



**REQUEST FOR QUALIFICATIONS ("RFQ")**

**FOR**

**LEGAL SERVICES  
(RFQ Number FY08-LE-001)**

**STATEMENT OF QUALIFICATIONS DUE DATE  
FEBRUARY 29, 2008**

**Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722**

**January 28, 2008**

**REQUEST FOR QUALIFICATIONS**  
**For**  
**LEGAL SERVICES**

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

January 28, 2008

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**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 1**

**NOTICE TO FIRMS  
REQUEST FOR QUALIFICATIONS**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO FIRMS – REQUEST FOR QUALIFICATIONS

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. To that end, CRRA has developed, constructed and now operates an integrated system of four resource recovery facilities, two regional recycling centers, five landfills (two of which are still in operation) and twelve transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste (“MSW”) generated in Connecticut. These facilities are operated by entities that are under contract to CRRA.

CRRA is requesting qualifications from law firms interested in providing certain legal services for CRRA from July 1, 2008 through June 30, 2011. Qualified statements of qualifications (“SOQ”) will be accepted by CRRA for the following categories of legal representation:

- General Counsel
- Environmental Law
- Real Estate/Planning and Zoning
- Energy Law/Department of Public Utility Control
- Construction Law
- Litigation
- Employment Law
- Solid Waste Industry Legal Services
- Municipal Law

Firms may submit an SOQ for any one, all or a combination of the above listed categories of services. At its sole discretion, CRRA may choose one or more separate firms to provide services for each of the categories.

Request for Qualifications (“RFQ”) package documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m., at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning **Monday, January 28, 2008**. The documents will also be available beginning on the same date on the world wide web at <http://www.crra.org> under the “Business Opportunities” page.

Firms interested in this RFQ should submit a Notice Of Interest Form to CRRA by 3:00 p.m., Monday, February 11, 2008. The Notice Of Interest Form is available on CRRA’s web site along with the other RFQ documents.

**Sealed SOQs in response to this RFQ must be received at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Eastern Time, on Friday, February 29, 2008.**

SOQs will be opened privately at CRRA's convenience on or after the SOQ due date. Note that all information submitted by a firm responding to this RFQ is subject to the Freedom of Information Act.

All questions regarding this RFQ must be submitted in writing to Moira Kenney, Board Secretary/Paralegal, by e-mail ([mkenney@crra.org](mailto:mkenney@crra.org)), by fax ((860) 757-7745), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than **3:00 p.m. on Friday, February 15, 2008**. Any firm considering submitting an SOQ is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Ms. Kenney.

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 2  
INSTRUCTIONS TO FIRMS**

# INSTRUCTIONS TO FIRMS

## LEGAL SERVICES

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#### 1. Introduction

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. CRRA has developed, constructed and now operates an integrated system of four (4) resources recovery facilities, two (2) regional recycling centers, one (1) bulky waste landfill and twelve (12) transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste generated in the State. These facilities are operated by entities that are under contract with CRRA.

From time to time, CRRA requires the services of legal firms. CRRA is seeking Statements Of Qualifications (“SOQ”) from legal firms in order to identify firms that would be qualified to work for CRRA. CRRA intends, but does not guarantee, to enter into contracts with one of more firms. When CRRA has work that needs to be done, CRRA will select from among those firms with which it has agreements one or more firms to enter into a Request For Services for the work.

## 2. RFQ Projected Timeline

The following is the projected timeline for the RFQ process:

ITEM	DATE
RFQ Formally Announced	Monday, January 28, 2008
Notice of Interest Forms Due at CRRA	Monday, February 11, 2008
Deadline for Written Questions	Friday, February 15, 2008
Response to Written Questions	No Later Than Wednesday, February 27, 2008
SOQs Due at CRRA	Friday, February 29, 2008
Interviews	March 10 through March 14, 2008
Selection and Notice of Award Issued	Friday, April 25, 2008
Effective Date of Agreement	July 1, 2008

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

## 3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the SOQ due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
  - (1) Legal Services Agreement (the "Agreement");
  - (2) RFQ Package Documents (defined below);
  - (3) Addenda;
  - (4) The firm's SOQ (including all documentation attached to or accompanying such SOQ, all other documentation submitted in connection with such SOQ, and all post-submission documentation submitted prior to the Notice Of Award);
  - (5) Notice Of Award; and,



- (6) Any written amendments to the Agreement issued pursuant to Section 2.7 and/or 7.7 of the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful firm(s) that states that CRRA has accepted such firm's SOQ and sets forth the remaining conditions that must be fulfilled by such firm before CRRA executes the Agreement.
- (e) **RFQ Package Documents**
  - (1) Notice To Firms – Request For Qualifications;
  - (2) Instructions To Firms;
  - (3) Notice Of Interest Form;
  - (4) Statement Of Qualifications Form;
  - (5) Payment Rate Schedule Form;
  - (6) References Form [one Form to be submitted for each Category of Services for which the firm wishes to be considered];
  - (7) Background And Experience Form [one Form to be submitted for each Category of Services for which the firm wishes to be considered];
  - (8) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
  - (9) Affidavit Of Third Party Fees;
  - (10) Background Questionnaire;
  - (11) Certification Concerning Nondiscrimination;
  - (12) Issues And Questions To Be Addressed;
  - (13) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
  - (14) Notice Of Award;
    - A. Contractor's Certification Concerning Gifts [To be executed by successful submitters]
  - (15) Legal Services Agreement, including:
    - A. Scope Of Services;
    - B. Request For Services Standard Format;
    - C. Compensation Schedule;
    - D. CRRA Travel And Expense Policy;
    - E. Monthly Bill Format; and
    - F. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban

Terms that are not defined and used in this Instructions To Firms shall have the same respective meanings assigned to such terms in the Agreement.

#### **4. Communications With CRRA Staff And Board Members**

Except as otherwise authorized by this Instructions To Firms, during the period while the RFQ process is active (i.e., from the date CRRA issues the RFQ until the date the successful firm(s) accepts the Notice Of Award), firms contemplating or preparing SOQs are prohibited from contacting CRRA staff or CRRA Board of Directors members in an ex parte manner to discuss the RFQ process. A firm's SOQ shall be rejected if any of the foregoing ex parte communications take place.

#### **5. Scope Of Services**

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

The Services are in nine Categories as follows:

- (a) General Counsel;
- (b) Environmental Law;
- (c) Real Estate/Planning and Zoning;
- (d) Energy Law/Department of Public Utility Control;
- (e) Construction Law;
- (f) Litigation;
- (g) Employment Law;
- (h) Solid Waste Industry Legal Services; and
- (i) Municipal Law.

CRRA will assume that a firm responding to this RFQ is willing to perform only the Categories of Services that are selected by the firm on the Statement Of Qualifications Form in the firm's SOQ.

Requests For Services for specific work to be performed during the term of the Agreement will be solicited, at CRRA's discretion, from the firms with which CRRA has entered into an Agreement pursuant to this RFQ.

The term of the Agreement shall be from July 1, 2008 to June 30, 2011.

## 6. Availability Of RFQ Package Documents

Complete sets of the RFQ Package Documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m., at CRRA's Offices, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning Monday, January 28, 2008.

All of the RFQ Package Documents are also available in PDF format beginning on the same date on the World Wide Web at:

<http://www.crra.org> under the "Business Opportunities" page under the "RFQ: Legal Services" heading.

All of the forms included in the documents are also available for downloading in Microsoft Word format at CRRA's web site. CRRA encourages firms to make use of the downloaded Word forms.

