Use shall be fully documented and assessed, including:
 - Description of additional Site investigation and remediation work associated with each Potential Future Use;
 - Federal, state, local and all other applicable permits, approvals, statutes and regulations applicable to the Site investigation and remediation work; and
 - Timelines and cost for all permitting, investigation and remediation activities.
- The examination of additional Site work shall include, but need not be limited to, demolition of structures, and other environmental investigation to evaluate potential data gaps resulting from potential changes in Site use, as further described below:
- For Industrial/Commercial Activities (as are defined in the CT-DEEP's Remediation Standard Regulations to mean any activity related to the commercial production, distribution, manufacture or sale of goods, services, or any other activity which is not a residential

activity) the Study shall address and assess the future disposition of all Site infrastructure including the following.

- Maintaining some or all structures
 - Removing some or all structures
 - Utilizing Environmental Use Restrictions (EURs)
 - Remediation to Release EURs
 - Identifying environmental knowledge data gaps resulting from removing permanent structures and /or engineered controls, including, but not limited to:
 - lack of environmental sampling data beneath structural foundations
 - evaluation of soil that is currently “environmentally-isolated” in comparison to pollutant mobility criteria from the Remediation Standard Regulations
 - Preparing a draft plan with cost estimates to address identified environmental knowledge data gaps
 - Evaluating the advantages or disadvantages of dedicating a portion or portion(s) of the Site to Industrial / Commercial Activities
- For Residential Activities (as are defined in the CT-DEEP’s Remediation Standard Regulations to mean a place intended for people to live, including, but not limited to, a residence, dwelling, house, apartment, condominium, nursing home, or dormitory; a pre-school, primary school, secondary school, day care center, playground, or outdoor recreational area; or a hospital, solely for the purposes of compliance with volatilization criteria) the Study shall address and assess the future disposition of all Site infrastructure including the following.
 - Maintaining some or all structures
 - Removing some or all structures
 - Utilizing Environmental Use Restrictions (EURs)
 - Remediation to Release all EURs
 - Identifying any environmental knowledge data gaps resulting from changing the Site’s use and applicable remediation standards from Industrial/Commercial Activities to Residential Activities, including, but not limited to:
 - degree and extent of pollutant concentrations in soil to meet Residential standards from the Remediation Standard Regulations
 - lack of environmental sampling data beneath structural foundations
 - evaluation of soil that is currently “environmentally-isolated” in comparison to pollutant mobility criteria from the Remediation Standard Regulations
 - Preparing a draft plan with cost estimates to address identified environmental knowledge data gaps
 - Evaluating the advantages or disadvantages of dedicating a portion or portion(s) of the Site to Residential Activities
- Currently-Permitted Use (waste management and/or recycling facility) the Study shall address and assess the future disposition of all Site infrastructure including the following.
 - Maintaining some or all structures

- Removing some or all structures
- Identifying any environmental knowledge data gaps resulting from removing permanent structures and /or engineered controls
- Preparing a draft plan with cost estimates to address identified environmental knowledge data gaps
- Evaluating the advantages or disadvantages of dedicating a portion or portion(s) of the Site to waste management and/or recycling facility development

5. Study Conduct & Deliverables

The selected Proposer shall be expected to perform and manage the work of both the Proposer and any of its proposed Sub Consultants, coordinating between the Authority and various stakeholders including the CT DEEP, the City of Hartford, the Greater Hartford Flood Commission, Eversource, and the Capital Region Development Authority (CRDA). Key project management activities will include:

- Implementing a community outreach strategy to include the conduct of public meetings informing the community on the goals and progress of the study. These meetings shall also allow for public comment with respect to the goals, progress and scope of this Study.
- Maintaining a detailed work plan with specific dates for interim milestones
- Updating the Authority regularly on project progress and completion of interim milestones
- Presenting interim milestone reports to the Authority's South Meadows Transition Committee.
- Presenting final reports and findings to the Authority as well as City and State officials.

In addition to the above, deliverables for this project shall consist of the following reporting requirements:

Milestone Reports:

The selected Proposer shall develop milestone reports for submission to the Authority, and shall provide an in person presentation of each milestone report at the then next regularly-scheduled meeting after that milestone's due date, of the Authority's South Meadows Transition Committee. The selected Proposer shall then consider feedback from the Authority, and utilizing that feedback, finalize each milestone report within 30 days after its initial presentation to the South Meadows Transition Committee.

The anticipated milestone reports include the following:

- A report documenting Existing Environmental Conditions and Conceptual Site Considerations used in further defining Potential Future Uses;
- A report of the "Hazardous Building Materials" (HBMs) survey of all on-site buildings;
- An Operation, Inspection and Maintenance Plan for the existing penetrations of and encroachments by Site infrastructure on the Flood Protection System;

- An Emergency Preparedness Plan (EPP) that outlines the Property Owner's responsibilities for operation and emergency preparedness planning for the portions of the Site infrastructure directly impacting the Flood Protection System;
- A report assessing the requirements for proper removal and/or abandonment of each Flood Protection System penetration and encroachment by Site infrastructure; and
- A report of the Potential Future Uses to be assessed.

The schedule for submission of the milestone reports summarized above shall be based, in part, on the Study Schedule submitted by the selected Proposer in its response to this RFP. The submission of the milestone reports is not required to follow the order listed above, and the selected Proposer may submit multiple milestone reports to the Authority simultaneously.

Final Report of the South Meadows Redevelopment Considerations Study – Preparation and Publication:

The final deliverable under this Scope of Work shall be the Report of the South Meadows Redevelopment Considerations Study, which Report is expected (as delineated in detail above) to document existing environmental conditions, conceptual site considerations, Potential Future Uses, and the immediate environmental needs and knowledge associated with those uses. It is anticipated that the milestone reports shall inform this Report and be included as appendices to the Report.

The selected Proposer shall submit an initial draft of the Report to the Authority, and shall also provide a subsequent in person presentation of the initial draft Report at the then next regularly-scheduled meeting of the Authority's full Board of Directors. The selected Proposer shall then consider feedback from the Authority, and utilizing that feedback, finalize the Report within 30 days after the presentation of the draft Report to the full Board of Directors. This final Report shall be in a format suitable for submission to the State Legislature, other stakeholders, and for posting on the Authority's web-site for public information purposes. The selected Proposer shall provide an in person presentation of this final Report at a meeting of the full Board of Directors.

C. RFP Projected Timeline

The following is the projected timeline for the RFP process:

ITEM	DATE
RFP Documents Available	Thursday, January 18, 2024
Mandatory site tour	Wednesday, February 7, 2024
Deadline for proposers to submit Written Questions	3:00 p.m., Wednesday, February 21, 2024
Authority Response to submitted Questions	Wednesday, February 28, 2024
Proposals Due at The Authority	3:00 p.m., Monday, March 11, 2024
Proposal evaluation including clarifications, interviews and negotiations	Between March 11 and April 16, the Authority may contact Proposer to clarify information in proposal or participate in meeting to discuss their proposal.
Approval by MIRA Dissolution Authority Board of Directors	Expected at meeting of Board of Directors on April 16, 2024

D. Notice of Interest

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
Phone (860) 757-7703
rguzowski@ctmira.org
300 Maxim Road
Hartford, CT 06114**

The required contact information includes Proposer's full legal name and address and the name, title, telephone number and e-mail address of the Proposer's contact person. While not mandatory, the Authority will use potential Proposer's contact information to provide direct

notice of availability, and copies where applicable, of addenda and other information related to this RFP.

E. 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. The RFP and Attachments can be accessed by selecting the link titled: RFP: “TO CONDUCT THE SOUTH MEADOWS REDEVELOPMENT CONSIDERATIONS STUDY”.

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 web site 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 \$30.00 for anyone picking up the documents at the Authority’s office. Payment should be made by check payable to “MIRA Dissolution Authority.”

