



**REQUEST FOR PROPOSALS
("RFP")**

FOR

**INDEPENDENT AUDITING SERVICES
(RFP Number FY15-FA-002)**

PROPOSAL DUE DATE: January 27, 2015

**Materials Innovation and Recycling Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722**

December 15, 2014

REQUEST FOR PROPOSALS
For
INDEPENDENT AUDITING SERVICES
(RFP Number FY12-FA-002)

Materials Innovation and Recycling Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

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 - Exhibit H: Affidavit Concerning Consulting Fees
 - Exhibit I: Contractor’s Certification Concerning Gifts [to be executed by successful proposer]
 - Exhibit J: MIRA President’s Certification Concerning Gifts

**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

SECTION 1

**NOTICE TO FIRMS
REQUEST FOR PROPOSALS**

MATERIALS INNOVATION AND RECYCLING AUTHORITY

NOTICE TO FIRMS REQUEST FOR PROPOSALS (“RFP”)

The Materials Innovation and Recycling Authority (“MIRA”) is a quasi-public entity, a body politic and corporate, created pursuant to Public Act 14-94 as a successor authority to the Connecticut Resources Recovery Authority (“CRRA”) and pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). MIRA has the responsibility for the planning, design, construction, financing, management, operation and maintenance of solid waste disposal, volume reduction, resource recovery facilities, and related facilities considered to be necessary, desirable, convenient or appropriate in carrying out the provisions of the state solid waste management plan.

MIRA is requesting proposals from qualified firms to:

- a. Conduct the annual independent audit of all of MIRA’s basic financial statements for the fiscal years ending June 30, 2015, June 30, 2016 and June 30, 2017; and
- b. to provide project, division or contract - specific Agreed Upon Procedure reports or reviews ("AUPs") on an as needed basis.

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

Any agreement(s) resulting from this RFP will commence April 1, 2015 and continue through March 31, 2018.

RFP package documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **Monday, December 15, 2014**. The documents will also be available Monday through Friday, from 8:30 a.m. to 4:30 p.m. at the offices of MIRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at MIRA’s offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at MIRA’s office. Payment should be made by check payable to “Materials Innovation and Recycling Authority.”

MIRA encourages firms and individuals interested in this RFP to submit a Notice Of Interest Form to MIRA. The Notice Of Interest Form is available on MIRA’s web site along with the other RFP documents. While not mandatory, MIRA will use the information provided on the form to notify prospective proposers about the availability of addenda and other information related to the RFP.

Sealed proposals must be received at the offices of MIRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Tuesday, January 27, 2015. MIRA reserves the right to reject proposals received after the time and date set forth above. All proposals shall remain open for one hundred twenty (120) days after the proposal due date.

Proposals will be opened at MIRA's convenience on or after the proposal due date. Note that all information submitted by a proposer is subject to the Freedom of Information Act.

MIRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. MIRA is committed to complying with 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.

All questions regarding this RFP must be submitted **in writing** to Roger Guzowski, Contract and Procurement Manager, by e-mail (rguzowski@ctmira.org) by fax (860) 757-7742, or by correspondence (MIRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than Thursday, January 15, 2015. Any firm considering submitting a proposal is prohibited from having any communications about this RFP or any resulting contract with any MIRA staff member or MIRA Board member except Mr. Guzowski.

**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

**SECTION 2
INSTRUCTIONS TO PROPOSERS**

INSTRUCTIONS TO PROPOSERS

INDEPENDENT AUDITING SERVICES

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1. Introduction

The Materials Innovation and Recycling Authority (“MIRA”) is a quasi-public entity, a body politic and corporate, created pursuant to Public Act 14-94 as a successor authority to the Connecticut Resources Recovery Authority (“CRRRA”) and pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). MIRA has the responsibility for the planning, design, construction, financing, management, operation and maintenance of solid waste disposal, volume reduction, resource recovery facilities, and related facilities considered to be necessary, desirable, convenient or appropriate in carrying out the provisions of the state solid waste management plan.

MIRA is requesting proposals from qualified firms to:

- a. Conduct the annual independent audit of all of MIRA’s basic financial statements for the fiscal years ending June 30, 2015, June 30, 2016 and June 30, 2017; and
- b. to provide project, division or contract - specific Agreed Upon Procedure reports or reviews ("AUPs") on an as needed basis.

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

Any agreement(s) resulting from this RFP will commence April 1, 2015 and continue through March 31, 2018.

2. RFP Projected Timeline

The following is the projected timeline for the RFP process:

ITEM	DATE
RFP Documents Available	Monday, December 15, 2015
Deadline for Written Questions	3:00 p.m., Thursday January 15, 2015
Response to Written Questions	No Later Than Thursday, January 22, 2015
Proposals Due at MIRA	3:00 p.m., Tuesday, January 27, 2015
Interviews with Selected Proposers	Anticipated to be held Tuesday February 3, 2015 and Wednesday, February 4, 2015.
Expected start date of agreement	April 1, 2015

MIRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline, and further reserves the right to reject any and all proposals and republish this RFP. MIRA also reserves the right, at its sole and absolute discretion, to terminate this RFP process at any time prior to the execution of any Agreement.

3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Independent Auditing Services Agreement (the “Agreement”);
 - (2) RFP Package Documents (defined in (f) below);
 - (3) Addenda;
 - (4) Firm’s Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with

- such Proposal, and all post-proposal documentation submitted prior to the Notice Of Award);
- (5) Notice Of Award; and
 - (6) Any written amendments to the Agreement.
- (c) **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.
- (d) **Notice Of Award:** Written notification from MIRA to the apparent successful proposer(s) that states that MIRA has accepted such proposer's proposal and sets forth the remaining conditions that must be fulfilled by such proposer before MIRA executes the Agreement.
- (e) **Project:** The provision by the successful proposer(s) of independent auditing services and/or AUPs for MIRA in accordance with the Contract Documents.
- (f) **RFP Package Documents:**
1. Notice To Firms – Request For Proposals;
 2. Instructions To Proposers;
 3. Notice Of Interest Form;
 4. Required Proposal Forms (as follows);
 - 4.1. Proposal Form;
 - 4.2. Issues and Questions To Be Addressed Form;
 - 4.3. Proposal Price And Payment Rate Schedule Form;
 - 4.4. Business Information Form
 - 4.5. Personnel Background And Experience Form;
 - 4.6. References Form;
 - 4.7. Questionnaire Concerning Affirmative Action, Small Business Contractors, And Occupational Health And Safety;
 - 4.8. Affidavit of Third Party Fees;
 - 4.9. Business Disclosure Form;
 - 4.10. Affidavit Concerning Nondiscrimination
 - 4.11. Background Questionnaire
 5. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors of Campaign Contribution And Solicitation Ban;
 6. Notice Of Award; and
 7. Independent Auditing Services Agreement, including:
 - Exhibit A: Scope Of Services;
 - Exhibit B: Request For Services Standard Format;
 - Exhibit C: Compensation Schedule;
 - Exhibit D: MIRA's Travel And Expense Policy;

- Exhibit E: SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
- Exhibit F: Affidavit Of Third Party Fees;
- Exhibit G: Affidavit Concerning Nondiscrimination;
- Exhibit H: Affidavit Concerning Consulting Fees
- Exhibit I: Contractor's Certification Concerning Gifts; and
- Exhibit J: MIRA President's Certification Concerning Gifts.