## 7. Notice Of Interest

CRRA encourages firms considering submitting an SOQ to submit a Notice Of Interest Form (Section 3 of this RFQ) to CRRA as early as they can. Forms should be submitted no later than **3:00 p.m., Monday, February 11, 2008**. CRRA will directly provide Addenda and any other information related to this RFQ that CRRA makes available to anyone than has submitted a Notice Of Interest Form by the Form due date. Instructions for submitting the Form are included on the Form.

## 8. Addenda And Interpretations

CRRA may issue Addenda to this RFQ package that shall, upon issuance, become part of this package and binding upon all potential or actual firms that have submitted SOQs for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from firms submitting SOQs. Any request for interpretation or clarification of any documents included in this RFQ package or any other question must be **submitted in writing to Moira Kenney, Board Secretary/Paralegal, by e-mail ([mkenney@crra.org](mailto:mkenney@crra.org)), by fax ((860) 757-7745), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., on Friday, February 15, 2008.**

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 7, above) or who picked up or requested from CRRA a printed copy of the RFQ package documents. Such addenda will also be posted on CRRA's web site (<http://www.crra.org>) on the "Business Opportunities" page under the "RFQ: Legal Services" heading. Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the SOQ submittal deadline.

Failure of any firm to receive any such Addenda shall not relieve such firm from any conditions stipulated in such Addenda. Only questions answered or issues addressed by formal

written Addenda will be binding. **All oral and other responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.**

**9. SOQ Submission Procedures**

**Sealed SOQs in response to this RFQ must be submitted no later than 3:00 p.m., Eastern Time, Friday, February 29, 2008** at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Moira Kenney. CRRA reserves the right to reject SOQs received after the time and date set forth above.

**Each firm submitting an SOQ must submit one (1) original and the number of copies indicated in the following table.**

<b>Number of Categories of Services for which the SOQ is Submitted</b>	<b>Number of Originals</b>	<b>Number of Copies</b>
1	1	3
2	1	3
3	1	4
4	1	5
5	1	5
6	1	5
7	1	5
8	1	5
9	1	5

The original of the SOQ shall be stamped or otherwise marked as such.

Each SOQ (the original and the required number of copies) shall be enclosed in a sealed envelope that shall be clearly marked "Statement Of Qualifications For Legal Services."

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

No joint SOQs shall be accepted.

**The terms and conditions of the Agreement (Section 15 of this RFQ), as attached, are non-negotiable. Any firm submitting an SOQ that will be unable to execute the Agreement, as attached, should not submit an SOQ.**

SOQs may be modified or withdrawn by an appropriate document duly executed (in the manner that an SOQ must be executed) and delivered to CRRA's offices at any time prior to the SOQ due date.

## 10. SOQ Contents

SOQs shall be submitted on forms provided by CRRA as part of this RFQ package. All of the forms must be completed with the appropriate information required and all blanks on such forms filled in.

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

- (a) Title page;
- (b) Cover letter, which includes the name of the firm and the firm's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 10.3(e) of this Instructions To Firms). The cover letter must be signed by an individual authorized to enter into the Agreement with CRRA;
- (c) Table of Contents;
- (d) The completed Statement Of Qualifications Form (Section 4 of this RFQ), with the Category(ies) of Services for which the firm wishes to be considered checked (Page 1), Addenda, if any, listed in the appropriate place (Page 3), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement section (Page 7);
- (e) The completed Payment Rate Schedule Form (Section 5 of this RFQ) in printed format;
- (f) A completed References Form (Section 6 of this RFQ) for each Category of Services for which the firm wishes to be considered. A particular reference can be used for more than one Category of Services. Indicate on the Form the Category of Services for which the references pertain;
- (g) A completed Background And Experience Form (Section 7 of this RFQ) for each Category of Services for which the firm wishes to be considered. Indicate on the Form the Category of Services for which the background and experience pertain;
- (h) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 8 of this RFQ), with the firm's most recent EEO-1 data attached if the firm wishes such data to be considered in the evaluation of its SOQ;

- (i) The completed Affidavit Of Third Party Fees form (Section 9 of this RFQ) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (j) The completed Background Questionnaire (Section 10 of this RFQ) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (k) The completed Certification Concerning Nondiscrimination (Section 11 of this RFQ), with the firm's nondiscrimination policies and procedures attached;
- (l) Answers to the Issues And Questions To Be Addressed (Section 12 of this RFQ) (the answer to each question must begin on a new page);
- (m) A copy of the firm's up-to-date certificate of insurance showing all current insurance coverage.
- (n) An electronic version of the completed Payment Rate Schedule Form (Section 5 of this RFQ) on compact disc ("CD"), preferably in Microsoft Word or Excel format. Firms may simply save to a CD the completed Microsoft Word version of the Payment Rate Schedule Form that is available for downloading on CRRA's web site (<http://www.crra.org>) under the "Business Opportunities" page and submit the CD with the saved, completed Form to CRRA. Firms must include the electronic version of the Payment Rate Schedule Form in the original of the SOQ. The electronic version need not be included in any of the copies of the SOQ.

Firms should not include in their SOQs any other portions of the RFQ Documents (e.g., this Instructions To Firms or the Agreement).

## **11. Additional Information And Interviews**

CRRA reserves the right to request additional information from firms responding to this RFQ and to request certain firms responding to this RFQ to make oral presentations or further explanations of their SOQ. It is expected that any oral presentations/interviews will be conducted the week of March 10, 2008.

## **12. SOQ Opening**

All SOQs will be opened at CRRA's convenience on or after the SOQ due date. **CRRA reserves the right to reject any or all of the SOQs, or any part(s) thereof, and/or to waive any informality or informalities in any SOQ or the RFQ process.**

## **13. SOQ Evaluation**

The award of the contract for the Services will be made, if at all, to the firm(s) whose evaluation by CRRA results in CRRA determining that such award to such firm(s) is in the

best interests of CRRA. **However, the selection of a firm(s) and the award of such contract(s), while anticipated, are not guaranteed.**

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

### **13.1 Evaluation Criteria**

CRRA will base its evaluation of SOQs on the following criteria:

- (a) Qualifications;
- (b) Demonstrated skill, ability and integrity to perform the Services required by the Contract Documents;
- (c) Payment rates;
- (d) Reputation; and
- (e) Any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

### **13.2 Additional Evaluation Criteria**

CRRA will also base its evaluation of the SOQs on the following criteria:

- (a) In each category(s) of Services sought, experience of the firm in serving as legal counsel for clients, including governmental entities and resource recovery entities;
- (b) In each category(s) of Services sought, qualifications of personnel including the experience and availability of the day-to-day attorney and the breadth and depth of other partners, associates and other professionals available to provide services to CRRA;
- (c) Team organization and approach including the ability of the firm to adequately staff and complete time-sensitive projects and transactions and to interact effectively with CRRA, and other professionals involved in CRRA's projects and transactions;
- (d) Connecticut presence as evidenced by the number of offices the firm maintains in Connecticut and the number of Connecticut residents employed in those offices; and
- (e) Corporate Citizenship policies, including the charitable contribution of money and time; local procurement of goods and services; development of participation in internship programs or scholarships; and policies

with regard to the use of women-owned, minority-owned and small business enterprises.

### **13.3 Affirmative Action Evaluation Criteria**

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

- (a) The firm's success in implementing an affirmative action plan (see Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFQ Package Documents));
- (b) The firm's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (see Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFQ Package Documents));
- (c) The firm's promise to develop and implement a successful affirmative action plan (see Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of RFQ Package Documents));
- (d) The firm's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 10(e) of this Instructions To Firms); and
- (e) The firm's promise to set aside a portion of the contract for legitimate minority business enterprises (see Section 10(a) of this Instructions To Firms).

