

APPENDIX K

KEY TERMS AND CONDITIONS OF CONTRACT

This Section sets forth certain key terms and conditions (the “Contract Principles”) for the Contract. The Contract Principles presented below have been developed as a summary of the significant cost and risk provisions that the Proposers should expect will be included in the Contract. These do not serve as an exhaustive set of all terms that will be included in the Contract. DEEP and MIRA reserve the right to amend, modify, and add provisions governing the Contractor’s responsibilities for the design, construction and operation of the Facilities under the Contract.

This Section should be used by the Proposer as a guide to the full-service responsibilities that are to be undertaken by the Contractor to enable the Proposer to assess the risks associated with specific performance obligations and to develop pricing. MIRA expects that the Proposer will include in its Proposal any comments, exceptions or requested modifications regarding the Contract Principles, and shall assume that the Proposer’s pricing is based on the Contract Principles with such modifications as the Proposer may propose for DEEP and MIRA’s consideration. Although modifications to the Contract Principles will be considered, the extent of deviation from the provisions of the RFP and the Contract Principles will be an important consideration in the evaluation of all Proposals. If Proposer seeks an exception, Proposer shall provide a written list of proposed exceptions to DEEP. The list shall identify the original language and/or requirement, the reasons for the exception, and the alternative language offered. As to any Contract Principle, Proposer shall provide a redline of such changes.

Capitalized terms used in these Contract Principles and not otherwise herein defined have the meanings set forth in the Definitions Section of the RFP¹.

1 Delivery of Acceptable MSW and Acceptable Recyclables and Notice

1.1 Commitment to Accept Acceptable MSW and Acceptable Recyclables

Contractor will accept, process and dispose of, in accordance with the terms hereof, all Acceptable MSW and Acceptable Recyclables delivered to the Facility, pursuant to the terms of the Contract following the Guaranteed In-Service Date. (As stated in the body of the RFP, for Proposal purposes, it should be assumed that MIRA will be responsible for operating the existing Facilities up to the Guaranteed In-Service Date, including making any necessary arrangements for the transfer and disposal of materials, with the exception that the Contractor shall be responsible for payment of costs in excess of Tipping Fees received by MIRA for transfer and management/disposal of Acceptable MSW and Acceptable Recyclables during any time that the Contractor causes an interruption in MIRA operations due to the modification of existing Facilities or the construction of new facilities. An earlier start date for Contractor assuming responsibility for managing Acceptable MSW and Acceptable Recyclables may be considered. If Proposer proposes an earlier start date, Proposer is to provide pricing and a schedule for both alternatives.)

¹ Note that definitions need to be consistent with MSA terms, as the case may be.

1.2 Commitment to Maintain Capacity

Contractor agrees to maintain sufficient Capacity, as provided in the Contract, at the Facility to accept and process Acceptable MSW and Acceptable Recyclables pursuant to MSAs in effect as of the Contract Date and as may be modified from time to time as mutually agreeable to the Contractor and MIRA. Contractor acknowledges that any MSA may be terminated or be amended during the Term. MIRA agrees to administer and enforce the MSAs and to continue to aggregate sources of Acceptable MSW and Acceptable Recyclables for disposal at the Facility.

From time to time, MIRA may provide notice of its ability to acquire additional Acceptable MSW and Acceptable Recyclables to be delivered to the Facility. Upon such notice and prior to MIRA entering into any MSA, MIRA and the Contractor shall discuss the Facility's capacity and the Contractor's ability, pricing and terms to increase or otherwise adjust the capacity to process additional MSW.

1.3 Notice of Modification of MSA

If MIRA enters into, amends, or terminates a Municipal Service Agreement at any time or from time to time, or any MSA expires without renewal, MIRA shall promptly notify the Contractor.

2 Fees, Payments and Compensation

2.1 Contractor Compensation Generally

The Contractor shall be paid the Acceptable MSW and Acceptable Recyclables Tipping Fees.

2.2 Contractor Payments and Costs

(a) The Contractor shall make provision for a payment, rebate, or fee to the Host City valued at \$4,000,000 per year, beginning on the Guaranteed In-Service Date and escalating annually thereafter by the Adjustment Factor, pursuant to the Contract.

(b) The Contractor shall make provision for a payment, rebate, or fee to the Transfer Station Host Community in the amount of approximately \$0.60 per ton of Acceptable MSW and Acceptable Recyclables (currently a total of approximately \$140,000 per year), beginning on the Guaranteed In-Service Date and escalating annually by the Adjustment Factor, pursuant to the Contract.

The actual terms of the benefit or payment shall be included in the Contract between MIRA and the Contractor.

2.3 Most Favored Pricing

If any CSWS Municipality that is designated as "Tier 1" in Appendix F or any Municipality that enters into a Tier 1 MSA or similar MSA with MIRA, exercises its option to "opt out" of

such MSA with MIRA prior to the full term of such MSA agreement, the Contractor shall not, for what would have been the remaining term of the MSA, without the prior agreement of MIRA, enter into a disposal agreement with such Municipality that includes pricing that is more favorable to such Municipality than the then-prevailing Acceptable MSW and Acceptable Recyclables Tipping Fees being charged to MIRA under the Contract. The Contractor may enter into an agreement with a CSWS Municipality under the terms it determines to be prudent after the expiration of such Municipality's agreement with MIRA. The Contractor may enter into disposal agreements with other parties on any pricing basis that it determines to be prudent at the time.

2.4 Revenue Sharing

The Contractor shall share revenues with MIRA, as follows and in the manner described under "True Up/Settlement Process" below.