F. Mandatory Site Tour

The Authority has scheduled two tours of the South Meadows site for February 7, 2024 (one beginning at 8:00AM and another beginning at 12:00 Noon). The Authority believes attendance at a Site tour is essential to the development of complete and accurate Proposals. The Authority has therefore reserved the right to reject Proposals from Proposers who were not represented at a Site tour. Authority representatives will anecdotally describe aspects of the Site during tour and will formally follow up with answers to written questions submitted by the deadline indicated in the RFP Projected Timeline. Additional information concerning the Site tour will be provided to all Proposers expressing interest in this RFP approximately forty-eight hours prior to the tour by Addenda issued pursuant to Section III.E of this RFP.

The Authority reserves the right to schedule additional times for a Site tour prior to the deadline for written questions at its discretion if the Authority considers such additional tours to be in its best interests. Such additional Site tours may include, but are not limited to, further entry into Site buildings for purposes of better quantifying the survey of all buildings for Hazardous Building Materials.

G. 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 Lead Proposer, all proposed Sub Consultants and the date the proposal is submitted;

2. Cover letter, signed by a person authorized to execute the Proposal and Agreement on behalf of the Lead Proposer, which includes the following:
 - The name of the Lead Proposer;
 - The legal structure of the Lead Proposer (e.g., corporation, joint venture, etc.);
 - Summary nature of the proposal specifically identifying the Lead Proposer and all proposed Sub Consultants;
 - Summary of Lead Proposer, Sub Consultant and key staff background and experience in identifying environmental requirements for Potential Future Uses as contemplated herein as well as undertaking all associated alternatives analysis and study conduct activities;
 - Summarize key aspects of the proposal including Project Approach, Study Schedule and Financial Proposal
 - A clear statement indicating that the proposal constitutes a firm and binding offer by the Lead Proposer to the Authority considering the terms and conditions outlined in the RFP;
 - The Lead Proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises;
 - The cover letter should not exceed three pages.
3. Table of Contents for the proposal;
4. Background and Experience Narrative including the following:
 - General description of the Lead Proposer and all Sub Consultants including the number of years in the business of, and examples of, identifying the environmental needs and knowledge required for a redevelopment of the nature described herein, including assessing existing environmental conditions, conceptual site considerations, formulating Potential Future Use alternatives and managing the conduct of such a study as described in its proposal and specifically including:
 - Proposer's and parent company (if any) legal name, state and year in which organized, and structure (corporation, partnership, joint venture, other);
 - Central / headquarters office address;
 - Address of local office serving the Authority;
 - Summary of additional office locations (if any);
 - Number of employees of Proposer and parent company (if any).
 - Include written confirmation of participation in the proposal and project from all proposed Sub Consultants.
 - For up to five projects similar to its proposal, identify the following:

- Project identification including study name, location and project owner and/or governing body;
 - Description of project site including size, infrastructure, historical uses and relevance to the South Meadows Site;
 - Nature of the services provided and relevance to the South Meadows Redevelopment Considerations Study;
 - Participation in the project by the Lead Proposer and/or Sub Consultants as applicable;
 - Summary type of contract (hourly, lump sum etc.) and length of term;
 - Summary project costs including original estimate, final actual cost and narrative of major variances; and
 - Reference name, title, address, e-mail and phone contact information.
- Identify and provide resumes and professional licensing of key personnel to be assigned to this project including that of the Lead Proposer and all Sub Consultants. Applicable professional licenses issued by the State of Connecticut include Licensed Environmental Professional (LEP); Professional Engineer (PE); Asbestos Inspector; Asbestos Management Planner; Asbestos Project Designer; Lead Inspector; Lead Inspector-Risk Assessor; and Lead Planner-Project Designer.

5. Project Approach

Clearly identify the role of the Lead Proposer and each proposed Sub Consultant in the conduct of the South Meadows Redevelopment Considerations Study. Further specify the approach to completing each study task in a timely and efficient manner while garnering stakeholder support of the Study process and work products. Identify any proposed deviations from the scope of work envisioned herein including the rationale for any deviation and how such deviation benefits the Authority's objectives in conducting the South Meadows Redevelopment Considerations Study

6. Study Schedule

Develop a Study Schedule depicting all key milestones and their associated reports within the conduct of each study task including the Existing Environmental Conditions, Conceptual Site Considerations, Potential Future Uses and Environmental Needs and Knowledge Necessary for Each Potential Future Use. The Authority considers the Hazardous Buildings Materials Survey as a key deliverable and desires that it be conducted and completed as early in the study process as possible. Proposers should further state the underlying rationale for the schedule proposed. As noted in Section I (A) of this RFP, the MIRA dissolution process is currently anticipated to conclude as early as July 1, 2025 but not later

than July 1, 2026. Accordingly, the Authority views completion and consideration of the Study during the State of Connecticut's 2025 legislative session as advantageous provided that such a target for completion in no way compromises the Study effort. The 2025 legislative session begins January 8, 2025, the Report could practically be considered through March 2025 and the session concludes June 4, 2025.

7. Financial Proposal

Provide all information necessary for the Authority to reach informed conclusions on the total cost to undertake the South Meadows Redevelopment Considerations Study as contemplated in this RFP including, but not limited to, the following:

- Proposed hourly billing rates for the Lead Proposer and each proposed Sub Consultant broken down into professional and staff level position classifications to be assigned to the Study.
- Proposed estimated hours necessary to complete the Existing Environmental Conditions, Conceptual Site Considerations, Potential Future Uses, Environmental Needs and Knowledge Necessary for Each Potential Future Use and Study Conduct.
- Total proposed cost of each task in the Scope of Work.
- A separately stated fixed fee for the Hazardous Buildings Materials survey component of the Conceptual Site Considerations including the hours and billing rates noted above together with estimated and proposed quantities of sampling, testing and analytical services, associated unit pricing and total costs.
- It is anticipated that the Agreement resulting from this RFP will incorporate hourly billing rates and monthly invoicing by task subject to a "not to exceed" value for completion of each task with the exception of the Hazardous Buildings Materials (HBM) survey. A fixed fee for the HBM survey subject to adjustment based on agreed actual quantities of sampling, testing and analytical services is anticipated.
- Modifications to the Financial Proposal that would result from the Authority's acceptance of any deviations from the scope of work that may have been specified in the Proposer's Project Approach.

8. Business Exceptions

Identify any exceptions, additions or deletions to the provisions of the proposed Agreement included as Attachment D. In each instance, identify the applicable agreement section, schedule or attachment 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.

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

10. The completed Background Questionnaire attached hereto as Attachment F for Proposer and each proposed Sub Consultant (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
11. The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety attached hereto as Attachment G with the proposer's most recent EEO-1 data attached if the proposer wishes such data to be considered in the evaluation of its proposal;
12. A copy of the Proposer's and each proposed Sub Consultant's up-to-date certificate of insurance showing all current insurance coverage.

Proposers should not include copies of text from this RFP in their proposals. Proposers should not include information that is not directly related to the subject matter of this solicitation.

H. 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 the 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) original and two (2) hard copies, and one electronic copy, of its proposal in a sealed envelope that shall be clearly marked "PROPOSAL TO CONDUCT THE SOUTH MEADOWS REDEVELOPMENT CONSIDERATIONS STUDY" The original proposal shall be stamped or otherwise marked as such.

Unless otherwise identified by Proposer pursuant to Section I.F.8 hereof, the terms and conditions of the Agreement are non-negotiable. The Authority will review and consider any Business Exceptions taken by Proposer as part of its proposal evaluations.

