



Dissolution Authority

**REQUEST FOR QUALIFICATIONS  
For  
ON-CALL  
TEMPORARY STAFFING SERVICES  
(RFQ Number 24-AUTH-006)**

MIRA Dissolution Authority  
300 Maxim Road  
Hartford, Connecticut 06114

## TABLE OF CONTENTS

- I. Request for Qualifications:
  - A. Background and Scope
  - B. RFQ Projected Timeline
  - C. Notice of Interest
  - D. Availability of RFQ
  - E. SOQ Contents
  - F. SOQ Submittal Procedures
  - G. SOQ Opening
  - H. SOQ Open and Subject to Acceptance
  - I. SOQ Evaluation
  - J. Contract Award
  - K. Affidavit Concerning Consulting Fees
  - L. Contractor's Certification Concerning Gifts
  
- II. Notifications, Acknowledgements and Certifications
  - A. Nondiscrimination
  - B. Connecticut Campaign Contribution And Solicitation Limitations
  - C. Contractor's Representation concerning Consulting Agreements
  - D. Contractor's Representation Concerning Gifts
  - E. The Authority President's Representation Concerning Gifts
  - F. Contractor's Representation Regarding Iran Energy Investment
  
- III. Additional Terms and Conditions:
  - A. Definitions
  - B. Binding Effect
  - C. Authority Reserved Rights
  - D. Communications With Authority Staff and Board Members
  - E. Addenda And Interpretations
  - F. Modification or Withdrawal of A SOQ
  - G. SOQ Preparation and Other Costs
  - H. Respondent's Qualifications
  
- IV. Attachments and Forms
  - 1. Temporary Staffing Services Agreement
  - 2. Statement of Qualifications Form
  - 3. SOQ Price And Payment Rate Schedule Form
  - 4. Background Questionnaire
  - 5. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety

## I. Request for Qualifications:

### A. Background and Scope

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

The Authority’s primary focuses are to:

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

Via this Request For Qualifications (“RFQ”) the Authority is requesting Statements of Qualifications (“SOQs”) from qualified firms or individuals (each a “Respondent”) interested in providing certain on-call temporary staffing services to the Authority for the two-year period from July 1, 2024 through June 30, 2026.

The Authority is a small organization whose existing staff are primarily a combination of managers; professional/technical/engineering staff; finance & accounting staff; administrative support staff; and scale operator/enforcement staff. The Authority’s staff is from time to time augmented by temporary staff provided by staffing services firms and who may have, but are not guaranteed to have a pathway to full-time employment with the Authority.

SOQs will be accepted by the Authority from qualified Respondents for the following categories of Temporary Staffing Services, which are more fully detailed in Exhibit A of the form of Agreement included as Attachment 1 of this RFQ, which the Authority may use on an on-call, as-needed basis during the Term (note: the Authority makes no assertions inferred or implied that it will use any of the human resources consulting or temporary staffing services during the Term):

(a) Temporary Staffing Services – Professional and Administrative;

- Temporary staffing during period of existing staff extended illness or absence.
- Temporary staffing with potential for temp-to-hire to replace existing staff in the event of an employee resignation or termination.

- Temporary additional accounting or professional staffing for a specific project.
- (b) Facility/Scale house Based Staff And Temporary Operations Labor;
- Temporary scale house and enforcement staff who work in operational facilities and locations other than the headquarters and administrative offices. Temporary staffing with potential for temp-to-hire.
  - Temporary laborers for a specific project.
  - General facility maintenance and operations support.
- (c) Management-level staffing

Respondents may submit SOQs for any one, all, or a combination of the categories listed above. At its sole and absolute discretion, the Authority may select a respondent for one or more of the above-listed categories for which the respondent submitted an SOQ and the Authority may choose one or more separate respondents for any one or more of the above-listed categories.

Services will be provided only at the specific request of the Authority (pursuant to a request for services and resulting Engagement Confirmation) and will be compensated in accordance with the rates established in the Agreement(s), if any, that results from this RFQ process.

Any agreement(s) resulting from this RFQ will commence July 1, 2024 and continue through June 30, 2026.

**B. RFQ Projected Timeline**

The following is the projected timeline for the RFQ process:

<b>ITEM</b>	<b>DATE</b>
RFQ Documents Available	Monday April 15, 2024
Deadline for Written Questions	3:00 p.m., Wednesday, May 1, 2024
The Authority Response to Written Questions	Thursday May 9, 2024
SOQs Due at the Authority	<b>3:00 p.m., Thursday May 16, 2024</b>
Selection and Notice of Award Issued	Pending approval by the Authority Board of Directors (expected to be presented to the Board for approval at the June 2024 Board Meeting).
Expected Agreement Effective Date	<b>July 1, 2024</b>

**C. Notice of Interest**

Potential Respondents should express their interest in this RFQ by providing their contact information in writing to the Authority as soon as possible following publication of this RFQ. 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  
rguzowski@ctmira.org  
300 Maxim Road  
Hartford, CT 06114**

This notice of interest information should include the full legal name of the interested entity, address of the interested entity, and the following information regarding a contact person(s): name, title, telephone number, and e-mail address.

The Authority will use this notice of interest information to notify the Respondent regarding the availability of addenda and other information related to this RFQ.

**D. Availability of RFQ**

Complete sets of this RFQ and all Attachments may be obtained online at <http://www.ctmira.org> on the “Current Bids, RFP and RFQ” page, under the “Business Links” section of the website. The RFQ and Attachments can be accessed by selecting the link titled: ”RFQ FOR ON-CALL TEMPORARY STAFFING SERVICES”.

The RFQ and all Attachments and forms are in PDF format. Applicable forms are also available for downloading in Microsoft Word format for ease of completion at the same place on the Authority's website where the PDF of the RFQ is located. The Authority encourages firms to make use of the downloaded Word forms.