## **14. Contract Award**

If CRRA decides to award a contract(s) for the Services, CRRA will issue to the successful firm(s) a Notice Of Award within one hundred twenty (120) days after the SOQ due date.

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



## **15. Contractor's Certification Concerning Gifts**

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful firm(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFQ and the date the Agreement is executed. If the apparently successful firm(s) does not execute the Certification, it will be disqualified for the Agreement. The dates between which the firm may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice Of Award included in this RFQ (see Section 14 of the RFQ).

## **16. Requests For Services**

Following the execution of the Agreement and the satisfaction of all other conditions by the successful firm(s), the successful firm(s) may be required on an as-needed basis to provide a detailed scope of Services and estimates of the costs and time to perform such Services as to specific projects occurring during the term of the Agreement. If CRRA chooses to have such firm(s) perform such services, such firm(s) will, at CRRA's sole and absolute discretion, execute a Request in the form outlined in **Exhibit B** to the Agreement. The estimate of cost could only be exceeded if unforeseen events significantly increase the cost of representation.

Any firm that is unwilling or unable to provide Services pursuant to such an arrangement should not submit an SOQ in response to this RFQ.

## **17. Firm's Qualifications**

CRRA may make any investigation deemed necessary to determine the ability of any firm that has submitted an SOQ to perform the Services required. Each such firm shall furnish CRRA with all such information as may be required for this purpose.

## **18. SOQ Preparation And Other Costs**

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

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 3  
NOTICE OF INTEREST FORM**



<b>NOTICE OF INTEREST FORM</b>
--------------------------------

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

Solicitation:	<b>Legal Services</b>
Form Due Date:	<b>3:00 p.m., Monday, February 11, 2008</b>

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

Name of Individual/Firm:	
Name of Contact Person:	
Title of Contact Person:	
Mailing Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

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

CRRA Contact:	<b>Moira Kenney, Board Secretary/Paralegal</b>
E-Mail Address:	<b><u><a href="mailto:mkenney@crra.org">mkenney@crra.org</a></u></b>
Fax Number:	<b>(860) 757-7745</b>
Correspondence Address:	<b>Connecticut Resources Recovery Authority 100 Constitution Plaza, 6<sup>th</sup> Floor Hartford, CT 06103</b>

**REQUEST FOR QUALIFICATIONS  
FOR  
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**SECTION 4**

**STATEMENT OF QUALIFICATIONS FORM**



**STATEMENT OF QUALIFICATIONS FORM**

**PROJECT:** General

**RFQ NUMBER:** FY08-LE-001

**CONTRACT FOR:** Legal Services

**STATEMENT OF QUALIFICATIONS SUBMITTED TO:** Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

**1. CATEGORY(IES) OF SERVICES FOR WHICH STATEMENT OF QUALIFICATIONS SUBMITTED**

In the table below, place a check mark in the box for each Category Of Services for which the law firm (the “Firm”) submitting this Statement Of Qualifications (“SOQ”) wishes to be considered. (The Scope Of Services for each Category is described in Exhibit A of the Agreement and should be consulted before checking the box for any Category Of Services.)

<input type="checkbox"/>	<b>General Counsel Services</b>
<input type="checkbox"/>	<b>Environmental Law Services</b>
<input type="checkbox"/>	<b>Real Estate/Planning and Zoning Services</b>
<input type="checkbox"/>	<b>Energy Law/Department of Public Utility Control Services</b>
<input type="checkbox"/>	<b>Construction Law Services</b>
<input type="checkbox"/>	<b>Litigation Services</b>
<input type="checkbox"/>	<b>Employment Law Services</b>
<input type="checkbox"/>	<b>Solid Waste Industry Legal Services</b>
<input type="checkbox"/>	<b>Municipal Law</b>

## 2. DEFINITIONS

Unless otherwise defined herein, all terms that are not defined and used in this Statement Of Qualifications Form shall have the same respective meanings assigned to such terms in the Contract Documents.

## 3. TERMS AND CONDITIONS

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

## 4. FIRM'S OBLIGATIONS

The Firm proposes and agrees, if this SOQ is accepted by CRRA and CRRA issues a Notice Of Award to the Firm, to the following:

- (a) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this SOQ and in accordance with the terms and conditions of the Contract Documents and Agreement;
- (b) Within ten (10) days after the date that CRRA issues a Notice Of Award to the Firm, to the following:
  - (1) To execute and deliver to CRRA the required number of counterparts of the non-negotiable Agreement;
  - (2) To execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
  - (3) To execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
  - (4) To satisfy all other conditions of the Notice Of Award;
- (c) At the request of CRRA and if the successful Firm qualifies, to apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

**5. FIRM'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT**

In submitting this SOQ, the Firm acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFQ, are non-negotiable, and the Firm is willing to and shall, if CRRA accepts its SOQ for the Services and issues a Notice Of Award to the Firm, execute such Agreement. However, CRRA reserves the right to negotiate with the Firm over the Firm's rates for the Services submitted on its SOQ Payment Rate Schedule Form.

**6. FIRM'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this SOQ, the Firm represents that:

- (a) The Firm has thoroughly examined and carefully studied the RFQ package documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

Addendum Number	Date Issued

- (b) Without exception the SOQ is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) The Firm is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- (d) The Firm has studied and carefully correlated the Firm's knowledge and observations with the Contract Documents and such other related data;
- (e) The Firm has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that the Firm has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to the Firm;

- (f) If the Firm has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that the Firm has discovered in the Contract Documents, such failure shall be deemed by both the Firm and CRRA to be a waiver to assert these issues and claims in the future;
- (g) The Firm is aware of the general nature of work to be performed by CRRA and others that relates to the Services for which this SOQ is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by the Firm of all terms and conditions for performing, furnishing and completing the Services for which this SOQ is submitted.

**7. FIRM'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

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

**8. FIRM'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

In submitting this SOQ, the Firm acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, the Firm shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with the Firm's performance of this Agreement, nor shall the Firm include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The Firm 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 SOQ or other submittal to CRRA in connection with this RFQ.

**9. FIRM'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this SOQ, the Firm:

- (a) Recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with the Firm's SOQ is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that the Firm 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.



## **10. FIRM'S REPRESENTATIONS CONCERNING NON-COLLUSION**

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

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

## **11. FIRM'S REPRESENTATIONS CONCERNING RFQ FORMS**

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

## **12. FIRM'S WAIVER OF DAMAGES**

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

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

- (c) Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

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

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 12 [SEEC Form 11] of the Contract Documents.

**14. ATTACHMENTS**

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

- (a) The completed Payment Rate Schedule Form;
- (b) A completed References Form for each Category of Services for which the Firm wishes to be considered;
- (c) A completed Background And Experience Form for each Category of Services for which the Firm wishes to be considered;
- (d) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Firm;
- (e) Affidavit Of Third Party Fees that has been completely filled out by Firm and signed before a Notary Public or Commissioner of the Superior Court;
- (f) Background Questionnaire that has been completely filled out by the Firm and signed before a Notary Public or Commissioner of the Superior Court; and
- (g) Certification Concerning Nondiscrimination that has been completely filled out and signed by the Firm, with the Firm's nondiscrimination policies and procedures attached;
- (h) Answers to the Issues And Questions To Be Addressed, with a written answer provided to each question and each answer beginning on a new page;
- (i) A copy of the Firm's up-to-date certificate of insurance showing all current insurance coverage; and
- (j) An electronic version of the completed Payment Rate Schedule Form on compact disc.