Terms used, but not defined, in this Instructions To Proposers shall have the same respective meanings assigned to such terms in the Agreement.

4. Communications with MIRA Staff and Board Members

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

5. Reserved Rights

MIRA reserves the following rights at its sole and absolute discretion:

- (a) To reject any or all of the proposals, or any part(s) thereof, and/or to waive any informality or informalities in any proposal or the RFP process for this Project;
- (b) To republish this RFP after having rejected any or all of the proposals; and
- (c) To terminate this RFP process at any time prior to the execution of any Agreement.
- (d) To supplement, amend, or otherwise modify or cancel this Request for Proposals with or without substitution of another Request for Proposals;
- (e) To provide supplemental information only to prospective proposers who submit a mandatory Notice of Interest Form; .
- (f) To issue additional or subsequent solicitations for Proposals;
- (g) To conduct investigations of the Proposers and their Proposals;
- (h) To clarify the information provided pursuant to this Request for Proposals;
- (i) To request additional evidence or documentation to support the information included in any Proposal;

- (j) To reject any and all Proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the proposal process for the RFP, if such rejection or waiver is deemed in the best interests of MIRA.
- (k) To, in addition to awarding an agreement for MIRA's annual independent audit for its fiscal years 2015, 2016 and 2017 to a successful proposer, award additional agreements for project, division or contract - specific Agreed Upon Procedure reports or reviews (AUPs) to the same and / or additional successful proposer(s) as specified in Section 3 of the Scope of Services (Exhibit A of the Agreement)
- (l) To terminate this RFP process at any time prior to the execution of any Agreement.

6. Scope Of Services

MIRA is requesting proposals from qualified firms to perform independent auditing services that will include annual audit services and may include project, division or contract - specific Agreed Upon Procedure reports or reviews (AUPs) . The annual audit services shall be compensated on a fixed fee basis. Any AUPs requested by MIRA shall be performed pursuant to a Request For Services and shall be compensated on a time-and-materials basis and pursuant to the cost estimate provisions of the Request For Services.

MIRA is requesting proposals from qualified firms to perform independent auditing services for Fiscal Years 2015, 2016 and 2017. The contract period will be from April 1, 2015 through March 31, 2018.

The Services to be performed under the Agreements are more particularly described in **Exhibit A** of the Agreement. Specific instructions about how the Services are to be performed are included in the Agreements.

7. Availability Of RFP Package Documents

Complete sets of the RFP Package Documents may be obtained on the World Wide Web beginning Monday, December 15, 2015 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFP: Independent Auditing Services" link.

The RFP Package Documents are in PDF format. All of the forms included in the documents are also available for downloading in Microsoft Word format at the same place on MIRA's web site where the PDF of the RFP is located. Prospective proposers can fill the forms out by typing the answers on their computer's keyboard. The forms can then be printed and submitted with the proposal. MIRA encourages firms to make use of the downloaded Word forms.

The RFP Package Documents are also available Monday through Friday, from 8:30 a.m. to 4:30 p.m. at MIRA's offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut

06103-1722, beginning on the same date. Anyone intending to pick up the documents at MIRA's offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at MIRA's office. Payment should be made by check to "Materials Innovation and Recycling Authority."

8. Notice Of Interest

MIRA encourages prospective proposers to submit a Notice Of Interest Form to MIRA as early as they can (Section 3 of the RFP Package Documents). While submittal of a Notice Of Interest Form is not mandatory, MIRA will use the information provided on the forms to notify interested firms about the availability of Addenda and any other information related to this RFP. Instructions for submitting the Form are included on the Form.

9. Addenda And Interpretations

MIRA may issue Addenda to the RFP Package Documents that shall, upon issuance, become part of this package and binding upon all potential or actual proposers for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential proposers. Any request for interpretation or clarification of any documents included in the RFP Package Documents must be **submitted in writing to Roger Guzowski by e-mail rguzowski@ctmira.org, by fax ((860) 757-7742), or by correspondence (MIRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3:00 p.m. on Thursday, January 15, 2015.**

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 8, above) or who picked up or requested from MIRA a printed copy of the RFP Package Documents no later than three (3) business days before the proposal due date. Such addenda will also be posted on MIRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFP: Independent Auditing Services" heading).

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

10. Proposal Submittal Procedures

Sealed proposals shall be submitted no later than 3:00 p.m., Eastern Time, Tuesday, January 27, 2015 at the offices of MIRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Roger Guzowski. MIRA reserves the right to reject proposals received after the time and date set forth above.

Each proposer must submit one (1) original and five (5) copies of its proposal. The original proposal shall be stamped or otherwise marked as such.

Each proposal (the original and five copies) shall be enclosed in a sealed envelope that shall be clearly marked "Proposal For Independent Auditing Services."

Proposals shall remain open and subject to acceptance for one hundred twenty (120) days after the proposal due date.

The terms and conditions of the Agreement (Section 7 of the RFP Package Documents), as attached, are non-negotiable. Any potential proposer that will be unable to execute the Agreement, as attached, should not submit a proposal.

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

11. Proposal Contents

Proposals shall be submitted on forms provided by MIRA as part of the RFP Package Documents, all of which forms must be completed with the appropriate information required and all blanks on such forms filled in.

A proposal must consist of the following and must be in the following order:

- (m) Title page, including the title of the solicitation, the name of the firm and the date the proposal is submitted;
- (n) Cover letter, signed by a person authorized to commit the firm to the contractual arrangements with MIRA, which includes the following:
 - (1) The name of the firm;
 - (2) The legal structure of the firm (e.g., corporation, joint venture, etc.) and the State in which the firm is organized; and
 - (3) A clear statement indicating that the attached proposal constitutes a firm and binding offer by the firm to MIRA considering the terms and conditions outlined in the RFP Package Documents;
- (o) Table of Contents;
- (p) The Proposal Form (Section 4 of the RFP Package Documents), with Addenda, if any, listed in the appropriate place (Page 2), the name and address of the contact for Notices listed in the appropriate place (Page 6) and the completed agreement section (Page 7);
- (q) The completed Proposal Price And Payment Rate Schedule Form (Section 4.3 of the RFP Package Documents);
- (r) The completed Business Information Form (section 4.4 of the RFP Package Documents). Be sure to provide a brief description of the firm, including main businesses, number of employees, number of office and locations, and financial

information. Provide a brief description of the office designated to serve MIRA. Include services available at the office and number of employees. List and discuss your firm's experience with governmental entities, resource recovery entities or auditing for entities similar to MIRA during the past five years;

- (s) The completed Personnel Background And Experience Form (section 4.5 of the RFP Package Documents);
- (t) The completed References Form (Section 4.6 of the RFP Package Documents). Listed clients should be similar in nature to MIRA and the scope of the engagement should be similar to that outlined by the Contract Documents;
- (u) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 4.7 of the RFP Package Documents), with the Proposer's most recent EEO-1 data attached if the Proposer wishes such data to be considered in the evaluation of its Proposal;
- (v) The completed Affidavit Of Third Party Fees form (subscribed and sworn before a Notary Public or Commissioner of the Superior Court) (Section 4.8 of the RFP Package Documents);
- (w) The completed Business Disclosure Form (Section 4.9 of the RFP Package Documents);
- (x) The completed Affidavit Concerning Nondiscrimination (Section 4.10 of the RFP Package Documents), with the Proposer's policies and procedures addressing nondiscrimination attached;
- (y) The completed Proposer's Background Questionnaire (subscribed and sworn before a Notary Public or Commissioner of the Superior Court) (Section 4.11 of the RFP Package Documents);
- (z) A copy of the proposer's up-to-date certificate of insurance showing all current insurance coverage;
- (aa) A copy of the proposer's latest Peer Review.

