

IMPORTANT NOTICE TO PROPOSERS REGARDING THE REQUEST FOR PROPOSALS (“RFP”) AND PROPOSAL SUBMITTALS

Please make certain you notify Virginia Raymond as soon as you have made the determination that your firm plans to submit a Proposal. Because of the tight deadline for Proposal submittal, any additional RFP instructions or responses to questions received from Proposers regarding this solicitation will be issued by CRRA to all prospective Proposers via email. By contacting Ms. Raymond with your firm’s contact and email information, you will be assured of receiving any clarifications and notifications, if any, issued by CRRA in connection with this RFP. Ms. Raymond can be contacted at:

vraymond@crra.org.

Please state clearly in your email that your firm plans to submit a Proposal and provide the names and email addresses for the individuals in your firm who should be sent supplemental RFP information, if any, issued by CRRA.

To submit a Proposal, please comply with the following instructions:

1. Complete all required RFP documents (RFP Attachments 1 through 11).
2. Electronically email to CRRA in either Microsoft Word or PDF format all completed documents no later than 5:00 PM, Friday, October 13, 2006.
3. Once the RFP documents have been electronically submitted to CRRA, mail to CRRA the completed RFP documents containing original signatures in ink (as applicable) and original notary seals (as applicable).
4. The package mailed containing the original copies of the completed RFP documents shall be clearly labeled on the outside of the package ***“Proposal for Electric Power Market Professional Services”***.
5. If you wish to have your financial statements kept confidential, include in your submittal package a separate sealed envelope containing the financial statements and clearly mark on the outside of the envelope ***“Confidential – Financial Statements Enclosed”***.
6. The entire package should be mailed to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor

Hartford, Connecticut 06103
Attention: Virginia Raymond

**REQUEST FOR PROPOSALS
ELECTRIC POWER MARKET PROFESSIONAL SERVICES**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

OCTOBER 6, 2006

REQUEST FOR PROPOSALS

ELECTRIC POWER MARKET PROFESSIONAL SERVICES

1.0 INTRODUCTION

The Connecticut Resources Recovery Authority ("CRRA") is issuing this Request for Proposals (RFP) to obtain from qualified firms, price Proposals for evaluating the electric power market with the ultimate goal of acquiring a new electric power purchaser for the Mid-Connecticut Resources Recovery Facility.

The successful Proposer shall provide all activities necessary to complete the Services described in this RFP and the Agreement (see Attachment 13).

2.0 GENERAL ORGANIZATION AND FACILITY DESCRIPTION

2.1 Connecticut Resources Recovery Authority

CRRA is a quasi-public entity, a body politic and corporate, created pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). CRRA has the responsibility for implementing solid waste disposal and recycling programs throughout the State in accordance with the State Solid Waste Management Plan, and is authorized to issue and sell bonds and notes to accomplish this purpose and to enter into contractual arrangements with the private sector where such arrangements will best accomplish CRRA's purposes. CRRA oversees a statewide network of four resources recovery facilities, two recycling and education centers, eleven transfer stations, and five landfills.

2.2 Mid-Connecticut Resources Recovery Facility

One of the four resources recovery facilities CRRA oversees is the Mid-Connecticut Resources Recovery Facility (the "Facility"). The Facility is permitted to process approximately 890,000 tons of Acceptable Waste per year and serves the waste disposal needs of approximately seventy (70) municipalities and numerous businesses. The Facility consists of a refuse-derived fuel resources recovery facility comprised of a waste processing facility and power block facility. Additional facilities supporting the Facility include four (4) transfer stations (located in Ellington, Essex, Torrington and Watertown), a regional recycling center and an active landfill. Municipalities that participate in the Mid-Connecticut Project enter into Municipal Service Agreements ("MSA") with CRRA for waste disposal and recycling services. The majority of the MSAs for these waste disposal and recycling services are scheduled to expire in November, 2012.

The Facility is comprised of the Waste Processing Facility located at 300 Maxim Road, Hartford, Connecticut ("WPF") and the Power Block Facility ("PBF") located at Reserve

Road, Gate 20, Hartford, Connecticut ("PBF"). The WPF processes municipal solid waste ("MSW") into refuse derived fuel ("RDF") which is then transported by conveyors to the PBF where the fuel is burned in order to produce steam for the production of electricity.

3.0 PROPOSAL INFORMATION, INSTRUCTIONS, AND FORMAT

3.1 RFP Availability

The complete RFP is available by contacting:

Virginia Raymond
860-757-7730
or
vraymond@crra.org

The complete RFP is also available for downloading and printing from CRRA's website at:

<http://www.crca.org>

Select the "Business Opportunities" page from the menu on the left side of the home page screen.

Please make certain you notify Virginia Raymond as soon as you have made the determination that your firm plans to submit a Proposal. Because of the tight deadline for Proposal submittal, any additional RFP instructions or responses to questions received from Proposers regarding this solicitation will be issued by CRRA to all prospective Proposers via email. By contacting Ms. Raymond with your firm's contact and email information, you will be assured of receiving any clarifications and notifications, if any, that may be issued by CRRA in connection with this RFP. Ms Raymond can be contacted at:

vraymond@crca.org.

Please state clearly in your email that your firm plans to submit a Proposal and provide the names and email addresses for the individuals in your firm who should be sent supplemental RFP information, if any, issued by CRRA.

All of the RFP forms that must be completed and submitted to CRRA as part of your firm's Proposal submittal are in Microsoft Word format.

3.2 Proposal Submission Deadline and Instructions

Proposals must be received electronically (emailed) by CRRA no later than 5:00 PM, Eastern Time, Friday, October 13, 2006. Proposals received after the time and date set forth above shall be rejected. To submit a Proposal please comply with the following instructions:

1. Complete all required RFP documents (RFP Attachments 1 through 11).
2. Electronically email to CRRA in either Microsoft Word or PDF format all completed documents no later than 5:00 PM, Friday, October 13, 2006.
3. Once the RFP documents have been electronically submitted to CRRA, mail to CRRA the completed RFP documents containing original signatures in ink (as applicable) and original notary seals (as applicable).
4. The package mailed containing the original copies of the completed RFP documents shall be clearly labeled on the outside of the package ***“Proposal for Electric Power Market Professional Services”***.
5. If you wish to have your financial statements kept confidential, include in your submittal package a separate sealed envelope containing the financial statements and clearly mark on the outside of the envelope ***“Confidential – Financial Statements Enclosed”***.
6. The entire package should be mailed to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Virginia Raymond

3.3 Proposal Open and Subject to Acceptance

All Proposals shall remain open and subject to acceptance by CRRA for sixty (60) days after the deadline date for proposal submission.