I. 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 formality or informalities in any proposal or this RFP process.

J. Proposal Open and Subject to Acceptance

This RFP does not constitute an offer to any Proposer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the Authority to enter into the Agreement or confer any rights on any proposer unless and until the Agreement is fully executed by the necessary parties. The Agreement, once executed, will represent the entire agreement between the proposer and the Authority and will supersede all prior negotiations, representations

or agreements, alleged or made, between the parties. The Authority shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the Agreement until the successful proposer is notified that the contract has been accepted and approved by the Authority's Board of Directors and executed by its duly authorized agent. All proposals shall remain open and subject to acceptance by the Authority for ninety (90) days after the deadline for proposal submission

K. Proposal Evaluation

The award of an Agreement to conduct the South Meadows Redevelopment Considerations Study will be made, if at all, to the Proposer whose evaluation by the Authority results in the Authority determining that such award is in the best interests of the Authority. However, the selection of a Proposer and the award of such Agreement, 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 evaluate proposals based upon, but not limited to, the following criteria, which are not necessarily presented in order of importance:

1. Demonstrated lead Proposer, Sub Consultant and staff experience in the conduct of studies similar to the South Meadows Redevelopment Considerations Study contemplated herein;
2. Reasonableness of the proposed Project Approach and Study Schedule;
3. The Financial Proposal;
4. Reasonableness of any proposed Business Exceptions;
5. 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 G);
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 G);
3. The proposer's promise to develop and implement a successful affirmative action plan (see Question 4B of Attachment G);

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.

L. Contract Award

The successful Lead Proposer will be required to execute the Agreement attached hereto as Attachment D ("Agreement"). The Proposer substantially agrees to all the terms and conditions of this attached Agreement unless otherwise specified as provided in Section I.F.8 hereof.

If the Agreement 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 Authority errors. This may include, in extreme circumstances, revoking a Notice of Award already made to a proposer and subsequently awarding the Notice of Award to another proposer. Such action by the Authority shall not constitute a breach of this RFP by the Authority since the Notice of Award to the initial proposer is deemed to be void ab initio and of no effect as if no agreement ever existed between the Authority and the initial proposer.

II. Notifications, Acknowledgements and Certifications

Potential Proposers and Sub Consultants 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 proposal, Proposer and Sub Consultants 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 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. 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 RFP Attachment 1.

C. Contractor's Representation Concerning Consulting Agreements

Any agreement resulting from this RFP 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 RFP) 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 RFP 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. 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 RFP, 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 RFP 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 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. Site: The South Meadows Site as defined in Section I.A of this RFP.

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(s) which result from this RFP which the Authority, in its sole and absolute discretion, determines to be in its best interest. Such determination will be based on a variety of factors including but not limited to experience, price, reasonable plans and business exceptions as described herein, and any other consideration which the Authority in its sole discretion determines is relevant;
13. Enter into a final Agreement with terms that vary from the terms set forth in the Authority's solicitation documents;
14. Visit and examine any of the facilities referenced in any submittal;
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

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 Authority staff or Authority Board Directors or 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 questions regarding Site conditions and requests for interpretation or clarification received from potential Proposers. Any questions regarding Site conditions and 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 questions and requests must be received by the Authority by the deadline set forth in Section I.C 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.D and I.E hereof. Such addenda will also be posted on the Authority's web site (<http://www.ctmira.org>) on the "Current Solicitations" page, under the "Business Links" section of the website. The RFP and Attachments can be accessed by selecting the link titled: RFP: "TO CONDUCT THE SOUTH MEADOWS REDEVELOPMENT CONSIDERATIONS STUDY". Such addenda will be mailed/e-mailed and posted on the web site no later than the date set forth in Section I.C 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 and time.

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.

Attachment A - South Meadows Site General Layout Plan

The following seven (7) site plans will remain available for review and/or downloading until after the proposal submission deadline at the following Google Drive shared folder: <https://drive.google.com/drive/folders/11ytROAwCuzckPV023Elf9ATXV9UnM5S1?usp=sharing>

1. Site Plan from MIRA's January 5, 2023 response to CT-DEEP's Request for Additional Information. This Site Plan depicts the entire property, with buildings, piping, the air pollution control system and the solid waste permit boundary labelled.
2. Exhibit C of the ELUR that has been recorded in the City of Hartford Land Records for the Site is comprised of six (6) survey map sheets entitled "Exhibit C: Declaration of Environmental Land Use Restriction and Grant of Easement, Property of Materials Innovation and Recycling Authority, 300 Maxim Road and 100 Reserve Road, Hartford, Connecticut," dated March 8 2013, revised to March 28, 2018. The six (6) ELUR survey map sheets follow, and are summarized as follows:
 - Sheet 1 of 6: Property boundary survey that depicts all property boundaries and encumbrances (i.e., easements, rights-of-way, etc.) listed in the Title Report for the Site (refer to Sheet 5 of 6 for the list of all encumbrances)
 - Sheet 2 of 6: Property boundary survey that depicts the bearing and distance measurement of each property boundary line (refer to Sheet 6 of 6 for the metes and bounds property descriptions for the Site)
 - Sheet 3 of 6: Boundary depictions of ELUR Subject Areas A-1 and A-2 within the property boundary
 - Sheet 4 of 6: Boundary depictions of ELUR Subject Areas B, C, D, E, F-1, F-2, G-a, G-b, H-1, H-2, I, J, K, L, M, N, O, P, Q, and R within the property boundary
 - Sheet 5 of 6: List of encumbrances from the Title Report for the Site (refer to Sheet 1 of 6 for the surveyed locations)
 - Sheet 6 of 6: List of Map References incorporated into the property boundary survey, and metes and bounds property descriptions for the Site (refer to Sheet 2 of 6 for the surveyed depiction of the property boundary lines)

Attachment B – Table of Existing Environmental Documentation

Environmental Investigation and Remediation Reports

Previous investigations and remedial activities performed at the Site have been documented in the following reports, listed in chronological order.

Those reports specified as “Available On-Line” will remain available until after the proposal submission deadline for review and/or downloading at the following Google Drive shared folder: <https://drive.google.com/drive/folders/11ytROAwCuzckPV023Elf9ATXV9UnM5S1?usp=sharing>

Potential proposers who would like to review hard-copies of the reports that are not specified as “Available On-Line” should contact the Authority in the manner specified in Section I.D. (Notice of Interest) of the Request for Proposals in order to schedule a time to review hard-copies of the requested documents in the Authority’s main offices.

Author	Date	Report Title	Available On-Line?
Land Tech Remedial	December 1995	<i>Subsurface Investigations and Remedial Installation Report.</i>	No
HRP Associates Inc.	October 1998	<i>Phase I Environmental Site Assessment Report CRRR Power Block Facility and Waste Processing Facility Maxim Road and Reserve Road Hartford, Connecticut.</i>	Yes
Metcalf & Eddy Inc.	March 1999	<i>Phase I Environmental Assessment Connecticut Light and Power Company South Meadow Station Hartford.</i>	No
HRP Associates Inc.	June 1999	<i>Subsurface Investigation Report Mid-Connecticut Project Maxim and Reserve Roads Hartford Connecticut.</i>	Yes
Metcalf & Eddy Inc.	July 1999	<i>Phase II Field Investigation Report South Meadows Hartford.</i>	No
HRP Associates Inc.	June 1999	<i>Mercury Boiler Investigation.</i>	No
TRC Environmental Corp.	October 2001	<i>Phase III Work Plan.</i>	No
TRC Environmental Corp.	June 2002	<i>Sample Work Plan for Area 7B.</i>	No
TRC Environmental Corp.	September 2002	<i>Phase III Remedial Investigation Report.</i>	No
TRC Environmental Corp.	June 2003	<i>Supplemental Phase III Site Investigation Report.</i>	No