**15. NOTICES**

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

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

**16. ADDITIONAL REPRESENTATION**

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

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 200\_\_

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

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 5  
PAYMENT RATE SCHEDULE FORM**

## PAYMENT RATE SCHEDULE

Name of Firm:	
---------------	--

Each firm submitting a Statement Of Qualifications must submit the information requested on the forms on the following pages.

### 1. Billing Rates

In the Billing Rates Table on Page 4, the firm must list staff level, name, title and hourly billing rate for each lawyer in the firm who would be assigned to work with CRRA. Only the attorneys listed here will be authorized to work on CRRA matters unless other attorneys are specifically authorized by CRRA. If your firm has discounted rates for government entities, such as CRRA, those rates should be listed. Indicate on an attached sheet any other specialized billing arrangements you will make available to CRRA.

For the services rendered and expenses incurred under this Agreement during Fiscal Year 2009 (which begins July 1, 2008), the firm shall be paid by CRRA on the basis set forth in the Billing Rates Table.

For Fiscal Year 2010 (which begins July 1, 2009), the rates set forth in the Billing Rates Table may be modified by the firm by the lesser of (i) four (4%) percent, or (ii) the percentage change under the United States Consumer Price Index for all Urban Consumers (Cross Classification of Region and Population Size Class), published by the Bureau of Labor Statistics, United States Department of Labor (the "Index"), which change shall be calculated as follows: the annual adjustment shall be calculated by adding to the rates payable for the immediately preceding fiscal year the amount obtained by multiplying such rates by the percentage change between the Index for June of the fiscal year immediately prior to such immediately preceding fiscal year and the Index for June of such immediately preceding fiscal year.

For Fiscal Year 2011 (which begins July 1, 2010), the firm shall be paid by CRRA based upon the rates at which the firm was paid by CRRA during Fiscal Year 2010; provided, however, that such rates may be modified by the firm in the manner set forth in the immediately preceding paragraph.

### 2. Ancillary Service Rates

In the Ancillary Services Rates Table on Page 5, the firm must provide the rate at which applicable ancillary services are billed, including, but not limited to:

- Paralegal assistance;
- Computer time; and
- Any other services (excluding telephones) for which Proposer routinely bills.

### **3. General Provisions Regarding Billing and Expenses**

The following provisions apply to all of the firm's billing and expenses related to providing Services pursuant to the Contract Documents.

#### **3.1 "Doing Business" Costs**

The following items are considered part of the firm's fixed costs of "doing business" and will not be paid for by CRRA.

- Facsimile transmissions.
- Postage.
- Local telephone calls.
- Word Processing.
- Overtime or extra help.
- Delivery of documents (unless the delay is caused by the CRRA.)
- Training of the firm's personnel.
- Secretarial time (regular and irregular functions including scheduling and rescheduling of depositions, conferences, independent medical examinations, calling the court for hearing dates, etc.).
- Lexis/Westlaw research which would be analogous to the maintenance of a law library, and therefore, part of the firm's general overhead not to be charged to clients.
- Intra-office conferencing and memorandums. These functions are administrative, supervisory, instructional or educational in nature and should not be passed on to CRRA. Except that Consultant can bill just once for an intra office conference.

#### **3.2 Expenses For Which CRRA Will Not Pay**

CRRA will not pay for:

- "File creation."
- Attorney rates for functions normally performed by paralegals, law clerks or secretaries.
- Paralegal rates for clerical or secretarial functions.
- Research exceeding three hours per file without prior CRRA approval.
- Excessive revisions of documents.
- Long distance or out-of-state travel unless expressly authorized by the CRRA.
- Photocopy expenses at more than \$0.10 per page. (CRRA must authorize photocopy costs in excess of \$200 for a single job in advance.)

- Any other staff service charges, such as meals, filing, proofreading, regardless of when incurred.
- Computer time (other than computer legal research specifically authorized in advance by the CRRA).
- Time spent in preparing bills to the CRRA.
- More than one attorney at any deposition, hearing or trial unless authorized by the CRRA.
- Litigation budget preparation and revisions.
- File reviews undertaken when files are transferred within the firm from one attorney to another.
- Messenger and Federal Express delivery unless rush is caused by CRRA or is at CRRA's request and then will be billed by weight at standard Federal Express rates.

### **3.3 *Expenses For Which CRRA Will Pay Actual Costs***

CRRA will pay actual costs for the following:

- Photocopying.
- Long-distance telephone billed at direct-line charge rates.
- Extraordinary postage for a singular mailing exceeding a combined cost of \$1.00 per mailing per file.

### **3.4 *Expenses For Which CRRA Will Pay Actual Costs If Authorized In Advance***

CRRA will pay actual costs for the following, if authorized in advance:

- Written summarization of expert's reports.
- Legal research that exceeds 3 hours.
- Investigation.
- Computer litigation support services.
- Retention of experts. (Selections and terms of engagement must be pre-approved.)
- Extraordinary travel.

**BILLING RATES**  
 (Provide Billing Rates Below)  
 (Use Additional Sheets If Necessary)

Staff Level	Name and Title	Hourly Rate
		FY 2009 (07/01/08 - 06/30/09)



**ANCILLARY SERVICE RATES**  
**(Provide Rates Below)**  
 (Use Additional Sheets If Necessary)

<b>Ancillary Service</b>	<b>Rate</b>
	FY 2009 (07/01/08 – 06/30/09)
Paralegal Assistants (Per Hour)	
Copying (Per Page)	
Travel in Firm-Owned Vehicle (Per Mile)	
<b>Any Other Services For Which You Routinely Bill (List Below)</b>	

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 6  
REFERENCES FORM**



# REFERENCES FORM

<b>CATEGORY OF SERVICES FOR WHICH THIS FORM IS SUBMITTED:</b>	
---	--

In space below, provide the names of three (3) references who can attest to the quality of work performed/services provided by firm. Include job title, affiliation, address, phone number and a brief description of the work performed/services provided for each reference.

## REFERENCE 1

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

## REFERENCE 2

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

### REFERENCE 3

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 7  
BACKGROUND AND EXPERIENCE FORM**



# BACKGROUND AND EXPERIENCE FORM

<b>CATEGORY OF SERVICES FOR WHICH THIS FORM IS SUBMITTED:</b>	
---	--

In the space below, summarize work performed/services provided of a similar nature to that specified in the Contract Documents which has been performed by the firm and which will enable CRRA to evaluate the experience and professional capabilities of the firm.

[Attach Additional Pages If Necessary]

**REQUEST FOR QUALIFICATIONS  
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**SECTION 8  
QUESTIONNAIRE CONCERNING AFFIRMATIVE  
ACTION, SMALL BUSINESS CONTRACTORS  
AND OCCUPATIONAL HEALTH AND 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. For the purposes of this form, "Contractor" means Bidder, Proposer or Statement of Qualifications Submitter, as appropriate.

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2. If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input type="text"/>		
2. Is the Contractor a Small 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 DAS 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 DAS 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 issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A. If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input type="text"/>		



## LIST OF ACRONYMS

RCSA	-	Regulations of Connecticut State Agencies
CHRO	-	State of Connecticut Commission on Human Rights and Opportunities
DAS	-	State of Connecticut Department of Administrative Services
MWDP	-	Minority/Women/Disabled Person

## FOOTNOTE

- <sup>1</sup> 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 issuance of the Request For Bids/Proposals/Qualifications;
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 QUALIFICATIONS  
FOR  
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**SECTION 9  
AFFIDAVIT OF THIRD PARTY FEES**



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

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

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

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

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

*(Attach additional copies of this page as necessary.)*

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

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

Signed: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_  
 Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

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

<sup>1</sup> Please attach documents evidencing the terms of the fee arrangement and services.