3.4 Proposal Opening

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

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

3.5 Evaluation Criteria

CRRA will evaluate the Proposals on the following:

- (a) Cost;
- (b) Acceptability of proposed business terms and conditions;
- (c) The proven knowledge, capabilities and experience of Proposer to provide the Services required;
- (e) The financial health and soundness of the Proposerr (including any parent and affiliate(s) providing the Services, if applicable); and
- (i) Any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of the Proposer's qualifications to perform the Services.

The award of the Agreement for the Services will be made, if at all, to the Proposer whose evaluation by CRRA results in CRRA determining that such award to such Proposerr is in the best interests of CRRA. However, the selection of a Proposer and the execution of the Agreement, while anticipated, are not guaranteed.

Neither CRRA nor any of its officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection or non-selection, of any proposal submitted in response to this RFP.

3.6 Additional Evaluation Criteria

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

- (a) The Proposer's success in implementing an affirmative action plan;
- (b) The Proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive;
- (c) The Proposer's promise to develop and implement a successful affirmative action plan; and
- (d) The Proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area.

3.7 Guaranty (at CRRA's Option)

In the event a Proposer intends to have an affiliate or subsidiary enter into and execute the Agreement and such affiliate or subsidiary is awarded an Agreement to perform Services, CRRA may require the successful Proposer to provide a guaranty or letter of credit to

guarantee the affiliate's or subsidiary's performance under the Agreement. In addition, if CRRA determines that a Proposer does not have sufficient financial capacity to perform and carry out its obligations under the Agreement, CRRA may require that such Proposer submit a guaranty or Letter of Credit of its performance under the Agreement by a parent or affiliate company of such Proposer acceptable to CRRA at CRRA's sole and absolute discretion.

3.8 Disclosure of Information

Proposers are hereby advised that any information contained in or submitted with or in connection with its Proposal is subject to the Connecticut's Freedom of Information Statutes. By submitting a Proposal, each Proposer expressly waives any claim(s) that such Proposer or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

3.9 Proposal Costs

Each Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its Proposal, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses. Neither CRRA 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 Proposals. By submitting a Proposal, Proposer expressly waives: (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

3.10 Sales and Use Taxes

Pursuant to Section 12-412 (88) of the Connecticut General Statutes, the sale of any services or tangible personal property to be incorporated into, used or otherwise consumed in the performance of the Services that are the subject of this RFP are exempt from Connecticut sales and use tax. CRRA is also exempt from the payment of sales and use tax under Section 22a-270 of the Connecticut General Statutes. Accordingly, any Proposer who submits a proposal shall not include any such tax in any of its proposal prices or in any calculations thereof.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Forms

Proposal submissions shall contain the following completed RFP documents:

- *Attachment 1 – Pricing and Task Completion Plan Form;*
- *Attachment 2 - Proposal Form;*

- *Attachment 3 – Non-collusion Certification;*
- *Attachment 4 – Proposer’s Background Questionnaire;*
- *Attachment 5 – Questions Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety;*
- *Attachment 6 – Waiver of Damage Form;*
- *Attachment 7 – Affidavit of Third Party Fees Form;*
- *Attachment 8 – Certification Concerning Proposal Forms;*
- *Attachment 9 – Affidavit Concerning Gifts Form;*
- *Attachment 10 – References and Statement of Qualifications Form; and*
- *Attachment 11 – Business Exception Form.*

4.2 Business Structure

The Proposer shall provide written information describing its business structure and organization. Proposer shall identify and name all principals, owners, officers, parents and directors of Proposer, and all stockholders holding more than 10% of the stock of Proposer. If the Proposer or any member of the Proposer’s team, including any Guarantor, is a partnership or joint venture, Proposer shall provide full and complete information concerning the nature and structure of the partnership or joint venture, including:

- (a) Date of formation of the joint venture or partnership together with copies of joint venture or partnership agreements plus all amendments; and
- (b) A description of the obligations of the partners to CRRA, specifically addressing if the agreement between members comprising the partnership or joint venture makes each jointly and severally liable for contractual obligations to provide the Services contemplated by the RFP.

The Proposer must clearly indicate the organization, ownership, and financial relationships which exist or are being proposed between Proposer and affiliated companies.

The Proposer shall also set forth information concerning 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 principals of companies and actual and pending litigation in which the Proposer is involved.

The Proposer shall provide with its proposal financial statements of itself for the last three (3) years (including a Proposer's affiliate or subsidiary designated by Proposer to execute the Agreement, if awarded). In connection with CRRA's foregoing requirement to submit financial statements, the Proposer may request that CRRA keep its foregoing financial statements in confidence/private; the Proposer must make said request in writing and submit its financial statements in a separate sealed and marked envelope. If so requested by the Proposer, CRRA shall use best efforts to keep said financial statements in confidence.

5.0 NOTICE OF AWARD (Attachment 12)

If a Proposer's proposal is accepted by CRRA, Proposer shall be officially notified of such acceptance via the issuance of a Notice of Award substantially in the form presented in Attachment 12.

6.0 EXECUTION OF AGREEMENT (Attachment 13)

The successful Proposer shall be required to enter into an agreement for the Services substantially in the form presented in Attachment 13 of this RFP; Agreement for Electric Power Market Professional Services.

7.0 EXAMINATION OF RFP AND CONTRACT DOCUMENTS

Prior to the submittal of a Proposal, it is the responsibility of each Proposer to:

- examine thoroughly the RFP and contract documents;
- consider and review any and all laws and regulations that may affect cost, progress, performance, furnishing or completion of the Services; and
- notify CRRA immediately of any errors, ambiguities, or omissions in the RFP and contract documents discovered by Proposer.