Author	Date	Report Title	Available On-Line?
TRC Environmental Corporation	September 2003.	<i>Specifications: Remediation of Areas WPF-4, 1-2, 1-3, 1-4, 1-5, 1-6 and PBF-5 by Soil Excavation South Meadows Station.</i>	No
TRC Environmental Corp.	February 2004	<i>Sampling Work Plan for the Track Hopper Room and Soils Below the Mercury Boiler Room.</i>	No
TRC Environmental Corp.	March 2004	<i>Closure Report; South Meadows Former Mercury Boiler Room Decommissioning & Demolition.</i>	No
TRC Environmental Corp.	July 2004.	<i>Excavation Remedial Action Plan for Area PBF-3 Former Transformer/Switchyard.</i>	No
TRC Environmental Corp.	August 2004	<i>Supplemental Site Investigation Area WPF-4 and Area 1-2.</i>	No
TRC Environmental Corp.	April 2005	<i>Area PBF-3 PCB Remedial Action Plan.</i>	No
TRC Environmental Corp.	July 2005	<i>Track Hopper Room Investigation Report.</i>	No
TRC Environmental Corp.	August 2005	<i>95 Percent Upper Confidence Limit Determination for Arsenic.</i>	No
TRC Environmental Corp.	January 2006	<i>Remedial Action Plan for Soils Beneath Remaining Structure at the Former Mercury Boiler Room.</i>	No
TRC Environmental Corp.	January 2006	<i>Parcel No. 3 (CL&P Parcel) Remedial Action Plan.</i>	No
TRC Environmental Corp.	March 2006	<i>Remedial Action Plan for Area PBF-4 Former PCB Oil Storage Tanks.</i>	No
TRC Environmental Corp.	April 2006	<i>Soil Investigation Report Electrical Switchyards Parcel 3.</i>	No
TRC Environmental Corp.	June 2006	<i>Waste Processing Facility Engineered Control Remedial Action Plan.</i>	No
TRC Environmental Corp.	June 2006	<i>Waste Processing Facility Remedial Action Plan.</i>	No
TRC Environmental Corp.	July 2006	<i>Remedial Action Plan for Former PCB Storage Tank Piping and Appurtenances.</i>	No
TRC Environmental Corp.	February 2007	<i>Waste Processing Facility Area 3 Asbestos Containing Materials Investigation Work Plan.</i>	No
TRC Environmental Corp.	February 2007	<i>Remedial Action Plan for Area 3.</i>	No

Author	Date	Report Title	Available On-Line?
TRC Environmental Corp.	September 2007	<i>Remedial Action Plan for Soil Beneath Former 1927 Boiler Room Addition.</i>	No
TRC Environmental Corp.	September 2008	<i>Specifications; Track Hopper Room Remediation.</i>	No
TRC Environmental Corp.	March 2010	<i>Remedial Action Report: Former PCB Storage Tank Piping and Appurtenances.</i>	No
TRC Environmental Corp.	April 2010	<i>Self-Implementing Cleanup Plan for 115 kV Switchyard.</i>	No
TRC Environmental Corp.	November 2011	<i>Remedial Action Report Retained Parcel 115 kV Switchyard.</i>	Yes
TRC Environmental Corp.	January 2012	<i>Fuel Farm (Area 2-2) Remedial Action Plan.</i>	No
TRC Environmental Corp.	September 2012	<i>Remedial Action Report Area PBF-3/Former Transformer Switchyard.</i>	Yes
TRC Environmental Corp.	September 2012	<i>Waste Processing Facility Storm Water Detention Basin Engineered & Access Control Remedial Action Plan.</i>	No
TRC Environmental Corp.	October 2012	<i>Fuel Line (Delineation Area 2) Engineered Control Remedial Action Plan.</i>	No
TRC Environmental Corp.	November 2012	<i>Fuel Oil Line Investigation Report.</i>	Yes
TRC Environmental Corp.	November 2012	<i>Waste Processing Facility Storm Water Detention Basin Engineered & Access Control Remedial Action Plan.</i>	No
TRC Environmental Corp.	April 2013	<i>Remedial Action Report: Area PBF-4 Former PCB Oil Storage Tanks.</i>	Yes
TRC Environmental Corp.	March 2013	<i>Alternative SWPC Application and PMC Exception Document.</i>	No
TRC Environmental Corp.	November 2013	<i>Remedial Action Report: Area 1-3: Excavation of ETPH impacted Soils.</i>	Yes
TRC Environmental Corp.	November 2013	<i>Remedial Action Report: Area 1-6: Former Vanadium Pile.</i>	Yes
TRC Environmental Corp.	November 2013	<i>Power Block Facility Wetlands Area Remedial Action Plan</i>	Yes
TRC Environmental Corp.	January 2014	<i>Remedial Action Report: Area 2-1 & 2-2: Former Fuel Farm.</i>	Yes
TRC Environmental Corp.	January 2014	<i>Remedial Action Report: Area 1-2, 1-4 and 1-5: Coal Pond/Coal Pile Areas.</i>	No

Author	Date	Report Title	Available On-Line?
TRC Environmental Corp.	July 2013	<i>Remedial Action Report: PBF-1 Mercury Boiler Room, Track Hopper Room, PBF-4 and PBF-5.</i>	Yes
TRC Environmental Corp.	November 2013	<i>Remedial Action Report: Waste Processing Facility Area WPF4.</i>	Yes
TRC Environmental Corp.	November 2013	<i>Remedial Action Report: Waste Processing Facility Areas 1, 2 and 3.</i>	Yes
TRC Environmental Corp.	November 2013	<i>Remedial Action Report: Waste Processing Facility Areas 4 and 5.</i>	Yes
TRC Environmental Corp.	November 2013	<i>Memorandum: Bollard Excavation/Remediation.</i>	No
TRC Environmental Corp.	November 2013	<i>Remedial Action Report: Fuel Line (Delineation Area 2)</i>	Yes
TRC Environmental Corp.	December 2013	<i>Remedial Action Report: Waste Processing Facility Storm Water Detention Basin.</i>	Yes
TRC Environmental Corp.	February 2014	<i>Remedial Action Report: Areas 3-2 and 3-3</i>	Yes
TRC Environmental Corp.	March 2014	<i>Remedial Action Report: Area 3-1.</i>	Yes
TRC Environmental Corp.	February 2014	<i>Memorandum: WPF Storm Water Basin Fence Line Remediation.</i>	No
TRC Environmental Corp.	November 2015	<i>Remedial Action Report: PBF Wetlands A and E.</i>	No
Materials Innovation and Recycling Authority	April 18, 2018*	<i>Declaration of Environmental Land Use Restriction and Grant of Easement</i>	Yes
TRC Environmental Corp.	May 2018	<i>Verification Report</i>	Yes
* The <i>Declaration of Environmental Land Use Restriction and Grant of Easement</i> includes six (6) associated survey map sheets, and was recorded in the City of Hartford Land Records on April 20, 2018.			

Other Documents of Interest

Author	Date	Report Title	Available On-Line?
Fuss & O'Neill Inc.	March 2002	<i>Connecticut Light & Power Company and Connecticut Resources Recovery Authority Drainage Study of Parcel 1 South Meadows Generating Station and Regional Trash-to-Energy Facility</i>	Yes

Author	Date	Report Title	Available On-Line?
HRP Associates Inc.	March 29, 2012	<i>Hazardous Materials Survey Report, Northern Portion of the Administration Building, South Meadows Station, Gate 20 Reserve Road, Hartford, Connecticut</i>	Yes
HRP Associates Inc.	January 17, 2014	<i>Hazardous Materials Abatement Documentation Northern Portion of the CRRA Facility Administration Building, Gate 20 Reserve Road, Hartford, Connecticut</i>	Yes
Greater Hartford Flood Commission	May 10, 2022	<i>Hartford Flood Protection System – Emergency Action Planning, Materials Innovation and Recycling Authority Site (MIRA), Hartford, Connecticut</i>	Yes

Attachment C – Closure Plan and Correspondence

The *Closure Plan for CSWS Resource Recovery Facility* and related correspondence, as summarized below, are available at the following location on the Authority web-site:

<https://www.ctmira.org/records-reports/additional-communications/closure-plan>

Author	Date	Report Title
TRC Environmental Corp.	May 2022	<i>Closure Plan for CSWS Resource Recovery Facility</i>
Greater Hartford Flood Commission	August 5, 2022	<i>Letter to CT-DEEP RE: MIRA Closure Plan Dated May 2022</i>
CT-DEEP	October 14, 2022	<i>Request for Additional Information for Closure Plan for CSWS Resource Recovery Facility</i>
Materials Innovation and Recycling Authority	January 5, 2023	<i>Response to Request for Additional Information Regarding Closure Plan, Materials Innovation and Recycling Authority – Hartford RRF</i>

AGREEMENT FOR SOUTH MEADOWS REDEVELOPMENT ENVIRONMENTAL CONSIDERATIONS STUDY

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This **AGREEMENT FOR SOUTH MEADOWS REDEVELOPMENT ENVIRONMENTAL CONSIDERATION STUDY** (the “Agreement”) is made and entered into as of this ___ day of _____, 2024 (the “Effective Date”) by and between the **MIRA DISSOLUTION AUTHORITY (the “Authority”)**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 300 Maxim Road, Hartford, Connecticut 06114 (the “Authority”) and **[NAME OF FIRM]**, having a principal place of business at **[ADDRESS OF FIRM]** (“Consultant”).

