



REQUEST FOR PROPOSALS
For
OUTDOOR ADVERTISING ON MIRA PROPERTY
(RFP Number 21-FA-002)

Materials Innovation and Recycling Authority
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067

TABLE OF CONTENTS

- I. Request for Proposals:
 - A. Background and Scope
 - B. RFP Projected Timeline
 - C. Notice of Interest
 - D. Availability of RFP
 - E. Proposal Contents
 - F. Proposal Submittal Procedures
 - G. Proposal Opening
 - H. Proposal Open and Subject to Acceptance
 - I. Proposal Evaluation
 - J. Contract Award
 - K. Affidavit Concerning Consulting Fees
 - L. Contractor's Certification Concerning Gifts

- II. Additional Terms and Conditions:
 - A. Definitions
 - B. Binding Effect
 - C. MIRA Reserved Rights
 - D. Communications With MIRA Staff and Board Members
 - E. Addenda And Interpretations
 - F. Modification or Withdrawal of A Proposal
 - G. Proposal Preparation and Other Costs
 - H. Proposer's Qualifications

- III. Attachments and Forms
 - 1. Billboard Advertising Agreement
 - 2. Proposal Form
 - 3. Background Questionnaire
 - 4. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety
 - 5. Affidavit Concerning Nondiscrimination
 - 6. Iran Certification Form
 - 7. Acknowledgement of Notice Of Campaign Contributions And Solicitation Limitations

I. Request for Proposals:

A. Background and Scope

The Materials Innovation and Recycling Authority (“MIRA”) is a State of Connecticut (“State”) quasi-public entity created pursuant to Public Act 14-94. MIRA has the responsibility for the planning, design, construction, financing, management, operation and maintenance of solid waste disposal, volume reduction, resource recovery and related facilities considered to be necessary, desirable, convenient or appropriate in carrying out the State’s solid waste management plan.

MIRA owns a parcel of real property located on Reserve Road in Hartford, Connecticut (the “Reserve Road Property”) that contains a site (the “Reserve Road Site”) that is duly licensed under the Laws and Regulations to contain one (1) two-sided billboard for advertising purposes. This billboard is in a prime location visible from the Charter Oak Bridge where Exit 29 off Interstate 91 northbound merges onto Route 5/15 northbound. According to the Connecticut DOT traffic volumes on this section of Route 5/15 are approximately 44,000 vehicles per day.

An existing licensee owns an existing billboard on the site which they are responsible for removing at the end of the current license agreement. MIRA is seeking proposals from potential licensees (each a “Proposer”) interested in entering into a licensing agreement to enter the Reserve Road Property to construct/erect at Proposer’s sole expense and in accordance with all applicable industry standards and the Laws and Regulations, a new billboard at the Reserve Road Site, or, if they can come to terms acceptable to the existing licensee and MIRA, take over ownership of the existing billboard on the Reserve Road Site..

In addition MIRA operates an integrated system of solid waste facilities including a recycling facility on Murphy Road in Hartford; and active transfer stations in Essex, Torrington, and Watertown. In addition, MIRA also owns and maintains several properties on which there are currently-inactive facilities, as well as owns real estate on which others own and operate a solid waste facility. As part of their proposal Proposers can propose alternate forms of advertising such as smaller fence-mounted bulletin boards, or other off-premise signs on one or more of the MIRA properties.

Any bulletin boards or other outdoor units shall be erected and insured at Proposers sole cost and expense.

This RFP contemplates that Proposers could utilize billboard for any advertising content that is legal to advertise on public property in the State of Connecticut and in the local municipality in which the billboard is located and for any activity that is legal in the State of Connecticut, excepting as follows (hereafter the “Restrictions”):

- MIRA, as a quasi-public construct of the legislature does not want it’s property used for political advertisements that support or oppose i) candidates for political office or ii) a specific piece of legislation; and

- MIRA does not want its property used for advertisements that are pornographic in nature, either for the advertisement of “adult” venues (including but not limited to strip clubs, adult bookstores, etc.) or the use of pornographic graphic sexual images to advertise other products or causes.

Proposers should include in their proposal additional language to further clarify the Restrictions and MIRA will negotiate with the successful proposer to refine such language in the Agreement. The successful proposer will be responsible at its sole cost and liability for the content of its advertising including ensuring the legality of its advertisements.