**REQUEST FOR PROPOSALS
ELECTRIC POWER MARKET PROFESSIONAL SERVICES**

**ATTACHMENT 1
PRICING AND TASK COMPLETION PLAN
FORM**

CRRA desires to sell the first 250,000 Mwh of energy only generated by the Mid-Connecticut Electric Generating Facility (“EGF”) annually on a unit contingent basis to a credit worthy counter party. CRRA is requesting the professional services of a consultant to assist CRRA in marketing this energy product to maximize the value to CRRA consistent with prevailing practices and CRRA’s Procurement Policies and Procedures.

CRRA intends to conduct a two phase procurement process for the sale of energy. The first phase is a request for qualification (“RFQ”) process to identify interested market participants, to evaluate the qualifications and financial capability of prospective bidders and to seek comments on the draft purchase and sale agreement (“PSA”). The second phase is a request for proposals (“RFP”) process to solicit firm price proposals in accordance with the terms of the PSA.

Using this form (attach additional sheets of paper as needed) Proposer shall provide the following information listed below:

- Proposer’s approach regarding how each of the tasks will be completed.
- Include in each description (as appropriate) the deliverables to be received by CRRA (deliverables such as written letter summaries, reports and other documents to be provided to CRRA);
- For tasks 1, 2, and 3A, Proposer shall submit a firm price (or a not to exceed price based on a time and material basis) for each task;
- For tasks 3B, 4 and 5, Proposer shall submit a good faith estimate of the hours and costs for each task.
- When establishing prices to complete each of the tasks, prices shall be inclusive of anticipated costs associated with travel and meeting time. Note that CRRA requires a firm price for some of the tasks and good faith time and material prices for other tasks. Prices charged for travel and other expenses shall comply with CRRA’s *Travel Policy and Expense Reporting Procedures* presented in **Exhibit B** to the *Agreement for Electric Power Market Professional Services*.

CRRA requests that consultants specify their proposed approach for developing and conducting a competitive solicitation for the sale of energy from the Mid-Conn Project to maximize the revenue. Following the steps above, please describe in detail the Consultant’s approach to performing the following tasks:

Task 1: Power Market Analysis

Provide CRRA with a written report that contains a review of potential markets and buyers for the sale of the output of the Mid-Conn project and identify key determinants of value and risk for prospective buyers including an estimate of expected energy prices. This task will include a kick-off meeting to discuss background information, goals, approach and schedule for the procurement process.

Deliverable: Written Report

Task 2: RFQ and RFP Framework

Recommend the RFQ and RFP framework that will be used to solicit and evaluate proposals and general form of power sales agreement including key contract provisions such as contract duration, risk allocation and credit requirements. This task will include a meeting at CRRA to discuss the recommendations of the consultant.

Deliverable: Written Letter Report

Task 3: Preparation of Procurement Documents

Task 3A: Draft the RFQ and RFP

After completion of Task 2, draft the RFQ and RFP based on the agreed upon recommendations from Task 2. Both the RFQ and RFP shall be written in accordance with CRRA's Procurement Policies and Procedures.

Deliverables: Written RFQ document and written RFP document

Task 3B: Draft PSA

Assist CRRA and its legal counsel in drafting the PSA for inclusion in the RFQ. Upon receipt of comments on the draft PSA, assist CRRA and its legal counsel in any required changes to the PSA.

Deliverable: Written PSA

4: Respond to Prospective Bidders

Assist CRRA in responding to questions from prospective bidders regarding the RFQ, RFP and PSA.

Deliverables: Written addenda to the RFQ and RFP documents

Task 5: Evaluate Proposals

Evaluate each proposal to ensure conformance with the RFP and perform an economic analysis of proposals including any price options.

Deliverable: Written comparative bid analysis of all qualified bidders including economics.

**REQUEST FOR PROPOSALS
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**ATTACHMENT 2
PROPOSAL FORM**

PROPOSAL FORM

PROJECT: Mid-Connecticut Project

CONTRACT NUMBER: _____ (To be filled in later by CRRA)

CONTRACT FOR: *Agreement for Electric Power Market Professional Services*

PROPOSAL SUBMITTED TO: Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

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 Proposer, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for sixty (60) days after the Proposal due date. If CRRA issues a Notice of Award to Proposer, Proposer shall:

- (a) Within ten (10) days after such Notice of Award is issued By CRRA, acknowledge in writing receipt of such Notice of Award;
- (b) Execute the required number of counterparts of the *Agreement for Electric Power Market Professional Services*;
- (c) Deliver to CRRA such executed counterparts and all other Contract Documents attached to the Notice Of Award along with the Bonds and other documents required by the Contract Documents; and
- (d) Satisfy all other conditions of the Notice of Award.

3. PROPOSER'S OBLIGATIONS

Proposer agrees, if this Proposal is accepted by CRRA and CRRA issues a Notice of Award to Proposer, to the following:

- (a) To enter into and execute the Agreement included in the Contract Documents;
- (b) 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.

4. PROPOSER'S REPRESENTATIONS

In submitting this Proposal, Proposer represents that:

- (a) Proposer has examined and carefully studied the RFP package documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda, if any, by Addendum number and date):

- (b) Proposer has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Services.
- (c) Proposer understands and agrees that CRRA makes no warranty or representation that the historical quantities of waste processed and electric power produced accurately reflect future quantities of such waste and electric power or future requirements of CRRA's resources recovery facilities, or the Services to be performed. It is understood and agreed that any successful Proposer or Contractor shall not use any information or estimates made available to it or otherwise obtained by it in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between the available or obtained information and the actual conditions, quantities or other circumstances encountered or experienced during the performance of the Services. By submitting a Proposal, each Proposer expressly waives each and every such claim or demand.
- (d) 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.
- (e) Proposer acknowledges that CRRA does not assume responsibility for the accuracy or completeness of the information and data, if any, shown or indicated in the RFP and Contract Documents.
- (f) Proposer is aware of the nature of the work to be performed by CRRA and others that relates to the Services for which this Proposal is submitted.