PRELIMINARY STATEMENT

WHEREAS, the Authority is the owner of certain parcels of real property located at 300 Maxim Road and 100 Reserve Road in Hartford, Connecticut (collectively, the “Properties” or “South Meadows Site”) upon which the Authority operated various energy-generating, solid waste management and/or disposal facilities (collectively, the “Facilities”);

WHEREAS, on _____, 2024, through a Request for Proposal (“RFP”), the Authority invited the submission of proposals for a South Meadows Redevelopment Environmental Consideration Study (the “Study”);

WHEREAS, on _____, 2024, the Consultant submitted a proposal in the manner specified in the RFP, (the “Proposal”) to perform the Study as requested in the RFP;

WHEREAS, the Consultant has the expertise in performing such an independent study as is requested in the RFP;

WHEREAS, the Authority has determined that the services and work scope set forth in the Proposal meet the Authority’s needs as set forth in the RFP and the Authority wishes to retain the Consultant for the performance of the services requested in the RFP and as accepted by Consultant in the Proposal, subject to any modifications and requirements agreed to by the Parties as set forth in this Agreement ; and

WHEREAS, the Authority and Consultant have negotiated, in good faith, this Agreement for the Consultant to undertake the Study.

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

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

- (a) **“Addenda”** means written or graphic documents issued prior to the statement of proposals due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Additional Services”** shall have the meaning set forth in Section 2.3.
- (c) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), the Request for Proposals to Conduct the South Meadows Redevelopment Considerations Study (RFP No. RFP-AUTH-004) (including all documentation accompanying the RFP, and any documentation posted by the Authority prior to the Notice of Award, including any addenda, responses to any questions and answers, all documentation submitted by Proposer in connection with the RFP, including the Proposal dated _____, 2024, submitted by Consultant), Notice Of Award, and any Requests, written amendments, work orders, modifications or amendments which may be issued after execution of this Agreement. The Contract Documents constitute the entire Agreement between the parties concerning the Study, and all are fully incorporated as if fully set forth herein. To the extent a conflict exists among or between this Agreement, the RFP and the Proposal, the provisions of this Agreement shall control. The Parties agree that the full scope of services, including means, methods, specifications and terms are set forth in the RFP and the Proposal and those services shall be provided as set forth in the RFP or the Proposal, as applicable, without repetition in this Agreement unless otherwise modified and agreed to by the Authority accepting the Proposal and such modification is set forth in writing herein or otherwise specifically incorporated into this Agreement. Any repetition of terms and conditions from the RFP in this Agreement does not affect or vitiate any of the terms and conditions set forth in the RFP, unless such terms and conditions are specifically described as modified, altered or eliminated in this Agreement. Any conflict between or among the Contract Documents shall be resolved by reference to this Agreement first, the RFP second, and the Proposal third unless specifically provided for otherwise in this Agreement.
- (d) **“Effective Date”** means the date set forth above in this Agreement.
- (e) **“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 over the Authority, Consultant and any Consultant Subcontractor, or the performance of the Study.

- (f) **“Notice Of Award”** means written notification from the Authority to the apparent Proposer(s) which states that the Authority has accepted Proposer’s proposal and sets forth any remaining conditions that must be fulfilled by such Proposer before the Authority executes the Agreement.
- (g) **“Request(s)”** shall have the meaning set forth in Section 2.3.
- (h) **“Services”** shall have the meaning set forth in Section 2.1. All provisions herein regarding Services shall also apply to the Additional Services specified in Section 2.3 if such Additional Services are authorized by the Authority pursuant to the terms of this Agreement..
- (i) **“Subcontractor” or “Consultant Subcontractor”** shall be those subcontractors of Consultant identified in the Proposals or otherwise hired by Consultant that Consultant determines to be necessary for Consultant to perform the Services. By way of example, and not limitation, a Subcontractor may be a licensed laboratory, licensed asbestos inspectors, drillers, surveyors, wetlands or soil scientists, or other environmental or building engineers Consultant proposes as necessary to carry out the Study.

1.2 Construction And Interpretation

For purposes of this Agreement:

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

- (f) Reference to any particular party shall include that party's employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time;
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement;
- (i) The Recitals, Exhibits and Schedules (if any) attached hereto are hereby incorporated into this Agreement and shall be deemed to be a part hereof;
- (j) The words "include" and "including" shall be deemed to be followed by the words "without limitation"; and
- (k) The Parties hereby acknowledge that the Parties and their counsel have reviewed this Agreement and hereby agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall NOT be employed in the interpretation of this Agreement, or any exhibits or amendments hereto.

2. SCOPE OF WORK

2.1 Consultant's Responsibilities

Consultant shall be responsible for furnishing all labor, materials, supplies, tools, Subcontractors, equipment and incidentals thereto to provide the Study to the Authority including, but not limited to, the services described **Exhibit A** (the "Services")._

2.2 Performance And Completion Of Services

Consultant agrees to perform the Services and any Additional Services as hereinafter defined as an independent consultant, consistent with:

- (a) Any and all instructions, guidance and directions provided by the Authority to Consultant;
- (b) The Contract Documents;
- (c) Sound consulting, environmental, engineering and land surveying practices or any such sound practices exercised by any Subcontractor;

- (d) The level of care and skill exercised by members of the consulting, environmental, engineering and land surveying field practicing under similar conditions and circumstances;
- (e) All Laws And Regulations; and
- (f) Any Request (as hereinafter defined) pursuant to which such Services are rendered.

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

2.3 Request For Additional Services

At its discretion, the Authority, through an Authorized Representative, as defined in Section 2.5 below, may request and authorize Consultant to perform additional services in addition to those set forth in the Proposal in the event additional such services are required in furtherance of the Study or if additional services are determined by the Authority, in its sole discretion, to be necessary for the assessment of the environmental needs and knowledge necessary for the future development of the South Meadows Site (“Additional Services”). In such event, the Consultant’s Authorized Representative shall submit a detailed Scope of Services required for such Additional Services, together with an estimate of the time, cost, and expenses for such services. In such cases, the Authority will request performance of such Additional Services by means of a written request in accordance with the format of Exhibit D attached hereto and made a part hereof (a “Request”). Accordingly, upon receipt and acceptance of a written Request, Consultant will perform such Additional Services described in such Request in accordance with the terms of this Agreement and such Request.

2.4 Study Schedule

The schedule for the performance of the Services, as specified in Section 2.1, to be performed by the Consultant is set forth in Exhibit B.