B. RFP Projected Timeline

The following is the projected timeline for the RFP process:

ITEM	DATE
RFP Documents Available	Thursday, November 12, 2020
Deadline for Written Questions	3pm, January 14, 2021
Response to Written Questions	January 22, 2021
Proposals Due at MIRA	January 28, 2021
Proposal evaluation including clarifications, interviews and negotiations	If it conducts interviews, MIRA expects to do so between Monday February 8 and Thursday February 11, 2021
Selection and Notice of Award Issued	Pending approval by the MIRA Board of Directors (expected to be presented to the Board for approval at the March 2021 Board Meeting).
Expected Agreement Effective Date	Expect to have executed contract approximately April 1, 2021.

C. Notice of Interest

Potential Proposers should express their interest in this RFP by providing their contact information in writing to MIRA as soon as possible following publication of this RFP. This may be done by writing or e-mailing MIRA’s Contract and Procurement Manager as follows:

Mr. Roger Guzowski
Contract and Procurement Manager
Materials Innovation and Recycling Authority

rguzowski@ctmira.org
200 Corporate Place, Suite 202
Rocky Hill, CT 06067

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

MIRA will use this notice of interest information to notify the proposer regarding the availability of addenda and other information related to this RFP.

D. Availability of RFP

Complete sets of this RFP and all Attachments may be obtained on the World Wide Web at <http://www.ctmira.org> on the “Current Bids, RFP and RFQ” page, under the “Business Links” section of the website. The RFP and Attachments can be accessed by selecting the link titled: ”RFP FOR OUTDOOR ADVERTISING ON MIRA PROPERTY ”.

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

The RFP, Attachments and forms are also available Monday through Friday from 8:30 a.m. to 4:30 p.m. at MIRA’s offices, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067. Anyone intending to pick up the documents at MIRA’s offices must contact Roger Guzowski at (860) 757-7703 at least 24 hours in advance. There is a charge of \$30.00 for anyone picking up the documents at MIRA’s office. Payment should be made by check payable to “Materials Innovation and Recycling Authority.” Please note that these available days, times and lead times may be impacted any pandemic, weather, or other emergency response protocols then in effect.

E. Proposal Contents

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

1. Title page, including the title of this RFP, the name of the Proposer and the date the proposal is submitted;
2. Cover letter, signed by a person authorized to execute the Agreement on behalf of Proposer, which includes the following:
 - The name of the Proposer;
 - The legal structure of the Proposer (e.g., corporation, joint venture, etc.);

- A clear statement indicating that the proposal constitutes a firm and binding offer by the Proposer to MIRA considering the terms and conditions outlined in the RFP;
 - The proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises;
 - The cover letter should not exceed one page.
3. Table of Contents for the proposal;
4. Background and Experience Narrative including the following:
- General description of the Proposer's firm (and servicing office if applicable) including the number of years in the business of, and experience providing outdoor billboard advertising, including information regarding depth and breadth of proposer's service region, the typical advertising clients/sectors served, and prior experience working with governmental or quasi- government entities (including quasi-public authorities, enterprise funds, etc.)
 - Listing of the principal individuals within the firm who will be, both the primary liaison to MIRA as well as placing advertising on any outdoor advertising on MIRA property and brief description or curriculum vitae of their background and experience in providing such services.
 - Provide up to five references for whom Proposer provides services similar to those in its proposal, including:
 - Client company/agency name, location and brief synopsis of the work performed; and
 - Reference name, title, address, e-mail and phone contact information.
5. Narrative regarding erecting and removing billboard structure
- Detail information about the type of billboard structure proposed, including but not limited to dimensions, information about the bracing and structural supports necessary to support the free-standing billboard, power requirements (if applicable).
 - Provide planning level timeline, including, but not limited to ordering lead times, permitting timelines, schedule for erecting the billboard structure, etc.
 - Detail Proposer's plan for transition services and how Proposer will work with the existing billboard licensee to coordinate schedules to remove existing billboard and erect new billboard, or transfer ownership of existing billboard structure from current Licensee to Proposer.

- Detail proposer’s plan for removal of the billboard structure at the end of the contract term.