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

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

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

***Attach additional pages as necessary.***

**REQUEST FOR QUALIFICATIONS  
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**SECTION 10  
BACKGROUND QUESTIONNAIRE**



# BACKGROUND QUESTIONNAIRE

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

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

	Yes	No
<p>1. Has the Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor ever been the subject of a <b>criminal</b> 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 identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 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 Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor ever been the subject of a <b>civil</b> 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 identity 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 Contractor has an ownership interest in excess of 50% in such entity ever been the subject of a <b>criminal</b> 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"/>

	Yes	No
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Contractor has an ownership interest in excess of 50% in such entity ever been the subject of a <b>civil</b> 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"/>
<p>5. Has the Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p><i>If you answered "Yes" to Question 5, on a separate sheet of paper please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: \_\_\_\_\_

Name (print/type): \_\_\_\_\_

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

State Of: \_\_\_\_\_

County Of: \_\_\_\_\_

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

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

**REQUEST FOR QUALIFICATIONS  
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**SECTION 11  
CERTIFICATION CONCERNING  
NONDISCRIMINATION**





**CERTIFICATION CONCERNING  
NONDISCRIMINATION**

This certification must be executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor") regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.

I, \_\_\_\_\_, a duly authorized officer and/or representative  
of \_\_\_\_\_ (firm name)  
(the "Contractor"), hereby certify that:

1. Contractor seeks to enter into the Legal Services Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. In carrying out its obligation under the Agreement, Contractor will abide by the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142; and
3. Attached are the policies and procedures concerning nondiscrimination, which have not been modified or rescinded, adopted by the appropriate governing body or management of Contractor; and
4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief.

IN WITNESS WHEREOF, the undersigned has executed this certificate this

\_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

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

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

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

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 12  
ISSUES AND QUESTIONS TO BE ADDRESSED**

## ISSUES AND QUESTIONS TO BE ADDRESSED

**INSTRUCTIONS:** Complete, written answers must be provided to each of these questions and each answer must begin on a new page.

1. Provide a summary of the key strengths and qualifications of the firm to serve as a legal counsel to CRRA. Indicate the location of the firm's offices and the number of attorneys in each. Summarize the firm's Corporate Citizenship policies, including the charitable contribution of money and time; local procurement of goods and services; development of participation in internship programs or scholarships; and policies with regard to the use of women-owned, minority-owned and small business enterprises, if not otherwise provided in the SOQ.
2. For each Category of Services for which the firm wishes to be considered, provide the names, titles and salary grade of the individuals who would be assigned to work with CRRA. Provide brief descriptions of the background of each such individual (including, but not limited to a brief (i.e., no more than two pages) resume), his/her probable areas of responsibility and the percentage of his/her time that would be available to assist CRRA. Any particular individual may be identified to be assigned to work with CRRA for more than one Category of Services. When such is the case, indicate all of the Categories of Services for which the individual might be involved. Please provide only one brief resume for each individual identified, regardless of how many Categories of Services he/she might be assigned.
3. Describe how the firm would organize the team of professionals that would work with CRRA and the firm's approach to adequately staffing and completing time-sensitive projects and transactions.
4. In representing other private, municipal or public interest clients, has your firm argued positions which might be in conflict with or adverse to the interests of CRRA? If so, please list and explain.
5. CRRA has made payments of over \$100,000 a year to the following organizations named on the CRRA Vendor List [attached on Page 3 of 3]. If your firm has represented any of these organizations (or their subsidiaries or affiliates), list the name of the organization, the matter(s) on which your firm represented the organization and the fees received from the organization in the past three (3) years. Representation of these clients will not necessarily result in disqualification from work with CRRA. The nature and extent of the representation of such clients, appropriate conflict of interest rules and the nature and extent of proposed representation of CRRA will all be considered.
6. Disclose any material assignments, relationships or other employment that your firm or any employee of your firm has with any member of CRRA's past or present Board of Directors, any CRRA employee, law firms, governmental entity, or other person or entities that may create a conflict of interest or the appearance of a conflict of interest in serving as

Legal Counsel to CRRA. Discuss any measures that are either in place at your firm or would be taken to identify, disclose and resolve any possible conflicts of interest.

7. Discuss any pending or recent investigations by the Securities and Exchange Commission, the Internal Revenue Service or any other regulatory body or court (local, state or federal) regarding the conduct of your firm, the firm's management or any individuals assigned to work with the State which might affect your ability to deliver legal services described in this RFQ. Discuss any such investigation that has occurred during the past two years.
8. Discuss the cost control measures the firm would use to ensure that the agreed upon budget for negotiated task-specific requests for services would not be exceeded except if unforeseen events significantly increase the cost of representation.

**CRRA Vendor List (FY 2007)**  
**Payments Greater Than \$100,000**

AAD ASSOCIATES LLC	H O PENN MACHINERY CO INC
AMERICAN INTERNATIONAL RECOVERY INC	HALLORAN AND SAGE LLP
AMERICAN ROTOR CO., INC.	HRP ASSOCIATES INC
ANTHEM BCBS	KLEINSCHMIDT ASSOCIATES
AON RISK SERVICES INC OF WASHINGTON DC	MDC
BOTTICELLO INC	MURPHY ROAD RECYCLING LLC
BROWN RUDNICK BERLACK ISRAELS LLP	NORTHEAST GENERATION SERVICES CO
C.N. WOOD OF CT, LLC	NORTHEAST UTILITIES/CL&P
CISCO, LLC	PEPE & HAZARD LLP
CITY OF BRIDGEPORT	PITA COMMUNICATIONS LLC
CITY OF HARTFORD TREASURER	SANTARO DEVELOPMENT, LLC
CONN CONSTITUTION ASSOCIATES LLC	SCS FIELD SERVICES
CONNECTICARE, INC.	SOUTHEASTERN CT REG RESOURCES RECOV AUTH
CONSTRUCTION NETWORK SERVICES, INC.	SOUTHERN CONNECTICUT GAS CO
COPE'S RUBBISH REMOVAL	SOUTHWEST CONNECTICUT REGIONAL
COVANTA MID-CONN INC	STATE OF CONN DEPT OF ENVIRONMENTAL
COVANTA PROJECTS OF WALLINGFORD LP	STONE RIDGE CONSTRUCTION
COVANTA SOUTHEASTERN CT	TOWN OF PRESTON
CRRA SOUTHEAST PROJECT	TOWN OF SIMSBURY
CT ST OF COMM REVENUE SERVICES	TOWN OF WALLINGFORD
CWPM LLC	TOWN OF WINDSOR
D W TRANSPORT AND LEASING INC	TRC ENVIRONMENTAL CORP
ECO OPERATIONS INC	URS CORPORATION
FCR INC	WHEELABRATOR BRIDGEPORT LP
FIDELITY INVESTMENTS	WHEELABRATOR PUTNAM INC
FUSS AND ONEILL INC	WILTON TOWN OF

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 13  
SEEC FORM 11  
NOTICE TO EXECUTIVE BRANCH STATE  
CONTRACTORS AND PROSPECTIVE STATE  
CONTRACTORS OF CAMPAIGN CONTRIBUTION  
AND SOLICITATION BAN**

## SEEC FORM 11

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

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

#### **Campaign Contribution and Solicitation Ban**

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

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

#### **Duty to Inform**

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

#### **Penalties for Violations**

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

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

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

#### **Contract Consequences**

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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



**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 14  
NOTICE OF AWARD**



## NOTICE OF AWARD

**TO:** [NAME OF CONTACT FOR SUCCESSFUL FIRM]  
[NAME OF SUCCESSFUL FIRM]  
[ADDRESS OF SUCCESSFUL FIRM]

**PROJECT:** General Fund

**RFQ NUMBER:** FY08-LE-001

**CONTRACT:** Legal Services

The Connecticut Resources Recovery Authority (“CRRA”) has considered the Statement Of Qualifications submitted by you dated [DATE] in response to CRRA’s Notice To Firms – Request For Qualifications for the above-referenced Services, which Services are more particularly described in the Legal Services Agreement (the “Services”).

