

# **Materials Innovation and Recycling Authority**



## **Request for Qualifications for the Purchase of Energy South Meadows Units 5 and 6 RFQ Number 15-OP-001**

### *SUBMITTAL INSTRUCTIONS*

**STATEMENT OF QUALIFICATIONS DUE DATE  
October 27, 2014**

**MATERIALS INNOVATION AND RECYCLING AUTHORITY  
100 CONSTITUTION PLAZA  
HARTFORD, CONNECTICUT 06103**

**DATED: September 18, 2014**

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**EXHIBITS TO RFQ (Exhibits 1, 2, 3, are provided for information purposes; they are not to be in the Statement of Qualifications submittal)**

- Exhibit 1 Sample Contractor’s Certification Concerning Gifts Form**
- Exhibit 2 SEEC Form 11 Notification**
- Exhibit 3 Sample Affidavit Concerning Consulting Fees**

**EXHIBITS 4 THROUGH 10 MUST BE COMPLETED AND SUBMITTED AS PART OF SUBMITTER’S STATEMENT OF QUALIFICATION SUBMITTAL**

- Exhibit 4 Statement of Qualifications Form**
- Exhibit 5 Background Questionnaire**
- Exhibit 6 Background, Experience, & Financial Information Form**
- Exhibit 7 Questionnaire Concerning Affirmative Action, Small Business Contractors & Occupational Health and Safety Form**

- Exhibit 8      Affidavit Concerning Nondiscrimination**
- Exhibit 9      Iran Certification Form (OPM Form 7)**
- Exhibit 10     Business Exception Form**

**ATTACHMENT 1 – FORM OF POWER PURCHASE AGREEMENT**

A Microsoft Word version of the form of the PPA will be distributed by MIRA to those entities who submit to MIRA a completed Expression of Interest Form. The form of the PPA will be available on or about September 25, 2014 for distribution for RFQ participant review and comment.)

# Request for Qualifications for the Purchase of Energy South Meadows Units 5 and 6

## 1. Expression of Interest Form

Entities interested in participating in this auction must complete and submit an Expression of Interest Form. Submitting the Expression of Interest Form will permit MIRA to send to your firm communications relating to this auction, including written Addenda (if any).

An electronic Microsoft Word version of the Expression of Interest Form can be found and downloaded from MIRA's World Wide Web site at [www.crra.org](http://www.crra.org) under the Business Opportunities page or by contacting:

[vraymond@ctmira.org](mailto:vraymond@ctmira.org)

Attention: Virginia Raymond

Complete and submit the Expression of Interest Form via E-mail to the address shown above.

## 2. Background Information

The Materials Innovation and Recycling Authority ("MIRA") is the successor organization to the Connecticut Resources Recovery Authority ("CRRRA") which was created in 1973 as a quasi-public entity and a body politic and corporate pursuant to Connecticut General Statutes Chapter 446e, Section 22a-261 *et seq.*, (the "State"). Among other things, MIRA has the statutory obligation to implement solid waste disposal and recycling programs in accordance with the State Solid Waste Management Plan, as promulgated by the State Department of Energy and Environmental Protection ("DEEP"). Among its powers, MIRA is authorized to issue and sell bonds and notes to accomplish its purposes, and to enter into contractual arrangements with the private sector when such arrangements will further MIRA's purposes.

MIRA owns among other assets a certain waste-to-energy facility (the "Facility") located at 1 Reserve Road, Gate 20, in the South Meadows section of Hartford, Connecticut. The Facility is comprised of the Waste Processing Facility ("WPF"), the Power Block Facility ("PBF"), and the Electric Generating Facility ("EGF"). The Facility was accepted by MIRA for operation in 1988 and is permitted to process approximately 888,000 tons of Municipal Solid Waste ("MSW") annually. The Facility currently serves the waste disposal needs of 51 Connecticut municipalities, and numerous businesses and commercial waste haulers. During MIRA's 2014 Fiscal Year the Facility processed 693,000 tons of MSW.

The operation and maintenance of the Facility is performed by NAES Corporation under a long-term contract with MIRA. NAES is a provider of full-service power generation

facility operating and maintenance services, and has provided O&M services for over 176 power plants producing approximately 49,400 MW of power. MIRA participates in the ISO-New England (“ISO-NE”) day-ahead wholesale market via an agreement with NextEra Energy Power Marketing, LLC, which serves as Lead Market Participant (the “LMP”) for the Facility; specifically, South Meadows Units 5 and 6. (individually or collectively the “Units”). Currently, the net Energy output of the Facility is sold into the ISO-NE day-ahead wholesale market.

## **2.1 Historical Net Energy Output/Capability Summary**

Presented on the following page in summary form is the historical **energy output of the Units, net of station service requirements (the “Net Energy”)** for the Units during MIRA’s FY 2006 through FY 2014 (MIRA’s fiscal year is July 1 through June 30). Entities planning to participate in this auction for some or all of the Net Energy output (i.e. firms that have submitted an Expression of Interest Form as described above, and subject to subsequent pre-qualification by MIRA) may request in electronic format (Excel spreadsheet) hourly gross and net generation data for the Units in fiscal years 2013 and 2014.