Proposers should not include in their proposals other portions of the RFP Package Documents (e.g., this Instructions To Proposers or the Agreement).

A proposer may include additional information as an addendum/appendix to its proposal if the proposer thinks that it will assist MIRA in evaluating the proposer's proposal. A proposer should not include information that is not directly related to the subject matter of this solicitation.

12. Proposal Opening

Proposals will be opened at MIRA's convenience on or after the proposal due date.

MIRA reserves the right to reject any or all of the proposals, or any part(s) thereof, and/or to waive any informality or informalities in any proposal or the RFP process for this Project.

13. Proposal Evaluation

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

MIRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. MIRA is committed to complying with 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.

13.1 Evaluation Criteria

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

- (a) Qualifications of the proposer and its personnel, including the experience and availability of day-to-day auditing staff assigned to MIRA and the breadth and depth of other associates and professionals available to provide services to MIRA;
- (b) Familiarity with quasi-public agencies, governmental enterprise funds using the economic resources measurement focus, or resource recovery systems;
- (c) Experience in serving as auditor for clients, including governmental entities and resource recovery entities;
- (d) Demonstrated skill, ability and integrity to perform the Services required by the Contract Documents;
- (e) Team organization and approach, including the ability of the proposer to adequately staff and complete time-sensitive projects and transactions and to interact effectively with MIRA and other professionals involved in MIRA's projects and transactions;
- (f) Price;
- (g) Reputation;
- (h) Responsiveness in a timely manner to MIRA questions and work requests;

- (i) Connecticut presence as evidenced by the number of offices and employees the proposer maintains in Connecticut; and
- (j) Any other factor or criterion that MIRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

13.2 Affirmative Action Evaluation Criteria

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

- (a) The proposer's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 4.7 of the RFP Package Documents));
- (b) The proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 4.7 of the RFP Package Documents));
- (c) The proposer's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 4.7 of the RFP Package Documents)); and
- (d) The proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 10(i) of this Instructions To Proposers).

14. Interviews

MIRA may, at its sole and absolute discretion, decide to interview one or more of the proposers for the Services. If MIRA does decide to interview any proposers, MIRA anticipates that it will conduct such interviews on Tuesday, February 3, 2015 and Wednesday February 4, 2015 at MIRA's offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103.

15. Contract Award

If the contracts are to be awarded, MIRA will issue to the successful Proposer(s) a Notice Of Award within one hundred twenty (120) days after the proposal due date.

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

16. Affidavit Concerning Consulting Fees

Pursuant to *Connecticut General Statutes* Section 4a-81, the apparently successful Bid submitter(s) must submit an affidavit stating that, except as specified in the affidavit, it has not entered into any contract with a consultant in connection with the RFP whereby any duties of the consultant pursuant to the contract require the consultant to pursue communications concerning the business of MIRA, whether or not direct contract with MIRA was expected or made (see Exhibit H of the Agreement).

17. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful Proposer(s) must submit a document certifying that it has not given any gifts to certain individuals between the date MIRA started planning the RFP and the date the Agreement is executed. If the apparently successful Proposer(s) does not execute the Certification, it will be disqualified for the Agreement. The dates between which the Proposer(s) 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 (see Exhibit I of the Agreement).

18. Proposer's Qualifications

MIRA may make any investigation deemed necessary to determine the ability of any proposer to perform the Services required. Each proposer shall furnish MIRA with all such information as may be required for this purpose.

19. Proposal Preparation And Other Costs

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

**REQUEST FOR PROPOSALS
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**SECTION 3
NOTICE OF INTEREST FORM**



NOTICE OF INTEREST FORM

Individuals and firms that have an interest in the Materials Innovation and Recycling Authority (“MIRA”) solicitation listed below are encouraged to submit this Notice Of Interest Form to MIRA as early as they can. Forms should be submitted no later than the date specified below. Request For Bids/Proposals/Qualifications documents and other information released by MIRA related to the solicitation will be directly provided to those firms that have submitted this Form to MIRA by the Form Due Date.

Solicitation:	Independent Auditing Services
RFQ Number:	FY15-FA-002
Form Due Time/Date:	

Provide the following information about the individual/firm and the contact person for the firm.

Name of Individual/Firm:	
Name of Contact Person:	
Title of Contact Person:	
Mailing Address 1:	
Mailing Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

Submit this form to the MIRA contact listed below via e-mail, fax or correspondence as listed below.

MIRA Contact:	Roger Guzowski
E-Mail Address:	<u>rguzowski@ctmira.org</u>
Fax Number:	(860) 757-7742
Correspondence Address:	Materials Innovation and Recycling Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103

**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

**SECTION 4
REQUIRED PROPOSAL FORMS**

Includes:

- Form 1: Proposal Form
- Form 2: Issues and Questions To Be Addressed
- Form 3: Proposal Payment Rate Schedule
- Form 4: Business Information Form
- Form 5: Personnel Background And Experience Form
- Form 6: References Form
- Form 7: Questionnaire Concerning Affirmative Action, etc.
- Form 8: Affidavit of Third Party Fees
- Form 9: Business Disclosure Form
- Form 10: Affidavit Concerning Non-Discrimination
- Form 11: Background Questionnaire



PROPOSAL FORM

PROJECT: General

RFP NUMBER: FY15-FA-002

CONTRACT FOR: Independent Auditing Services

PROPOSALS SUBMITTED TO: Materials Innovation and Recycling Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

1. CATEGORY(IES) OF SERVICES FOR WHICH PROPOSAL SUBMITTED

In the table below, place a check mark in the box for each Category Of Services for which your firm wishes to be considered. (The Scope Of Services for each Category is described in Exhibit A of the (form of) Agreement and should be consulted before checking the box for any Category Of Services.)

<input type="checkbox"/>	<p>a. Conduct the annual independent audit of all of MIRA’s basic financial statements for the fiscal years ending June 30, 2015, June 30, 2016 and June 30, 2017 (as per Section 1 of the Scope of Services – Exhibit A of the (Form of) Agreement);</p>
<input type="checkbox"/>	<p>b. to provide project, division or contract - specific Agreed Upon Procedure reports or reviews ("AUPs") on an as needed basis (as per Section 2 of the Scope of Services – Exhibit B of the (Form of) Agreement).</p>
<input type="checkbox"/>	<p>Both a and b above</p>

2. DEFINITIONS

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

3. TERMS AND CONDITIONS

The undersigned (the “Proposer”) accepts and agrees to all terms and conditions of the Request For Proposals, Instructions To Proposers, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for one hundred twenty (120) days after the proposal due date.