You are hereby notified that your Statement Of Qualifications has been accepted for performing the following Category(ies) of Services from time to time as the same may be requested by CRRA.

- (a) [CRRA will list each Category of Services for which the firm has been selected].

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

- (a) Execute the required number of the attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA;
- (b) Execute the attached Contractor’s Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) Deliver to CRRA all other Contract Documents attached to the Notice Of Award;  
and
- (e) Satisfy all other conditions set forth herein.

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

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

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

Dated this [DAY] day of [MONTH], [YEAR].

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Laurie Hunt  
Title: Director of Legal Services

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

By:

Signature: \_\_\_\_\_

Name (print/type): \_\_\_\_\_

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

**ATTACHMENT A**

**To**

**NOTICE OF AWARD**

**CONTRACTORS CERTIFICATION CONCERNING  
GIFTS**



## CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

### LEGAL SERVICES

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

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal/statement of qualifications for the Legal Services Agreement (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRRA"), has been selected by CRRRA as the successful bidder/proposer/firm for the Agreement and is prepared to enter into the Agreement with CRRRA; and
3. No gifts were made between November 1, 2007 and the date of execution of the Agreement, by
  - (a) The Contractor,
  - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
  - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreementto
  - (1) Any public official or employee of CRRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRRA employees are listed in Table 2 below), or
  - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

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

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

Moira Kenney, Board Secretary/Paralegal
Laurie Hunt, Director of Legal Services

**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 John McKinney, Minority Leader of the Senate
Representative James A. Amann, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

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

State Of: \_\_\_\_\_

County Of: \_\_\_\_\_

\_\_\_\_\_, being fully sworn, deposes and says that  
 he/she is the \_\_\_\_\_ (Title) of

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

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

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

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

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b 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. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"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 QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 15  
LEGAL SERVICES AGREEMENT**



# LEGAL SERVICES AGREEMENT

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of this 1<sup>st</sup> day of July, 2008 (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, having its principal offices at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 (“CRRA”) and [NAME OF FIRM], having a principal place of business at [ADDRESS OF FIRM] (“Consultant”).

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**PRELIMINARY STATEMENT**

**WHEREAS**, 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 and/or disposal facilities (collectively, the “Facilities”); and

**WHEREAS**, CRRA now desires to enter into this Agreement in order to have Consultant render certain legal services for CRRA in accordance the terms and conditions of this Agreement;

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

## 1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

### 1.1 Definitions

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

- (a) **“Addenda”** means written or graphic documents issued prior to the statement of qualifications due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), Notice To Firms – Request For Qualifications, Instructions To Firms, Addenda, the Firm’s Statement Of Qualifications (including all documentation accompanying such Statement Of Qualifications, all other documentation submitted in connection with such Statement Of Qualifications, and all post-Statement Of Qualifications documentation submitted prior to the Notice Of Award), Notice Of Award, and any written amendments to any of the Contract Documents.
- (c) **“Effective Date”** means the date set forth above in this Agreement.
- (d) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (e) **“Notice Of Award”** means written notification from CRRA to the apparent successful firm(s) which states that CRRA has accepted such firm’s statement of qualifications and sets forth the remaining conditions that must be fulfilled by such firm before CRRA executes the Agreement.

### 1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) The words “herein,” “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

## **2. SCOPE OF SERVICES**

### **2.1 Independent Legal Services**

CRRA retains Consultant to render certain independent legal services to CRRA as detailed in **Exhibit A** attached hereto and made a part hereof (collectively, the “Services”) and as identified as the following category(ies):

- (a) [CRRA WILL LIST THE CATEGORY(IES) OF SERVICES FOR WHICH THE CONSULTANT HAS BEEN SELECTED].

### **2.2 Direction of Services**

CRRA may, where necessary or desired, provide Consultant with instructions, guidance and directions in connection with Consultant’s performance of the Services hereunder.

### **2.3 Performance And Completion Of Services**

Consultant agrees to perform the Services as an independent Consultant, consistent with:

- (a) Any and all instructions, guidance and directions provided by CRRA to Consultant;
- (b) The Contract Documents;
- (c) Sound legal practices;

- (d) The highest prevailing applicable professional level of care and skill exercised by members of the legal field practicing under similar conditions and circumstances;
- (e) All Laws And Regulations; and
- (f) Any Request (as hereinafter defined) pursuant to which such Services are rendered.

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

## **2.4 Lobbying And Paying Finder’s Fees**

Pursuant to the *Connecticut General Statutes*, CRRA is prohibited from retaining or hiring a lobbyist as defined in section 1-91 of the *Connecticut General Statutes* or paying a finder’s fee for any Services provided to CRRA. Therefore, Consultant shall not provide CRRA any lobbying services, or receive, pay, or distribute any finder’s fees under this Agreement.

## **2.5 Access**

In the event that Consultant requires access to any Facility or Property in order to perform any of the Services hereunder, CRRA shall grant to Consultant such access, provided that:

- (a) Consultant shall not interfere with any other operations or activities being conducted at such Facility or on such Property by either CRRA or any other person or entity;
- (b) Consultant directly coordinates with an Authorized Representative of CRRA (as hereinafter defined) on such access; and
- (c) Consultant is in compliance with all of the terms and conditions of this Agreement.

CRRA reserves the right to revoke the access granted to Consultant herein if Consultant fails to comply with any of the foregoing conditions of access.

## **2.6 Authorized Representative Of CRRA**

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”), CRRA’s Director of Legal Services (the “Director Of Legal Services”) or any person designated in writing to Consultant by the President or the Director Of Legal Services. Any Services performed at the request of anyone who is not an Authorized Representative shall not be paid for by CRRA. CRRA and Consultant shall from time to time mutually agree on the method and manner of performing such Services.

## **2.7 Specific Services Request For Services**

At its discretion, CRRA, through an Authorized Representative, shall require that prior to undertaking work on a specific task, Consultant and an Authorized Representative mutually agree in writing upon a detailed Scope of Services required for such task, together with an estimate of the time, cost, and expenses for such Services. CRRA will request performance of such Services by means of a written request in accordance with the format of **Exhibit B** attached hereto and made a part hereof (a "Request"). Accordingly, upon receipt and acceptance of a written Request, Consultant will perform such Services described in such Request in accordance with the terms of this Agreement and such Request. If, during Consultant's performance of such Services, there is a change in Consultant's estimated time, cost or expenses for such Services, Consultant will promptly notify CRRA in writing of such change and shall not incur any costs or expenses exceeding those specified in the Request without prior written authorization from an Authorized Representative. CRRA shall not pay for any Services rendered or expenses incurred by Consultant in excess of those included in such Request unless specifically authorized in advance and in writing by an Authorized Representative.

## **2.8 Progress Reports**

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

- (a) Title of task;
- (b) Description of task;
- (c) Original schedule;
- (d) Original estimated budget by month in dollars and hours;
- (e) Progress in preceding month;
- (f) Estimated dollars and hours spent in preceding month;
- (g) Dollars and hours spent monthly, to date;
- (h) Problem areas; and
- (i) Description of activities for the coming month and estimated hours and dollars for such activities.