- (g) Proposer has given CRRA written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Contract Documents and the written resolution thereof by CRRA is acceptable to Proposer or, if Proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer and CRRA to be a waiver to assert these issues and claims in the future. 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.
- (h) Proposer agrees that, pursuant to Conn. Gen. Stat § 22a 270 (as the same may be amended or superceded from time to time) CRRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to Conn. Gen. Stat § 12-412(92) (as the same may be amended or superceded from time to time), “[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [CRRA] . . . whether such purchases are made directly by CRRA or are reimbursed by CRRA to the lessee or operator of such project” is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Contractor performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any RFP, RFP or other submittal or proposal to CRRA in connection with this Agreement.

5. ATTACHMENTS

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

- *Attachment 1 – Pricing and Task Completion Plan Form;*
- *Attachment 2 - Proposal Form*
- *Attachment 3 – Non-collusion Certification;*
- *Attachment 4 – Proposer’s Background Questionnaire;*
- *Attachment 5 – Questions Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety;*

- *Attachment 6 – Waiver of Damage Form;*
- *Attachment 7 – Affidavit of Third Party Fees Form;*
- *Attachment 8 – Certification Concerning Proposal Forms;*
- *Attachment 9 – Certification Regarding Gifts Form;*
- *Attachment 10 – References and Statement of Qualifications Form;*
- *Attachment 11 – Request for Proposals Exception Form;*
- *Attachment 12 - Notice of Award*
- *Attachment 13 - Agreement for Electric Power Market Professional Services*

6. NOTICES

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

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

7. ADDITIONAL REPRESENTATIONS

Proposer hereby represents that:

- (a) The undersigned is duly authorized to submit this Proposal on behalf of the Proposer;

- (b) The price or prices provided in this RFP have been arrived at independently and without collusion, consultation, or communication in any way with any other Proposer;
- (c) The price or prices provided herein have not been disclosed to any other person, firm, corporation or business; and
- (d) No attempt has been made by Proposer to solicit or induce any other person, firm, corporation or business to submit a Proposal.

AGREED TO AND SUBMITTED ON , 2006 .

Name of Proposer:	
Signature of Proposer Representative:	
Name and Title:	
Address:	
Telephone:	
Fax:	
E-Mail:	

**REQUEST FOR PROPOSAL
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**ATTACHMENT 3
NON-COLLUSION CERTIFICATION**



NON-COLLUSION CERTIFICATE

ELECTRIC POWER MARKET PROFESSIONAL SERVICES

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

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

1. 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;
2. 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;
3. 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;
4. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal;
5. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer for this Service or over CRRRA; and
6. The person signing this Proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Proposer as well as to the person signing on its behalf.

Name:

Title:

State of

County of

being fully sworn, deposes and says that he is the of , the Proposer herein, that he has read the foregoing statement of non-collusion, and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this day of , 2006

Notary Public/Commissioner of the Superior Court

**REQUEST FOR PROPOSALS
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**ATTACHMENT 4
PROPOSER'S BACKGROUND QUESTIONNAIRE**



PROPOSER'S BACKGROUND QUESTIONNAIRE

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

	Yes	No
<p>1. Has the Proposer or any of its principals, owners, officers, parents, directors or stockholders holding more than 50% of the stock of the Proposer ever been the subject of a criminal investigation?</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 identify 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 2 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>2. Has the Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Proposer ever been the subject of a civil investigation?</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 identify of the person or entity involved; and the status 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 a principal, owner, officer, partner, director or stockholder of the Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a criminal investigation?</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 4 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>4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 4, 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; and the status of the investigation.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

**REQUEST FOR PROPOSALS
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**ATTACHMENT 5
QUESTIONS CONCERNING AFFIRMATIVE
ACTION, SMALL BUSINESS CONTRACTORS &
OCCUPATIONAL HEALTH & SAFETY**



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

Because CRRA 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 CRRA in procuring this information. Many of the questions are required to be asked by RCSA 46a-68j-31.

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

LIST OF ACRONYMS

RCSA	-	Regulations of Connecticut State Agencies
CHRO	-	State of Connecticut Commission on Human Rights and Opportunities
DECD	-	State of Connecticut Department of Economic and Community Development
MWDP	-	Minority/Women/Disabled Person

FOOTNOTE

- ¹ If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds \$50,000.00 in any fiscal year, and the Contractor has 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 CONTRACTOR

Contractor must meet all of the following criteria to qualify as a Small Contractor:

1. Has been doing business and has maintained its principal place of business in the State for a period of at least one year immediately preceding the Request for Proposals;
2. Has had gross revenues not exceeding ten million dollars in the most recently completed fiscal year;
3. Is headquartered in Connecticut; and,
4. At least 51% of the ownership of the Contractor is held by a person or persons who are active in the daily affairs of the business and have the power to direct the management and policies of the business.

SCHEDULE B CRITERIA FOR A MINORITY/WOMAN/DISABLED PERSON BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Minority/Woman/Disabled Person Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Contractor;
2. 51% or more of the business and/or its assets must be owned by a person or persons who are minorities as defined in Connecticut General Statutes Section 32-9n (please see below) or is an individual with a disability;
3. The Minority/Woman/Disabled Person must have the power to change policy and management of the business; and,
4. The Minority/Woman/Disabled Person must be active in the day-to-day affairs of the business.

CONNECTICUT GENERAL STATUTES SECTION 32-9n

Sec. 32-9n. Office of Small Business Affairs. (a) There is established within the Department of Economic and Community Development an Office of Small Business Affairs. Such office shall aid and encourage small business enterprises, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals in Connecticut. As used in this section, minority means: (1) Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; (2) Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; (3) all persons having origins in the Iberian Peninsula, including Portugal, regardless of race; (4) women; (5) Asian Pacific Americans and Pacific islanders; or (6) American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

**REQUEST FOR PROPOSALS
ELECTRIC POWER MARKET PROFESSIONAL SERVICES**

**ATTACHMENT 6
WAIVER OF DAMAGES FORM**



WAIVER OF DAMAGES FORM

ELECTRIC POWER MARKET PROFESSIONAL SERVICES

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

- (1) Any action or inaction on the part of the Connecticut Resources Recovery Authority (CRRA) or any of its directors, officers, employees or authorized agents concerning the evaluation and selection of bids by CRRA or any of its directors, officers, employees or authorized agents;
- (2) Any agreement entered into for the services described in the RFP; and/or
- (3) Any award or non-award of a contract, pursuant to such RFP.