**Units 5 & 6 Historical Net Energy Output by Fiscal Years (July 1 through June 30)**

Month	FY 2006		FY 2007		FY 2008		FY 2009		FY 2010		FY 2011		FY 2012		FY 2013		FY 2014		
	On-Peak	Off-Peak	On-Peak	Off-Peak	On-Peak	Off-Peak	On-Peak	Off-Peak	On-Peak	Off-Peak	On-Peak	Off-Peak	On-Peak	Off-Peak	On-Peak	Off-Peak	On-Peak	Off-Peak	
<b>Jul</b>	15,743	20,468	14,728	19,850	10,733	12,984	15,410	15,455	15,962	17,267	11,343	18,130	13,304	20,390	14,619	18,960	13,261	13,812	
<b>Aug</b>	14,712	16,119	16,666	19,476	14,133	13,605	12,360	18,568	13,190	19,598	15,532	18,847	16,982	17,838	15,578	16,724	14,684	16,344	
<b>Sep</b>	15,872	16,463	16,393	19,064	12,208	18,377	13,606	16,223	13,796	17,454	13,918	18,796	13,945	14,645	11,559	17,077	11,553	14,997	
<b>Oct</b>	15,350	19,703	15,631	18,903	13,422	15,891	17,615	16,639	14,340	19,768	14,310	16,909	15,214	20,685	16,829	16,954	12,947	12,802	
<b>Nov</b>	16,489	16,786	16,370	17,761	13,944	16,596	12,249	19,758	15,267	19,457	15,491	18,260	14,915	19,562	13,812	17,866	13,164	18,834	
<b>Dec</b>	16,112	19,937	13,598	17,848	11,735	16,331	12,983	15,631	14,868	19,040	15,788	17,803	16,196	20,946	12,406	18,583	10,524	13,841	
<b>Jan</b>	12,109	14,449	15,773	17,306	9,429	10,858	12,748	16,681	10,365	13,856	9,205	13,591	11,920	13,601	11,697	14,169	15,510	16,578	
<b>Feb</b>	15,115	16,950	15,136	16,710	11,562	12,803	13,241	14,293	12,087	14,822	10,189	12,047	12,918	14,501	12,244	14,115	14,289	14,471	
<b>Mar</b>	16,002	17,308	16,312	18,994	13,780	17,529	16,361	21,727	15,159	17,578	20,805	20,124	18,251	20,564	12,831	17,423	16,489	18,570	
<b>Apr</b>	15,660	20,150	11,586	15,570	17,909	18,930	17,580	19,214	19,689	16,672	17,033	18,973	16,389	19,246	15,426	17,783	12,652	13,619	
<b>May</b>	18,114	18,634	14,360	18,172	16,070	18,706	16,724	20,902	19,940	18,078	16,759	19,961	16,720	17,858	16,578	17,453	15,173	18,319	
<b>Jun</b>	18,078	19,313	13,189	18,171	16,294	19,236	15,648	17,717	16,719	16,452	16,320	18,331	15,535	18,664	13,411	17,276	17,123	20,100	
<b>Total</b>	189,356	216,280	179,742	217,825	161,219	191,846	176,525	212,808	181,382	210,042	176,693	211,772	182,289	218,501	166,989	204,384	167,369	192,287	<b>359,656</b>
		<b>405,636</b>		<b>397,567</b>		<b>353,065</b>		<b>389,333</b>		<b>391,424</b>		<b>388,465</b>		<b>400,790</b>		<b>371,373</b>			<b>359,656</b>

### 3. Product Highlights

MIRA is offering the Net Energy from the Facility, located in the high-value Connecticut Zone in the ISO-NE market. The subject Net Energy offers the following advantages:

- Baseload Energy from a highly reliable municipal solid waste combustor which hedges against fossil fuel price escalation and volatility risks which influence ISO-NE power market prices.
- Delivery of Energy into the high value Connecticut Zone, which historically has been priced at a premium relative to the Mass Hub. Specifically, the Units deliver energy into ISO-NE Pricing Nodes 580 & 581.
- Waste-to-Energy production is a recognized renewable technology in federal law and included in various states' renewable energy portfolio standards.

### 4. Business Arrangement Overview

#### 4.1 Net Energy Purchase Configurations

MIRA has issued this Request for Qualifications (“RFQ”) to obtain Statements of Qualifications (“SOQ”) from entities interested in the wholesale purchase of all or a portion of the Net Energy output of the Units. On the day of the auction, bidders will have the opportunity to provide pricing related to four (4) purchase configurations, as described below.

During the auction/bid window, MIRA-qualified bidders may choose to provide pricing for Base Configuration 1 or Base Configuration 2, or both, as described below.

#### BASE BID CONFIGURATIONS (SLICE OF UNITS)

1. Base Configuration 1 is for fifty percent (50%) of Net Energy produced during each hour of each day.
2. Base Configuration 2 is for 20 MW per hour of Net Energy produced during each hour of each day.

#### OPTIONAL BID CONFIGURATIONS

Each bidder submitting pricing for Base Configuration 1 or Base Configuration 2 (or both) as described above, may also elect to submit pricing for one or the other, or both, of the Optional Bid Configurations described below.

1. Under Optional Configuration 1, bidder may submit pricing for any percentage of Net Energy produced each hour of each day in excess of the first fifty percent (50%) of Net Energy produced up to one hundred percent (100%) of the Net Energy produced for such hour;
2. Under Optional Configuration 2, bidder may submit pricing for any amount higher than the first 20 MW per hour of Net Energy produced during each hour of each day, up to the total Net Energy for such hour.