2.5 Authorized Representative Of The Authority

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

2.6 Direction of Services

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

2.7 The Authority's Inspection Rights

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

2.8 Access, Schedule & Performance

2.8.1 Commencing on the Effective Date, the Authority shall grant access to the South Meadows Site to Consultant and its subcontractors during, 9:00am-5:00pm, unless a request is made to the Authority to perform the Site work earlier or later, and access only those areas of the Site necessary for Consultant to perform the Services hereunder, provided that:

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

2.8.2 Consultant understands and agrees that it is required to seek approval from the Connecticut Department of Energy and Environmental Protection and/or TRC in order to take soil samples, drill borings, and install groundwater monitoring wells, as Consultant determines appropriate to perform its Services. Consultant shall coordinate with the Authority to the extent it seeks such approvals. Consultant is permitted take samples of the building materials at the South Meadows Site upon the review and approval of a plan for such sampling submitted to the Authority. Consultant shall be responsible for the proper storage, maintenance transportation and disposal of any waste materials generated from the sampling and the testing

performed under this Agreement. Consultant shall also be responsible for characterizing the contents of any waste and purged water derived from the testing performed hereunder prior to disposal and arranging for proper disposal of such waste and/or wastewater in accordance with all Law and Regulation. If the waste or wastewater derived from the testing performed hereunder is required to be removed as hazardous waste in accordance with the Resources Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq., or waste in accordance with the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. or any other applicable environmental law, the Authority agrees to execute the manifests and/or other documentation as may be necessary as the owner of the Properties.

2.8.3 Consultant covenants that all Services and all activity conducted by Consultant and/or its subcontractors shall be performed strictly in accordance with Law and Regulation. During the performance of the Services Consultant shall keep the Properties or cause the Properties to be free from accumulation of debris or rubbish solely caused by the Services and will leave the Properties free of such materials. In the event the Properties are damaged by the Consultant or its subcontractors, the Properties shall be restored to its approximate pre-existing conditions, normal wear and tear excepted. Upon completion of the Services performed hereunder, Consultant shall, at its sole cost and expense, reasonably restore any areas disturbed in connection with its Services to as nearly their condition as existed prior to the Services as is practical. Pavement within disturbed portions of the testing area, if any, shall be reasonably patched and/or restored. Upon request of the Authority, Consultant shall remove the wells installed and reasonably restore the borings. This provision shall survive termination of this Agreement.

2.8.4 Notwithstanding the Schedule for Services set forth in Exhibit B, Consultant shall share any raw data, sampling reports and boring logs with the Authority as it becomes available.

2.9 The Authority Right to Exclude Certain Individuals

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

2.10 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, Consultant shall not (and shall represent and confirm that its Subcontractors shall not) provide the Authority with any lobbying services, or receive, pay, or distribute any finder's fees under this Agreement.

2.11 Progress Reports

In addition to the reports identified in the Services Schedule, if requested by the Authority, Consultant agrees to provide a progress report to the Authority by the 10th day of each calendar month for the Services which Consultant is performing. The report is to contain the following information in the format given:

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

2.12 Proprietary Information

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

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

2.13 Books and Records

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

2.14 Status of Consultant

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

2.15 Subcontractors

, Consultant shall engage those Subcontractors identified on Exhibit C or, upon notice to the Authority, any substitute Subcontractors. Consultant shall require its Subcontractors to abide by the specific terms and conditions of this Agreement, including but not limited to Sections 2.10, 2.12, and Article 8, including providing all Representations and Certifications required in

Article 8 Moreover, Consultant's subcontracts with such subcontractors shall specifically provide that, in the event of a default by Consultant thereunder or under this Agreement, the Authority may directly enforce such subcontracts, receive the analyses, benefits and reports, as applicable, of the Subcontractors, and make payments thereunder. Consultant shall provide the Authority with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Consultant's subcontracts with its subcontractors shall specifically include the Authority as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Consultant other than through such subcontracts.

At all times, Consultant shall remain responsible for the acts and omissions of its Subcontractors, if any, and of all persons directly or indirectly employed by Contractor in connection with the Services.

Consultant shall promptly pay any Subcontractor, and shall not create or permit to be created any lien upon or against the Properties, any portion of the Properties, or any assets of the Authority, and Consultant shall not , cause or suffer any other matter or thing whereby the rights of the Authority in its Properties might be diminished or impaired.

If any lien is created by Consultant, or any Subcontractor, then Consultant, within twenty (20) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

2.16 Consultant's Employees

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

2.17 Restrictions On Parties

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

3. COMPENSATION AND PAYMENT

3.1 Compensation Schedule

Consultant shall be compensated for the Services in a manner set forth in this Section 3 and the costs and expenses shall not exceed the overall budget for such task as set forth in the

Services Budget attached hereto as Exhibit C, which also includes a schedule of hourly rates, costs and fees for Consultant Services. If, during Consultant's performance of such Services, there is a change in Consultant's estimated time, cost or expenses for such Services based upon a Request made by the Authority as set forth in Section 2.3, the Services Budget shall be adjusted accordingly but in no event shall it be exceeded without prior approval by the Authority Representative. The Authority shall not pay for any Services rendered or expenses incurred by Consultant in excess of those included in the Services Budget unless specifically authorized in advance and in writing by the Authorized Representative.

To the extent that the Authority Representative authorizes any costs, fees or expenses over the Services Budget, those costs, fees and expenses shall not exceed those set forth in the schedule set forth in Exhibit C. Any Service provided by Consultant to the Authority not specifically set forth in the Services Budget must be approved in advance by the Authority or its Authorized Representative. Any Services rendered by Consultant that were not approved in advance by the Authorized Representative shall not be paid by the Authority even if said Services were requested by other Authority staff.

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. Any costs for air or train travel must be pre-approved in writing by the Authority Representative. Out of pocket expenses shall be reimbursed at cost provided they are consistent with the Authority's Travel and Expense Reporting document attached hereto and made a part hereof as Exhibit E, except that Consultant will be deemed to have met the Authority's "Receipt" requirements of such document if Consultant provides to the Authority with each billing

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

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

3.2 Bill Format

Notwithstanding the Project Budget is a not-to-exceed Project Budget, Consultant shall render a bill to the Authority each month for all of the Services performed and all of the costs and expenses incurred in the immediately preceding month pursuant to this Agreement. Each monthly bill shall contain at least the following information:

- (a) The name, title and billing rate for each person performing Services for which payment is sought;

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

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

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

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

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

3.3 Payment Procedure

If the Authority determines, in its sole discretion, that

- (a) The Services for which Consultant is requesting payment have been properly performed and completed in conformance with the Standards,
- (b) Consultant is not in default hereunder,
- (c) Consultant has not exceeded the Services Budget for that task set forth in Exhibit C, unless otherwise approved by the Authorized Representative, but in no event shall the Services Budget be exceeded,
- (d) the Authority does not dispute the amount of the payment requested, and

- (e) 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 Consultant has requested payment is not in conformance with the Standards, the task budget or is in excess of the Services Budget,
- (b) Such bill does not contain all the requisite information, or
- (c) Consultant is in default hereunder,

then the Authority may, in its sole and absolute discretion, withhold all or a portion of the payment requested by Consultant and Consultant shall, if requested by the Authority, immediately take, at Consultant's sole cost and expense, all action necessary to render such 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 Consultant any amount due Consultant under this Agreement if Consultant is in default hereunder. If the Authority disputes the amount in any written request for payment submitted by Consultant, the Authority shall have the right to withhold the disputed amount until the dispute is settled. The Authority shall notify Consultant of any disputed amount and the reason(s) for disputing such amount.

3.4 Accounting Obligations

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

3.5 Withholding Taxes And Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by the Authority with respect to Consultant, nor be withheld from payment to Consultant 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 Consultant, or any of Consultant's employees or sub-consultants. Consultant shall be responsible for paying or providing for all of the taxes, insurance and other

payments described or similar to those described in this Section 3.5 and Consultant hereby agrees to indemnify the Authority and hold the Authority harmless against any and all such taxes, insurance or payments, or similar costs which the Authority may be required to pay in the event that Consultant's status hereunder is determined to be other than that of an independent Consultant.