The RFQ, 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, CT 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." Please note that these available days, times and lead times may be impacted by any pandemic, weather, or other emergency response protocols then in effect.

#### **E. SOQ Contents**

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

1. Title page, including the title of this RFQ, the name of the Respondent and the date the SOQ is submitted;
2. Cover letter, signed by a person authorized to execute the Agreement on behalf of Respondent, which includes the following:
  - The name of the Respondent;
  - The legal structure of the Respondent (e.g., corporation, joint venture, etc.);
  - A clear statement indicating that the SOQ constitutes a firm and binding offer by the Respondent to the Authority considering the terms and conditions outlined in the RFQ;
  - The Respondent's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises;
  - The cover letter should not exceed one page.
3. Table of Contents for the SOQ;
4. Background and Experience Narrative including the following:
  - Describe your firm's experience providing temporary staffing services for quasi-public agencies, governmental enterprise funds, resource recovery entities or other organizations similar to the Authority in the last five years,
  - Listing of the principal individuals within the firm who will be involved in providing the on-Call Temporary Staffing Services for the Authority and

brief description or curriculum vitae of their background and experience in providing such services.

- Provide up to five references for whom Respondent provides services similar to those in its SOQ, including:
  - Client company/agency name, location and brief synopsis of the work performed; and
  - Reference name, title, address, e-mail and phone contact information.

5. Business Exceptions Narrative:

- Identify any exceptions, additions or deletions to the provisions of the Agreement. In each instance, identify the section of the Agreement or Exhibit thereto 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 RFQ.

6. The completed Statement of Qualifications Form attached hereto as Attachment 2;
7. The completed SOQ Price And Payment Rate Schedule Form, attached hereto as Attachment 3;
8. The completed Background Questionnaire attached hereto as Attachment 4 (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
9. The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety attached hereto as Attachment 5 with the Respondent's most recent EEO-1 data attached if the Respondent wishes such data to be considered in the evaluation of its SOQ;
10. A copy of the Respondent's up-to-date certificate of insurance showing all current insurance coverage.

Respondents should not include in their SOQs other portions of the RFQ. A Respondent should not include information that is not directly related to the subject matter of this solicitation.

**F. SOQ Submittal Procedures**

Sealed SOQs shall be submitted as per the schedule set forth in Section I.B of this RFQ to the offices of MIRA Dissolution Authority, 300 Maxim Road, Hartford, Connecticut 06114, Attn:

Roger Guzowski. The Authority reserves the right to reject any SOQs received after the time and date set forth above.

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

The “wet ink” original must contain all original signatures and shall be delivered to the Authority in a sealed envelope that shall be clearly marked “ON-CALL TEMPORARY STAFFING SERVICES” The original SOQ shall be stamped or otherwise marked as such.

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

Unless otherwise identified by Respondent pursuant to Section I.E.5 hereof, the terms and conditions of the Agreement are non-negotiable. The Authority will review and consider any Insurance Exceptions taken by Respondent as part of its SOQ evaluations.

#### **G. SOQ Opening**

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

#### **H. SOQ Open and Subject to Acceptance**

All SOQs shall remain open and subject to acceptance by the Authority for ninety (90) days after the deadline for SOQ submission

#### **I. SOQ Evaluation**

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

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

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

1. Price, including Firm’s markup and default base rates;



2. The Authority's evaluation, in its sole discretion of the Respondent's qualifications, including both the firm and the individuals who have been identified who will be working with the Authority as specified in I.E.4;
3. Reasonableness of any proposed Business Exceptions as specified in I.E.5; and
4. Any other factor or criterion that the Authority, in its sole discretion, deems relevant to such evaluation.

All SOQs will also be rated on the Respondent'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 Respondent's success in implementing an affirmative action plan (see Question 4 of Attachment 5);
2. The Respondent's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive (see Question 5 of Attachment 5);
3. The Respondent's promise to develop and implement a successful affirmative action plan (see Question 4B of Attachment 5);
4. The Respondent'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 Respondent's promise to set aside a portion of the contract for legitimate minority business enterprises.

## **J. Contract Award**

The successful Respondent will be required to execute the On-Call Temporary Staffing Services Agreement attached hereto as Attachment 1 ("Agreement"). The Respondent substantially agrees to all the terms and conditions of this attached Agreement unless otherwise specified as provided in Section I.E.5 hereof.

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

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

**K. Affidavit Concerning Consulting Fees**

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

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

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

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

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

### A. **Nondiscrimination**

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

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

4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a- 68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
  5. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
  6. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- d. Pursuant to Connecticut General Statutes § 4a-60a:
1. The Contractor agrees and warrants that in the performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract

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

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

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

For all state contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this

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

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

Any agreement resulting from this RFQ shall require Consultant to make a representation (the form of which is included as Exhibit F of the form of Agreement included as Attachment 1 of this RFQ) that Contractor either has not entered into any Consulting Agreement for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts; or to disclose the name and basic terms of any such consulting Agreement.

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

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

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

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

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

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, in signing any agreement resulting from this RFQ, the authorized signatory of The Authority shall be required to represent that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

**F. Representation Regarding Iran Energy Investment**

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

- a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Consultant is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

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

#### A. **Definitions**

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

1. Addenda: Written or graphic documents issued prior to the SOQ due date that clarify, correct or change any or all of the Contract Documents.
2. Contract Documents:
  - The Agreement;
  - This RFQ and all Attachments
  - Addenda;
  - Respondent's SOQ (including all documentation attached to or accompanying such SOQ, all other documentation submitted in connection with such SOQ, and all post-SOQ documentation submitted prior to the Notice of Award);
  - Notice of Award; and
  - Any written amendments to the On-Call Temporary Staffing Services Agreement
3. Laws And Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
4. Notice Of Award: Written notification from the Authority to the apparent successful Respondent that states that the Authority has accepted such Respondent's SOQ and sets forth the remaining conditions that must be fulfilled by such Respondent before the Authority executes the Agreement.
5. Property: The certain parcels of real property on which the Authority facilities are located.