6. Billboard license payment

- Detail the license payment Proposer proposes to pay MIRA including how proposer proposes to distribute that payment (e.g. paid monthly, quarterly, annually, etc. and if some or all of that license payment would be paid up front as an initial payment).
- Propose one or more Termination Date(s) in accordance with Section 5 of the Agreement (RFP Attachment 1). The proposed termination date should be sufficient to provide Proposer return on proposed capital investment and should ensure maximum financial benefit to MIRA. The proposed Termination Date should not be sooner than June 30, 2027 - the end of MIRA’s current Tier 1 Municipal Service Agreements (“MSA’s”). If a Proposer is proposing multiple potential Termination Dates and if doing so will impact the license payment they propose to pay to MIRA, then proposer should provide a schedule that shows how the proposed license payment will change with each proposed Termination Date

7. Optional Narrative Regarding Additional Outdoor Advertising

- Specify the MIRA property at which proposer proposes to utilize additional outdoor advertising
- Detail information about the type of alternate advertising structure proposed, including but not limited to dimensions, information about the bracing and structural supports necessary to support the alternate advertising structure, power requirements (if applicable), etc..
- Provide planning level timeline, including, but not limited to ordering lead times, permitting timelines, schedule for erecting the alternate advertising structure, etc.
- Detail the license payment Proposer proposes to pay MIRA for the additional outdoor advertising including how proposer proposes to distribute that payment (e.g. paid monthly, quarterly, annually, etc. and if some or all of that license payment would be paid up front as an initial payment).

8. Business Exceptions:

- Identify any exceptions, additions or deletions to the provisions of the Brokerage Service Agreement. In each instance, identify the applicable agreement, section, schedule or attachment number and specific language of concern. State the reason for concern and proposed modification to resolve the concern. Specify why the proposed modification is in MIRA’s

best interest and assists in accomplishing the objectives of this Brokerage RFP.

9. The completed Proposal Form attached hereto as Attachment 2;
10. The completed Background Questionnaire attached hereto as Attachment 3 (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
11. The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety attached hereto as Attachment 4 with the proposer's most recent EEO-1 data attached if the proposer wishes such data to be considered in the evaluation of its proposal;
12. The completed Affidavit Concerning Nondiscrimination attached hereto as Attachment 5, subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
13. The completed Iran Certification Form attached hereto as Attachment 6 subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
14. The completed Acknowledgement of Notice Of Campaign Contributions And Solicitation Limitations attached hereto as Attachment 7;
15. A copy of the proposer's up-to-date certificate of insurance showing all current insurance coverage.

Proposers should not include in their proposals other portions of the RFP. A pro-poser should not include information that is not directly related to the subject matter of this solicitation.

F. Proposal Submittal Procedures

Sealed proposals shall be submitted as per the schedule set forth in Section I.B of this RFP to the offices of MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067, Attn: Roger Guzowski. MIRA reserves the right to reject any proposals received after the time and date set forth above.

Each Proposer must submit one (1) "wet ink" original of its proposal and one electronic copy.

The "wet ink" original must contain all original signatures and shall be delivered to MIRA in a sealed envelope that shall be clearly marked "PROPOSAL FOR OUTDOOR ADVERTISING ON MIRA PROPERTY" The original proposal shall be stamped or otherwise marked as such.

The electronic copy must be in PDF format and be emailed to mirabb21@ctmira.org prior to the due date specified in Section 1B of the RFP.

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

G. Proposal Opening

All proposals will be opened at MIRA's convenience on or after the proposal due date. MIRA reserves the right to accept or reject any or all of the proposals, or any part(s) thereof, and/or to waive any informality or informalities in any proposal or this RFP process.

H. Proposal Open and Subject to Acceptance

All proposals shall remain open and subject to acceptance by MIRA for sixty (90) days after the deadline for proposal submission

I. Proposal Evaluation

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

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

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

1. Price;
2. MIRA's evaluation, in its sole discretion of the Proposer's qualifications, including both the firm's experience and the individuals who have been identified who will be working with MIRA as specified in I.E.
3. MIRA's evaluation in its sole discretion of Proposer's plan to erect and remove advertising structures on MIRA's property as specified in I.E.;
4. Reasonableness of any proposed Insurance Exceptions as specified in I.E.8; and
5. Any other factor or criterion that MIRA, in its sole discretion, deems relevant to such evaluation.