3.6 State of Connecticut Taxes

Pursuant to Section 22a-270 of the *Connecticut General Statutes* (as the same may be amended or superseded from time to time), 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 used or consumed in the Services provided to the Authority is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Consultant shall not include in the fees, and Consultant shall not charge or pass through any Connecticut Taxes to the Authority, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Consultant has incurred any Connecticut State Taxes in its performance of the Agreement.

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

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

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

3.7 Audit

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

For an audit, Consultant shall provide the following:

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

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

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate on the date performance of the Services has been completed as set forth in Exhibit B (the Project Schedule) ("Completion Date") unless sooner terminated by the Authority in accordance with Section 4.3.

4.2 Time Is Of The Essence

The Authority and Consultant hereby acknowledge and agree that time is of the essence with respect to Consultant's performance of the Services hereunder. Accordingly, upon Consultant's execution of this Agreement or the receipt and acceptance of a Request, as applicable, Consultant shall immediately commence performance of the Services requested and continue to perform the same during the term of this Agreement in order to complete all of the Services requested by the Completion Date set forth in the Exhibit B or such Request, if any.

4.3 Termination

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

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

- (a) the Authority shall pay Consultant for all Services performed by Consultant prior to the termination date, provided:
 - (1) the Authority has determined that such Services have been performed by Consultant in conformance with the Standards;
 - (2) Payment for such Services has not been previously made or is not disputed by the Authority;
 - (3) Consultant is not in default hereunder; and,
 - (4) Consultant has performed all its obligations under this Section 4.3 to the Authority's satisfaction, 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 Consultant in any other manner whatsoever in the event the Authority exercises its right to terminate this Agreement.

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

4.4 Records And Documents

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

5. INDEMNIFICATION

5.1 Consultant's Indemnity

Consultant shall at all times protect, defend, indemnify and hold harmless the Authority and its board of directors, officers, agents and employees from and against any all liabilities, actions, claims, damages, penalties, fines, violations, sanctions, liens, debts, charges, losses, judgments, interest, personal injuries, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and other professionals' fees and court costs) (collectively, "Costs") arising directly or indirectly in connection with any and all Third Party (including employees of Consultant and the Authority) suits, claims, actions and causes of action, fees, damages, administrative proceedings, losses, obligations, penalties, assertions, judgments, inquiries, demands, investigations and proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising directly or indirectly from: (i) any misrepresentation or breach of any representation or warranty herein by Consultant; (ii) acts of negligent commission or omission by Consultant with respect to the performance of its obligations hereunder; (iii) any other breach of this Agreement by Consultant; (iv) any act of negligent commission or omission by Consultant with respect to oversight and management of any of the Services performed in this Agreement; (v) any environmental contamination or pollution caused by the negligent, reckless commission or willful misconduct of Consultant, including but not limited to the unlawful disposal wastes, oils, contaminants, hazardous wastes, substances or materials or any release of whatever kind or nature that causes or contributes to pollution of the soil, surface waters or groundwater; (vi) any breach of contract, or negligent act or omission by Consultant that gives rise to a claim of liability against the Authority arising out of or from the Services; and (vii) for or on account of any injuries to persons or damage to property or nuisances or trespasses, and specifically including death and consequential damages, arising out of or in consequence of the negligent acts or omissions of the Consultant in the performance of the Services covered by the Agreement, whether by the Consultant or his agents, employees, or subcontractors and whether or not such claims, demands, suits, or proceedings are just, unjust, groundless, false or fraudulent; and the Consultant shall and does hereby assume and agrees to pay for the reasonable defense of all such claims, demands, suits and proceedings. Contractor shall use counsel reasonably acceptable to the Authority in performing its obligations under this Article 5.

Consultant further undertakes to promptly reimburse the Authority for damages to real and personal property of the Authority caused by Consultant or any of its directors, officers, employees, agents or Subcontractors, in the event the Authority, without waiving any Claims it may have against Consultant, restores the damages to the property. The existence of insurance shall in no way limit the scope of this indemnification. Consultant's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 Insurance

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

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

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

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

6.2 Minimum Limits of Insurance

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

1. Commercial General Liability:
 - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products & Completed Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury
2. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
 - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory limits.
4. Employer's Liability:
 - a. \$500,000 Each Accident
 - b. \$500,000 Disease – Policy Limit
 - c. \$500,000 Disease – Each Employee
5. Professional liability
 - a. \$1,000,000 Each Claim unless the compensation to be paid the Consultant is greater than said amount in which case the value shall be that of the Consultant's contract fees.

Note: Contractor may meet these limits in 6.2(a) alone or in combination with Umbrella insurance.

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

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

(b) Other Insurance Provisions

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

1. The Authority, its directors, officials and employees are to be covered as additional insureds on a primary and non-contributing basis and shall not be in excess of any other insurance, on the following insurance policies purchased by the Consultant:
 - a. Commercial General Liability
 - b. Automobile LiabilityAny insurance maintained by the Authority shall be in excess of any and all insurance maintained by Consultant (and/or its Subcontractors) and shall not contribute with it.
2. The Consultant agrees to notify the Authority at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to the Authority's Risk Manager by fax to 860-757-7740, or by e-mail to riskmanager@ctmira.org, or by correspondence to the MIRA Dissolution Authority, 300 Maxim Road, Hartford, Connecticut 06114.
3. The Consultant 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 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Acceptability of Insurance

Insurance is to be placed with insurers with current A.M. Best ratings of not less than A-VIII, and be lawfully authorized to conduct business in the State of Connecticut. Each policy of insurance maintained pursuant to this Agreement shall be written to provide at least those coverages provided under standard forms therefor as have been approved the State of Connecticut's Insurance Commissioner. .

(d) Verification of Coverage

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

(e) Subcontractors

Consultant shall either include all Subcontractors as insureds under its insurance policies or shall require Subcontractors to provide their own insurance subject to all of the requirements stated herein. All Subcontractors shall provide the Authority with a Certificate of Insurance evidencing coverage in accordance with this Article 6.

6.3 Other Conditions

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

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

7. MISCELLANEOUS

7.1 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. Any conflicts between and among the RFP, the Proposal, and this Agreement shall be resolved by reference to this Agreement first, the RFP second, and the Proposal third.

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, and the Consultant submits to the jurisdiction of any the appropriate courts in the State of Connecticut for the adjudication of disputes arising out of this Agreement.

7.3 Assignment

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

7.4 No Waiver

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

7.5 Modification

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

7.6 Notices

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

- (a) If to the Authority:

MIRA Dissolution Authority
300 Maxim Road
Hartford, Connecticut 06114

With a copy to:

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

- (b) If to Consultant:

Attention: _____

7.7 Binding Effect

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

7.8 Severability

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

7.9 Whistleblower Protection

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

7.10 Counterparts

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

7.11 Further Assurances

Each party shall take such action and deliver such instruments to the other party, in addition to the actions and instruments specifically provided for herein, as may reasonably be requested or required to effectuate the purposes or provisions of this Agreement.

8. REPRESENTATIONS AND CERTIFICATIONS

In accordance with Connecticut Public Act 21-765, 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;
 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; and
 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 Exhibit G .

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. The Contractor makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto as **Exhibit H**.

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 did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; that no agent, representative, or employee of the State participated directly in the preparation of the Proposer's Proposal and that the submitted Proposal is in all respects fair and is made without fraud or collusion with any person.

8.7 The Authority 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.

9. CONSULTANT REPRESENTATIONS REGARDING ITSELF

In signing this Agreement, Consultant hereby represents and warrants to the Authority that as of the Effective Date:

- (a) Consultant is a [_____] company] duly organized, validly existing and in good standing under the laws of the State of Connecticut. Consultant is qualified to do business in the State of Connecticut. Consultant's Connecticut taxpayer identification number is _____.
- (b) The execution and delivery of this Agreement by Consultant and its performance hereunder (i) has been duly authorized by all requisite action, (ii) will not require any approval by any Governmental Authority and (iii) will not violate any provision of Law and Regulation or any indenture, agreement or other instrument to which Consultant is a party or by which Consultant is bound, or be in conflict with, result in a breach of, or constitute a default thereunder or a lien on any property of

Consultant.