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

This Request for Qualifications 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 SOQs and republish this RFQ;
3. Terminate this RFQ 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 RFQ;
8. Request additional evidence or documentation to support the information included in any submittal;
9. Appoint an evaluation committee to review submittals and use the assistance of outside professionals in submittal evaluation;
10. Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
11. Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
12. Enter into any final Agreement which results from this RFQ for which the Authority in its sole and absolute discretion determines to be in its best interest;
13. Enter into a final Agreement with terms that vary from the terms set forth in the Authority's solicitation documents;
14. Contact any of the entities and facilities listed as a reference in any submittal at which Respondent indicated that Respondent performed services similar to those contemplated in this RFQ;
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 SOQ, if such rejection or waiver is deemed in the best interests of the Authority.

**D. Communications With the Authority Staff and Board Members**

Except as otherwise authorized by this RFQ, during the period while the RFQ process is active (i.e., from the date the Authority issues the RFQ until the date the successful Respondent accepts the Notice of Award), contractors contemplating or preparing SOQs are prohibited from contacting the Authority staff or the Authority Board of Director members in an ex parte manner to discuss the RFQ submission process. A contractor's RFQ 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 RFQ that shall, upon issuance, become part of the RFQ and binding upon all potential or actual Respondents. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Respondents. Any request for interpretation or clarification of this RFQ must be submitted in writing to Roger Guzowski by e-mail (rguzowski@ctmira.org), by fax (860-757-7740), or by correspondence (MIRA Dissolution Authority, 300 Maxim Road, Hartford, Connecticut 06114). To be given consideration, any such written request must be received by the Authority by the deadline set forth in Section I.B of this RFQ. Addenda, if any, will be mailed and/or e-mailed to all persons who expressed interest or arranged to pick up this RFQ pursuant to Sections I.C and I.D hereof. Such addenda will also be posted on the Authority's website (<http://www.ctmira.org>) on the

“Business Opportunities” page under the “RFQ FOR ON-CALL TEMPORARY STAFFING SERVICES” heading). Such addenda will be mailed/e-mailed and posted on the website no later than the date set forth in Section I.B of this RFQ.

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

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

**G. SOQ Preparation and Other Costs**

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

**H. Respondent’s Qualifications**

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

# TEMPORARY STAFFING SERVICES AGREEMENT

## CONTENTS

<b>PRELIMINARY STATEMENT .....</b>	<b>2</b>
<b>1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION.....</b>	<b>3</b>
1.1 Definitions .....	3
1.2 Construction And Interpretation.....	4
<b>2. SCOPE OF SERVICES.....</b>	<b>5</b>
2.1 Temporary Staffing Services .....	5
2.2 Request by Authorized Representative Of the Authority.....	5
2.3 Confirmation of Temporary Staffing Engagement.....	5
2.4 Performance And Completion Of Services .....	6
2.5 Lobbying And Paying Finder's Fees.....	6
2.6 Access .....	6
2.7 Confidential Work Product.....	7
2.8 Restrictions On Parties .....	7
<b>3. COMPENSATION AND PAYMENT.....</b>	<b>7</b>
3.1 Compensation Schedule .....	7
3.2 Bill Format.....	8
3.3 Payment Procedure .....	8
3.4 Accounting Obligations .....	9
3.5 Withholding Taxes And Other Payments .....	9
3.6 State of Connecticut Taxes .....	10
3.7 Audit.....	11
<b>4. TERM OF AGREEMENT .....</b>	<b>11</b>
4.1 Term.....	11
4.2 Termination .....	11
4.3 Records And Documents.....	12
<b>5. INDEMNIFICATION .....</b>	<b>12</b>
5.1 Firm's Indemnity.....	12
<b>6. INSURANCE .....</b>	<b>12</b>
6.1 Insurance .....	12
6.2 Minimum Limits of Insurance.....	13
<b>7. MISCELLANEOUS .....</b>	<b>15</b>
7.1 Entire Agreement.....	15
7.2 Governing Law.....	15
7.3 Assignment .....	15
7.4 No Waiver .....	15
7.5 Modification.....	16
7.6 Notices .....	16
7.7 Binding Effect.....	16
7.8 Severability.....	16
7.9 Whistleblower Protection.....	17
7.10 Counterparts .....	17
<b>8. REPRESENTATIONS AND CERTIFICATIONS.....</b>	<b>17</b>
8.1 Non-Discrimination .....	17
8.2 Small Business Application .....	20

8.3	Iran Energy Investment Certification .....	20
8.4	Consulting Agreements Representation.....	21
8.5	Campaign Contribution And Solicitation Limitations .....	21
8.6	Large State Contract Representation for Contractor.....	22
8.7	Authority Representation Concerning Gifts .....	22
	Exhibit A. Scope Of Services	
	Exhibit B. Engagement Confirmation Form	
	Exhibit C. Rate Schedule	
	Exhibit D. Travel And Expense Policy	
	Exhibit E. Consulting Agreement Representation (if applicable)	
	Exhibit F. OPM Form 1	

This **TEMPORARY STAFFING SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of this 1<sup>st</sup> day of July, 2024 (the “Effective Date”) by and between the **MIRA DISSOLUTION AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 300 Maxim Road, Hartford, Connecticut 06114 (hereinafter “the Authority”) and **[NAME OF TEMPORARY STAFFING FIRM]**, having a principal place of business at **[ADDRESS OF TEMPORARY STAFFING FIRM]** (hereinafter “Firm”).