**As noted above, the Net Energy is gross output less station service requirements and in addition is unit – contingent; i.e., MIRA will not be responsible to provide replacement Energy for the Net Energy in the event of scheduled or unscheduled outages of the Facility or for any other reason.**

Under both the Base Bid Configurations and the Optional Bid Configurations described above, Net Energy produced will be sold in the form of an internal bilateral transaction (“IBT”) as described in the ISO-NE [User Guide for Submitting Internal Bilateral Transactions Using SMS](#). Purchaser will be responsible for all transmission arrangements beyond the PTF delivery point.

## **4.2 Pricing**

Prior to the auction, MIRA will supply electronic spreadsheet pricing forms to all auction participants (i.e. auction participants will be the entities that have been pre-qualified by MIRA to participate in the auction through this RFQ process). Prices will be stated in \$/MWh units for the Net Energy output, by on and off-peak period during each Contract Year as applicable.

## **4.3 Contract Term**

MIRA will evaluate offers to purchase the Net Energy for a minimum term of one (1) Contract Year (the “First Contract Year”; expected to cover a period of approximately seven (7) months ending June 30, 2015), up to a maximum term consisting of the First Contract Year plus two (2) additional and divisible consecutive Contract Years (i.e., beginning on July 1, 2015 and ending on June 30<sup>th</sup>, 2017). The second and third Contract Years will be for the period beginning on July 1<sup>st</sup> and ending the following June 30<sup>th</sup>. Bidders may provide price offers for: (i) the First Contract Year only; (ii) the First Contract Year plus one (1) additional Contract Year; and/or (iii) the First Contract Year plus two (2) additional contract Years.

MIRA may, in its sole and absolute discretion, choose to award a Power Purchase Agreement (“PPA”) to one or more and different bidders for each Contract Year (i.e. Contract Year(s) awarded to a single entity may not be for consecutive Contract Years).



As described above, the First Contract Year under the PPA to be executed with the winning bidder(s) (the “Purchaser”) will be for a period of approximately seven (7) months. Should MIRA in its sole and absolute discretion elect to enter into a PPA for one or two additional Contract Years, each Contract Year will commence July 1 and end the following June 30 (each Contract Year being coterminous with MIRA’s fiscal year).

MIRA’s LMP will be responsible for all bidding and scheduling of the Facility into the day-ahead market with ISO-NE. MIRA or its LMP will notify the Purchaser each morning regarding the upcoming day ahead forecast Net Energy output from the Facility. Though specific settlement protocols may subsequently be implemented after a purchase transaction, the LMP will be responsible for Facility settlements with both ISO-NE and Purchaser. MIRA will invoice Purchaser(s) semi-monthly for the Net Energy purchased as more particularly described in the PPA.

#### **4.4 Power Purchase Agreement**

The business arrangements are more particularly described in the PPA; **Attachment 1** of this RFQ, **CSWS South Meadows Units 5 and 6 Power Purchase Agreement** incorporates by reference the form of the PPA as part of this RFQ process. RFQ participants are being afforded the opportunity to provide comments regarding the PPA. Section 6.10(j) and **Exhibit 10, Business Exceptions Form** of this RFQ provides additional information and instructions regarding the submittal of exceptions. The form of the PPA will be provided, RFQ participants who have submitted to MIRA a completed Expression of Interest Form.

### **5. Overview of MIRA Auction Process**

This RFQ is subject to the applicable provisions of MIRA’s Procurement Policies and Procedures, effective September 2009, which are available on MIRA’s web site at [www.CRRA.org](http://www.CRRA.org).

Generally, the auction process is comprised of five (5) milestones as described below. The issuance of this RFQ is the first of the five milestones. It is important to note that the entire auction process will not be considered complete until a definitive PPA has been executed between MIRA and the approved Purchaser(s).

- (a) Request for Qualifications (“RFQ”). Entities interested in purchasing the Net Energy shall submit to MIRA a Statement of Qualifications (“SOQ”) in response to this RFQ. Following MIRA’s review of the SOQs received, MIRA may, in its sole and absolute discretion, invite some or all of the entities submitting SOQs to participate in interviews with MIRA to discuss an entity’s qualifications and capabilities, and MIRA’s needs. This RFQ package of documents includes the form of the PPA for submitter review and comment. MIRA will review the business exceptions received from RFQ participants for incorporation into the PPA. Only those changes MIRA deems acceptable will be incorporated into the PPA. The final

form of the PPA will be distributed to MIRA pre-qualified auction participants prior to the date of the auction.

- (b) Request for Bids (“RFB”). Following MIRA’s evaluation (including MIRA’s due diligence findings and the information obtained during interviews) of the SOQs, MIRA may invite those entities that MIRA has determined, in its sole and absolute discretion, to be qualified to submit bids, to continue the auction process by responding to MIRA’s Request for Bids. Such pre-qualified bidders shall receive MIRA’s RFB package of documents.
- (c) MIRA Board of Directors Approval. On the same day of the auction, the bids received will be analyzed and MIRA management will make its selection recommendation(s) to MIRA’s Board of Directors for approval.
- (d) Notice of Award and Execution of the PPA. Upon approval of the preferred bidder(s) by the Board of Directors (the same day the bids are received), MIRA will issue to the approved Purchaser(s) a Notice of Award and the final form of the PPA for execution. The approved Purchaser(s) will execute two counterparts of the final PPA. Upon execution of the PPA by the selected Purchaser(s) and MIRA, the auction process will be deemed complete and the auction process closed.