- Energy Revenues (excluding Regulatory-Driven Revenues post-Proposal Submission) - - As of the Guaranteed In-Service Date, the Contractor shall share with MIRA ___%.² of revenues earned by the Contractor for the sale of products (electricity or liquid or gaseous fuels) produced by the Facility at any time that the per unit price for such energy exceeds 100% of the projected energy revenues in the Proposal accepted by DEEP and MIRA. For the purposes of energy revenue sharing, the term "per unit price" shall be the price actually charged and received by the Contractor for the energy product.
- Regulatory-Driven Revenues (post-Proposal Submission) - - As of the Guaranteed In-Service Date, the Contractor shall share with MIRA 50% of all revenues received from regulatory-driven factors attributable to the Facility occurring after and not otherwise incorporated into the Proposal, including but not limited to renewable energy credits, alternative energy credits, production tax credits, greenhouse gas reduction credits and/or carbon emissions trading or other similar energy purchaser or state or federal credits or incentives.
- Materials revenues - - As of the Guaranteed In-Service Date, the Contractor shall share with MIRA ___%.³ of revenues net of transportation costs earned by the Contractor from the sale of materials recovered or produced by the Facility in any year in which such revenues exceed 100% of the materials revenues projected in the Proposal and accepted by MIRA.

2.5 Cost Savings Sharing

Should the cost of Facility construction or operation and maintenance be reduced below that proposed by the Contractor and provided for in the Contract (provided that any such reduction will not impair the Contractor's ability to meet in full its obligations under the Contract) through the adoption of more efficient or cost effective processes or systems, the

² To be included in Proposal.

³ To be included in Proposal.

Contractor shall provide an equitable reduction or other adjustment to Acceptable MSW and Acceptable Recyclables Tipping Fees that reflects its reduced costs assuming a 50/50 split in such savings.

2.6 Payment

The Contractor shall be paid the Acceptable MSW Tipping Fee and Acceptable Recyclables Tipping Fee by MIRA on a monthly basis for services provided in the just concluded month, based upon invoices submitted by the Contractor to the MIRA, and subject to review and approval.

2.7 True-up/Settlement Process

The Contractor shall provide MIRA with a quarterly Settlement Statement, subject to substantiation by MIRA, including the calculation of the revenues that are to be shared by the Contractor and MIRA, as provided for under “Revenue Sharing” above. The Settlement Statement shall include sufficient documentation to allow MIRA to verify quantities, unit prices, and all resulting revenues as applicable. If any amount is then in dispute or is for other reasons not definitely known at the time the Settlement Statement is due, the Settlement Statement shall identify the subject matter and reasons for such dispute or uncertainty, and include a good faith estimate of the amount in question. The Contractor shall review any disputed matter within thirty (30) days of the receipt of the notice of dispute and, if the matter cannot be resolved through discussion and negotiation, shall refer the matter to dispute resolution. The Contractor shall pay the total amount owed within forty-five (45) days after the issuance of the Settlement Statement or the resolution of any disputed amounts, as the case may be.

3 Ownership and Financing

MIRA shall retain ownership of the Facility and Site. The Contractor shall be solely responsible for the cost of the design, construction, and operation and maintenance of the Facility and other Services as provided by the Contract. The Contractor itself, or through third-party financing or other equity contributions, shall provide in a timely manner all funds required to perform the design-build-operation and maintenance work.

4 Contractor Obligation at End of Term

Twenty-four (24) months prior to the expiration date of the Contract with MIRA, the Contractor shall submit a final report to DEEP and MIRA 1) indicating its plan to restore the Site to commercial use (if said plan is requested by MIRA), and 2) indicating its plan for any repair, restoration, and remediation necessary to address damage or conditions caused by the Contractor during use of the Facility or Site.

Contractor shall be solely responsible for all costs arising from or associated with any damage or contamination to facilities and sites caused by the Contractor or its employees, representatives, agents and subcontractors, including environmental pollution during the Contractor’s term under the Contract and the cost of investigating and remediating such pollution.

5 Conditions Precedent to Contract Continuation

Each Proposal must address the proposed timetable for the Contractor to obtain project financing and all Permits and approvals for Contractor's design, construction and operation of the Facilities under the Contract. After the Contract Date, the Contract term shall expire and become of no further force or effect if the Contractor does not satisfy the following conditions precedent:

(a) a commitment to provide project financing for the design, construction and operation of the Facilities under the Contract acceptable to DEEP in its sole discretion within one year after the date specified therefor in the Contractor's Project Schedule as set forth in the Contract; and

(b) final approvals for all governmental permits and approvals for the Contractor's design, construction and operation of the Facilities under the Contract within five (5) years after the Contract Date.

6 Design and Construction of the Facility

6.1 Design-Build Responsibility

The Contractor shall have complete responsibility for the permitting, design, and construction of the Facility. The Contract shall set forth the minimum design requirements for the Facility based on the technical requirements set forth in this RFP and the Contractor's Proposal, as negotiated. The Contractor shall complete all design requirements for full capacity operation of the Facility, and shall complete the Facility according to the Contractor's final design. Construction shall be of the quality required by the design requirements and the construction requirements set forth in the RFP using Good and Accepted Construction Practice. The Contractor shall be responsible for complying with all requirements imposed by Applicable Law relating to the development of the Facility.

The Contractor shall perform the Acceptance Tests, as developed by the Parties and set forth in the Contract, in order to meet the Acceptance Standards to achieve Acceptance as of the Guaranteed In-Service Date.

6.2 Permits and Licenses

The Contractor shall be responsible, at its cost and expense, for all necessary Permits and environmental approvals.

6.3 Applicable Employment Laws

The Contractor shall comply with all Applicable Law concerning employment and wage and hour laws.