## **PRELIMINARY STATEMENT**

**WHEREAS**, The Authority was established with the passage of Connecticut Public Act 23-170 (the “Act”) as the successor to the Materials Innovation and Recycling Authority;

**WHEREAS**, The Authority is the owner or lessee of certain pieces and parcels of real property located throughout the State of Connecticut (collectively, the “Properties”) upon which Properties were previously developed various solid waste management and/or disposal facilities (collectively, the “Facilities”), with which the Authority carries out the purposes and responsibilities vested in the Authority by the Act); and

**WHEREAS**, on \_\_\_\_\_, 2024, through a Request for Qualifications (“RFQ”), the Authority invited the submission of proposals for Temporary Staffing Services;

**WHEREAS**, on \_\_\_\_\_, 2024, the Firm submitted a Statement of Qualifications (“SOQ”) in the manner specified in the RFQ, to perform the on-call work as requested in the RFQ;

**WHEREAS**, the Firm has the expertise in providing Temporary Staffing Services on an on-call as-needed basis as is requested in the RFQ;

**WHEREAS**, The Authority now desires to enter into this Agreement with Firm in order to have Firm render certain Temporary Staffing Services for the Authority in accordance with the Contract Documents (the “Work”);

**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 Qualifications due date, which clarify, correct or change any or all of the Contract Documents.

- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), the Authority’s Request For Qualifications for Temporary Staffing Services and any Addenda thereto, Firm’s Statement Of Qualifications (including all documentation accompanying such Statement Of Qualifications), all other documentation submitted in connection with such Statement Of Qualifications, and all post-Statement Of Qualifications documentation submitted prior to the Notice Of Award), Notice Of Award, and any written amendments to any of the Contract Documents.
- (c) **“Effective Date”** means the date set forth above in this Agreement.
- (d) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (e) **“Notice Of Award”** means written notification from the Authority to the apparently successful Statement Of Qualifications submitter which states that the Authority has accepted such submitter’s Statement Of Qualifications and sets forth the remaining conditions that must be fulfilled by submitter before the Authority executes the Agreement.

## 1.2 Construction And Interpretation

For purposes of this Agreement:

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

- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

## 2. SCOPE OF SERVICES

### 2.1 Temporary Staffing Services

The Authority retains Firm to upon request provide certain temporary staff to The Authority as detailed in **Exhibit A** attached hereto and made a part hereof (collectively, the “Services”) and as identified as the following categories:

*[to be inserted by the Authority]*

### 2.2 Request by Authorized Representative Of the Authority

Firm will only perform 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 Firm by the President. Any Services performed at the request of anyone who is not an Authorized Representative shall not be paid for by the Authority.

Upon a request for temporary staff by an Authorized Representative of the Authority, Firm will begin identifying candidates and presenting such to the Authority. The Authority and Firm shall from time to time mutually agree on the method and manner of performing such Services.

### 2.3 Confirmation of Temporary Staffing Engagement

When the Authority has agreed through an Authorized Representative to engage a temporary staff candidate presented to it by the Firm, the Authority and Firm will execute an Engagement Confirmation Form in accordance with the format of **Exhibit B** attached hereto and made a part hereof (an “Engagement”). Such form will detail the anticipated duration of the Engagement, the name of the selected candidate (“Temp”), the nature of the work to be performed by the Temp, the agreed hourly rate in accordance with the Compensation Schedule attached hereto and incorporated herein as **Exhibit C**, the distribution of hours within the duration of the Engagement (e.g. hours per week, hours per month, etc.), any ancillary fees related to the Engagement including those governed by the Authority’s Travel and Expense Policy attached hereto and incorporated into the Agreement as **Exhibit D**, and any other information relevant to the engagement. Temp shall at all times remain an employee of Firm subject to Firm’s personnel employment policies and procedures including disciplinary procedures. Temp shall be fully compensated by firm and shall not be entitled to

any salary or benefit paid by the authority. The Authority may terminate the engagement of any Temp at any time for any reason including but not limited to convenience upon notice to Firm.

## **2.4 Performance And Completion Of Services**

Firm agrees to perform the Services as an independent contractor, consistent with:

- (a) Any and all instructions, guidance and directions provided by the Authority to Firm;
- (b) The Contract Documents;
- (c) The terms of any Engagement
- (d) Sound temporary staffing practices;
- (e) The highest prevailing applicable professional level of care and skill exercised by members of the temporary staffing field practicing under similar conditions and circumstances;
- (f) All Laws And Regulations; and
- (g) 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.”

## **2.5 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, Firm shall not provide the Authority any lobbying services, or receive, pay, or distribute any finder’s fees under this Agreement.

## **2.6 Access**

In the event of a successful engagement, the Authority will provide the engaged Temp with access to any Facility or Property that the Authority, in its sole discretion, believes that the Temp requires in order to complete the terms of the engagement, provided that:

- (a) Neither Temp nor Firm shall interfere with any other operations or activities being conducted at such Facility or on such Property by either the Authority or any other person or entity;
- (b) Temp and Firm shall directly coordinate with an Authorized Representative of the Authority (as hereinafter defined) on such access; and



- (c) Firm is in compliance with all of the terms and conditions of this Agreement.

The Authority reserves the right to revoke the access granted to Temp or Firm herein if either Temp or Firm fails to comply with any of the foregoing conditions of access.

## **2.7 Confidential Work Product**

Firm and Temp shall not use, publish, distribute, sell or divulge any information obtained from the Authority by virtue of this Agreement for its 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 Firm or Temp while performing Services under this Agreement shall be owned solely and exclusively by the Authority and cannot be used by Firm or Temp 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, Firm and Temp acknowledges that the Authority is subject to the Connecticut Freedom of Information Act and the Authority must disclose certain documents in accordance with said Act.