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

- (a) Execute and deliver to MIRA the two attached counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to MIRA the Contractor’s Certification Concerning Gifts;
- (c) Deliver to MIRA the requisite certificates of insurance;
- (d) Execute and deliver to MIRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (e) Satisfy all other conditions of the Notice Of Award.

4. PROPOSER’S OBLIGATIONS

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

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

5. PROPOSER’S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT

In submitting this Proposal, Proposer acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFP Package Documents, are non-negotiable, and Proposer is willing to and shall, if MIRA accepts its Proposal for the Services and issues a Notice Of Award to Proposer, execute such Agreement. However, MIRA reserves the right to negotiate with Proposer over

Proposer's rates for the Services submitted on its Proposal Price And Payment Rate Schedule Form.

6. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

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

Addendum Number	Date Issued

- (b) Without exception the Proposal is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Proposer is fully informed and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- (d) Proposer has studied and carefully correlated Proposer's knowledge and observations with the Contract Documents and such other related data;
- (e) Proposer has given MIRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents and the written resolutions thereof by MIRA are acceptable to Proposer;
- (f) If Proposer has failed to promptly notify MIRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer and MIRA to be a waiver to assert these issues and claims in the future;
- (g) Proposer is aware of the general nature of work to be performed by MIRA and others that relates to the Services for which this Proposal is submitted; and

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

7. PROPOSER’S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

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

8. PROPOSER’S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

9. PROPOSER’S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

- (a) Recognizes and agrees that MIRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with Proposer’s Proposal is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Proposer or any of its successors and/or assigns has or may have against MIRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

10. PROPOSER’S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this Proposal, the Proposer, 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 Proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or

otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;

- (b) Unless otherwise required by law, the prices that have been quoted in this Proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to “opening” to any other person or company;
- (c) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;
- (d) Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; and
- (e) Proposer has not sought by collusion to obtain for itself any advantage for the Services over any other Proposer for the Services or over MIRA.

11. PROPOSER’S REPRESENTATIONS CONCERNING RFP FORMS

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

12. PROPOSER’S WAIVER OF DAMAGES

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

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

13. PROPOSER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to MIRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit E of the Agreement [SEEC Form 11] in the Contract Documents.

14. ATTACHMENTS

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

- (a) Answers to the Issues And Questions To Be Addressed, with a written answer provided to each question and each answer beginning on a new page;
- (b) The completed Proposal Price And Payment Rate Schedule Form;
- (c) The completed Business Information Form;
- (d) The completed Personnel Background And Experience Form;
- (e) The completed References Form;
- (f) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (g) The completed Affidavit Of Third Party Fees that has been signed before a Notary Public or Commissioner of the Superior Court;
- (h) The completed Business Disclosure Form;
- (i) The completed Affidavit Concerning Nondiscrimination, with the Proposer's nondiscrimination policies and procedures attached;
- (j) The completed Background Questionnaire that has been signed before a Notary Public or Commissioner of the Superior Court;
- (k) A copy of the proposer's up-to-date certificate of insurance showing all current insurance coverage; and
- (l) A copy of the proposer's latest Peer Review.

15. NOTICES

Communications concerning this Proposal should be addressed to Proposer at the address set forth below.

Proposer Name:	
Proposer Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

16. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 20__

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



ISSUES AND QUESTIONS TO BE ADDRESSED FORM

INSTRUCTIONS: Complete, written answers must be provided to each of the following issues/questions and each answer must begin on a new page.

1. Please provide a rough schedule for the commencement and completion of audit fieldwork recognizing the engagement segmentation proposed below and including delivery of a draft audit report within the anticipated deadlines for presentation to the MIRA Finance Committee and Board of Directors.

FY 15 Audit Schedule

Commencement of audit fieldwork	
Audit fieldwork completed	
Deliver draft Audit Report to Finance Chairperson and CFO	
Audit presentation for Finance Committee	2015 Board schedule not yet finalized. Anticipated to be 3 rd Thursday in September.
Attend Board of Directors meeting	2015 Board schedule not yet finalized. Anticipated to be 4 th Thursday in September.
Delivery Audit Report to State Comptroller	October 1, 2015
Management Letter and discussion with Finance Committee	

2. Provide an outline of your firm’s research and analytical capabilities.
3. Provide the following information on your firm’s audit approach:
 - (a) Proposed segmentation of the engagement. Outline the major elements of the audit fieldwork including development and testing of financial statements and notes, development and composition of the audit report including management’s discussion and analysis and the responsibilities of the firm and MIRA staff in successfully completing the audit in the timeframe required.;
 - (b) Level of staff and number of hours to be assigned to each proposed segment of the engagement;

- (c) Extent of use of computer software in the engagement;
- (d) Approach to be taken in determining laws and regulations that will be subject to the audit test work;
- (e) Ability to meet required filing deadlines; and
- (f) Ability to provide electronic versions of audited financial statements.



PROPOSAL PRICE AND PAYMENT RATE SCHEDULE FORM

Name of Proposer:	
Name of RFP	Independent Auditing Services

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

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

1. Fixed Annual Fee Services

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

Period	Proposed Fixed Fee Compensation
Fiscal Year 2015 Audit (April 1, 2015 through March 31, 2016)	\$
Fiscal Year 2016 Audit (April 1, 2016 through March 31, 2017)	\$
Fiscal Year 2017 Audit (April 1, 2017 through March 31, 2018)	\$

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

2. Additional Work Governed By Requests For Services

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

2.1 Personnel Billing Rates

On Page 3 of this Form, Proposer must list the staff level, title and hourly billing rates for each staff level of personnel in its firm who will be assigned to work with MIRA on the project.

2.2 Ancillary Service Rates

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

- Travel in firm-owned vehicle (per mile);
- Any other services (excluding telephones) for which the bidder routinely bills.



BUSINESS INFORMATION FORM

Bidder/Proposer/Statement of Qualifications Submitter (hereinafter collectively referred to as "Contractor" must provide the information requested in the following sections.

1. CONTRACTOR INFORMATION

Name of Entity:					
Central Office/ Headquarters Address:	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Servicing Office Address (if different than Central Office/ Headquarters Address):	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Name of Parent Company (if any):					
Entity's Legal Structure:		<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture		
		<input type="checkbox"/> Partnership	<input type="checkbox"/> Public Entity		
		<input type="checkbox"/> Other			
State in Which Entity is Legally Organized:					
Year Entity Started:		Number of Employees:		Number of Offices:	
Location(s) of Offices (City and State):					
Brief History of the Entity:					

<p>Overview of Entity's Principal Lines of Work:</p>	
--	--

2. SUBCONTRACTOR INFORMATION

	Yes	No
Will Contractor subcontract with entities for significant portions of the Work/ Services?	<input type="checkbox"/>	<input type="checkbox"/>

If Contractor answered "yes" to the above question, provide the following information concerning the subcontractors. If Contractor will subcontract with more than three entities, copy this page of the Form and provide the requested information on the additional subcontractors.