- (c) This Agreement constitutes the legal, valid and binding obligation of Consultant and is enforceable against Consultant in accordance with its terms.
- (d) All documents, information and materials provided to the Authority by or on behalf of Consultant (including the Proposal) were on the date provided, true and correct in all material respects to the best of Consultant's knowledge.
- (e) There is no action, suit or proceeding involving Consultant, or no existing events or circumstances that could, individually or collectively, reasonably be expected to materially adversely affect Consultant's businesses, operations, assets, properties, or financial stability, or the ability of Consultant to perform fully its obligations under and as contemplated by this Agreement.
- (f) There is no claim, action, suit, arbitration, mediation or proceeding at law or in equity, or before or by any Governmental Authority that is pending against Consultant that could reasonably be expected to have a material adverse effect (i) on the transactions contemplated by this Agreement; (ii) the validity or enforceability of this Agreement; or (iii) Consultant's ability to perform fully the Services and Work.
- (g) This Agreement has been entered into by Consultant following its own independent investigation, examination and due diligence with respect to the subject matter hereof without any representation or warranty (whether express or implied, in fact or in law) by or on behalf of the Authority except as otherwise specifically provided herein.
- (h) Under penalties of perjury, the Consultant has filed all State tax returns and has paid all State taxes required under law and has complied with the State of Connecticut's worker's compensation laws.
- (i) Consultant has substantial expertise and experience in the Services as contemplated hereunder and it is fully qualified to perform the Services and Work in accordance with the terms of this Agreement.
- (j) Consultant has a valid agreement for its Subcontractors, as may be applicable and represents and warrants that such agreements conform and incorporate the terms of this Agreement and required and are enforceable by the Authority.
- (k) Consultant has full approvals, registrations, certificates and permits under Law and Regulation for the conduct of its business and the Services and shall continue to maintain all such approvals, registrations, certificates, and permits through the term of this Agreement.

[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
Duly Authorized

[CONSULTANT]

By: _____

[Print/Type Name]
Its _____ [Title]
Duly Authorized

SCOPE OF WORK

[RFP Note: In the final agreement, the Authority will detail the scope of work for each task specified below based upon i. The tasks as specified in the RFP (including any addenda thereto). ii. the Consultant's Proposal and Project Approach specified therein (per Section I.G.5 of the RFP), and iii. any negotiations between the Authority and the Consultant, after submittal of Consultant's Proposal.]

Task 1 - Existing Environmental Conditions

Task 2 - Conceptual Site Considerations

Task 3 - Potential Future Uses

Taks 4 - Environmental Needs and Knowledge Necessary for Potential Future Uses.

Task 5 - Study conduct and deliverables

STUDY SCHEDULE

[RFP Note: In the final agreement, the Authority will add additional schedule detail for each task specified below based upon i. the Study Schedule that Consultant included in their Proposal (per Section I.G.6 of the RFP), and ii. any negotiations between the Authority and the Consultant, after submittal of Consultant's Proposal.]

Task 1 - Existing Environmental Conditions

Task 2 - Conceptual Site Considerations

Task 3 - Potential Future Uses

Taks 4 - Environmental Needs and Knowledge Necessary for Potential Future Uses.

Task 5 - Study conduct and deliverables

COMPENSATION SCHEDULE

[RFP Note: In the final agreement, the Authority will add additional pricing and compensation detail for each task specified below based upon i. Scope of Work as detailed in Exhibit A and Schedule as detailed in Exhibit B, ii. the Financial information that Consultant included in their Proposal (per Section I.G.7 of the RFP), and iii. any negotiations between the Authority and the Consultant, after submittal of Consultant's Proposal.]

Task 1 - Existing Environmental Conditions

Task 2 - Conceptual Site Considerations

Task 3 - Potential Future Uses

Taks 4 - Environmental Needs and Knowledge Necessary for Potential Future Uses.

Task 5 - Study conduct and deliverables



REQUEST FOR ADDITIONAL SERVICES

[DATE]

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

**Re: Agreement for South Meadows Redevelopment Environmental Considerations
Study
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 “Agreement for South Meadows Redevelopment Environmental Considerations Study” dated July __, ____ 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
Agreement for South Meadows Redevelopment Environmental Considerations Study
dated _____, ____.

[CONSULTANT NAME]

By: _____
Title: _____

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.

ORIGINAL

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

REVISION 1

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

MONTHLY BILL FORMAT

Name of Consultant:	
Contract Number:	
Billing Period:	
Purchase Order Number:	[Note: For accounting purposes, the Authority may issue a Purchase Order for the Services under the Agreement which should be included here in any monthly bill]
Request For Additional Services Number:	[Note: If any Additional Services are requested by the Authority, each additional Request will be assigned an independent number which should be included here in any monthly bill]

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

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

Subtotal for Task (Insert Task Number)	
---	--

TOTAL (Insert billing period for which bill is being submitted)	
--	--

EXHIBIT G:
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



PROPOSAL FORM

RFP NUMBER: 24-AUTH-004

CONTRACT FOR: The South Meadows Redevelopment Considerations Study

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, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance as specified in Section I.J. of the RFP..

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.G.8 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 G of the Agreement);
 - iii. Execute and deliver to the Authority the Campaign Contribution Certification [OPM Form 1](Exhibit H 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 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.

5. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Proposal, Proposer acknowledges and agrees that Proposer shall not use any information made available to it or obtained in any examination made by it in connection with this RFP in any manner as a basis or grounds for a claim or demand of any nature against 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.

6. 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.

7. 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.

8. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this Proposal, the Proposer, together with any affiliates or related persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the 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.

9. PROPOSER’S REPRESENTATIONS CONCERNING RFP FORMS

By submission of this Proposal, the Proposer, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of 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.

10. PROPOSER’S WAIVER OF DAMAGES

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

- (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.

11. ACKNOWLEDGEMENTS REGARDING AGREEMENT PROVISIONS

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

- (a) Affirmation regarding Nondiscrimination as Specified in Section II.A. of the RFP;

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

12. ATTACHMENTS

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

- (a) The Proposer's Cover Letter as specified in Section I.G..2 of the RFP
- (b) The Proposer's Background and Experience Narrative as specified in Section I.G.4 of the RFP
- (c) The Proposer's Project Approach as specified in Section I.G.5 of the RFP
- (d) The Proposer's proposed Study Schedule as specified in Section I.G.6 of the RFP
- (e) The Proposer's Financial Proposal as specified in Section I.G.7 of the RFP
- (f) The Proposer's Business Exceptions, if any, as specified in Section I.G.8 of the RFP
- (g) 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 F);
- (h) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (RFP Attachment G);
- (i) A copy of the Proposer's and each proposed Sub Consultant's up-to-date certificate of insurance showing all coverages required by Article 6 of the Agreement; and
- (j) 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 Financial Proposal

13. PROPOSER INFORMATION AND NOTICES

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

Proposer Entity/Firm Name:			
Federal Employer ID Number (FEIN):			
Central Office/ 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"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Public Entity <input type="checkbox"/> Other	
State in Which Entity is Legally Organized:			
Proposer Contact:			
Title:			
Telephone Number:			
Fax Number:			
E-Mail Address:			

14. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 20 ____

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



BACKGROUND QUESTIONNAIRE

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

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

	Yes	No
<p>1. Has the Contractor or any of the following ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 1B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 1B, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 1B, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

<p>2. Has the Contractor or any of the following ever been the subject of a civil investigation¹?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor. <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 3B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

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

<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a civil investigation¹?</p> <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



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

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

	Yes	No
1. Is the Contractor an Individual? <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? ¹	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a Minority Owned Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4.</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? ¹	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? ² <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5.</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

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

SCHEDULE A CRITERIA FOR A SMALL BUSINESS ENTERPRISE (SBE)

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

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