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

1. The proposer's success in implementing an affirmative action plan (see Question 4 of Attachment 4);
2. The proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive (see Question 5 of Attachment 4);
3. The proposer's promise to develop and implement a successful affirmative action plan (see Question 4B of Attachment 4);
4. The proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
5. The proposer's promise to set aside a portion of the contract for legitimate minority business enterprises.

J. Contract Award

The successful Proposer will be required to execute the Outdoor Advertising License Agreement attached hereto as Attachment 1 ("Agreement"). The Proposer substantially agrees to all the terms and conditions of this attached Agreement unless otherwise specified as provided in Section I.E.8 hereof.

If the contract is to be awarded, MIRA will issue to the successful proposer(s) a Notice of Award within sixty (90) days after the proposal due date.

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

K. Affidavit Concerning Consulting Fees

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

L. Contractor's Certification Concerning Gifts

Pursuant to Connecticut General Statutes Section 4-252, the apparently successful Proposer(s) must submit a document certifying that it has not given any gifts to certain individuals between the date MIRA started planning the RFP and the date the Agreement is executed. If the

apparently successful Proposer does not execute the Certification, it will be disqualified from entering the Agreement. The dates between which the proposer may not give gifts and the identities of those to whom it may not give gifts are specified in the Contractor's Certification Concerning Gifts. This affidavit is included and will become part of the Agreement.

II. Additional Terms and Conditions:

A. Definitions

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

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

B. Binding Effect

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

C. MIRA Reserved Rights

During the entire solicitation process MIRA retains the right to:

1. Extend any of the actual or proposed dates in the Projected Timeline;
2. Reject any and all proposals and republish this RFP;
3. Terminate this RFP process at any time prior to the execution of an agreement;
4. Supplement, amend, or otherwise modify or cancel the solicitation process with or without substitution of another solicitation;
5. Issue additional or subsequent solicitations;

6. Investigate the qualifications of any entity under consideration (including subcontractors and parties otherwise related to a proposing entity);
7. Clarify the information provided pursuant to this RFP;
8. Request additional evidence or documentation to support the information included in any submittal;
9. Appoint an evaluation committee to review submittals and use the assistance of outside professionals in submittal evaluation;
10. Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
11. Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
12. Enter into any final Agreement which results from this RFP for which MIRA in its sole and absolute discretion determines to be in its best interest . ;
13. Enter into a final Agreement with terms that vary from the terms set forth in MIRA's solicitation documents;
14. Contact, and if permitted by site owner, visit and examine any of the facilities listed as a reference in any submittal;
15. Conduct contract discussions with one or more submitting entities; and
16. Reject any and all submittals, or parts thereof, and/or to waive any informality or informalities in any proposal, if such rejection or waiver is deemed in the best interests of MIRA.

D. Communications With MIRA Staff and Board Members

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

E. Addenda And Interpretations

MIRA may issue Addenda to this RFP that shall, upon issuance, become part of the RFP and binding upon all potential or actual Proposers. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Proposers. Any request for interpretation or clarification of this RFP must be submitted in writing to Roger Guzowski by e-mail (rguzowski@ctmira.org), by fax (860-757-7740), or by correspondence (MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067). To be given consideration, any such written request must be received by MIRA by the deadline set forth in Section I.B of this RFP. Addenda, if any, will be mailed and/or e-mailed to all persons who expressed interest or arranged to pick up this RFP pursuant to Sections I.C and I.D hereof. Such addenda will also be posted on MIRA's website (<http://www.crra.org> on the "Business Opportunities" page under the "RFP FOR OUTDOOR ADVERTISING ON MIRA PROPERTY" heading). Such addenda will be

mailed/e-mailed and posted on the website no later than the date set forth in Section I.B of this RFP.

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

F. Modification or Withdrawal of A Proposal

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

G. Proposal Preparation and Other Costs

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

H. Proposer's Qualifications

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

OUTDOOR ADVERTISING LICENSE AGREEMENT

This OUTDOOR ADVERTISING LICENSE AGREEMENT (this "Agreement") is made as of this 1st day of July, 2021 (the "Effective Date"), by and between the **MATERIALS INNOVATION AND RECYCLING AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067 ("MIRA" or "Licensor") and [Successful Bidder], _____, having its principal offices at _____ ("Licensee").