Name of Proposer:	
Signature of Authorized Official:	
Typed Name of Official:	
Title:	
Date:	

**REQUEST FOR PROPOSALS
ELECTRIC POWER MARKET PROFESSIONAL SERVICES**

**ATTACHMENT 7
AFFIDAVIT OF THIRD PARTY FEES**



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

All Proposers must complete and properly execute this Affidavit of Third Party Fees. The purpose of this Affidavit is to ascertain if the Proposer has made or promised any payment to a third party attributable to this Agreement. If no such payment has been made or promised, Proposer should write "None" in the first box in the table. For purposes of the Affidavit, Proposer's subcontractors, if any, are not considered third parties.

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. (firm name) seeks to enter into the Agreement for Electric Power Market Professional Service (the "Agreement") with the Connecticut Resources Recovery Authority.
3. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

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

(Attach additional copies of this page as necessary.)

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

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

Signed:

Print Name:

Title:

Subscribed and sworn to before me this day of , 2006 .

Notary Public/Commissioner of the Superior Court

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



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

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

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

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

Attach additional pages as necessary.

**REQUEST FOR PROPOALS
ELECTRIC POWER MARKET PROFESSIONAL SERVICES**

**ATTACHMENT 8
CERTIFICATION CONCERNING BID FORMS**



CERTIFICATION CONCERNING PROPOSAL FORMS

ELECTRIC POWER MARKET PROFESSIONAL SERVICES

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

By submission of this Proposal, the Proposer identified below, together with any affiliates or related business entities or persons, the guarantor and any joint ventures, hereby certifies under penalty of perjury and risk of termination of the Agreement, if awarded, that all of the forms included in this Request for Proposal that are submitted to the Connecticut Resources Recovery Authority as part of its Proposal in response to this Request for Proposal are identical in form and content to the preprinted forms in this Request for Proposal except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion or such requested information.

Name:

Title:

State of

County of

SS/ being fully sworn, deposes and says that he is the of , the Proposer herein, that he has read the foregoing statement of non-collusion, and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this day of , 2006

Notary Public/Commissioner of the Superior Court

**REQUEST FOR PROPOSALS
ELECTRIC POWER MARKET PROFESSIONAL SERVICES**

**ATTACHMENT 9
AFFIDAVIT CONCERNING GIFTS**



**AFFIDAVIT CONCERNING GIFTS -
REQUESTS FOR BIDS**

Section 4-251 of the *Connecticut General Statutes* requires that all Proposers complete and properly execute this Affidavit Concerning Gifts. The purpose of this Affidavit is to ascertain if the Proposer or the Proposer's principals and key personnel or their agents have made any gifts during the two years preceding submission of the Proposal for this Agreement to any CRRA personnel that have participated substantially in preparing the Request for Proposal or state officials who have supervisory or appointing authority over CRRA.

If no such gifts have been made, Proposer should write "None" in the first box in Table 1 and execute this Affidavit.

If the Proposer is submitting a Proposal prior to June 30, 2006 and the Proposer has submitted a gift affidavit in accordance with the policy adopted by the Attorney General of the State of Connecticut on January 8, 2004, the Proposer should write "Submitted gift affidavit in accordance with Attorney General's 01/08/04 policy" in the first box in the table and execute this Affidavit.

I, _____, a duly authorized officer and/or representative
of _____ (firm name)
(the "Proposer"), 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 Proposer seeks to enter into the Agreement for Electric Power Market Professional Services (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRA"); and
3. (a) The Proposer, (b) any principals and key personnel of the Proposer who participated substantially in preparing the proposal, and (c) any agent of the Proposer or principals and key personnel who participated substantially in preparing the bid provided no gifts other than those listed in Table 1 below during the two-year period preceding the submission of this bid to (i) any public official or employee of CRRA who participated substantially in the preparation of the bid solicitation for the Agreement (such CRRA employees are listed in Table 2 below) and (ii) any public official or state employee of any state agency, who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. (a) No principals and key personnel of the Proposer who participated substantially in preparing the bid, and (b) no agent of the Proposer or principals and key personnel who participated substantially in preparing the bid know of any action by the Proposer to circumvent the requirements of Chapter 55c of the *Connecticut General Statutes* by providing for any other principals and key personnel, official, employee or agent of the Proposer to provide a gift to (i) any public official or employee of CRRA who participated substantially in the preparation of the bid solicitation for the Agreement or (ii) any public official or state employee of any state agency, who has supervisory or appointing authority over CRRA; and
5. The information set forth herein is true, complete and accurate to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 1: Gifts Given to Those Listed in Table 2 and Table 3 During the Two Year Period Preceding Submission of this Proposal *(Attach additional copies of this page as necessary)*

Name Of Recipient of the Gift	Description of the Gift	Value of the Gift	Approximate Date the Gift Was Given

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Proposals for the Agreement

Floyd Gent, Director of Operations
Virginia Raymond, Senior Operations Analyst

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

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator Louis C. DeLuca, Minority Leader of the Senate
Representative James A. Amann, Speaker of the House of Representatives
Representative Robert M. Ward, Minority Leader of the House of Representatives

Signed: _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 200 _____

Notary Public/Commissioner of the Superior Court

For the purposes of this Affidavit 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 9-333b 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 the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (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.
- (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.

"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.

**REQUEST FOR PROPOSALS
ELECTRIC POWER MARKET PROFESSIONAL SERVICES**

**ATTACHMENT 10
REFERENCES AND STATEMENT OF
QUALIFICATIONS FORM**

REFERENCES AND STATEMENT OF QUALIFICATIONS FORM

REFERENCES

Proposer shall attach to this form contact names, addresses, and telephone numbers for at least three firms for which Proposer has performed work comparable to the services that are the subject of this RFP. In addition to the contact information for each reference, Proposer shall describe the scope of work/services performed.