7 Operations and Maintenance

7.1 Operations Generally

Operation of the Facility⁴ as discussed in the RFP shall occur no later than five (5) years from the Contract Date as set forth in the Contract between MIRA and Contractor, unless otherwise agreed to by the Parties. The Contractor, at its expense, shall provide uninterrupted operation of the Facility in accordance with Applicable Law, Good Industry Practice, Good and Accepted Operating Practice, the Operation and Maintenance Manual, the Operations and Maintenance Requirements set forth in Appendix D, the Performance Guarantees, and any other applicable requirements of the Contract. At no time shall the Contractor use or permit the use of the Facility for any purpose other than those contemplated by the Contract.

MIRA shall have the right periodically to engage an inspecting engineer to determine the Facility is in good and acceptable condition in accordance with Applicable Law, Good Industry Practice, Good and Accepted Operating Practice, the Operation and Maintenance Manual, the Operations and Maintenance Requirements set forth in Appendix D, the Performance Guarantees, and any other applicable requirements of the Contract.

7.2 MIRA's Inspection Rights

(a) MIRA shall have inspection rights at all Facilities for the purpose of determining whether Acceptable MSW and Acceptable Recyclables are being delivered to the Facility or as may be required to enforce the terms of the Contract. MIRA and its representatives will at all times have reasonable access, subject to reasonable prior notice outside of normal receiving and operating hours, for the purpose of exercising such inspection rights. MIRA's representatives shall comply in all material respects, with all reasonable safety rules and regulations at the Facility in conducting such inspections. MIRA shall conduct any inspection in a manner so as not to unreasonably interfere with the operation of the Facility.

(b) The Parties acknowledge that MIRA intends to and may use evidence discovered in exercise of its inspection rights to establish that Acceptable MSW and Acceptable Recyclables are being improperly delivered to the Facility from customers having an MSA with MIRA. MIRA shall have the sole responsibility to address with the CSWS Municipality any prior improper delivery of MSA Acceptable Waste and Acceptable Recyclables to the Facility and the Contractor shall not bar or otherwise restrict any person's access to the Facility in retaliation for such person's prior improper delivery of such waste or recyclables. Notwithstanding the preceding sentence, the Contractor shall not accept and shall reject loads containing substantial amounts of Unacceptable MSW and Unacceptable Recyclables at the Facility and shall not be required to accept loads that would cause a violation of Contract conditions.

⁴ Note this is subject to vary depending on the Contractor's construction plan.

7.3 Access to Facility

The Contractor shall grant any delivery or removal of Acceptable MSW and Acceptable Recyclables during normal receiving times. MIRA, a CSWS Municipality or a representative of MIRA or a CSWS Municipality may deliver or remove Acceptable MSW and Acceptable Recyclables pursuant to a MSA granted the representative has a valid permit issued by DEEP, abides by Contract terms, and is under contract to deliver Acceptable MSW or Acceptable Recyclables to the Facility.

7.4 Maintenance Generally

As set forth in further detail in Appendix D of this RFP, the Contractor, at its own expense, shall maintain the Facility in good and acceptable condition in accordance with Applicable Law, Good Industry Practice, Good and Accepted Operating Practice, the Operations and Maintenance Manual, the Operations and Maintenance Standards set forth in the Contract, the Performance Guarantees, and any other applicable requirements of the Contract. The Contractor shall also be responsible, at its sole cost and expense, for maintenance and repair of all of the Facilities utilized by the Contractor, including any repairs and replacements recommended by MIRA's independent inspecting engineers as necessary to meet the foregoing maintenance standards.

7.5 Safety and Security

The Contractor shall maintain the safety of the Facility at a level consistent with Applicable Law, all "Minimum Limits of Insurance" as provided in these Contract Principles, the safety plan and Good Industry Practice. The Contractor shall provide for safe and orderly vehicular movement. The Contractor shall be responsible for maintaining the security of the Facility and the Site, and shall take all responsible actions to prevent vandalism to the Facility and the Site.

7.6 Oversight

MIRA, as owner shall provide oversight as set forth in 1.8(d) of the RFP.

7.7 No Nuisance

The Contractor shall be responsible for keeping the Facility and the Site organized, clean, and litter-free at all times, and operating properly and in accordance with Contract requirements to ensure that the operation of the Facility does not create any impermissible odor, litter, noise, fugitive dust, vector or other adverse environmental effects constituting, with respect to each of the foregoing, a nuisance condition. Should any nuisance condition occur, the Contractor shall expeditiously remedy the condition, pay any regulatory fines and indemnify MIRA from any third party nuisance claims.

8 Performance

8.1 Performance Guarantees

The Contractor shall be responsible for the Performance Guarantees as set forth in Appendix J of this RFP.

8.2 Compliance and Remedies

MIRA may at any time it possesses reasonable cause to believe that the Contractor is not performing in accordance with the Performance Guarantees in Appendix J or other Contract terms, require the Contractor to provide reasonable assurances of compliance. The Contractor shall at all times comply with the Performance Guarantees and Contract terms, except to the extent compliance is prevented or excused by an Uncontrollable Circumstance. If the Contractor fails to comply with any Performance Guarantee or Contract term and is not prevented or otherwise excused from performance, the Contractor shall: (1) promptly notify MIRA within seventy-two (72) hours of the Contractor's having knowledge of any such non-compliance; (2) promptly provide MIRA within seventy-two (72) hours with copies of any notices sent to or received from any Governmental Body having regulatory jurisdiction with respect to any violations of Applicable Law; (3) pay any resulting direct damages, fines, judgments or awards, including liquidated damages, levies, assessments, impositions, penalties or other charges resulting therefrom; (4) at its own cost and expense, take any commercially practicable action (including, without limitation, making repairs, replacements and operating and management practices changes) necessary, in light of the nature, extent and repetitiveness of such noncompliance, in order to comply with such Performance Guarantee or Contract term, to continue or resume performance hereunder and eliminate the cause of, and to reasonably assure that such non-compliance will not recur; (5) promptly prepare all public notifications required by Applicable Law, and submit such notifications to MIRA for publication; and (6) assist MIRA with all public relations matters necessary to adequately address any public concern caused by such non-compliance, including, but not limited to, preparation of press releases, attendance at press conferences, and participation in public information sessions and meetings.