Subcontractor 1	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Subcontractor 1 will have in providing the Work/Services.	

Subcontractor 2	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Subcontractor 2 will have in providing the Work/Services.	

Subcontractor 3	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Subcontractor 2 will have in providing the Work/Services.	

3. KNOWLEDGE, CAPABILITY AND EXPERIENCE

In the space below, describe your firm's experience providing audit services for quasi-public agencies, governmental enterprise funds using the economic resources measurement focus, resource recovery entities or other organizations similar to MIRA in the last five years. For each engagement indicate the scope of service provided in comparison to the services proposed for MIRA, level of complexity and the periods of time involved. Attach additional pages if necessary.

[Empty response area for describing firm's experience]



PERSONNEL BACKGROUND AND EXPERIENCE FORM

In the tables on the following pages, provide the requested information on the professionals who would be assigned to work with MIRA regarding their background and experience that is of a similar nature to that specified in the Contract Documents. [Attach Additional Pages If Necessary]

Provide a brief resume (i.e., no more than two pages) of each individual listed on this and other Personnel Background And Experience Forms.

PROFESSIONAL 1

Name:		Staff Level:	
Title:		% of Time Available:	
Background:			

PROFESSIONAL 2

Name:		Staff Level:	
Title:		% of Time Available:	
Background:			

PROFESSIONAL 3

Name:		Staff Level:	
Title:		% of Time Available:	
Background:			



REFERENCES FORM

In space below, provide the names of three (3) non-MIRA references who can attest to the quality of work performed/services provided by Bidder/Proposer/Statement of Qualifications Submitter. Include job title, the name, address and phone number of the business and a brief description of the work performed/services provided for each reference.

REFERENCE 1

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

REFERENCE 2

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

REFERENCE 3

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	



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

Because MIRA 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 MIRA 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. 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. If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor certified by DAS as a Small Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a Minority Owned Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4. If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor certified by DAS as a Minority Owned Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? ² <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5. 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. If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input type="text"/>		

LIST OF ACRONYMS

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

FOOTNOTES

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

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

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

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



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

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

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

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

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

(Attach additional copies of this page as necessary.)

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

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

Signed: _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

¹ Please attach documents evidencing the terms of the fee arrangement and services.



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

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

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

Attach additional pages as necessary.



BUSINESS DISCLOSURE FORM

1. CONFLICTS OF INTEREST

In the space below, disclose any material assignments, relationships or other employment that the Proposer or any employee of the Proposer has with any member of MIRA's Board of Directors,* any MIRA employee, law firms, governmental entity, or other person or entities that may create a conflict of interest or the appearance of a conflict of interest in providing the Services to MIRA.

**a list of Directors is available on the MIRA website at www.ctmira.org*

[Attach Additional Pages If Necessary]

2. CONFLICT OF INTEREST MEASURES

In the space below, discuss any measures that the Proposer either has in place or would take to identify, disclose and resolve any possible conflicts of interest.

[Attach Additional Pages If Necessary]

3. INVESTIGATIONS

In the space below, discuss any pending or recent investigations by the Securities and Exchange Commission, the Internal Revenue Service or any other regulatory body or court (local, state or federal) regarding the conduct of the Proposer the Proposer's management or any individuals assigned to work with the State which might affect Proposer's ability to deliver the Services described in this RFP. Discuss any such investigation that has occurred during the past two years.

[Attach Additional Pages If Necessary]

4. BUSINESS WITH MAJOR MIRA CONTRACTORS

MIRA has made payments of over \$100,000 a year to the organizations named on the MIRA Vendor List on Page 6 of this Form. If the Proposer has represented any of these organizations (or their subsidiaries or affiliates), in the table below list the name of the organization, the matter(s) on which the Proposer represented the organization and the fees received from the organization in the past three (3) years. Representation of these clients will not necessarily result in disqualification from work with MIRA. The nature and extent of the representation of such clients, appropriate conflict of interest rules and the nature and extent of proposed representation of MIRA will all be considered.

[Attach Additional Pages If Necessary]

Organization	Matter on Which Represented Organization	Fees Received in Past 3 Years

MIRA Vendor List (FY 2014)
Payments Greater than \$100,000

AON RISK SERVICES	HARTFORD, CITY OF
BOTTICELLO, INC.	KAINEN ESCALERA & MCHALE PC
CONNECTICARE, INC.	LINIUM STAFFING SVC
COPE'S RUBBISH REMOVAL	METROPOLITAN DISTRICT COMMISSION
COVANTA SOUTHEASTERN CT	METROPOLITAN LIFE INSURANCE COMPANY ASSET HOLDINGS II, LLC.
CONNECTICUT, STATE OF, DEEP	NAES CORPORATION
CONNECTICUT, STATE OF, DEPARTMENT OF REVENUE SERVICES	NEXTERA ENERGY POWER MARKETING LLC
COVANTA PROJECTS OF WALLINGFORD	NORTHEAST UTILITIES/CL&P
CWPM, LLC	PRESTON, TOWN OF
ET&L CORPORATION	SANTA BUCKLEY ENERGY, INC.
ENVIRONMENTAL CAPITAL LLC	SCS FIELD SERVICES
FCR, INC.	SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY
FIDELITY INVESTMENTS	TRC ENVIRONMENTAL CORP
FUSS AND ONEIL INC.	WHEELABRATOR BRIDGEPORT LP
GERSHMAN, BRICKNER & BRATTON, INC.	WHEELABRATOR TECHNOLOGIES INC
HALLORAN AND SAGE LLP	



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Materials Innovation and Recycling Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath.
I am _____ (title) Of
_____ (firm name), an entity duly
formed and existing under the laws of _____ (name of state or commonwealth)
("Contractor").

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

1. Contractor seeks to enter into the "INDEPENDENT AUDITING SERVICES AGREEMENT" (the "Agreement") with the Materials Innovation and Recycling Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes follow.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;



BACKGROUND QUESTIONNAIRE

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

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

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

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

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

<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a civil investigation¹?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 and, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation..</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 20 ____

 Notary Public/Commissioner of the Superior Court

**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

**SECTION 5
SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN
CONTRIBUTION AND SOLICITATION BAN**

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public

agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

**SECTION 6
(Sample) NOTICE OF AWARD**



NOTICE OF AWARD

TO: [NAME OF SUCCESSFUL PROPOSER]
[ADDRESS OF SUCCESSFUL PROPOSER]

RFP NUMBER: FY15-FA-002

CONTRACT: Independent Auditing Services

The Materials Innovation and Recycling Authority (“MIRA”) has considered the Proposal submitted by you dated [DATE] in response to MIRA’s Request For Proposals for the above-referenced Services, which Services are more particularly described in the Independent Auditing Services Agreement (the “Services”).