STATEMENT OF QUALIFICATIONS

Proposer shall attach to this form a description of Proposer's::

1. Experience and knowledge of the New England power market;
2. Experience in preparing power market studies especially for the Northeast/New England power markets; and
3. Experience in developing, writing, and managing competitive bidding documents and processes for the purchase and sale of power from generation assets in the U.S. and more specifically in the Northeast/New England power markets.

**REQUEST FOR PROPOSALS
ELECTRIC POWER MARKET PROFESSIONAL SERVICES**

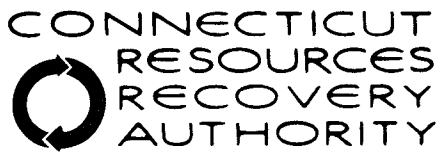
**ATTACHMENT 11
BUSINESS EXCEPTION FORM**

BUSINESS EXCEPTION FORM

Using this form (add additional sheets of paper as needed) the Proposer shall identify here any portion of the Services required or described in this RFP and the **Agreement for Electric Market Professional Services** that the Proposer desires to take exception to, if any. Proposer shall be specific regarding any exceptions listed. Proposer shall describe in detail the portion(s) of the Services Proposer is taking exception to and why. Proposer shall also describe what, if any, alternative Services or conditions Proposer is willing to provide or accept as a substitution for the Services Proposer has taken exception to, if any. If Proposer does not take exception to any portion of the Services required or described in this RFP and the **Agreement for Electric Market Professional Services**, Proposer shall simply indicate below that Proposer “takes no exceptions”, and submit this form along with the other Bid forms as part of its Bid submittal.

**REQUEST FOR PROPOSALS
ELECTRIC POWER MARKET PROFESSIONAL SERVICES**

**ATTACHMENT 12
NOTICE OF AWARD**



100 CONSTITUTION PLAZA • 6th FLOOR • HARTFORD • CONNECTICUT • 06103-1722 • TELEPHONE (860) 757-7700
FAX (860) 757-7742

NOTICE OF AWARD (the "Award")

DATE: OCTOBER _____, 2006

TO: _____

Attention:

PROJECT: Mid-Connecticut Project

RE: *Agreement for Electric Power Market Professional Services*

The Connecticut Resources Recovery Authority ("CRRA") has considered the Proposal submitted by you dated September 20, 2006 in response to CRRA's Request for Proposals for the above-referenced Services, which Services are more particularly described in the RFP Documents and the *Agreement for Electric Power Market Professional Services* (the "Agreement").

You are hereby notified that your Proposal has been accepted.

Within ten (10) days from the date of this Notice of Award you are required to Notify CRRA of your acceptance of the Award per the instructions below. If you fail within ten (10) days from the date of this Notice of Award to notify CRRA of your acceptance of this Award, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Proposal as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

Upon receipt of your acceptance of this Award (if provided), CRRA shall provide you with two counterparts of the Agreement for execution. When executed, both signed counterparts shall be sent to the party show below for routing and signature within CRRA:

Virginia Raymond
Senior Analyst
CRRA
100 Constitution Plaza, 6th Floor
Hartford, CT 06103

Upon execution of the Agreement by CRRA, one fully executed counterpart will be returned to you for your records.

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

Dated this _____ day of October, 2006.

Connecticut Resources Recovery Authority

By: _____
Floyd M. Gent
Title: Director of Operations

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of October, 2006.

By: _____ (Signature)
_____ (Typed/Printed Name)
Title: _____

**REQUEST FOR PROPOSALS
ELECTRIC POWER MARKET PROFESSIONAL SERVICES**

**ATTACHMENT 13
AGREEMENT FOR ELECTRIC POWER MARKET
PROFESSIONAL SERVICES**

AGREEMENT FOR ELECTRIC POWER MARKET PROFESSIONAL SERVICES

This ELECTRIC POWER MARKET PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made as of the _____ day of October, 2006 (the "Effective Date"), by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut in the United States of America, and having a principal place of business at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103, USA ("CRRA") and _____, a _____ corporation, having its principal place of business at _____, _____, _____, _____, ("Consultant").

PRELIMINARY STATEMENT

CRRA is the owner or lessee of certain pieces and parcels of real property located throughout the State of Connecticut (collectively, the "Properties") upon which Properties CRRA owns and operates various solid waste management facilities (collectively, the "Facilities"). In particular, CRRA has Property, which it owns and operates a certain resources recovery facility and other ancillary facilities known as the Mid-Connecticut Waste Processing Facility (the "WPF"), the Power Block Facility (the "PBF") and the Electric Generating Facility (the "EGF") and the WPF, PBF together with the EGF are hereinafter collectively referred to as the "Facility."

CRRA now desires to enter into this Agreement in order to have Consultant render certain independent electric power market consulting services in accordance with 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. CRRA retains Consultant to render certain independent electric power engineering consulting services including, but not limited to the services listed on **Exhibit A** attached hereto and made a part hereof (collectively, the "Services"). CRRA may, where necessary or desired, provide Consultant with instructions, guidance and directions in connection with Consultant's performance of the Services hereunder. Consultant shall furnish all labor, materials, supplies, tools, and equipment for or incidental to the Services requested. Consultant agrees to perform the Services as an independent contractor consistent with: (i) any and all instructions, guidance and directions provided by CRRA and/or any of its attorneys to Consultant; (ii) the terms and conditions of this Agreement; (iii) the highest prevailing applicable professional standards; and

(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 (collectively, the "Laws and Regulations") (hereinafter collectively referred to as the "Standards").

2. Consultant will only perform Services upon request from an Authorized Representative of CRRA. For purposes of this Agreement, the terms "Authorized Representative of CRRA" or "Authorized Representative" shall mean CRRA's President (the "President"), or any person designated in writing to Consultant by such President. Any Services performed at the request of anyone who is not an Authorized Representative shall not be paid for by CRRA.

3. The amount of compensation to be paid to Consultant by CRRA for the Services and out-of-pocket expenses hereunder shall be the amounts set forth in **Exhibit D** and the compensation shall be paid in accordance with the terms of Paragraph 4 herein. Consultant acknowledges and agrees that the Contract Price hereunder includes all out-of-pocket expenses and costs to be incurred by Consultant in performing and completing such Services.