8.3 Damage Provisions

The Contract will provide for reasonable compensatory, consequential and liquidated damage provisions for breaches of the Contract by the Contractor, consistent with comparable contracts for major works of public improvement under Connecticut law.

9 Reporting Requirements

The Contractor shall be responsible for the Reporting Requirements as set forth in Section 1.9(c) of the RFP.

10 Default, Termination and Dispute Resolution

10.1 Remedies for Breach

Except where damages for specific instances of breach or default are specified, MIRA may, in the event that the Contractor breaches any provision of the Contract, exercise any legal rights it has under the Contract, under the security instruments and under Applicable Law to recover damages or to secure specific performance. MIRA may also “step in” to correct instances of breach or default not satisfactorily addressed by the Contractor and utilize monies from the Letter of Credit for payment for such work.

10.2 Events of Default by the Contractor without Further Notice and Cure Opportunity

MIRA shall have the right to terminate the Contract without additional notice and cure opportunity, and to the extent not excused by an Uncontrollable Circumstance, upon the occurrence of the following events of default, including but not limited to:

- Abandonment of the Facility;
- Repeated failure by the Contractor to accept Acceptable MSW and Acceptable Recyclables from MIRA;
- Default of Guarantor;
- Bankruptcy or insolvency of the Contractor/ Guarantor;
- Failure to maintain any security instrument; or
- Any intentional misrepresentation of information and facts relating to the Contractor's performance obligations and Facility performance.

10.3 Events of Default by the Contractor with Notice and Cure Opportunity

MIRA shall have the right to terminate the Contract with notice and cure opportunity, upon the occurrence of the following events of default, including but not limited to:

- Materially false or inaccurate representations or warranties made under the Contract or Guaranty.
- Failure to pay amounts owed to MIRA, the Host City, or a Transfer Station Host Community within the time specified in the Contract.
- Failure to perform a material obligation under the Contract.

10.4 Events of Default by MIRA

The following shall constitute an Event of Default by MIRA: Repeated and persistent failure or refusal by MIRA to perform their material obligations under the Contract, provided that: (i) the Contractor shall have given prior written notice of the breach of the Contract giving rise to the default, which is not excused by an Uncontrollable Circumstance or the fault of the Contractor, and (ii) such breach has not been corrected or MIRA has not taken reasonable steps to correct such breach within thirty (30) days of such notice.

10.5 No Consequential or Punitive Damages

No consequential or punitive damages as against MIRA shall be payable on any claim arising out of the performance or non-performance of obligations under the Contract.

11 General Provisions

11.1 Term

The term of the Contract shall commence on the Contract Date continuing through the Guaranteed In-Service Date and thereafter for thirty (30) years of operation, unless earlier terminated for cause as provided for in the Contract. In the formation of the Contract, the Parties may endeavor to negotiate two (2) five-year (5) renewal options, which MIRA shall have the sole right to decide.

11.2 Comprehensive Inspections

Upon reasonable written notice, MIRA or its designated representatives may periodically perform a comprehensive inspection of the Facility and all Facilities operated or controlled by the Contractor, and relevant records of the Contractor each Contract Year to determine compliance with the Contract and Applicable Law. The Contractor shall cooperate fully with such inspections, which shall not interfere unreasonably with the Contractor's performance of the Contract.

11.3 Contract Security and Guaranty

The Guaranty shall provide that the Guarantor shall guarantee to MIRA in accordance with the Performance Guarantees (Appendix J) and other Contract terms, that the Contractor will: (1) expeditiously make all payments required to be made or credited to MIRA under the Contract and (2) perform and observe all of the covenants and agreements it entered into under the Contract. The Guarantor may cap its financial liability, but to no less than the full Facility construction cost and, during operations, to no less than the cost of one (1) year of operation and maintenance of the Facility. The Contractor and Guarantor shall immediately notify MIRA of any material decline in the Guarantor's credit standing. If a material decline in the Guarantor's credit standing occurs, MIRA may require the Guarantor to provide one of the following: (i) a letter of credit from a financial institution acceptable to MIRA; or (ii) the

substitution of the Guarantor by another guarantor acceptable to MIRA and enter into a guaranty agreement substantially the same in form and substance to the Guaranty.

11.4 Contract Security; Construction Performance Bond

As further security for the performance of the Contract, the Contractor shall provide a construction performance bond in the amount of the estimated full cost of construction of the Facility, securing the construction of the Facility, in a form acceptable to MIRA. Such bond shall be in standard AIA form, and shall be issued by a surety company or companies rated "A" or better pursuant to current AM. Best Company ratings and listed in the United States Treasury Department's Circular 570. Such surety shall be an admitted surety in Connecticut.

11.5 Contract Security; Operations Bond

As further security for the performance of the Contract, the Contractor shall provide an operations bond in the amount of the estimated full cost of annual operations and maintenance of the Facility, securing the operations and maintenance of the Facility, in a form acceptable to MIRA as co-beneficiaries. Such bond shall be in standard AIA form, and shall be issued by a surety company or companies rated "A" or better per current AM. Best Company ratings and listed in the United States Treasury Department's Circular 570. Such surety shall be an admitted surety in Connecticut.