During the entire auction process MIRA retains the right to:

- (a) Supplement, amend, or otherwise modify or cancel the auction process with or without substitution of another auction;
- (b) Issue written addenda associated with the RFQ to those entities that have submitted a completed Expression of Interest Form;
- (c) Issue additional or subsequent auctions;
- (d) Investigate the qualifications of any entity under consideration as a potential Purchaser (including subcontractors and parties otherwise related to a bidding entity), with the full cooperation of such potential Purchaser;
- (e) Clarify the information provided pursuant to this Request for Qualifications and subsequent Request for Bids;
- (f) Request additional evidence or documentation to support the information included in any submittal;
- (g) Appoint an evaluation committee to review submittals and use the assistance of outside professionals in submittal evaluation;
- (h) Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;

- (i) Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
- (j) Enter into a final agreement with terms that vary from the terms set forth in MIRA's auction documents;
- (k) Visit and examine any of the facilities referenced in any submittal and others owned, operated, and/or built by a submitting entity; to observe and view the operations at such facilities;
- (l) Conduct contract discussions with one or more submitting entities; and
- (m) Reject any and all submittals, or parts thereof, and/or to waive any informality or informalities in any submittal or Bid, if such rejection or waiver is deemed in the best interests of MIRA.

Note that as a quasi-public entity of the State of Connecticut, MIRA must comply with a number of State of Connecticut procurement statutes and regulations that require the completion and submittal of a number of forms. The completion and submittal of these forms cannot be waived for any reason. Presented in Sections 5.1, 5.2, and 5.3 below are some of the forms and notification requirements.

### **5.1 Contractor Certification Concerning Gifts Form**

The Purchaser approved by MIRA's Board of Directors to enter into the PPA, will be required to sign and notarize a **Contractor Certification Concerning Gifts Form**. This form is an Exhibit to the PPA. See **Exhibit 1** of this RFQ to view a sample of the **Contractor's Certification Concerning Gifts Form**. This Exhibit is provided at this time for information purposes only; do not sign and return the form with your SOQ.

Pursuant to Connecticut General Statutes Section 4-252, persons or entities who are the apparent successful Submitters or Bidder for the Net Energy are prohibited from the giving of gifts to certain political office holders and MIRA employees who are substantial participants in the preparation of this RFQ and subsequent documents associated with this auction, from the date MIRA began planning this auction to the date the PPA for the sale of the Net Energy is executed.

**MIRA started planning this auction on June 10, 2014.** As of this writing, the identities of those to whom the apparent successful SOQ Submitters and Bidders may not give gifts between June 10, 2014, and the signing of the PPA are:

1. Governor Dannel Malloy;
2. Senator Donald E. Williams, Jr., President Pro Tem of the Senate;
3. Senator John McKinney, Minority Leader of the Senate;
4. Representative Brendon Sharkey, Speaker of the House of Representatives;

5. Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives;
6. Virginia Raymond, Operations Manager, MIRA;
7. Peter Egan, Director of Operations, MIRA;
8. Mark Daley, Chief Financial Officer, MIRA; and
9. Jeff Duval, Director of Budgets and Forecasting
10. Roger Guzowski, Contracts and Procurement Manager

## **5.2 SEEC Form 11, Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban**

Pursuant to Connecticut General Statutes 9-612(g)(2), as amended by Public Act 07-1, 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 . . . shall make a contribution to, or solicit contributions on behalf of candidate exploratory committees, candidate committees, or political committees authorized to make contributions or expenditures to or for the benefit of persons seeking election to a Connecticut executive branch office. These executive branch offices are: Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer. The complete **SEEC Form 11 Notice** is presented in **Exhibit 2** of this RFQ.

## **5.3 Affidavit Concerning Consulting Fees**

At the time the approved Purchaser(s) execute the PPA, Purchaser(s) will also execute an **Affidavit Concerning Consulting Fees**. See **Exhibit 3** to this RFQ to see a sample of the form. This Exhibit is provided at this time for information purposes only; do not sign and return the form with your SOQ.

## **6. RFQ Submission Information, Instructions, and Content**

DATE	TIME	ADDRESS/LOCATION	ACTION ITEM/ACTIVITY
September 18, 2014	N/A	N/A	Legal Notice advertising the RFQ posted on State of Connecticut Department of Administrative Services procurement web site and MIRA's web site and MIRA's
September 18, 2014	N/A	<a href="http://www.CRRRA.org">http://www.CRRRA.org</a>	Expression of Interest Form and RFQ package of documents available for downloading by interested entities from MIRA's (formerly CRRRA) web site.
September 18 –October 10, 2014		<a href="mailto:vraymond@ctmira.org">vraymond@ctmira.org</a>	RFQ participants may submit written questions regarding the RFQ and the Facility during this window. See Section 6.2 below.
September 25, 2014	N/A	N/A	Attachment 1 to this RFQ, the form of PPA, will be distributed to entities who submit(ed) an Expression of Interest Form.
October 10, 2014	N/A	<a href="mailto:vraymond@ctmira.org">vraymond@ctmira.org</a>	Suggested deadline for submission of completed Expression of Interest Form.
October 27, 2014	3:00 PM Eastern Time	MIRA, 100 Constitution Plaza, 6 <sup>th</sup> , Hartford, Connecticut, 06103	Deadline for submittal of SOQ.
October 27 – November 14 2014	N/A	N/A	MIRA reviews SOQ submittals and conducts PPA discussions.
On or about December 1, 2014	N/A	N/A	MIRA issues Request for Bids (RFB) to those entities pre-qualified by MIRA to participate in the auction. The RFB will include the final form of the PPA, hourly Net Energy generation data, pricing forms, etc.
A date (TBD) between December 3 – 17, 2014	TBD	<a href="mailto:vraymond@ctmira.org">vraymond@ctmira.org</a>	Auction will be conducted during this window. Actual date TBD
January 1, 2015			Commencement date for the sale of the PPA Energy.