Out-of-pocket expenses shall be reimbursed at cost provided they are consistent with CRRA's Travel and Expense Reporting document attached hereto and made a part hereof as **Exhibit B**, except that Consultant will be deemed to have met CRRA's "Receipt" requirements of such document if Consultant provides to CRRA with each billing (i) receipts for all items greater than or equal to \$25 and (ii) copies of the Consultant's expense forms itemizing expenses incurred in providing Services to CRRA. Computer expenses incurred by Consultant in performing the Services hereunder shall be reimbursed to Consultant at cost. Consultant shall be solely responsible for the reporting of and payment of federal, state, and local income taxes, FICA and FUTA contributions and shall maintain any insurance coverage required by state or federal law in addition to any insurance required hereunder.

4. Consultant shall render a bill to CRRA each month for all of the Services performed and all of the costs and expenses incurred in the immediately preceding month pursuant to this Agreement. Each monthly bill will contain at least the following information:

- A. A description of the Services performed by Consultant;
- B. The time spent by Consultant;
- C. Separate listing of all expenses incurred including copies of receipts or sub consultant invoices;
- D. The project name and number to be charged; and
- E. The contract number for this Agreement (to be provided by CRRA).

Exhibit C, attached hereto and made a part hereof, is the format for all monthly bills. If CRRA determines in its sole discretion that the Services for which Consultant is requesting payment have been properly performed and completed in accordance with the Standards, the bill contains all of the information required hereunder, Consultant is not in default hereunder and CRRA does not dispute the amount of the payment requested, then CRRA shall pay the amount requested within thirty (30) calendar days after its receipt of such bill. If, however, CRRA determines that any of the Services for which Consultant has requested payment is not in

conformance with the Standards, then CRRA may in its sole and absolute discretion withhold all or a portion of such payment, and Consultant shall, if requested by CRRA, immediately take, at Consultant's sole cost and expense, all action necessary to render such Services in conformance with the Standards. CRRA shall have no obligation under this Agreement to pay for any Services that CRRA determines have not been performed and/or completed in conformance with the Standards. If CRRA disputes the amount in any written request for payment submitted by Consultant, CRRA shall have the right to withhold the disputed amount until the dispute is settled. CRRA shall notify Consultant of any disputed amount and the reason(s) for disputing such amount.

5. For the Services rendered under this Agreement, Consultant shall be paid by CRRA on the rates set forth on **Exhibit D** attached hereto and made a part hereof.

6. If requested by CRRA, Consultant shall provide a progress report to CRRA by the 10th day of each calendar month for each active task, which Consultant is performing. The report is to contain the following information in the format given:

- Title of task
- Description of task
- Original schedule
- Original estimated budget by month in dollars and hours (graph format)
- Progress in preceding month
- Estimated dollars and hours spent in preceding month
- Dollars and hours spent monthly, to date (graph format)
- Problem areas
- Description of activities for the coming month and estimated hours and dollars for such activities.

7. The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated in accordance with the terms hereof, on June 30, 2007. This Agreement may be terminated by either CRRA or Consultant upon at least thirty (30) days advance written notice except that Consultant shall have no right to terminate until all ongoing tasks have been completed to the satisfaction of CRRA. Upon receipt of such written notice from CRRA, Consultant shall immediately cease work on any and all Services, unless otherwise directed in writing by CRRA. Upon termination of this Agreement pursuant to this Section 7, (a) CRRA shall pay Consultant for all Services performed by Consultant prior to the termination date, provided: (i) such Services have been performed by Consultant in accordance with the Standards, (ii) payment for such Services has not been previously made or is not disputed by CRRA, and (iii) Consultant has performed all its obligations under this Section 7 to CRRA's satisfaction, and (b) CRRA shall have no further liability hereunder. Except for the payment that may be required pursuant to the preceding sentence, CRRA shall not be liable to Consultant in any other manner whatsoever in the event CRRA exercises its right to terminate this Agreement. Consultant shall transmit to CRRA originals or copies of any and all material prepared, developed or obtained under this Agreement in Consultant's possession within thirty (30) days of receipt or issuance of the written notice of termination unless otherwise directed by CRRA.

Consultant's obligations under this Section 7 shall survive the termination or expiration of this Agreement.

8. Consultant shall comply with all Laws and Regulations as they apply to this Agreement. 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.

9. This Agreement shall not be construed to restrict either CRRA or Consultant from entering into other consulting agreements similar to this one with other parties, provided however Consultant shall not render services to another which would either be in conflict with the interests of CRRA or prevent Consultant from performing hereunder. Consultant shall not assign this Agreement or subcontract any of the Services to be performed hereunder without the prior written consent of the CRRA or such assignment or subcontract shall be void.

10. Consultant shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for Consultant's own purposes or for the benefit of any person, firm, corporation or other entity without the prior written consent of CRRA. Any reports or other work product prepared or produced by Consultant while performing Services under this Agreement shall be owned solely and exclusively by CRRA and cannot be used by Consultant for any purpose beyond the scope of this Agreement without the prior written consent of CRRA. Any material designated by CRRA in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of CRRA.

11. Contractor 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 five million (\$5,000,000.00) 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 one million (\$1,000,000.00) dollars each accident.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident and five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.
- (d) Professional Liability insurance with a limit of one million (\$1,000,000.00) dollars.

12. Upon Contractor's execution of this Agreement, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in paragraph 11 above certifying that such insurance is in full force and effect and setting forth the information required by paragraph 13 below. Additionally, Contractor shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in above, a certificate or certificates containing the information required by paragraph 13 below and certifying that such insurance has been renewed and remains in full force and effect.

13. All policies for each insurance required hereunder shall: (i) name CRRA as additional insureds (this requirement shall not apply to workers' compensation/employers' liability insurance, or professional liability insurance); (ii) include a standard severability of interest clause; (iii) provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (iv) hold CRRA 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 CRRA may have shall be deemed in excess of such primary insurance.

14. 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 CRRA in its sole discretion.