PRELIMINARY STATEMENT

MIRA owns a certain parcel of real property located on Reserve Road, Hartford, Connecticut (the "Reserve Road Property"), that contains a site that is duly licensed under the Laws And Regulations to contain one (1) two (2) sided billboard for advertising purposes. [RFP Note: MIRA to add additional properties and forms of outdoor advertising in final agreement if it accepts a proposal for additional outdoor advertising]. MIRA desires to grant Licensee a license for the specific purpose of allowing Licensee to enter the Reserve Road Property in accordance with the terms and conditions of this Agreement.

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

Terms and Conditions

1. MIRA shall enter into this Agreement with Licensee to grant Licensee a license to enter the Reserve Road Property to construct/erect, at bidder's sole expense and in accordance with all applicable industry standards and the Laws And Regulations, a new billboard on the site in the Reserve Road Property detailed in **Exhibit A** attached hereto and made a part hereof (hereafter known as the "Billboard"). MIRA's foregoing granting of a license to Licensee is contingent upon the following terms:

Licensee or its agent can place any Outdoor Advertisement content on the Billboard that is legal to advertise on public property in the State of Connecticut and in the local municipality in which the billboard is located and for any activity that is legal in the State of Connecticut, excepting as follows (hereafter the "Content Restrictions"):

- Licensee is prohibited from placing on the Billboard any political advertisements that support or oppose i) candidates for political office or ii) a specific piece of legislation; and
- Licensee is prohibited from placing on the Billboard any advertisements that are pornographic in nature, either for the advertisement of “adult” venues (including but not limited to strip clubs, adult bookstores, etc.) or the use of pornographic graphic sexual images to advertise other products or causes.

In its performance under this Agreement, Licensee agrees to perform consistent with: (i) any and all instructions, guidance and directions provided by MIRA to Licensee; (ii) the terms and conditions of this Agreement; (iii) sound outdoor advertising and leasing practices; (iv) any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental bodies, agencies, authorities and courts having jurisdiction, including but not limited to all zoning, building, and engineering legal requirements (collectively, "Laws and Regulations") (hereinafter collectively referred to as the "Standards").

2. The License under this Agreement can be exercised by Licensee only over that portion of the Reserve Road Property necessary for Licensor to construct/erect, maintain, utilize, change an advertisement, and reconstruct, if necessary, the Billboard for advertising purposes (the “Limited Access”). Licensee’s foregoing Limited Access is subject to the following conditions: (i) Licensee shall not interfere with any other operations or activities being conducted at the Reserve Road Property by either MIRA or any other person or entity; (ii) Licensee directly coordinates such access with MIRA staff or agents at the Reserve Road Property; and (iii) Licensee is in compliance with all of the terms and conditions of this Agreement. Licensee’s foregoing Limited Access in this paragraph shall be strictly limited to the terms defined in this Paragraph. MIRA reserves the right to revoke the Licensee’s Limited Access herein if Licensee fails to comply with any of the foregoing conditions of access. MIRA shall have the right to impose conditions upon any work performed by Licensee on the Billboard within the Reserve Road Property necessary to assure the safety of MIRA’s facilities which are or may be in the future on the Reserve Road Property. Licensee’s use of the Reserve Road Property herein is subject to MIRA’s right to enter and use the Reserve Road Property for MIRA’s business purposes.

3. For the right to license the Billboard under this Agreement, Licensee shall pay MIRA license payments as detailed in **Exhibit B** attached hereto and made a part hereof. All foregoing license payments shall be paid to MIRA by Licensee by the payment due date[to be modified in final agreement based on Proposer’s proposal] and the payment shall be deemed late after the 10th day after due date. Licensee hereby acknowledges and agrees that time is of the essence with respect to Licensee's obligations to make the license payments under this Agreement. If MIRA does not receive a Licensee’s payment by the 10th day after the due date, Licensee shall be liable for a fifteen (15%) percent late charge for that period’s late rental payment. An interest charge of 1 ½ % per month or 18% per year shall be levied on payments that are past due.

4. Licensee shall be responsible for any municipal, state, and federal governmental taxes, fees, or other charges levied upon the Billboard as a result of Licensee use of said Billboard under this Agreement.