You are hereby notified that your Proposal has been accepted for the [annual independent audit and/or AUP] Services from time to time as the same may be requested by MIRA for the audits for Fiscal Years 2015, 2016 and 2017. The contract shall cover the period from April 1, 2015 through March 31, 2018.

Within ten (10) days from the date of this Notice of Award you are required to:

- (a) Execute the two attached counterparts of the non-negotiable Independent Auditing Services Agreement and deliver such executed counterparts to MIRA. Such execution includes entering the requested information in the “Notices” Section (Section 7.7, Page 18) of the Agreement, signing the Agreement (Page 20), printing the signer’s name under the signature line (Page 20) and printing the signer’s title following the word “Its” (Page 20);
- (b) Execute the attached Contractor’s Certification Concerning Gifts and deliver such executed Certification to MIRA;
- (a) Execute the attached Affidavit Concerning Consulting Fees and deliver such executed Affidavit to MIRA;
- (c) Deliver to MIRA the requisite certificates of insurance; and
- (d) Complete and deliver to MIRA a completed Form W-9, “Request for Taxpayer Identification Number and Certification;” and

(e) Satisfy all other conditions set forth herein.

As you have agreed, the terms and conditions of the Agreement, as attached, are non-negotiable.

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (e) above, MIRA will be entitled to consider all your rights arising out of MIRA's acceptance of your Proposal as abandoned and terminated. MIRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

You are required to acknowledge your receipt of this Notice Of Award by signing below and returning the same to MIRA.

Dated this [DAY] day of [MONTH], 20__.

Materials Innovation and Recycling Authority

By: _____
[NAME OF MIRA OFFICIAL]
Title: [TITLE OF MIRA OFFICIAL]

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 20__.

By:

Signature: _____

Name (print/type): _____

Title: _____

**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

**SECTION 7
(Form of) INDEPENDENT AUDITING
SERVICES AGREEMENT**

INDEPENDENT AUDITING SERVICES AGREEMENT FOR FISCAL YEARS 2015, 2016 AND 2017 AUDITS

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This **INDEPENDENT AUDITING SERVICES AGREEMENT [FOR “FISCAL YEAR 2015, 2016, AND 2017 AUDITS”]** (“Agreement”) is made and entered into as of this ____ day of _____, 2015 by and between the **MATERIALS INNOVATION AND RECYCLING AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (hereinafter “MIRA”) and **[NAME OF AUDITOR]**, having its principal offices at **[ADDRESS OF AUDITOR]** (hereinafter “Auditor”).

PRELIMINARY STATEMENT

WHEREAS MIRA 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 MIRA owns and operates various solid waste management and/or disposal facilities (collectively, the “Facilities”).

WHEREAS MIRA now desires to enter into this Agreement with Auditor in order for Auditor to provide certain independent auditing services from time to time in accordance with the Contract Documents (the “Project”).

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

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

- (a) **“Addenda”** means written or graphic documents issued prior to the bid due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), Notice To Firms – Request For Proposals, Instructions To Proposers, Addenda, Auditor’s proposal (including all documentation accompanying such proposal, all other documentation submitted in connection with such proposal, and all post-proposal documentation submitted prior to the Notice Of Award), Notice Of Award, any written amendments to any of the Contract Documents.
- (c) **“Effective Date”** means the date set forth above in this Agreement.
- (d) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal,

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

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

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

2. SCOPE OF SERVICES

2.1 Auditor's Responsibilities

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

2.2 Performance and Completion of Services

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

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

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

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

2.3 Direction of Services

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

2.4 MIRA's Inspection Rights

Auditor's performance of the Services hereunder, as well as Auditor's work products resulting from such performance, are subject to inspection by MIRA. Inspections may be conducted at any time by MIRA. In the event of an inspection, Auditor shall provide to

MIRA any documents or other materials that may be necessary in order for MIRA to conduct the inspection. If, after any such inspection, MIRA is unsatisfied with Auditor's performance of the Services hereunder or any of the work products resulting therefrom, Auditor shall, at the direction of MIRA, render such performance or work products satisfactory to MIRA at no additional cost or expense to MIRA and without any extension of the schedule for the remaining Services.

2.5 Specific Services Request For Services

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

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

2.6 Lobbying And Paying Finder's Fees

Pursuant to the *Connecticut General Statutes*, MIRA 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 MIRA. Therefore, Auditor shall not provide MIRA any lobbying services, or receive, pay, or distribute any finder's fees under this Agreement.

2.7 Proprietary Information

Auditor shall not use, publish, distribute, sell or divulge any information obtained from MIRA by virtue of this Agreement for Auditor's own purposes or for the benefit of any person, firm, corporation or other entity (other than MIRA) without the prior written consent of MIRA. Any report or other work product prepared by Auditor in connection with the performance of the Services hereunder shall be owned solely and exclusively by MIRA and cannot be used by Auditor for any purpose beyond the scope of this Agreement without the prior written consent of MIRA. Any material designated by MIRA in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of MIRA. However, Auditor acknowledges that MIRA is subject to the Connecticut Freedom of Information Act and MIRA must disclose certain documents in accordance with said statutes.

Auditor may release to insurers and other financial institutions MIRA's information relevant to the underwriting and/or evaluation of MIRA's risks and the processing of its claims, provided that such insurers and financial institutions are informed of the confidential nature of such information. Auditor retains all of its rights in its inventions, expressions, know how, techniques, skills, knowledge and experience and materials used by it generally or provided by it generally to clients, and Auditor shall not be restricted in any way with respect thereto. The restrictions and agreements set forth in this Section 2.7 shall not apply to any information:

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

2.8 Books and Records

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

2.9 Status of Auditor

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

2.10 Auditor's Employees

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

2.11 Restriction On Other Agreements

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

3. COMPENSATION AND PAYMENT

3.1 Compensation Schedule

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

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

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

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

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

3.2 Bill Format

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

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

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

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

3.3 Payment Procedure

If MIRA determines, in its sole discretion, that

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

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

If, however,

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

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

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

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

3.4 Contingent, Management Service And Placement Commissions

Auditor warrants that during its performance under this Agreement it will not receive, or direct to any third parties, any contingent commissions, management service agreement commissions, or any other form of placement commissions, with the exception of wholesale commissions which are customary in the industry. Auditor warrants that it will disclose to MIRA any wholesale commissions it receives from third parties during and related to Auditor's performance of this Agreement.

3.5 Accounting Obligations

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

3.6 Audit

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

For an audit, Auditor must provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries;

- (b) Each worker's original bills and time slips for the services. Auditor must retain bills and time slips for each file;
- (c) A list of hourly rates for each individual providing Services.
- (d) A detailed explanation of Auditor's billing methods.

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

3.7 Withholding Taxes And Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by MIRA with respect to Auditor, nor be withheld from payment to Auditor by MIRA. No workers' compensation insurance has been or will be obtained by MIRA on account of the Services to be performed hereunder by Auditor, or any of Auditor's employees or subcontractors. Auditor shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.6 and Auditor hereby agrees to indemnify MIRA and hold MIRA harmless against any and all such taxes, insurance or payments, or similar costs which MIRA may be required to pay in the event that Auditor's status hereunder is determined to be other than that of an independent contractor.