MIRA reserves the right at its sole and absolute discretion to change any of the proposed dates in the above time table applicable to all entities.

## **6.1 RFQ Availability**

Complete sets of the RFQ package of documents may be obtained on MIRA's web site beginning September 18, 2014 at:

<http://www.CRRA.org> under the "Business Opportunities" page; select the RFQ link entitled: "CSWS South Meadows Unit 5 and 6 Power Purchase Agreement".

The RFQ Package of Documents is in PDF format. All of the forms included in the RFQ package of documents are also available for downloading in Microsoft Word format at the same place on MIRA's web site where the PDF of the RFQ is located. Prospective SOQ submitters can complete the forms by typing the answers on their computer's keyboard. The forms can then be printed and submitted with the SOQ. MIRA encourages entities to make use of the Word forms.

If for any reason the RFQ or the SOQ submittal forms do not properly download for printing, please contact Virginia Raymond at 860-757-7730.

## **6.2 Pre-SOQ Submission Inquiries**

All inquiries regarding this RFQ or MIRA's auction process shall be submitted in writing to:

Email to [vraymond@ctmira.org](mailto:vraymond@ctmira.org), Attention Virginia Raymond.

Subject to MIRA's sole and absolute discretion, MIRA will determine if it chooses to respond in writing to all or some of the written questions submitted. MIRA also reserves the right to determine in its sole discretion the methodology to be used to disseminate information. If MIRA decides to respond in writing in the form of an addendum(s) to this RFQ, MIRA shall send its written responses via e-mail to all RFQ participants which have provided an Expression of Interest Form to MIRA. In some cases MIRA may choose to make certain information and data requests available to participants via an electronic documents room (FTP site) accessible to all RFQ participants. If information is to be made available via an FTP site, MIRA shall notify all RFQ participants which have provided an Expression of Interest Form to MIRA as to when and what types of information is being made available via the electronic documents room, and how to access it. Even if a RFQ participant does not receive notice, through e-mail or otherwise, of such foregoing written responses or notifications, all RFQ participants must adhere to and conform to the terms of said written response(s) in their SOQ submittals.

Any RFQ participant who uses or attempts to use any means or method other than those set forth above to communicate with MIRA, or with any director, officer, employee or agent thereof regarding this RFQ may be subject to disqualification from the auction process.

## **6.3 SOQ Submission Deadline**

Sealed SOQs must be received no later than October 27, 3:00 PM Eastern Time:  
Materials Innovation and Recycling Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: Virginia Raymond

SOQs received after the time and date set forth above may be rejected.

#### **6.4 SOQ Copies**

One (1) original and two (2) copies of each SOQ must be submitted. Each copy thereof shall comply with all submittal requirements of this RFQ. The original SOQ shall be stamped or otherwise marked as the "Original." The original SOQ shall contain all required submittal documents containing original signatures (as applicable) in ink and original notary seals (as applicable).

The original and the two copies of the SOQ shall be enclosed in a sealed box or envelope clearly marked "*SOQ for MIRA Power Purchase Agreement*"

#### **6.5 SOQ Opening**

SOQs received will be opened at MIRA's convenience on or after the SOQ due date.

MIRA reserves the right to reject any and all SOQs, or parts thereof, and/or to waive any informality or informalities in any of the SOQs or the RFQ process if such rejection or waiver is deemed in the best interests of MIRA.

#### **6.6 SOQ Evaluation Criteria**

MIRA will consider the following criteria in evaluating a SOQ:

1. Demonstrated skill, ability, knowledge, capabilities, integrity and experience of the SOQ Submitter to perform pursuant to the PPA;
2. The financial health, credit rating and creditworthiness of the SOQ Submitter to provide the performance guaranties required by the PPA;
3. The completeness of the information submitted; and
4. Any other factor or criterion that MIRA may deem relevant or pertinent for its evaluation of the submittal.

#### **6.7 Affirmative Action Evaluation Criteria**

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

- (a) The SOQ Submitter's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Exhibit 7 of the RFQ Package of Documents));
- (b) The SOQ Submitter's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Exhibit 7 of the RFQ Package of Documents));
- (c) The SOQ Submitter's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Exhibit 7 of the RFQ Package Documents));
- (d) The SOQ Submitter's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 6.10(g) of these Submittal Instruction); and
- (e) The SOQ Submitter's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 6.10(b)(3) of these Submittal Instructions).

## **6.8 Disclosure of Information**

All SOQs will become the property of MIRA and will not be returned. SOQ Submitters are hereby advised that any information contained in or submitted with or in connection with its SOQ is subject to the Connecticut Freedom of Information Statutes. MIRA will use its best efforts to prevent the unauthorized disclosure of confidential and/or proprietary information, provided same is properly identified as proprietary and/or confidential. By submitting a SOQ, each Submitter expressly waives any claim(s) that such Submitter 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.