11.6 Letter of Credit

The Contractor will be required to provide a direct pay, irrevocable Letter of Credit in form acceptable and substance acceptable to MIRA and issued by a bank acceptable to MIRA in the amount of \$ 3,000,000, within thirty (30) days after the Contract Date.

11.7 Assignment

The Contract may not be assigned by either Party without the express written consent of the other Party.

11.8 Uncontrollable Circumstance

In the event of an Uncontrollable Circumstance, the performance of the Contractor shall be excused if the Contractor is unable to perform, provided such event was not caused by or contributed to by any act or omission of the Contractor, the effects of which could not have been prevented or avoided by due diligence if reasonable efforts had been expended by the Contractor. The Contractor shall provide prompt notice to MIRA of the commencement and cessation of an Uncontrollable Circumstance. At the conclusion of any such Uncontrollable Circumstance, the obligations of the Contractor shall resume in full force and effect. The Contractor shall use reasonable efforts to eliminate its cause and resume performance under the Contract as expeditiously as possible. The Contractor shall be liable for the payment of any fines and/or civil penalties levied against the Contractor and/or, MIRA by any regulatory agency with jurisdictional activity should such agency find that the Contractor was negligent by its actions or lack of action in restoring service to required levels. The Contractor shall be

responsible for all costs associated with restoring operating service to meet performance criteria as specified by the Contract.

If based on an Uncontrollable Circumstance, the Contractor's insurance does not cover all of the costs associated with restoring operating service to meet performance criteria as specified by the Contract, any additional costs to restore operating services shall be allocated between the Contractor and MIRA based on a pro rata basis of the quantity of tonnage brought to the Facilities by MIRA. If additional costs are required of MIRA and MIRA is required to provide such funding, which may include issuing public bonds to restore operating service, MIRA shall have the right to terminate the Contract effective upon notice to the Contractor.

If based on an Uncontrollable Circumstance, the unaffected Party reasonably concludes that an Uncontrollable Circumstance or its impact on the affected Party or the Facility will continue (i) for a period of one hundred and twenty (120) or more consecutive calendar days, or (ii) for an aggregate period of one hundred and eighty (180) or more non-consecutive calendar days in the case of any claimed Uncontrollable Circumstance or series of claimed Uncontrollable Circumstances, the unaffected Party shall have the right to terminate the Contract effective upon notice to the affected Party.

In the event of an Uncontrollable Circumstance, a Party reasonably concludes that an Uncontrollable Circumstance or its impact on the affected Party or the Facility has made such affected Party's rights and obligations excessively expensive or otherwise is determined to be impracticable, the affected Party shall have the right to terminate the Contract effective upon notice to the unaffected Party.

11.9 Governing Law

The Contract shall be governed by and construed in accordance with the Laws of the State of Connecticut, without regard to principles of conflicts of laws .

11.10 Changes in Law

In the event that Change in Law, regulations or practices not already known or anticipated as of when the Contract becomes effective, or changes in relevant permits materially alter the procedures applicable to the Parties' performance of their respective obligations hereunder, the Parties will endeavor in good faith to negotiate appropriate and mutually agreeable amendments to the Contract or separate protocols to account for such changes, attempting in all events to restore or maintain for each Party as nearly as possible, its respective rights and obligations and benefits under the Contract. Contractor shall be responsible for providing MIRA at least thirty (30) days written notice of any such Change in Law, including written documentation setting forth the basis for the Change in Law, the estimated costs of compliance, and a description of the actions that need to be taken to comply with the Change in Law.

In the event of a Change in Law that increases the Contractor's operating costs, all related costs to meet the conditions of said Change in Law shall be allocated between the Contractor

and MIRA based on a pro rata basis of the quantity of tonnage brought to the Facilities by MIRA.

If based on notice of a Change in Law, the unaffected Party reasonably concludes that a Change in Law or its impact on the affected Party or the Facility will continue (i) for a period of one hundred and twenty (120) or more consecutive calendar days, or (ii) for an aggregate period of one hundred and eighty (180) or more non-consecutive calendar days in the case of any claimed Change in Law or series of claimed Change in Law events, the unaffected Party shall have the right to terminate the Contract effective upon notice to the affected Party.

If based on notice of a Change in Law, a Party reasonably concludes that a Change in Law or its impact on the affected Party or the Facility has made such affected Party's rights and obligations excessively expensive or otherwise is determined to be impracticable, the affected Party shall have the right to terminate the Contract effective upon notice to the unaffected Party.

11.11 Statutory Authority

MIRA asserts that the statutory authority for the Contract is Connecticut General Statutes Sections 22a-266, 22a-268 and 22a-268g.

11.12 Whistleblower Provision

To the extent that Connecticut General Statutes Section 4-61dd or any successor legal requirement (as the same may be amended from time to time), applies to the Contract, the Contractor shall comply with the requirements of Connecticut General Statutes Section 4-61dd or any successor legal requirement.

If an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of MIRA, the State or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of 4-61dd of the Connecticut General Statutes, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the value of the Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of any applicable state officer, agency or quasi-public agency may request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

The Contractor shall post a notice in a conspicuous place which is readily available for viewing by the employees of the provisions of Connecticut General Statutes Section 4-61dd relating to large state contractors.