3.8 State of Connecticut Taxes

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

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

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

Connecticut Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this Agreement.

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

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on March 31, 2018.

4.2 Time is of the Essence

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

4.3 Termination

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

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

Upon termination of this Agreement pursuant to this Section 4.3,

- (a) MIRA shall pay Auditor for all Services performed by Auditor prior to the termination date, provided:

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

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

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

In the event of termination, Auditor will assist MIRA in arranging a smooth transition process. However, Auditor's obligation and the obligation of its affiliates to provide services to MIRA will cease upon the effective date of termination, unless otherwise agreed in writing.

4.4 Records And Documents

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

5. INDEMNIFICATION

5.1 Auditor's Indemnity

Auditor shall at all times protect, defend, indemnify and hold harmless MIRA and its board of directors, officers, agents and employees from and against any all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damages to property or other damages alleged to have been sustained by: (a) MIRA or any of its directors, officers, agents or employees, or (b) Auditor or any of its directors, officers, employees, agents or sub-contractors, or (c) any other person, to the extent any such injuries, damages or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Auditor or any of its directors, officers, employees,

agents or sub-contractors. Auditor further undertakes to reimburse MIRA for damages to property of MIRA caused by Auditor or any of its directors, officers, employees, agents or sub-contractors. The existence of insurance shall in no way limit the scope of this indemnification. Auditor's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 Insurance

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

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

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

6.2 Minimum Limits of Insurance

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

1. Commercial General Liability:
 - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.

- b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products & Completed Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury
2. Automobile Liability:
- a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
 - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory limits.
4. Employer's Liability:
- a. \$500,000 Each Accident
 - b. \$500,000 Disease – Policy Limit
 - c. \$500,000 Disease – Each Employee
5. Excess/Umbrella Liability:
- a. \$5,000,000 Each Occurrence/Aggregate; schedule the General Liability, Automobile Liability, and Employers Liability and follow form with the underlying terms.
6. Professional Liability
- a. \$1,000,000 Each Occurrence

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

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

(b) Other Insurance Provisions

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

- 1. MIRA, its subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Auditor:
 - a. Commercial General Liability
 - b. Automobile Liability

2. The Auditor agrees to notify MIRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to MIRA's Risk Manager by fax to 860-757-7740, or by e-mail to riskmanager@ctmira.org, or by correspondence to MIRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722.
3. The Auditor shall waive (and require their insurers to waive) subrogation rights against MIRA for losses and damages incurred under the insurance policies required by this Agreement.
4. The Auditor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Acceptability of Insurance

Insurance is to be placed with insurers with current A.M. Best ratings of not less than A-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 MIRA.

(d) Verification of Coverage

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

(e) Subcontractors

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

7. MISCELLANEOUS

7.1 Non-Discrimination

Auditor agrees to the following:

- (a) Auditor agrees and warrants that in the performance of the Services for MIRA Auditor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability or physical disability,

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

- (b) Auditor agrees, in all solicitations or advertisements for employees placed by or on behalf of Auditor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);
- (c) Auditor agrees to provide each labor union or representative of workers with which Auditor has a collective bargaining agreement or other contract or understanding and each vendor with which Auditor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Auditor’s commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) Auditor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (e) Auditor 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 Auditor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*. If this Agreement is a public works contract, Auditor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

7.2 Entire Agreement

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

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

7.3 Governing Law

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

7.4 Assignment

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

7.5 Bankruptcy

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

7.6 Intellectual Property

Auditor warrants that it has a full, unconditional, and irrevocable right and title to sell, transfer, deliver or perform the goods or services, or to practice the methods, which are the subject of this Agreement. To the extent that such goods, services, methods or other deliverables are or may be protected by or subject to any laws, regulations, statutes, codes, or other provisions relating to any intellectual property or related rights (including but not limited to patents, trademarks, trade dress, trade secrets, logos, brand names, copyrights and other intellectual property rights) (hereinafter the "Intellectual Property"), Auditor further warrants that it is either (i) the sole and exclusive owner of and has the exclusive right to use (free and clear of any obligation to pay royalties or any similar obligation and free and clear of all mortgages, liens or other encumbrances) the Intellectual Property; or (ii) it has valid and effective licenses permitting it to make, use, sell, transfer, practice, or otherwise use, the Intellectual Property. Auditor further warrants that it has the right to grant any licenses or sublicenses necessary for it or MIRA to perform under this Agreement and/or for MIRA to receive, purchase or use the goods, services or deliverables which are the subject of this Agreement. There is no claim or demand of any person or entity pertaining to, and there is no pending or threatened action, suit, proceeding or investigation relating to, or the outcome of which could affect, the rights of the Auditor or MIRA with respect to the Intellectual Property. Without limiting any right of MIRA contained in Section 5.1 (Auditor's Indemnity) Auditor shall hold harmless and indemnify MIRA (including for all attorneys fees and costs) in the event that Auditor breaches any of the warranties set forth in this Section 7.7, or if in any other

respect, any claims (including but not limited to claims for infringement) are asserted by any third-party with respect to Intellectual Property or other rights with respect to the goods, services, methods or other deliverables which are the subject of this Agreement.

7.7 No Waiver

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

7.8 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.

7.9 Notices

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

(a) If to MIRA:

Materials Innovation and Recycling Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Manager of Accounting Services

With a copy to:

Materials Innovation and Recycling Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: President

(b) If to Auditor:

Attention: _____

7.10 Benefit and Burden

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

7.11 Severability

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

7.12 Small Contractors Application

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

7.13 Counterparts

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

7.14 Campaign Contribution And Solicitation Prohibitions

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of 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 **Exhibit E** [SEEC Form 11].

7.15 Affidavit Of Third Party Fees

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

7.16 Affidavit Concerning Nondiscrimination

At the time the Auditor submitted its proposal to MIRA, it simultaneously executed a document entitled Certification Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as **Exhibit G**.

7.17 Affidavit Concerning Consulting Fees

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

7.18 Contractor's Certification Concerning Gifts

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

7.19 President's Certification Concerning Gifts

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

[SIGNATURE PAGE FOLLOWS]

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

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By: _____

Thomas D. Kirk
Its President
Duly Authorized

AUDITOR

By: _____

Its
Duly Authorized

SCOPE OF SERVICES

1. ANNUAL AUDITING SERVICES - FIXED ANNUAL FEE SERVICES

a. General

The Auditor shall conduct annual independent audits of MIRA's financial statements for the fiscal years ending June 30, 2015, June 30, 2016 and June 30, 2017 commencing from April 1, 2015 through March 31, 2018. MIRA's financial statements include its (i) statement of net position, (ii) statement of revenues, expenses and changes in net position, (iii) statement of cash flows and (iv) notes to the financial statements. The annual independent audits shall be conducted in compliance with the United States General Accountability Office ("GAO") Generally Accepted Government Auditing Standards (the "Yellow Book") for conducting high quality audits of government entities and State of Connecticut requirements that may be in effect during the time period of the engagement. For further information, refer to the www.gao.gov web site. Auditor must be licensed and registered in accordance with requirements of the State of Connecticut.