5. Licensee shall be responsible to obtain and maintain all governmental permits/authorizations and be liable for all related fees to construct/erect, maintain, utilize, and reconstruct the Billboard for the term of this Agreement. The Licensee shall be responsible for all costs associated with the Billboard, including but not limited to, utility costs, any applicable property taxes, permit fees, etc.

6. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall terminate, unless otherwise terminated in accordance with the terms hereof, on _____, 20____ (the "Termination Date"). This Agreement shall terminate upon any one of the following events:

- a) Upon the Termination Date; or
- b) Immediately upon written notice to Licensee by MIRA of Licensee's breach of any condition of this Agreement.

Upon the termination of this Agreement in accordance with this paragraph and if MIRA owes any sums due Licensee, then MIRA shall refund Licensor the pro rata portion of any prepaid license payments. If however Licensee owes any sums to MIRA, MIRA may, at the sole option of MIRA, seek reimbursement from Licensee from any income generated from the Billboard or take ownership rights in the Billboard to the extent of Licensor's liability to MIRA.

On or before thirty days after the Termination Date, Licensee shall remove the Billboard at Licensee's sole cost and expense and risk and Licensee shall restore the Reserve Road Property to the same condition that existed at the commencement of this Agreement, to the reasonable satisfaction of MIRA. Any improvements or personal property remaining on the Reserve Road Property following the Termination Date shall, at the sole option of MIRA, either:

- a) be deemed the property of MIRA, or MIRA's designee, and Licensee shall execute any appropriate documents of transfer; or
- b) be removed by MIRA and all costs for removal, disposal, and restoration shall be paid by Licensee. The Licensee shall be required to reimburse MIRA for the expenses of such disposal within thirty days from the date of MIRA's invoice.

If MIRA enters into an agreement with a subsequent licensee for a future outdoor advertising agreement which will begin after the Termination Date, then Licensee agrees to coordinate with MIRA and the subsequent licensee to ensure that Licensee's removal of the

Billboard does not unreasonably interfere with the activities of the subsequent licensee in regards to erecting a new billboard or other outdoor advertising structure.

5. Licensee shall comply with all Laws and Regulations as they apply to this Agreement. The laws of the State of Connecticut shall govern and control the terms and conditions of this Agreement. Licensee shall not at any time use or store any pollutant or hazardous material on the Reserve Road Property, and Licensee shall at all times maintain the Billboard in a safe and lawful condition. Upon MIRA's request, Licensee shall provide MIRA with evidence that all required consents or permits are in force for Licensee's use of the Reserve Road Property for the Billboard.

6. Licensee shall at all times protect, defend, indemnify and hold harmless MIRA and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, expenses and litigation expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) MIRA or any of its directors, officers, agents or employees, or (b) Licensee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Licensee or any of its directors, officers, employees, agents or subcontractors. Licensee further undertakes to reimburse MIRA for damage to property of MIRA caused by Licensee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Licensee's obligations under this Paragraph 6 shall survive the termination or expiration of this Agreement.

7. Licensee agrees to the following: (1) 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;; (2) Licensee agrees, in all solicitations or advertisements for employees placed by or on behalf of Licensee, 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"); (3) Licensee agrees to provide each labor union or representative of workers with which Licensee has a collective bargaining agreement or other contract or understanding and each vendor with which Licensee

has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Licensee's commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Licensee agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and (5) Licensee 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 Licensee as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes.

8. MIRA and Licensee hereby acknowledge and agree that time is of the essence with respect to Licensee's performance under this Agreement.

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

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

11. This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement.

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

(a) If to MIRA:

Materials Innovation and Recycling Authority
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067
Attention: President

With a copy to:

Materials Innovation and Recycling Authority
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067
Attention: Operations Manager, Construction Management

(b) If to Licensee:

Attn: _____

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

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

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

16. Licensee shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial General Liability insurance alone or in combination with, Commercial Umbrella insurance with a limit of not less than one million (\$1,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto or vehicle (including owned,

hired, and non-owned autos or vehicles), with a limit of not less than five hundred thousand (\$500,000.00) dollars each accident.

- (c) Workers' Compensation with statutory limits and Employers' Liability limits of not less than five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident or five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.