## **2.9 Confidential Work Product**

Consultant shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for its own purposes or for the benefit of any person, firm,

corporation or other entity without the prior written consent of CRRA. Any report or other work product prepared 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. However, Consultant acknowledges that CRRA is subject to the Connecticut Freedom of Information Act and CRRA must disclose certain documents in accordance with said statutes.

## **2.10 Restrictions On Parties**

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 Authorized Representative.

## **3. COMPENSATION AND PAYMENT**

### **3.1 Compensation Schedule**

For the purposes of this Agreement, the term “fiscal year” shall mean the twelve (12) month period from July 1<sup>st</sup> through the following June 30<sup>th</sup>.

For the services rendered and expenses incurred under this Agreement during Fiscal Year 2009 (which begins July 1, 2008), Consultant shall be paid by CRRA on the basis set forth on **Exhibit C** attached hereto and made a part hereof.

For Fiscal Year 2010 (which begins July 1, 2009), the rates set forth in **Exhibit C** may be modified by Consultant by the lesser of (i) four (4%) percent, or (ii) the percentage change under the United States Consumer Price Index for all Urban Consumers (Cross Classification of Region and Population Size Class), published by the Bureau of Labor Statistics, United States Department of Labor (the “Index”), which change shall be calculated as follows: the annual adjustment shall be calculated by adding to the rates payable for the immediately preceding fiscal year the amount obtained by multiplying such rates by the percentage change between the Index for June of the fiscal year immediately prior to such immediately preceding fiscal year and the Index for June of such immediately preceding fiscal year.

For Fiscal Year 2011 (which begins July 1, 2010), Consultant shall be paid by CRRA based upon the rates at which Consultant was paid by CRRA during Fiscal Year 2010; provided, however, that such rates may be modified by Consultant in the manner set forth in the immediately preceding paragraph.

**All Services provided by Consultant to CRRA must be approved in advance by the Director of Legal Services. Any Services rendered by Consultant that were not approved in advance by the Director of Legal Services shall NOT be paid by CRRA even if said Services were requested by other CRRA staff.**

CRRA will not reimburse the costs of first-class travel and expects that travel arrangements will take advantage of any cost-effective discounts or special rates. 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 D, except that Consultant will be deemed to have met CRRA's "Receipt" requirements of such document if Consultant provides to CRRA with each billing

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

Disbursements will be reimbursed at the Consultant's cost.

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

### **3.2 Bill Format**

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 shall contain at least the following information:

- (a) The name, title and billing rate for each person performing Services for which payment is sought;
- (b) A description of the Services performed by each person by task;
- (c) The time spent by each person;
- (d) Separate listing of all expenses incurred including copies of receipts or sub-consultant invoices;
- (e) The time period covered by the bill;
- (f) The project name and number to be charged;
- (g) The contract number for this Agreement (to be provided by CRRA); and;
- (h) The request for services identification number, if appropriate.



The identification codes of each attorney, paralegal, etc. must appear with each service item listed.

Consultant shall not carry forward balances. If a previous bill is unpaid, Consultant shall resubmit that periodic bill for payment. Group or block billing is not acceptable and bills with such billing will be returned unpaid to the firm for clarification and itemization.

Bills shall be accompanied by an itemization of disbursements and costs (long-distance calls, photocopying, transcripts, expert witnesses, court costs, etc.) and travel expenses shall be itemized separately to indicate travel, lodging, business meeting, meals, taxis and limousines and other expenses (specially detailed). Disbursements will be reimbursed at Consultant's cost.

The minimum billing increment to be used is one-tenth (0.10) of an hour. CRRA requires that all time to be computed on this basis and be exact to within the nearest tenth of an hour. The use of a higher increment (e.g., 0.25) or "rounding" of times will be appropriately reduced from the bill. Consultant may not unit-bill CRRA for telephone calls and for reviewing or drafting correspondence, i.e., reviews of correspondence always billed at a minimum of 0.5 hours or telephone calls at 0.3 hours. CRRA will pay only for actual legal work to the nearest 0.10 hours.

The last page of the invoice must show:

- (a) The identification of each service provider
- (b) Their hourly rate
- (c) Total hours billed on the invoice
- (d) Total amount charged for their service.

The format for all monthly bills is attached hereto as Exhibit E and made a part hereof.

### **3.3 Payment Procedure**

If CRRA determines, in its sole discretion, that

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

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

If, however,

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

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

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, and CRRA shall have no obligation to pay Consultant any amount due Consultant under this Agreement if Consultant is in default hereunder. 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.

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

### **3.4 Accounting Obligations**

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

### **3.5 Withholding Taxes And Other Payments**

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Consultant, nor be withheld from payment to Consultant by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the Services to be performed hereunder by Consultant, or any of Consultant's employees or sub-consultants. Consultant shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.5 and Consultant hereby agrees to indemnify CRRA and hold CRRA harmless against any and all such taxes, insurance or payments, or similar costs which CRRA may be required to pay in the event that Consultant's status hereunder is determined to be other than that of an independent Consultant.

### **3.6 Sales And Use Tax Exemption**

Consultant agrees that, pursuant to *Connecticut General Statutes* Section 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, Consultant also agrees that, pursuant to *Connecticut General Statutes* Section 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, Consultant shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Consultant’s performance of this Agreement, nor shall Consultant include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Consultant contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Consultant of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Consultant 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 RFQ or other submittal or proposal to CRRA in connection with this Agreement.

### **3.7 Audit**

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

For an audit, Consultant firm shall provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries;
- (b) Each attorney’s original bills and time slips for the services;
- (c) A list of hourly rates for each attorney handling the matter;
- (d) A detailed explanation of Consultant’s billing methods; and
- (e) Consultant’s trial, motion and deposition calendar subject to applicable privileges.

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

## 4. TERM OF AGREEMENT

### 4.1 Term

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, 2011.

### 4.2 Time Is Of The Essence

CRRA and Consultant hereby acknowledge and agree that time is of the essence with respect to Consultant's performance of the Services hereunder. Accordingly, upon Consultant's receipt and acceptance of a Request, Consultant shall immediately commence performance of the Services requested and continue to perform the same during the term of this Agreement in order to complete all of the Services requested by the completion date set forth in such Request, if any.

### 4.3 Termination

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 Services have been completed to the satisfaction of CRRA, unless applicable rules of professional responsibility permit termination and if so, Consultant will allow CRRA to obtain substitute counsel before withdrawing from representation.

Upon receipt of such written notice from CRRA, Consultant shall immediately cease work on any and all CRRA matters, unless otherwise directed in writing by the Authorized Representative. Upon termination of this Agreement pursuant to this Section 4.3,

- (a) CRRA shall pay Consultant for all Services performed by Consultant prior to the termination date, provided:
  - (1) CRRA has determined that such Services have been performed by Consultant in conformance with the Standards;
  - (2) Payment for such Services has not been previously made or is not disputed by CRRA;
  - (3) Consultant is not in default hereunder; and,
  - (4) Consultant has performed all its obligations under this Section 4.3 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 of the written notice of termination unless otherwise directed by the Authorized Representative.