b. Reports to Be Issued by the Auditor

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

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

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

c. Reports to Be Reviewed by the Auditor

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

- i. Review of and comment on MIRA's annual Management's Discussion and Analysis (M,D&A) which is prepared by MIRA as part of its annual financial report. The Auditor is not required to audit the MD&A.
- ii. MIRA prepares a Comprehensive Annual Financial Report (CAFR) for submission to the Government Finance Officers Association (GFOA) for consideration for a Certificate of Achievement for Excellence in Financial Reporting. The CAFR is submitted to GFOA by December 31st of each year. The CAFR includes the financial statements and the Auditor's report. The Auditor will be required to review the CAFR for FY 2015, FY 2016 and FY 2017 and comment on this report in its entirety. The Auditor is not required to audit the statistical section of the CAFR.

d. Other services to be provided by the Auditor

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

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

2. ADDITIONAL WORK PROVIDED AS NEEDED PURSUANT TO A REQUEST FOR SERVICES

The following services will be undertaken at MIRA's sole and absolute discretion and only if requested through a properly executed Request For Services ("RFS") (see **Exhibit B**). These services will be separate from the services covered by the Fixed Annual Fee and will require additions to compensation as detailed in Section 2 of **Exhibit C** herein. MIRA does not guarantee any quantity of RFS work under this Agreement.

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



REQUEST FOR ADDITIONAL SERVICES

[DATE]

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

**Re: Independent Auditing Services Agreement
Request for Additional Services**

Dear _____:

This Request will authorize you to provide the Additional Services described below in accordance with the terms and conditions of the “the Independent Auditing Services Agreement For Fiscal Years 2015, 2016 and 2017, dated _____, 2018 between MIRA and you.

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

1. Scope of Services

[PROVIDE DETAILS]

2. Estimated Time of Performance

[PER CONSULTANT]

3. Estimated Costs

[PER CONSULTANT]

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

Sincerely,

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By: _____
Title: _____

Accepted and agreed to under the terms of the
Independent Auditing Services Agreement for Fiscal Years
2015, 2016 and 2017 Audits
dated _____, 2015.

[CONSULTANT NAME]

By: _____
Title: _____

STANDARD FORMAT

COMPENSATION SCHEDULE

[The successful Proposer's Proposal Price And Payment Rate Schedule Form (that was submitted with the successful Proposer's Proposal) will be added by MIRA.]

TRAVEL POLICY AND EXPENSE REPORTING PROCEDURE

Attached hereto and incorporated herein this Exhibit D is the Travel Policy And Expense Reporting Procedure adopted by MIRA's predecessor, CRRA, and promulgated by MIRA as a successor authority to CRRA per Public Act 14-94.



TRAVEL POLICY AND EXPENSE REPORTING

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

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

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CONNECTICUT RESOURCES RECOVERY AUTHORITY TRAVEL POLICY AND EXPENSE REPORTING

1. GENERAL STATEMENT

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

2. APPROVALS

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

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

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

3. TRANSPORTATION

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

3.1 Rental Automobile

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

3.1.1 Insurance

3.1.1.1 Business Use Of A Rental Automobile

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

3.1.1.2 Personal Use Of A Rental Automobile

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

3.2 Business Use Of Employee's Car

3.2.1 Reimbursement Rate

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

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

3.2.2 Mileage Calculation

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

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

3.2.3 Tolls/Parking

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

3.3 Air Travel

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

3.4 Taxis

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

3.5 CRRA Owned Automobiles

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

4. MEALS

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

5. LODGING

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

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

6. INCIDENTALS

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

7. PERSONAL EXPENSES

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

8. OTHER BUSINESS EXPENSES

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

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

CRRA will not reimburse the cost of home entertaining.

9. EXPENSE REPORTING

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

10. RECEIPTS

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

Original receipts are required for all entertainment.

11. EXCEPTIONS

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

ORIGINAL

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

REVISION 1

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

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public

agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

AFFIDAVIT OF THIRD PARTY FEES

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

AFFIDAVIT CONCERNING NONDISCRIMINATION

[The successful Proposer's Affidavit Concerning Nondiscrimination (that was submitted with the successful Proposer's Proposal) will be added by MIRA.]



AFFIDAVIT CONCERNING CONSULTING FEES

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder/proposer/statement of qualifications submitter for an Agreement (the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) Of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

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

1. Contractor seeks to enter into the "Independent Auditing Services Agreement" (the "Agreement") with the Materials Innovation and Recycling Authority ("MIRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of MIRA, whether or not direct contact with MIRA, a MIRA official, a MIRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

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

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

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement, Contractor should enter “None” in the space provided for the “Name of Consultant.”)

Name of Consultant:	
Name of Consultant’s Firm:	
Description of the Basic Terms of the Consulting Agreement:	
Brief Description of the Services Provided:	
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to the question above concerning whether or not the consultant is a former state employee or public official is “Yes,” the following information must be provided.	
Name of Former Agency:	
Date Employment Terminated:	

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

INDEPENDENT AUDITING SERVICES

(This CERTIFICATION is to be signed by an authorized officer of the Contractor or the Contractor's managing general partner.)

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer/statement of qualifications submitter for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal/statement of qualifications for the "Independent Auditing Services Agreement" (the "Agreement") to the Materials Innovation and Recycling Authority ("MIRA"), has been selected by MIRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with MIRA; and
3. No gifts were made between November 1 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreementto
 - (1) Any public official or employee of MIRA who participated substantially in the preparation of the bid/proposal/qualifications solicitation for or the negotiation or award of the Agreement (such MIRA employees are listed in Table 2 below), or
 - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over MIRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

5. The Contractor made the bid/proposal/statement of qualifications for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

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

Deepa Krishna, Manager of Accounting and Financial Reporting
Mark Daley, Chief Financial Officer
Roger Guzowski, Contract and Procurement Manager

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

Governor Dannel P. Malloy
Senator Martin Looney, President Pro Tempore of the Senate
Senator Len Fasano, Minority Leader of the Senate
Representative Brendan Sharkey, Speaker of the House of Representatives
Representative Themis Klarides, Minority Leader of the House of Representatives

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall **not** include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-601a of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to a state agency or quasi-public agency (i) for use on state or quasi-public agency property, or (ii) that support an event, and (B) which facilitate state or quasi-public agency action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state or a quasi-public agency, or (ii) property leased to a state agency or quasi-public agency;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.
- (16) Training that is provided by a vendor for a product purchased by a state or quasi-public agency which is offered to all customers of such vendor; or
- (17) Travel expenses, lodging, food, beverage and other benefits customarily provided by a prospective employer, when provided to a student at a public institution of higher education whose employment is derived from such student's status as a student at such institution, in connection with bona fide employment discussions.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

INDEPENDENT AUDITING SERVICES AGREEMENT

Awarded To

[NAME OF AUDITOR]

(This CERTIFICATION is to be signed by the President of MIRA at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Materials Innovation and Recycling Authority ("MIRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Independent Auditing Services Agreement" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Materials Innovation and Recycling Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court