17. Upon Licensee's execution of this Agreement, Licensee shall submit to MIRA a certificate or certificates for each required insurance referenced in Paragraph 16 above certifying that such insurance is in full force and effect and setting forth the information required by Paragraph 18 below. Additionally, Licensee shall furnish to MIRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Paragraph 16 above, a certificate or certificates containing the information required by Paragraph 18 below and certifying that such insurance has been renewed and remains in full force and effect.

18. All policies for each insurance required hereunder shall: (i) name MIRA as additional insured (this requirement shall not apply to workers' compensation insurance); (ii) include a standard severability of interest clause; (iii) provide for not less than thirty (30) days' prior written notice to MIRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (iv) hold MIRA free and harmless from all subrogation rights of the insurer; and (v) provide that such required insurance hereunder is the primary insurance and that any other similar insurance that MIRA may have shall be deemed in excess of such primary insurance.

19. All policies for each insurance required hereunder shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A- VII or better, or are otherwise deemed acceptable by MIRA in its sole discretion.

20. MIRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for: (i) the existence, non-existence, form or legal sufficiency of the insurance described on such certificate, (ii) the solvency of any insurer, or (iii) the payment of losses.

21. Licensee shall either have its subcontractors covered under the insurance required hereunder, or require such subcontractors to procure and maintain the insurance that Licensee is required to procure and maintain under this Agreement.

22. No policy required to be purchased by Licensee pursuant to Paragraph 16 shall be subject to a deductible or similar provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Licensee shall pay such deductible.

23. Should Licensee fail to obtain, maintain or renew any of the insurance required by Paragraph 16, or to pay the premium therefor, then and in any of said events MIRA may, at its option, but without obligation to do so, upon ten (10) business days prior notice to Licensee of MIRA's intention to do so, procure such insurance, and thereafter seek reimbursement from Licensee for said expense.

24. No provisions of Paragraphs 16 through 23 shall be construed or deemed to limit Licensee's obligations under this Agreement to pay damages or other costs and expenses.

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

26. Licensee shall not record this Agreement on the land records in the City of Hartford.

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

28. The authorized signatory of the Licensee simultaneously executed a document, included as Exhibit [SEEC Form 10] included as **Exhibit C** 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.

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

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

31. At the time the Consultant submitted its proposal to MIRA, it simultaneously executed a document entitled Iran Certification Form and said document is attached hereto and made a part of this Agreement as **Exhibit F**.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

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

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By:

Thomas D. Kirk
Its President
Duly Authorized

LICENSEE

By:

Its

EXHIBIT A: SITE

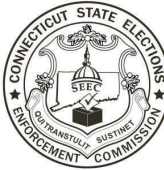
Attached hereto and incorporated herein this Exhibit A is the Site Description and Drawings.

[MIRA will complete this Exhibit A in the final agreement based on the billboard or outdoor advertising structures proposed in Proposer's proposal, as such may be negotiated by MIRA and the Licensee.]

EXHIBIT B: Annual License Payments

[MIRA will complete this Exhibit B in the final agreement based on the License Fee proposed by the Proposer in its proposal, as such may be negotiated by MIRA and the Licensee.]

Licensee shall pay MIRA the following license payments per the schedule below:



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.



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 with a state contractor, (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.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3

RFP Attachment 1
Agreement Exhibit C



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"

AFFIDAVIT CONCERNING NONDISCRIMINATION

Attached hereto and incorporated herein this Exhibit D is the Affidavit Concerning Nondiscrimination that was submitted to MIRA by the Licensee.

[The Licensee's "Affidavit Concerning Nondiscrimination" that was submitted to MIRA by the Licensee with the Licensee's Proposal will be added by MIRA.]



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, status as a veteran, 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)
(for purposes of this form "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 "OUTDOOR ADVERTISING LICENSE 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to 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;

IRAN CERTIFICATION

Attached hereto and made part hereof this Exhibit F is the Iran Certification Form that was submitted by the Contractor.

[The Consultant's "Iran Certification Form" that was submitted to MIRA by the Consultant with the Consultant's Proposal will be added by MIRA.]