## **6.9 SOQ Costs**

SOQ Submitter shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its SOQ and MIRA shall have no responsibility or liability whatsoever for any such costs and expenses. Neither MIRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of SOQs. By submitting a SOQ,



Submitter expressly waives: (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

## **6.10 SOQ Format and Content**

SOQs shall be submitted on forms provided by MIRA as part of the RFQ Package of Documents. All of the forms must be completed with the appropriate information required and all blanks on such forms filled in. Where applicable, forms shall be signed in ink with the original contained in the Submitter's copy of its SOQ that is clearly stamped or marked as the "Original". Copies of these forms shall be presented in the two (2) copies of the original SOQ that Submitter is required to provide.

The SOQ must consist of the following and be in the following order:

- (a) **Title page** (not the title page to the RFQ) including the title of the solicitation, the name of the SOQ Submitter and the date the SOQ is submitted;
- (b) **Cover letter**, signed by a person authorized to commit the submitter to the contractual arrangements with MIRA if awarded an agreement. The cover letter shall include the following:
  - (1) The name of the submitter;
  - (2) The legal status of the submitter (e.g., corporation, joint venture, etc.); and
  - (3) The submitter's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 6.7(e));
- (c) **Table of Contents** for the SOQ (not the Table of Contents included in the RFQ Package of Documents);
- (d) The completed **Statement of Qualifications Form (Exhibit 4 of this RFQ)**, including Addenda, if any, listed in the appropriate place (Page 2), the name and address of the Submitter's primary contact to receive all communications issued by MIRA related to this auction listed in the appropriate place (Page 5 of the Form) and the completed agreement section (Page 5 of the Form);
- (e) The completed **Background Questionnaire (Exhibit 5 of this RFQ)**, subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
- (f) The completed **Background, Experience and Financial Information Form (Exhibit 6 of this RFQ)**;
- (g) The completed **Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety (Exhibit 7 of this RFQ)** with the Submitter's most recent EEO-1 data attached if the Submitter wishes such data to be considered in the evaluation of its submittal;

- (h) The completed and notarized **Affidavit Concerning Nondiscrimination (Exhibit 8 of this RFQ)**;
- (i) The completed and notarized **Iran Certification Form (Exhibit 9 of this RFQ)**;  
and
- (j) The completed **Business Exception Form (Exhibit 10 of this RFQ)**. Attachment 1 to this RFQ is the form of the PPA. The PPA will be available for distribution by MIRA on or about September 25, 2014. The form of the PPA will be provided in electronic Microsoft Word format to RFQ participants who have submitted an Expression of Interest Form. SOQ submitters may provide comments and/or take exception to provisions of the PPA. The comments received will be the subject of possible discussions with SOQ Submitters from approximately October 27 through November 7, 2014. MIRA-qualified auction participants will be provided the final form of the PPA as part of the RFB Package of Documents.

RFQ participants should not include in their SOQs any other portions of the RFQ Package of Documents.

An SOQ Submitter may include additional information as an appendix to its SOQ if the SOQ Submitter believes that it will assist MIRA in evaluating its SOQ. An SOQ Submitter should not include information that is not directly related to the subject matter of this RFQ.

EXHIBIT 1



**CONTRACTOR'S CERTIFICATION  
CONCERNING GIFTS**

**CSWS SOUTH MEADOW UNITS 5 AND 6 POWER PURCHASE 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 "South Meadows Units 5 and 6 Power Purchase 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 June 10, 2014 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

**EXHIBIT 1**

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**

Virginia Raymond, Operations Manager
Peter Egan, Director of Operations
Mark Daley, Chief Financial Officer
Jeff Duvall, Director of Budgets and Forecasting
Roger Guzowski, Contract and Procurement Manager

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

Governor Dannel P. Malloy
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Brendan Sharkey, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., 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

## EXHIBIT 1

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

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

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

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

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

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

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

**EXHIBIT 2**

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

SEEC FORM 11

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

EXHIBIT 3



AFFIDAVIT CONCERNING CONSULTING FEES

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

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

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

- 1. Contractor seeks to enter into the "CSWS Units 5 and 6 Power Purchase Agreement" (the "Agreement") with the Materials Innovation and Recycling Authority ("MIRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement require that consultant pursue communications concerning business of MIRA, whether or not direct contact with MIRA, a MIRA official, a MIRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

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

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



**EXHIBIT 3**

**TABLE 1: Disclosure of Consulting Agreements**

**(If Contractor has not entered into any consulting agreements<sup>2</sup> in connection with the Agreement, Contractor should enter “None” in the space provided for the “Name of Consultant.”)**

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

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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

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

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

**EXHIBIT 4**



**STATEMENT OF  
QUALIFICATIONS  
FORM**

**PROJECT:** Connecticut Solid Waste System  
**RFQ NUMBER:** 15-OP-001  
**CONTRACT FOR:** CSWS South Meadows Units 5 and 6 Power Purchase Agreement  
**BID SUBMITTED TO:** Material Innovation and Recycling Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

**1. DEFINITIONS**

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

**2. TERMS AND CONDITIONS**

The undersigned (the “Submitter”) accepts and agrees to all terms and conditions of the Request For Qualifications, Instructions To Submitters, and any Addenda to any such documents.