15. CRRA 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. 16. Consultant shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments and 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) CRRA or any of its directors, officers, agents, employees or other contractors, or (b) Consultant or any of its directors, officers, employees, agents, sub consultants or materialmen, 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 Consultant or any of its employees, agents, subconsultants or materialmen. Consultant further undertakes to reimburse CRRA for damage to property of CRRA caused by Consultant or any of its employees, agents, subconsultants or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Consultant's obligations under this Section 11 shall survive the termination or expiration of this Agreement.

17. CONTRACTOR agrees to the following: (1) CONTRACTOR agrees and warrants that in the performance of the Services for CRRA, CONTRACTOR will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by

CONTRACTOR that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; (2) CONTRACTOR further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by CONTRACTOR that such disability prevents performance of the Services involved; (3) CONTRACTOR agrees, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission"); (4) CONTRACTOR agrees to provide each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding and each vendor with which CONTRACTOR has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of CONTRACTOR's commitments under 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; (5) CONTRACTOR 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 (6) CONTRACTOR agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of CONTRACTOR as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes. If this Agreement is a public works contract, CONTRACTOR agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

18. 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.

19. 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 CRRA or Consultant 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.

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

21. 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 CRRA:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: President

With an additional copy to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Director of Operations

(b) If to Consultant:

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

23. CRRA and Consultant 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 laws.

24. Wherever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular and any gender shall mean all genders or any other gender, as the context may require.

25. 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.

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

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: _____

Thomas D. Kirk
Its President
Duly Authorized

[Name of Consultant]

By: _____

Its
Duly Authorized

EXHIBIT A
SCOPE OF SERVICES

Consultant shall provide consulting services to CRRA, including, but not limited to the following:

Task 1: Power Market Analysis

Provide CRRA with a written report that contains a review of potential markets and buyers for the sale of the output of the Mid-Conn project and identify key determinants of value and risk for prospective buyers including an estimate of expected energy prices. This task will include a kick-off meeting to discuss background information, goals, approach and schedule for the procurement process.

Deliverable: Written Report

Task 2: RFQ and RFP Framework

Recommend the RFQ and RFP framework that will be used to solicit and evaluate proposals and general form of power sales agreement including key contract provisions such as contract duration, risk allocation and credit requirements. This task will include a meeting at CRRA to discuss the recommendations of the consultant.

Deliverable: Written Letter Report

Task 3: Preparation of Procurement Documents

Task 3A: Draft the RFQ and RFP

After completion of Task 2, draft the RFQ and RFP based on the agreed upon recommendations from Task 2. Both the RFQ and RFP shall be written in accordance with CRRA's Procurement Policies and Procedures.

Deliverables: Written RFQ document and written RFP document

Task 3B: Draft PSA

Assist CRRA and its legal counsel in drafting the PSA for inclusion in the RFQ. Upon receipt of comments on the draft PSA, assist CRRA and its legal counsel in any required changes to the PSA.

Deliverable: Written PSA

4: Respond to Prospective Bidders

Assist CRRA in responding to questions from prospective bidders regarding the RFQ, RFP and PSA.

Deliverables: Written addenda to the RFQ and RFP documents

Task 5: Evaluate Proposals

Evaluate each proposal to ensure conformance with the RFP and perform an economic analysis of proposals including any price options.

Deliverable: Written comparative bid analysis of all qualified bidders including economics.

CRRA reserves the right to modify this Scope of Services upon acceptance of and award of the Agreement to a specific Proposer)

EXHIBIT B

**TRAVEL POLICY AND EXPENSE
REPORTING**

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

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

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CONNECTICUT RESOURCES RECOVERY AUTHORITY TRAVEL POLICY AND EXPENSE REPORTING

GENERAL STATEMENT

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

APPROVALS

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

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

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

TRANSPORTATION

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

Rental Automobile

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

Insurance

Business Use Of A Rental Automobile

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

Personal Use Of A Rental Automobile

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

Business Use Of Employee's Car

Reimbursement Rate

The reimbursement rate for an employee's use of their personal automobile for CRRA business is the IRS approved rate, as adjusted from time to time by the IRS, for employee use of their personal car on business. The above mileage reimbursement allowance for business use of an employee's vehicle is calculated in a manner that takes into account all auto-related expenses, including the cost of carrying insurance (without a deductible). Therefore, CRRA will not reimburse an employee for vehicle damage or personal liability that occurs while a personal automobile is being used on CRRA business if the employee drives their personal vehicle 2,500 miles per year or more. This includes any deductible that may apply. However, if an employee's vehicle is driven on company business 2,500 miles or

less annually, and is involved in a motor vehicle accident, CRRA will reimburse the employee through the normal expense reimbursement process for their physical damage deductible up to a maximum of \$500.00 per accident. Evidence of the payment of the deductible by the employee must be provided to CRRA in order to receive reimbursement. (Traveling on business does not include any travel involved in commuting to or from work, lunch time errands or anything other than authorized business use). Before an employee seeks the foregoing reimbursement for the use of his personal automobile, the employee shall provide CRRA with written evidence of his personal automobile insurance with limits as required by the Connecticut General Statutes. The foregoing written proof shall be kept on file in the CRRA Finance Division.

Mileage Calculation

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

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

Tolls/Parking

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

AIR TRAVEL

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

TAXIS

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

CRRA Owned Automobiles

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

MEALS

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

LODGING

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

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

INCIDENTALS

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

PERSONAL EXPENSES

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

OTHER BUSINESS EXPENSES

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

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

CRRA will not reimburse the cost of home entertaining.

EXPENSE REPORTING

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

RECEIPTS

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

EXCEPTIONS

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

ORIGINAL

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

REVISION 1

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

EXHIBIT C

CONTRACT #

NAME OF STAFF PERSON _____ Project #

MONTH OF _____ PROJECT NAME

DATE DESCRIPTION OF TASK PERFORMED # OF HOURS (when applicable)

TOTAL

EXHIBIT D

The total amount of compensation to be paid to Consultant by CRRA for the Services and out-of-pocket expenses hereunder shall not exceed:

(CRRA shall complete and list tasks along with price to complete each task upon CRRA's acceptance of a Proposal)