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

OUTDOOR ADVERTISING LICENSE 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/proposal/statement of qualifications for the "OUTDOOR ADVERTISING LICENSE AGREEMENT" (the "Agreement") to the Materials Innovation and Recycling Authority ("MIRA"), has been selected by MIRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with MIRA; and
3. No gifts were made between October 1, 2020 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/Proposals for the Agreement

Mark Daley, CFO
Peter Egan, Director of Operations and Environmental Affairs
Roger Guzowski, Contract and Procurement Manager
Thomas Kirk, President

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

Governor Ned Lamont
Senator Martin Looney, President Pro Tempore of the Senate
Senator Kevin Kelly, Senate Republican President Pro Tempore
Representative Matt Ritter, Speaker of the House of Representatives
Representative Vincent Candelora, Minority Leader of the House of Representatives

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____, 20 ____

Notary Public/Commissioner of the Superior Court

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

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

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

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

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

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

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



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

OUTDOOR ADVERTISING LICENSE 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 "Insurance Consulting and Broker Services Agreement" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

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

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court



PROPOSAL FORM

RFP NUMBER: 21-FA-002

CONTRACT FOR: Outdoor Advertising On MIRA Property

**PROPOSALS
SUBMITTED TO:** Materials Innovation and Recycling Authority
200 Corporate Place, Suite 202
Rocky Hill, Connecticut 06067

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

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

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

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

3. PROPOSER'S OBLIGATIONS

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

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

4. PROPOSER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT

In submitting this Proposal, Proposer acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFP Package Documents, are substantially non-negotiable, excepting for any business exceptions that Proposer detailed in its proposal, and Proposer is willing to and shall, if MIRA accepts its Proposal for the Work and issues a Notice Of Award to Proposer, execute such Agreement. However, MIRA reserves the right to negotiate with Proposer over Proposer's price for the Work submitted on its Proposal Price Form and any Business Exceptions detailed in its Proposal.

5. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

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

Addendum Number	Date Issued

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

6. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

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

7. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

assessments were included in any rates, costs, prices or other charges presented to MIRA in any Proposal or other submittal to MIRA in connection with this RFP.

8. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

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

9. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

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

10. PROPOSER'S REPRESENTATIONS CONCERNING RFP FORMS

By submission of this Proposal, the Proposer, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFP Package Documents that are submitted to MIRA as part of its Proposal are identical in

form and content to the preprinted forms in the RFP Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

11. PROPOSER'S WAIVER OF DAMAGES

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

- (a) Any action or inaction on the part of MIRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all Proposals by MIRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Services (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

12. PROPOSER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

Acknowledgement of this notice is signed by the Proposer and submitted as part of this Proposal as RFP Attachment 7.

13. ATTACHMENTS

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

- (a) The Proposer's Cover Letter as specified in Section I.E.2 of the RFP
- (b) The Proposer's various proposal narratives as specified in Section I.E.4 through I.E.7 of the RFP
- (c) The Proposer's Business Exceptions, if any, as specified in Section I.E.8 of the RFP
- (d) The completed Background Questionnaire that has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court (RFP Attachment 3);
- (e) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (RFP Attachment 4);
- (f) The Affidavit Concerning Nondiscrimination that has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court (RFP Attachment 5);
- (g) The completed Iran Certification Form that has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court (RFP Attachment 6);
- (h) The completed and signed Acknowledgement of Notice Of Campaign Contribution And Solicitation Form (RFP Attachment 7); and.
- (i) A copy of the Proposer's up-to-date certificate of insurance showing all coverages required by Article 6 of the Agreement, accompanied by a Completed Insurance Exception Form if there are any of those coverages to which the Proposer is requesting an exception.

14. NOTICES

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

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

15. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 20 ____

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



BACKGROUND QUESTIONNAIRE

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

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

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

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

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

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

CERTIFICATION

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court



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

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

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

LIST OF ACRONYMS

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

FOOTNOTES

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

SCHEDULE A CRITERIA FOR A SMALL BUSINESS ENTERPRISE (SBE)

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

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



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, status as a veteran, 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 "Outdoor Advertising License 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

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;



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 "OUTDOOR ADVERTISING LICENCE 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.

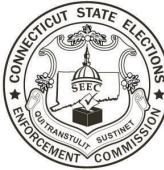
Printed Respondent Name

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)



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.



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 with a state contractor, (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.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3

RFP - Attachment 7



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"