11.13 Public Records

Any information required to be submitted to MIRA or requested by MIRA pursuant to the Contract that the Contractor considers confidential, financial information given in confidence, intellectual property or a trade secret or Contractor otherwise considers exempt from disclosure pursuant to Connecticut General Statutes Section 1-210(b) shall be labeled as such on submission to MIRA, unless such earlier claims were already adjudicated by the Freedom of Information Commission, accompanied with an explanation justifying an exemption from release consistent with Connecticut General Statutes Section 1-210(b). Should the Contractor's asserted exemption be challenged by any person, the final administrative authority to release any or all material so identified rests with the Freedom of Information Commission. In the event such information is requested from MIRA under the Connecticut Freedom of Information ACT ("FOIA"), MIRA shall notify the Contractor of such request and permit the Contractor five (5) business days to respond, defend or otherwise prevent the release of the information. The Contractor hereby indemnifies and holds harmless MIRA each of its officers, employees, and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material which the Contractor has designated as exempt from disclosure under FOIA.

11.14 Forum and Choice of Law

The Contract shall be deemed to have been made in the City and County of Hartford and the State of Connecticut. The Contract shall be governed, interpreted and construed under and in accordance with the laws of the State, whether or not its conflict of laws principles would dictate otherwise. To the extent that any immunities provided by federal law or the laws of the State do not bar an action against MIRA, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only, pursuant to Connecticut General Statutes Section 22a-268. The Contractor shall irrevocably waive any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. The Contractor acknowledges and agrees that nothing in the Contract shall be construed as a waiver by MIRA of any claims of rights or defenses of sovereign immunity with respect to the Contract. To the extent this provision conflicts with any other provision of the Contract, this provision shall govern.

11.15 Indemnification and Hold Harmless

Contractor Indemnification. Contractor shall, at its sole cost and expense, indemnify, defend and hold harmless the State of Connecticut, MIRA and its officers, representatives, agents, servants, employees, successors and assigns ("Indemnified Parties") from and against any and all liabilities, penalties, fines, damages, losses, settlements, orders, decrees, liens, debts, charges, executions, interest, costs and expenses, including but not limited to, attorneys' and other professionals' fees, and court costs ("Costs") arising, directly or indirectly, in connection with suits, claims, actions, demands, investigations and proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, from acts of commission or omission (collectively, the "Acts") of the Contractor and any subcontractor under or

pursuant to the performance of its or their obligations under the Contract or the applicable subcontract. The Contractor shall use counsel reasonably acceptable to MIRA in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims arising from any breach by the Contractor of confidentiality obligations with respect to any part of or all of the Proposal or any infringement by the Contractor of any person's intellectual property rights or other proprietary rights.

Property Damage. Without limiting the Contractor's repair obligations under the Contract, the Contractor shall reimburse MIRA for any and all damages, if any, to the real or personal property of MIRA caused by the acts of the Contractor or any subcontractors. Each of the Contractor and MIRA shall give prompt notice to the other of any such Claims.

Third Party Fees. The rights provided in this Section for the benefit of MIRA shall encompass the recovery of reasonable attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

Survival. The indemnities contained in this Section shall survive the transactions contemplated hereby and the termination and the expiration of the Contract for a period expiring six (6) years following such termination or expiration and shall not be affected in any way by the absence of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under any insurance policies maintained by the Contractor under 11.27 hereof.

11.16 Debarment or Suspension

The Contractor represents and warrants that neither the Contractor nor, to the Contractor's knowledge, any subcontractor, any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of the Contract:

- i. is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any governmental authority;
- ii. has, within the three (3)-year period immediately preceding the effective date of the Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract for a governmental authority, violation of federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, tax evasion, violating federal criminal tax laws, or receiving stolen property;

- iii. is presently indicted for or otherwise criminally or civilly charged by a governmental authority with commission of any of the offenses enumerated in clause (ii) above; and
- iv. has, within the three (3)-year period immediately preceding the effective date of the Contract, had one or more transactions for a governmental authority terminated for cause for default.

The Contractor shall include, or shall cause to be included, in each subcontract, sub-subcontract, assignment and purchase order, the aforementioned certification from the parties thereto.

11.17 Campaign Contribution And Solicitation Limitations

For all State contracts as defined in P.A. 10-1 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 proposal and any contract shall simultaneously execute a document entitled SEEC Form 10 included as Exhibit 11.17.1 expressly acknowledging receipt of the State Elections Enforcement Commission's Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign And Solicitation Limitations, and agreeing to inform its principals of the contents of the notice.

11.18 Affirmation Concerning The State Of Connecticut Ethics Law

At the time the Contractor submits its proposal to DEEP and at the time any contract is executed, it simultaneously shall execute a document entitled Affirmation Concerning The State Of Connecticut Ethics Law and said document is attached hereto and made a part of the Proposal and Contract as Exhibit 11.18.1.

11.19 Affidavit Concerning Nondiscrimination

At the time the Contractor submits its proposal to DEEP and at the time of the execution of the Contract, it shall simultaneously execute a document entitled Affidavit Concerning Nondiscrimination and said document is attached hereto and made a part of the Proposal and Contract as Exhibit 11.19.1.

11.20 Affidavit Concerning Consulting Fees

At the time of the submission of the proposal and at the time of the execution of the Contract, Contractor simultaneously executed a document entitled Affidavit Concerning Consulting Fees and said document is attached hereto and made a part of the Proposal and Contract as Exhibit 11.20.1.

11.21 Contractor's Certification Concerning Gifts

At the time of the submission of the proposal and at the time of the execution of the contract, Contractor shall simultaneously execute a document entitled Contractor's Certification

Concerning Gifts and said document is attached hereto and made a part of the Proposal and Contract as Exhibit 11.21.1.

11.22 Iran Certification Form

At the time of the submission of the proposal and at the time of the execution of the Contract, Contractor shall simultaneously execute a document entitled Iran Certification Form (OPM Form 7) and said document is attached hereto and made a part of the Proposal and Contract as Exhibit 11.22.1.