## **2.8 Restrictions On Parties**

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

Firm shall be paid by the Authority for the services rendered and expenses incurred under this Agreement in accordance with the Terms of any Engagement as set forth in Section 2.3 of this Agreement.

Any hours worked by any Temp as part of an Engagement and any authorized travel or expense costs incurred by the Temp shall be approved by an Authorized Representative of the Authority prior to the Firm invoicing the Authority for those hours worked.

If authorized in advance by an Authorized Representative of the Authority as part of an Engagement, 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 D**, except that Firm will be deemed to have met the Authority's "Receipt" requirements of such document if Firm provides to the Authority with each billing

- (a) Receipts for all items greater than or equal to \$25 and

- (b) Copies of the Firm's expense forms itemizing expenses incurred in providing Services to the Authority.

Disbursements will be reimbursed at the Firm's cost.

Firm 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**

Firm shall render a bill to the Authority each month in a form acceptable to the Authority 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 Temp 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 Temp itemized in quarter-hour (i.e. 15 minute) increments by the time spent at working at each Authority Facility;
- (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 purchase order and or Engagement number to be charged; and
- (g) The contract number for this Agreement (to be provided by the Authority).

Firm shall not carry forward balances. If a previous bill is unpaid, Firm 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.

### **3.3 Payment Procedure**

If the Authority determines, in its sole discretion, that

- (a) The Services for which Firm is requesting payment have been properly performed and completed in conformance with the Standards,
- (b) Firm is not in default hereunder,
- (c) the Authority does not dispute the amount of the payment requested, and

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

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

If, however,

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

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

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

### **3.4 Accounting Obligations**

Firm shall maintain books and accounts of the costs incurred by Firm 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 Firm or Temp, nor be withheld from payment to Firm 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 Firm or Temp, or any of Firm's employees or sub-consultants. Firm 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 Firm 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 Firm's status hereunder is determined to be other than that of an independent contractor.

### **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 consumed in the operation of a the Authority Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Firm shall not include in the fees, and Firm 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 Firm 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.

Firm 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 Firm 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.

Firm and the Authority agree that Firm is and shall act as an independent contractor. Notwithstanding Firm's status as an independent contractor, but without limiting Firm'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 Firm 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 Firm. Upon reasonable notice from the Authority, Firm agrees to allow the Authority to audit Firm's files pertaining to the Firm's Temps assigned to the Authority. Any such audit will be conducted on Firm's premises and Firm will be expected to produce any pertinent file information requested including Firm's and Temp's time and expense records.

For an audit, Firm shall provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries;
- (b) Each Temp's time slips and original bills related to any Engagement; and
- (c) A detailed explanation of Firm'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, unless otherwise terminated in accordance with the terms hereof, on June 30, 2026.

### **4.2 Termination**

This Agreement may be terminated by either the Authority or Firm upon at least thirty (30) days advance written notice, except that Firm shall have no right to terminate until all Services have been completed to the satisfaction of the Authority.

Upon receipt of such written notice from the Authority, Firm 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 4.2,

- (a) the Authority shall pay Firm for all Services performed by Firm prior to the termination date, provided:
  - (1) the Authority has determined that such Services have been performed by Firm in conformance with the Standards;
  - (2) Payment for such Services has not been previously made or is not disputed by the Authority;

- (3) Firm is not in default hereunder; and,
- (4) Firm has performed all its obligations under this Section 4.2 to the Authority's satisfaction.

(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 Firm in any other manner whatsoever in the event the Authority exercises its right to terminate this Agreement.

#### **4.3 Records And Documents**

Firm 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. Firm's obligations under this Section 4.3 shall survive the termination or expiration of this Agreement.

### **5. INDEMNIFICATION**

#### **5.1 Firm's Indemnity**

Firm 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 and all liabilities, actions, claims, damages losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damages to property or other damages alleged to have been sustained by: (a) the Authority or any of its directors, officers, agents or employees, or (b) Firm or any of its directors, officers, employees, agents or sub-consultants, or (c) any other person, to the extent any such injuries, damages or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Firm or any of its directors, officers, employees, agents, sub-consultants or Temp. Firm further undertakes to reimburse the Authority for damages to property of the Authority caused by Firm or any of its directors, officers, members, partners, employees, agents sub-consultants, or Temp. The existence of insurance shall in no way limit the scope of this indemnification. Firm'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, Firm shall, at its sole cost and expense, procure and maintain the insurance coverages described below for claims which may arise from or in connection with the work set forth in the scope of services hereunder (the

“Services”) performed by the Firm and those for whom they are legally responsible.

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

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

**6.2 Minimum Limits of Insurance**

Firm 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. \$500,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
  - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers’ Compensation: Statutory limits.
4. Employer’s Liability:

- a. \$500,000 Each Accident
  - b. \$500,000 Disease – Policy Limit
  - c. \$500,000 Disease – Each Employee
5. Excess/Umbrella Liability:
- a. \$5,000,000 Each Occurrence/Aggregate; schedule the General Liability, Automobile Liability, and Employers Liability and follow form with the underlying terms.
6. Professional Liability
- a. \$1,000,000 Each Claim

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

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

(b) Other Insurance Provisions

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

1. the Authority, its subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Firm:
  - a. Commercial General Liability
  - b. Automobile Liability
2. The Firm 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](mailto:riskmanager@ctmira.org), or by correspondence to the Authority, 300 Maxim Road, Hartford, Connecticut 06114.
3. The Firm should waive (and require their insurers to waive) subrogation rights against the Authority for losses and damages incurred under the insurance policies required by this Agreement.
4. The Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



(c) Acceptability of Insurance

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

(d) Verification of Coverage

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

(e) Subcontractors

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

## **7. MISCELLANEOUS**

### **7.1 Entire Agreement**

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

### **7.2 Governing Law**

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

### **7.3 Assignment**

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

### **7.4 No Waiver**

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of the Authority or Firm thereafter to enforce such provision or to exercise any right

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

**7.5 Modification**

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

**7.6 Notices**

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

(a) If to the Authority:

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

(b) If to Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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 Firm 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 Firm takes or threatens to take any personnel action against any employee of the Firm 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 Firm 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 Firm shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state contractors.