**3. SUBMITTER’S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this SOQ, Submitter represents that:

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

**EXHIBIT 4**

<b>Addendum Number</b>	<b>Date Issued</b>

- (b) Submitter is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the activities contemplated by the Contract Documents;
- (c) Submitter has studied and carefully correlated Submitter’s knowledge and observations with the Contract Documents and such other related data;
- (d) Submitter has given MIRA written notice of all conflicts, errors, ambiguities and discrepancies that Submitter has discovered in the Contract Documents;
- (e) If Submitter has failed to promptly notify MIRA of all conflicts, errors, ambiguities and discrepancies that Submitter has discovered in the Contract Documents, such failure shall be deemed by both Submitter and MIRA to be a waiver to assert these issues and claims in the future;
- (f) Submitter is aware of the general nature of activities to be performed by MIRA and others that relates to the activities for which this SOQ is submitted; and
- (g) The Contract Documents are generally sufficient to indicate and convey understanding by Submitter of all terms and conditions for performing and completing the activities for which this SOQ is submitted.

**4. SUBMITTER’S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

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

**5. SUBMITTER’S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this SOQ, Submitter:

## **EXHIBIT 4**

- (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 its SOQ is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Submitter 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.

### **6. SUBMITTER'S REPRESENTATIONS CONCERNING NON-COLLUSION**

By submission of this SOQ, the Submitter, together with any affiliates or related persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of disqualification from this auction process, to the best of its knowledge and belief:

- (c) No attempt has been made or will be made by the Submitter to induce any other person, partnership or corporation to submit, or not to submit, a SOQ for the purpose of restricting competition;
- (d) Submitter has not directly or indirectly induced or solicited any other person, partnership or corporation to submit a false or sham SOQ; and
- (e) Submitter has not sought by collusion to obtain for itself any advantage for the award of the contract contemplated by this RFQ over any other Submitter or over MIRA.

### **7. SUBMITTER'S REPRESENTATIONS CONCERNING RFQ FORMS**

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

### **8. SUBMITTER'S WAIVER OF DAMAGES**

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

## **EXHIBIT 4**

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

### **9. SUBMITTER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to MIRA's RFQ expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 5.2 and Exhibit 2 [SEEC Form 11] of the RFQ Package Documents.

### **10. ATTACHMENTS**

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

- (a) The completed SOQ Form;
- (b) The completed Background Questionnaire Form;
- (c) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors, and Occupational Health and Safety Form;
- (d) The completed Background Questionnaire that has been completely filled out by the submitter and signed before a Notary Public or Commissioner of the Superior Court;
- (e) The completed Background, Experience and Financial Information Form;
- (f) The Affidavit Concerning Nondiscrimination that has been completely filled out by the Submitter and signed before a Notary Public or Commissioner of the Superior Court;
- (g) The Iran Certification Form that has been completely filled out by the Submitter and signed before a Notary Public or Commissioner of the Superior Court; and
- (h) The completed Business Exceptions Form;

### **11. NOTICES**

Communications concerning this SOQ should be addressed to Submitter at the address set forth below.

**EXHIBIT 4**

Submitter Name:	
Submitter Contact:	
Title:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

**12. ADDITIONAL REPRESENTATION**

Submitter hereby represents that the undersigned is duly authorized to submit this SOQ on behalf of Submitter.

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 20 14

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

**EXHIBIT 5**



**BACKGROUND QUESTIONNAIRE**

This Questionnaire must be completed and properly executed by an individual or business entity submitting a 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 <b>criminal</b> 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"/>

**EXHIBIT 5**

<p>2. Has the Contractor or any of the following ever been the subject of a <b>civil</b> investigation<sup>1</sup>?</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 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a <b>criminal</b> investigation?</p> <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 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 3B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

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



**EXHIBIT 5**

<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a <b>civil</b> investigation<sup>1</sup>?</p> <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 **14**

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

## EXHIBIT 6



### **BACKGROUND, EXPERIENCE AND FINANCIAL INFORMATION FORM**

In the spaces provided below:

1. Summarize Submitter's organization in a manner that will enable MIRA to evaluate the experience and professional capabilities of the Submitting entity.
2. Describe Submitter's general management plan. If Submitter has multiple offices, which offices and who within those offices would have direct responsibility for overseeing and managing the Agreement if awarded the Agreement. Please review the relevant experience of the team.
3. If Submitter or any member of the Submitter's team that will be involved in the purchase of Net Energy contemplated by this RFQ, including any Guarantor, is a partnership or joint venture, Submitter shall provide full and complete information concerning the nature and structure of the partnership or joint venture, including:
  - Date of formation of the joint venture or partnership together with copies of joint venture or partnership agreements plus all amendments; and
  - A description of the obligations of the partners to MIRA, specifically addressing if the agreement between members comprising the partnership or joint venture make each jointly and severally liable for contractual obligations related to the purchase of the Net Energy contemplated by this RFQ.
4. Provide a general overview of the Submitter's relevant experience as a wholesale buyer and seller of electricity including participation in NEPOOL and in the ISO-NE market:
5. Submitter must indicate that it will, if awarded an Agreement, maintain for the duration of the Term of Agreement a Market Participant Service Agreement and be subject to the ISO-New England Billing Policy.
6. Describe any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three (3) years, including comparable information for related companies and actual and pending litigation in which

## EXHIBIT 6

Submitter is involved.