11.23 Affidavit of Third Party Fees

At the time of the submission of the proposal and at the time of the execution of the Contract, Contractor shall simultaneously execute a document entitled Affidavit of Third Party Fees (Form A2) and said document is attached hereto and made a part of the Proposal and Contract as Exhibit 11.23.1.

11.24 Affidavit Concerning Subcontractor/Consultant Affirmation Under the State of Connecticut Ethics Laws

At the time of the submission of the proposal and at the time of the execution of the Contract, Contractor shall simultaneously execute a document entitled Subcontractor/Consultant Affirmation Under the State of Connecticut Ethics Laws and said document is attached hereto and made a part of the Proposal and Contract as Exhibit 11.24.1.

11.25 President's Certification Concerning Gifts

At the time of the President of MIRA's execution of the Contract, the President of MIRA shall simultaneously execute a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of the Contract as Exhibit 11.25.1.

11.26 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Services for MIRA 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, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor 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. 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, sexual orientation, gender identity or expression, intellectual disability, mental disability, or

physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved;

(b) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, 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) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Contractor’s commitments under Connecticut General Statutes Sections 4a-60 and 4a-60a and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) Contractor agrees to comply with each applicable provision of Connecticut General Statutes Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, and with each regulation or relevant order issued by the Commission pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e, and 46a-68f; and

(e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Connecticut General Statutes Sections 4a-60, 4a-60a and 46a-56. If the Contract is a public works contract, Contractor 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.

11.27 Minimum Limits of Insurance

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

- (a) Commercial General Liability:
 - (1) \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.
 - (2) \$2,000,000 General Aggregate
 - (3) \$2,000,000 Products & Completed Operations Aggregate
 - (4) \$1,000,000 Personal & Advertising Injury
- (b) \$25,000,000 Umbrella Liability
- (c) Automobile Liability:

- (1) \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
- (2) Include Owned, Hired and Non-Owned Auto Liability
- (d) Workers' Compensation: Statutory limits.
- (e) Employer's Liability:
 - (1) \$1,000,000 Each Accident
 - (2) \$1,000,000 Disease – Policy Limit
 - (3) \$1,000,000 Disease – Each Employee
- (f) Contractor's Pollution Liability with a limit of \$5,000,000.00
- (g) Professional liability insurance with a limit of \$1,000,000.00
- (h) Contractor's Property Insurance covering 100% the actual cash value of Contractor's buildings and equipment.
- (i) Builders Risk Insurance. With respect to the construction of the improvements to the Facilities, MIRA intends to carry builder's risk insurance pertinent to the improvements at each of the Facilities. For new structures, builder's risk insurance shall be in the amount of \$_____ and shall cover the new structures as they are being built, as well as the materials and equipment stored on site (in transit or stored off-site) which are intended to be incorporated into the structure. For renovations, builder's risk insurance shall be in the amount of \$_____ and shall cover only the improvements being made. The Contractor's liability insurance shall cover the unimproved property. MIRA intends to procure builder's risk policies that are "all-risk" for the full value of the Project on a replacement cost basis, to include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage, as well as coverage for theft, terrorism, mold, glass breakage, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and start-up. The Contractor shall be responsible to pay or reimburse MIRA on demand for the all costs associated with the procurement and maintenance of builder's risk insurance contemplated by this paragraph, including without limitation all deductibles, premiums and brokerage fees and charges.
- (j) Flood Insurance. The Contractor will be required to carry flood insurance.
- (k) Business Interruption Insurance. The Contractor will be required to carry business interruption insurance.
- (l) Deductibles, Self-insured Retentions and Uninsured Losses

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

(m) Other Insurance Provisions

All policies required under the Contract shall contain the following provisions:

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 Contractor:

- (a) Commercial General Liability
- (b) Automobile Liability
- (c) Contractor's Pollution Liability

The Contractor agrees to notify MIRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required under the Contract. 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 lmartin@MIRA.org, or by correspondence to MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067-1722.

The Contractor should waive (and require their insurers to waive) subrogation rights against MIRA for losses and damages incurred under the insurance policies required by the Contract.

The Contractor'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.

(n) 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 Work is being performed, unless otherwise approved by MIRA.

(o) Verification of Coverage

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

(p) Subcontractors

Contractor 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.

11.28 Prevailing Wages

Contractor shall pay wages on an hourly basis to any mechanic, laborer or workman employed upon the Work herein and the amount of payment or contribution paid or payable on behalf of each such employee to an employee welfare fund, as defined in Connecticut General Statutes Section 31-53(h), at rates equal to the rates customary or prevailing for the same work in the same trade or occupation in the town in which the Work is being conducted.

If Contractor is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund, Contractor shall pay to each employee as part of his or her wages the amount of payment or contribution for his or her classification on each payday.

Contractor shall keep, maintain and preserve records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer, or workman under the Contract is employed during each work day and week in such manner and form as the labor commissioner establishes to assure the proper payments due to such employees or employee welfare funds under Connecticut General Statutes Sections 31-53 and 31-54.

12 Taking Exceptions to the RFP.

Proposers may take exceptions to terms of the RFP, unless it is specifically stated that exceptions may not be taken. All exceptions taken MUST BE specific, and the Proposers must indicate clearly what alternative is being offered and why it is being offered to allow MIRA a meaningful opportunity to evaluate Proposals. Any exception to an item in the solicitation must be clearly set out and fully explained in the proposal as to why the proposer is taking exception.

DEEP and MIRA, after completing Proposal evaluations, may accept or reject an exception. If an exception is rejected after Proposal evaluations, the Proposer shall have the right during the Contract negotiations to adjust its proposed terms, such as pricing, to accommodate said rejection. DEEP and MIRA reserves the right thereafter to discontinue negotiations with such Proposer as a result of any changes in pricing.