## **7.10 Counterparts**

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

# **8. Representations and Certifications**

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

## **8.1 Non-Discrimination**

a. For purposes of this Section, "Contractor", "contractor" and "Firm" shall have the same meaning, "Contract", "contract" and "Agreement" shall have the same meaning and other otherwise undefined terms have the meaning ascribed to them in Connecticut General Statutes § 4a-60g.

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

1. The Contractor agrees and warrants that in the Performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability

prevents Performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the "Commission");
  3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a- 68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
  5. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
  6. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency

project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

1. The Contractor agrees and warrants that in the performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
3. the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes §46a-56; and
4. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.

e. The Contractor shall include the provisions of subsection (d) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for

noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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



## 8.2 Small Business Application

At the request of the Authority and if Firm qualifies, Firm 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 Firm is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

#### 8.4 Consulting Agreements Representation.

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

[select response below by initialing]

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

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

For purposes of this Consulting Agreements Representation "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

#### 8.5 Campaign Contribution And Solicitation Limitations

For all state contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, by signing this agreement, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_10\\_final.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf). The Contractor makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto as **Exhibit F**.

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

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

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

## **8.7 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.

[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 Daley  
Its President and CFO  
Duly Authorized

[FIRM]

By:

\_\_\_\_\_  
\_\_\_\_\_  
[Print/Type Name]  
Its \_\_\_\_\_ [Title]  
Duly Authorized

## **SCOPE OF SERVICES**

The following are the categories of Human Resources Consulting and Staffing Services for which the Authority may utilize the Consultant during the term of the Agreement.

### **1. Temporary Staffing - Professional and Administrative**

Consultant will be required to provide to the Authority temporary staffing services for a wide range of positions, primarily located in the Authority's headquarters or other administrative offices, upon the Authority's request, including, but not limited to, the following positions:

- (a) Administrative/Secretarial/Clerical
- (b) Accountant
- (c) Professional-level finance and accounting employees
- (d) Professional-level technical, engineering and/or IT employee
- (e) Managerial-level employee.

### **2. Temporary Staffing – Laborers and Operators**

Consultant will be required to provide to the Authority temporary staffing services for operational positions, primarily located in the Authority's scalehouses, transfer stations, or other Authority facilities including:

- Scale and Enforcement Officers – weigh scale operators who work primarily in truck scalehouses at the Authority's various facilities and who may be required to perform other inspection or enforcement duties. These are temporary or temp-to-hire to augment existing Authority staff or to fill vacancies among existing Authority staff.
- Temporary operations staff and laborers: Although the Authority's facilities are typically operated by contracted operators, in the event that the Authority found it necessary or advantageous to directly oversee a portion of one or more of its facility operations, Consultant may be called upon by the Authority to provide certain temporary labor positions, including but not limited to:
  - (a) Waste and recycling sorters/manual laborers
  - (b) Forklift Operators
  - (c) Loader Operators



**ENGAGEMENT  
CONFIRMATION FORM**

[DATE]

[NAME OF TEMP SERVICES FIRM]  
 Attn: [NAME OF CONTACT FOR TEMP SERVICES FIRM]  
 [ADDRESS 1 OF TEMP SERVICES FIRM]  
 [ADDRESS 2 OF TEMP SERVICES FIRM]

**Re: Temporary Staffing Services Agreement  
 Engagement Confirmation Form**

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

This Confirmation will authorize you to provide temporary staffing to the MIRA Dissolution Authority (“the Authority”) of the individual (“Temp Employee”) designated below for the Engagement Term specified below at the rates specified below in accordance with the terms and conditions of the “Temporary Staffing Services Agreement”, dated \_\_\_\_\_, 2024 between MIRA Dissolution Authority (“The Authority”) and you, and any additional terms and conditions specified in this Confirmation.

Temp Employee Name (“Temp”)	
Classification/title (if applicable)	
Engagement Term/Duration	
Default hourly rate paid to Temp Employee	
Addition Firm Markup %	
Total Hourly Rate <small>THR = Default Hourly Rate + (Default Hourly Rate x Additional Markup %)</small>	
Hourly work detail <small>(e.g. hours per week and/or Total Hours during Engagement Term)</small>	
Tasks to be performed by Temp	
Name of Authority staff who will supervise day-to-day activities of Temp	

The details set forth in this Engagement Confirmation Form will become a part of the above-referenced Agreement and will be incorporated therein, as an amendment, upon your acceptance of this Confirmation.

Sincerely,

MIRA DISSOLUTION AUTHORITY

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

Accepted and agreed to under the terms of the  
Temporary Staffing Services Agreement  
dated \_\_\_\_\_, 2024.

[TEMP STAFFING FIRM NAME]

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

STANDARD FORMAT

## **RATE SCHEDULE**

[The Rate Schedule will be added to the final Agreement by the MIRA Dissolution Authority based on the successful SOQ Submitter's Rate Schedule Form (that was submitted with the successful Submitter's SOQ) as such may be modified in subsequent negotiations with the Authority prior to the execution of an Agreement.]