7. Describe in detail any circumstance in which the Submitter was deemed to be in default or noncompliance of a wholesale contract obligation to delivery capacity, energy or full requirements service within the past five years. If the bidder has not defaulted on any wholesale contract obligations in the last five years, please so indicate.
  
8. Submitter or its Guarantor must be able to meet the credit requirements of the Agreement. The Submitter or its Guarantor must possess a senior unsecured long-term debt credit rating of at least "Investment Grade," or the Submitter (if awarded the Agreement), must provide a Letter of Credit in the amount of [\$x,xxx,xxx] for each Contract Year awarded. To be deemed Investment Grade the Submitter or its Guarantor must possess an unsecured long-term debt rating of "Baa1" or better from Moody's Investors Service or "BBB+" or better from either Standard & Poor's Corporation or Fitch Investor's Services. If there are split ratings, the lowest rating will apply.

Indicate below whether or not Submitter satisfies the investment grade requirements stipulated above.

9. If Submitter indicated above that it does not satisfy the investment grade requirements, indicate below how Submitter (if awarded the Agreement) anticipates providing the required contract security or guarantee, whether or not Submitter's Guarantor, if any, satisfies the investment grade requirements (provide name of Guarantor) and provide evidence demonstrating the ability of the Guarantor to satisfy the financial requirements described herein..
  
10. If Submitter and/or the Guarantor are unable to satisfy the Guarantor Investment Grade requirements the Submitter (if awarded the Agreement), must submit a Letter of Credit. The letter of credit shall be in the amount of [\$x,xxx,xxx] for each Contract Year. If the Submitter has a Guarantor, the Submitter (if awarded the Agreement) shall provide a Guaranty executed by such Guarantor to cover the bidder's payment obligations associated with this auction, including but not limited to the Agreement. Indicate below whether Submitter (if awarded the Agreement) can satisfy the above Letter of Credit and Guaranty requirements.

## EXHIBIT 6

11. Indicate how the bidder anticipates providing the required contract security or guarantee. If a guarantee is to be provided, indicate the name of the entity which will provide the guarantee and provide evidence demonstrating the ability of the guarantor to satisfy the financial requirements described herein.

12. Forms 10-K and 10-Q for the prospective bidder or its parent, submitted to the United States Securities and Exchange Commission for the two previous fiscal years, if applicable (if these material are available on line, please provide in the space below the web site address at which the financial statements can be reviewed and downloaded).

If not a publically traded firm, enclose with your SOQ submittal certified financial statements, including balance sheet and statements of income and cash flow for the two previous fiscal years and the most recent quarterly interim periods.

**Exhibit 7**



**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 style="width: 100px;" type="text"/>		
2. Is the Contractor a Small Business Enterprise based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3.</i> <i>If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor certified by DAS as a Small Business Enterprise? <sup>1</sup>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a Minority Owned Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4.</i> <i>If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor certified by DAS as a Minority Owned Business Enterprise? <sup>1</sup>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? <sup>2</sup> <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5.</i> <i>If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A.</i> <i>If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input style="width: 100px;" type="text"/>		

## Exhibit 7

### LIST OF ACRONYMS

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

### FOOTNOTES

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

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

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

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

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

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

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

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

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

Exhibit 8



**AFFIDAVIT CONCERNING  
NONDISCRIMINATION**

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

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

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

- 1. Contractor seeks to enter into the "CSWS South Meadows Units 5 and 6 Power Purchase 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 14

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

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

## Exhibit 8

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

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

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

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

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



EXHIBIT 9



**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 "CSWS South Meadows Units 5 and 6 Power Purchase 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.

EXHIBIT 9

**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)**

**Exhibit 10**



**BUSINESS EXCEPTION FORM**

Using this form (add additional sheets of paper as needed) and the electronic version of the draft CSWS South Meadows Units 5 and 6 Power Purchase Agreement (the "Agreement") provided by MIRA, the Statement of Qualifications Submitter (hereinafter referred to as "Contractor") shall identify any portion of the activities, requirements, and provisions required or described in the RFQ Package Documents including the Agreement that Contractor desires to take exception to, if any.

Contractor shall be specific regarding any exceptions listed and/or redline changes made to the Agreement. Proposer shall describe in detail the portion(s) of the Agreement terms that the Contractor is taking exception to and why. Contractor shall also describe what, if any, alternative services, terms, or conditions Contractor is willing to provide or accept as a substitution for the terms, or conditions to which Contractor has taken exception, if any.

If Contractor does not take exception to any portion of the RFQ Package Documents or to any terms of the Agreement, Contractor shall simply indicate below that Contractor "takes no exceptions", and submit this form along with the other RFQ forms as part of its SOQ submittal.

Note that MIRA will negotiate with Contractor on only those items identified by Contractor on this Business Exception Form and/or the redlined Agreement, if applicable. Also note that acceptance of any revisions to the terms and conditions of the Agreement, if any, will be at MIRA's sole discretion. Also note that pursuant to State of Connecticut statutes and regulations, the Agreement contains a number of provisions that MIRA, as a quasi-public entity, is required to incorporate in all of its contracts and are, therefore, non-negotiable.

Description of Exception Item	Reason for Exception	Proposed Alternative
1.		
2.		

## Exhibit 10

Description of Exception Item	Reason for Exception	Proposed Alternative
3.		
4.		
5.		
6.		
7.		

**Exhibit 10**

	<b>Description of Exception Item</b>	<b>Reason for Exception</b>	<b>Proposed Alternative</b>
8.			