DEEP is under no obligation to answer any question submitted after the deadline provided in the schedule set forth in Section 1.9 of the RFP.

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CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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.

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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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"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.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) 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 (ii) 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 subcontractor" 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has *managerial or discretionary responsibilities with respect to a subcontract*, (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 subcontractor.

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ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE _____

DATE (mm/dd/yyyy) _____

NAME OF SIGNER

First Name

MI

Last Name

Suffix

TITLE

COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,
www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"



AFFIRMATION CONCERNING THE STATE OF CONNECTICUT ETHICS LAW

Pursuant to Section 1-101qq of the Connecticut General Statutes, this Affirmation shall be completed and properly executed by the chief official or other duly authorized representative of the business entity (the "Contractor") submitting a bid or proposal (a "Bid/Proposal") to the Materials Innovation and Recycling Authority for a large state construction or procurement contract, as defined in Section 1-101mm(3) of the Connecticut General Statutes.

I, the undersigned, am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I affirm, as follows:

1. Contractor seeks to submit a Bid/Proposal for the " _____ " (the "Agreement") with the Materials Innovation and Recycling Authority; and
2. Pursuant to Section 1-101qq(a) of the Connecticut General Statutes, Contractor hereby affirms (i) its receipt of the summary of state ethics laws entitled "Guide to the Code of Ethics for Current or Potential State Contractors - 2010" (the "Summary"), and (ii) that the key employees of Contractor listed in TABLE A below have read and understand the Summary, and agree to comply with the provisions of State of Connecticut ethics law; and
3. Pursuant to Section 1-101qq(b) of the Connecticut General Statutes, Contractor agrees that it (i) shall provide the Summary to each subcontractor (a "Subcontractor") or consultant (a "Consultant") of Contractor on the Agreement, (ii) shall obtain the written affirmation ("Affirmation") in the form attached hereto from each such Subcontractor or Consultant, and (iii) timely provide each such Affirmation to the Materials Innovation and Recycling Authority.

TABLE A:	Key Employees (with Title) of Contractor that Have Read and Understand the Summary, and Agree to Comply with the Provisions of the State Ethics Law

By (Signature): _____

Name (Print): _____

Title: _____



**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 "[NAME OF 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;



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 "[NAME OF 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

[NAME OF AGREEMENT] AGREEMENT

(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 for the "[Name of Agreement]" (the "Agreement") to the Materials Innovation and Recycling Authority ("MIRA"), and has been selected by MIRA as the successful bidder for the Agreement and is prepared to enter into the Agreement with MIRA; and
3. No gifts were made between [Date] 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 Agreement

to

 - (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 for the Agreement

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, Senate Republican President Pro Tempore
Representative Joe Aresimowicz, 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

 Commission Expiration Date

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.



IRAN CERTIFICATION FORM (OPM Form 7)

This form 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.

I, _____ (name), _____ (title) of _____ (firm name, hereafter "Respondent") an entity duly formed and existing under the laws of _____, being duly sworn, hereby depose that:

- i. I am over the age of eighteen and understand and appreciate the obligations of an oath
- ii. Respondent seeks to enter into the "[NAME OF AGREEMENT]" (the "Agreement") with the Materials Innovation and Recycling Authority; and
- iii. Respondent hereby certifies as follows:

Section 1: APPLICABILITY

Check applicable box (must be completed regardless of where the Respondent's principal place of business is located):

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the Section 2: Certification portion of this form, but are still required to complete Section 3 of this form.
- Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. Respondents who check this box are required to complete all sections of this form.

Please complete this form as specified in this Section 1 and submit it with the RFB, RFP or RFQ response or contract package if there was no RFB, FRP, or RFQ process.

Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

Section 2: CERTIFICATION

Pursuant to P.A. No. 13-162, upon submission of a bid, or prior to executing a large state contract if no bid process was conducted, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Section 3: AFFIRMATION

Note: This Section 3 must be completed even if Section 2 of this form was not required based on the responses in Section 1 of this form.

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)



**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 "NAME OF 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

 Commission Expiration Date

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.



**SUBCONTRACTOR/CONSULTANT
AFFIRMATION UNDER THE
STATE OF CONNECTICUT ETHICS LAW**

Pursuant to Section 1-101qq(b) of the Connecticut General Statutes, this Subcontractor/Consultant Affirmation shall be completed and properly executed by the chief official or other duly authorized representative, of each subcontractor or consultant under a large state construction or procurement contract, as defined in Section 1-101mm(3) of the Connecticut General Statutes, with the Materials Innovation and Recycling Authority.

I, the undersigned, am _____ (title) of
_____ (firm name), an entity duly
formed and existing under the laws of _____ (name of state or commonwealth)
(the "Business").

I affirm, as follows:

1. The Business seeks to act as a [subcontractor OR consultant] of [CONTRACTOR NAME] (the "Contractor") under the "[NAME OF AGREEMENT]" (the "Agreement") with the Materials Innovation and Recycling Authority; and
2. Pursuant to Section 1-101qq(b) of the Connecticut General Statutes, the Business hereby affirms (i) its receipt from the Contractor of the summary of state ethics laws entitled "Guide to the Code of Ethics for Current or Potential State Contractors – 2010" (the "Summary"), and (ii) that the key employees of the Business listed in TABLE A below have read and understand the Summary, and agree to comply with the provisions of the Summary.

TABLE A:	Key Employees (with Title) of Contractor that Have Read and Understand the Summary, and Agree to Comply with the Provisions of the State Ethics Law

By (Signature): _____
Name (Print): _____
Title: _____



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

[NAME OF AGREEMENT]

Awarded To

[NAME OF CONTRACTOR/CONSULTANT]

(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 "[Name of 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