## **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**

## TABLE OF CONTENTS

1.	GENERAL STATEMENT .....	1
2.	APPROVALS .....	1
3.	TRANSPORTATION .....	1
3.1	Rental Automobile.....	2
3.2	Business Use Of Employee’s Car.....	2
3.3	Air Travel.....	3
3.4	Taxis .....	3
3.5	CRRA Owned Automobiles .....	4
4.	MEALS .....	4
5.	LODGING.....	4
6.	INCIDENTALS .....	4
7.	PERSONAL EXPENSES .....	4
8.	OTHER BUSINESS EXPENSES .....	4
9.	EXPENSE REPORTING .....	5
10.	RECEIPTS .....	5
11.	EXCEPTIONS .....	5



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

### **1. GENERAL STATEMENT**

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

### **2. APPROVALS**

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

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

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

### **3. TRANSPORTATION**

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

### **3.1 Rental Automobile**

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

#### **3.1.1 Insurance**

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

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

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

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

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

#### **3.2.1 Reimbursement Rate**

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

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

### **3.2.2 Mileage Calculation**

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

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

### **3.2.3 Tolls/Parking**

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

## **3.3 Air Travel**

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

## **3.4 Taxis**

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

### **3.5 CRRA Owned Automobiles**

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

#### **4. MEALS**

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

#### **5. LODGING**

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

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

#### **6. INCIDENTALS**

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

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

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

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

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

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

CRRA will not reimburse the cost of home entertaining.

## **9. EXPENSE REPORTING**

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

## **10. RECEIPTS**

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

Original receipts are required for all entertainment.

## **11. EXCEPTIONS**

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

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### **ORIGINAL**

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

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### **REVISION 1**

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

**EXHIBIT E:**  
**CONSULTING AGREEMENTS REPRESENTATION**

Pursuant to section 4a-81 of the Connecticut General Statutes, the Consultant represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

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

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

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

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

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

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

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

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

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

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

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

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



# STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

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

### INSTRUCTIONS:

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

#### Check One:

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

### CAMPAIGN CONTRIBUTION CERTIFICATION:

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

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

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



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

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

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

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

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

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

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





STATEMENT OF QUALIFICATIONS FORM

RFP NUMBER: 24-AUTH-006
CONTRACT FOR: Temporary Staffing Services
PROPOSALS SUBMITTED TO: the Authority Dissolution Authority (the "Authority")
300 Maxim Road
Hartford, Connecticut 06114

1. CATEGORY(IES) OF SERVICES FOR WHICH STATEMENT OF QUALIFICATIONS SUBMITTED

In the table below, place a check mark in the box for each Category Of Services for which the entity submitting this Statement Of Qualifications ("SOQ") wishes to be considered. (The Scope Of Services for each Category is described in Exhibit A of the Agreement and should be consulted before checking the box for any Category Of Services.)

Table with 2 rows and 2 columns. Row 1: [checkbox] Temporary Staffing Services – Professional and Administrative. Row 2: [checkbox] Temporary Staffing Services – Operations Staff, Laborers and Operators.

2. DEFINITIONS

Unless otherwise defined herein, all terms that are not defined and used in this Statement Of Qualifications Form shall have the same respective meanings assigned to such terms in the Contract Documents.

3. TERMS AND CONDITIONS

The undersigned (the "Respondent") accepts and agrees to all terms and conditions of the Request For Qualifications, the Agreement and any Addenda to any such documents. This SOQ shall remain open and subject to acceptance for ninety (90) days after the SOQ due date.

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

- negotiate the contract in good faith (The Authority reserves the right to limit any negotiations to Business Exceptions included in Responden’s Statement of Qualifications [as specified in Section I.E.5 of the RFQ]);
- 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 Respondent, Respondent 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 E of the Agreement);
  - iii. Execute and deliver to the Authority the Campaign Contribution Certification [OPM Form 1](Exhibit F 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.

#### **4. RESPONDENT’S OBLIGATIONS**

Respondent proposes and agrees, if this SOQ is accepted by the Authority and the Authority issues a Notice Of Award to Respondent, to the following:

- (a) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this SOQ and in accordance with the terms and conditions of the Contract Documents and Agreement; and

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

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

In submitting this SOQ, Respondent represents that:

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

Addendum Number	Date Issued

- (b) Without exception the SOQ is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Respondent 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) Respondent has studied and carefully correlated Respondent’s knowledge and observations with the Contract Documents and such other related data;
- (e) Respondent has given the Authority written notice of all conflicts, errors, ambiguities and discrepancies that Respondent has discovered in the Contract Documents and the written resolutions thereof by the Respondent are acceptable to Respondent;
- (f) If Respondent has failed to promptly notify the Authority of all conflicts, errors, ambiguities and discrepancies that Respondent has discovered in the Contract Documents, such failure shall be deemed by both Respondent and the Authority to be a waiver to assert these issues and claims in the future;
- (g) Respondent is aware of the general nature of work to be performed by the

Authority and others that relates to the Services for which this SOQ is submitted;  
and

- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Respondent of all terms and conditions for performing, furnishing and completing the Services for which this SOQ is submitted.

## **6. RESPONDENT'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

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

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

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

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

In submitting this SOQ, Respondent:

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

## 9. RESPONDENT'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

- (a) The prices in the SOQ have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
- (b) Unless otherwise required by law, the prices that have been quoted in this SOQ have not, directly or indirectly, been knowingly disclosed by the Respondent prior to "opening" to any other person or company;
- (c) No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit, or not to submit, a SOQ for the purpose of restricting competition;
- (d) The Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham SOQ; and
- (e) Respondent has not sought by collusion to obtain for itself any advantage for the Services over any other Respondent for the Services or over the Authority.

## 10. RESPONDENT'S REPRESENTATIONS CONCERNING RFQ FORMS

By submission of this SOQ, the Respondent, together with any affiliates or related business entities or persons, the guarantor and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFQ Package Documents that are submitted to the Authority as part of its SOQ are identical in form and content to the preprinted forms in the RFQ Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

## 11. RESPONDENT'S WAIVER OF DAMAGES

Respondent and all its affiliates and subsidiaries understand that by submitting a SOQ, Respondent is acting at its and their own risk and Respondent 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 SOQs by the Authority or any of its directors, officers, employees or authorized agents;

- (b) Any agreement entered into for the Services (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

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

In submitting this Statement Of Qualifications, Respondent is noticed and acknowledges that any agreement resulting from this RFQ 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 RFQ;
- (b) Connecticut Campaign Contribution and Solicitation Limitations as specified in Section II.B. of the RFQ;
- (c) Contractor's Representation regarding Consulting Agreements as specified in Section II.C. of the RFQ;
- (d) Contractor's Certification Concerning Gifts as specified in Section II.D. of the RFQ;
- (e) MIRA President's Representation Concerning Gifts as specified in Section II.E of the RFQ; and
- (f) Contractor's Representation Regarding Iran Energy Investment as specified in Section II.F. of the RFQ

## **13. ATTACHMENTS**

The following documents are attached hereto and made a part of this Statement Of Qualifications:

- This SOQ Form, completed in its entirety and signed by the Respondent (RFQ Attachment 2);
- All of the requisite narratives Specified in Section I.E. of the RFQ
- The completed Payment Rate Schedule Form (RFQ Attachment 3);
- Background Questionnaire (RFQ Attachment 4);
- Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety (RFQ Attachment 5);

**14. RESPONDENT INFORMATION AND NOTICES**

The information below represents the Respondent’s entity information as recorded with the applicable Secretary of State. Communications concerning this Statement Of Qualifications should be addressed to Respondent at the address set forth below.

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

**15. ADDITIONAL REPRESENTATION**

Respondent hereby represents that the undersigned is duly authorized to submit this Statement of Qualifications on behalf of Respondent.

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

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





## RATE SCHEDULE FORM – TEMPORARY STAFFING SERVICES

MIRA seeks qualified firms to provide temporary staffing services for a wide range of positions. Please submit your hourly rates paid to the temporary employee, additional markup paid to the Respondent's firm, and Respondent's conversion fees (if applicable) for the following sample positions:

### SECTION 1: OFFICE-BASED STAFF

The employees contemplated in this Section 1 would be primarily based in MIRA's headquarters or other administrative offices. Some field work may be required from time to time (e.g. participating in an equipment inventory audit), but primary position will be in office.

Position	Hourly Rates		Conversion Fee (if temporary engagement results in MIRA hiring an employee to a permanent position)
	Default Hourly Rate Paid to Temp Employee*	Additional Markup paid to Temp Services Firm**	
Accounts Payable Specialist	\$	%	
Customer Accounting and Billing Coordinator	\$	%	
Administrative Assistant	\$	%	
General Accountant	\$	%	
Entry-Level Engineer	\$	%	
Managerial/Specialist-Level Employee	\$ <b>Specific rate to be negotiated as part of an engagement</b>	%	

\*The default hourly rate is the default rate that Respondent will pay the hourly employee it is providing during an engagement for this classification of work. However, the Authority reserves the right to agree to an alternate hourly rate in order to secure a specific candidate or if the Authority believes an engagement otherwise warrants doing so.

\*\*Additional markup paid to temp services firm to include all overhead, profits, payroll costs, worker's comp insurance costs, and all other related costs and profit margins associated with Firm's provision of a temporary employee to the Authority during an engagement.

To avoid confusion the Total Hourly Rate ("THR") that the Authority would pay to Respondent during an engagement is:

$$\text{THR} = \text{Default Hourly Rate} + (\text{Default Hourly Rate} \times \text{Additional Markup } \%)$$

## SECTION 2: FACILITY/SCALEHOUSE-BASED STAFF and TEMPORARY OPERATIONS LABOR

The employees contemplated in this Section 2 would be primarily based in a scale house and/or one or more of the Authority's facilities. Such employees would be primarily in field positions interacting with the Authority's contract operators and/or customers, and may have different insurance costs than those employees in Section 1, though the employees contemplated in this Section 2 would not themselves be performing the work provided by the Authority's contract operators.

Position	Hourly Rates		Conversion Fee (if temporary engagement results in Authority hiring an employee to a permanent position)
	Default Hourly Rate Paid to Temp Employee*	Additional Markup paid to Temp Services Firm**	
Scale Operator/Enforcement Specialist	\$	%	
Scale Operator (limited enforcement role)	\$	%	
Sorters/manual laborers	\$	%	
Forklift Operators	\$	%	
Loader Operators	\$	%	
Managerial/Specialist-Level Employee	\$ Specific rate to be negotiated as part of an engagement	%	

\*The default hourly rate is the default rate that Respondent will pay the hourly employee it is providing during an engagement for this classification of work. However, the Authority reserves the right to agree to an alternate hourly rate in order to secure a specific candidate or if the Authority believes an engagement otherwise warrants doing so.

\*\*Additional markup paid to temp services firm to include all overhead, profits, payroll costs, worker's comp insurance costs, and all other related costs and profit margins associated with Firm's provision of a temporary employee to the Authority during an engagement.

To avoid confusion the Total Hourly Rate ("THR") that the Authority would pay to Respondent during an engagement is:

$$\text{THR} = \text{Default Hourly Rate} + (\text{Default Hourly Rate} \times \text{Additional Markup } \%)$$



**BACKGROUND QUESTIONNAIRE**

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

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

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

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

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

<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a <b>civil</b> investigation<sup>1</sup>?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor.</li> </ul> <p><i>If you answered "Yes" to Question 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> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</li> </ul> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

**CERTIFICATION**

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

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

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

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

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

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

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

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

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



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

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

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

**LIST OF ACRONYMS**

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

**FOOTNOTES**

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

**SCHEDULE A  
CRITERIA FOR A SMALL BUSINESS ENTERPRISE (SBE)**

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

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

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

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

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

**CONNECTICUT GENERAL STATUTES SECTION 46a-68b**

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