#### **4.4 Records And Documents**

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

### **5. INDEMNIFICATION**

#### **5.1 Consultant's Indemnity**

Consultant shall at all times protect, defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any all liabilities, actions, claims, damages losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damages to property or other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents or employees, or (b) Consultant or any of its directors, officers, employees, agents or sub-consultants, or (c) any other person, to the extent any such injuries, damages or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Consultant or any of its directors, officers, employees, agents or sub-consultants. Consultant further undertakes to reimburse CRRA for damages to property of CRRA caused by Consultant or any of its directors, officers, employees, agents or sub-consultants. The existence of insurance shall in no way limit the scope of this indemnification. Consultant's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

### **6. INSURANCE**

#### **6.1 Required Insurance**

Prior to execution of this Agreement, Consultant 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) Lawyers' professional liability insurance policy with a limit of not less than Five Million Dollars (\$5,000,000.00);

- (b) Commercial General Liability insurance alone or in combination with Commercial Umbrella insurance with a limit of not less than Five Million Dollars (\$5,000,000.00) each occurrence covering liability arising from premises, operations, independent consultants, 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);
- (c) Workers' Compensation insurance with statutory limits and Employers' Liability insurance limits of not less than Five Hundred Thousand Dollars (\$500,000.00) each accident for bodily injury by accident and Five Hundred Thousand Dollars (\$500,000.00) for each employee for bodily injury by disease.
- (d) Automobile Liability of not less than Five Hundred Thousand (\$500,000) per accident.

CRRA reserves the right to waive, at its sole and absolute discretion, in whole or in part, any of the required insurances specified in this Section 6.1.

Prior to execution of a Specific Request For Services pursuant to Section 2.7 of this Agreement, CRRA may elect to increase the dollar amounts of the minimum coverage limits of some or all of the insurance required based on the specific scope of services outlined in the Request For Services. In such event, Consultant shall comply with the Specific Request For Services requirements.

## **6.2 Certificates**

Consultant shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 6.1 above and in any Specific Services Request For Services certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 below. Additionally, Consultant shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 6.1 above and said Specific Services Request For Services, a certificate or certificates containing the information required by Section 6.3 below and certifying that such insurance has been renewed and remains in full force and effect.

## **6.3 Specific Requirements**

All policies for each insurance required hereunder shall:

- (a) Name CRRA as an additional insured (this requirement shall not apply to lawyers' professional liability insurance, workers' compensation insurance or employers' liability insurance);
- (b) Include a standard severability of interest clause;

- (c) 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;
- (d) Contain a waiver of subrogation holding CRRA free and harmless from all subrogation rights of the insurer; and
- (e) 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.

#### **6.4 Issuing Companies**

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 otherwise deemed acceptable by CRRA in its sole discretion.

#### **6.5 Consultant's Sub-consultants**

Consultant shall either have its sub-consultants covered under the insurance required hereunder, or require such sub-consultants to procure and maintain the insurance that Consultant is required to procure and maintain under this Agreement.

#### **6.6 Umbrella Insurance Liability Coverage**

Consultant may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability insurance, automobile liability insurance and employers' liability insurance.

#### **6.7 No Limitation On Damages**

No provision of this Article 6, or any Request For Services that may contain additional insurance requirements, shall be construed or deemed to limit Consultant's obligations under this Agreement to pay damages or other costs and expenses.

#### **6.8 No Liability Incurred**

CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for:

- (a) The existence, non-existence, form or legal sufficiency of the insurance described on such certificate,
- (b) The solvency of any insurer, or
- (c) The payment of losses.

## 7. MISCELLANEOUS

### 7.1 Non-Discrimination

Consultant agrees to the following:

- (a) Consultant agrees and warrants that in the performance of the Services for CRRA Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Consultant that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Consultant 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, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Consultant that such disability prevents performance of the Work involved;
- (b) Consultant agrees, in all solicitations or advertisements for employees placed by or on behalf of Consultant, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The "Commission");
- (c) Consultant agrees to provide each labor union or representative of workers with which Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which Consultant has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Consultant's commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) Consultant agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (e) Consultant 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 Consultant 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, Consultant agrees and warrants that it will make good faith efforts to employ minority business



enterprises as sub-consultants and suppliers of materials in such public works project.

## **7.2 Campaign Contribution And Solicitation Prohibitions**

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

## **7.3 Entire Agreement**

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

## **7.4 Governing Law**

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

## **7.5 Assignment**

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

## **7.6 No Waiver**

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of 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 be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

## **7.7 Modification**

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing

contrary to the written terms of this Agreement unless this Agreement is formally amended, modified or supplemented.

**7.8 Notices**

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

(a) If to CRRA:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: Director of Legal Affairs

With a copy to:

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

(b) If to Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**7.9 Benefit and Burden**

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

**7.10 Severability**

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 law.

### **7.11 Small Contractor Application**

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

### **7.12 Whistleblower Protection**

If any officer, employee or appointing authority of the Consultant takes or threatens to take any personnel action against any employee of the Consultant in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Consultant shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Consultant shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state contractors.

### **7.13 State of Connecticut Audit Rights**

The State of Connecticut (the "State") or its representatives shall have the right at reasonable hours to examine any books, records and other documents of Consultant or its sub-consultants pertaining to work in connection with the Mid-Connecticut Project, or the performance of the obligations of Consultant to the State under the contract and shall allow such representatives free access to any and all such books and records. The State will give the Consultant at least twenty-four (24) hours notice of such intended examination. At the State's request, the Consultant shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Consultant which pertains to the Agreement or the performance of the obligations of Consultant to the State under the contract. The Consultant shall incorporate this paragraph verbatim into any agreement it enters into with any sub-consultant providing services in connection with the Mid-Connecticut Project or the performance of the obligations of Consultant to the State under the contract. The Consultant shall retain and maintain accurate records and documents relating to its performance of Services in connection with the Mid-Connecticut Project or the performance of the obligations of Consultant to the State under this Agreement for a minimum of three (3) years after the final obligation payment by CRRA and shall make them available for inspection and audit by the State.

### **7.14 Counterparts**

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: \_\_\_\_\_  
Thomas D. Kirk  
Its President  
Duly Authorized

CONSULTANT

By: \_\_\_\_\_  
Its  
Duly Authorized

**EXHIBIT A**  
**To**  
**LEGAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

# SCOPE OF SERVICES

The following are the Categories of Services.

## 1. General Counsel Services

The following are examples of the areas covered by General Counsel Services category:

- (a) Complex commercial contract preparation
- (b) Commercial taxation – federal, state and local
- (c) Commercial finance
- (d) Commercial insurance
- (e) Equal employment opportunity, affirmative action and minority contracting
- (f) OSHA
- (g) Corporate governance, compliance with enabling legislation, internal organizational regulations, bylaws, etc.
- (h) Administrative Proceedings

## 2. Environmental Law – Federal, State and Local

The following are examples of the areas covered by the Environmental Law Services category:

- (a) Department of Environmental Protection proceedings
- (b) Air pollution control
- (c) Water pollution control
- (d) Solid waste management
- (e) Hazardous waste management
- (f) Federal Comprehensive Environmental Response, Compensation and Liability Act
- (g) Federal Community Right to Know
- (h) Federal Toxic Substances Control Act
- (i) Noise Abatement
- (j) Connecticut Siting Council
- (k) Inland wetlands
- (l) Coastal management and tidal wetlands

- (m) Water diversion
- (n) Connecticut Environmental Protection Act
- (o) Environmental auditing
- (p) Environmental impact statements
- (q) Risk Assessment
- (r) Site assessment and Connecticut Super Lien

### **3. Real Estate/Planning And Zoning**

The following are examples of the areas covered by the Real Estate/Planning And Zoning Services category:

- (a) Commercial real estate acquisition
- (b) Site assessment and Connecticut Super Lien
- (c) Eminent domain
- (d) Complex easements
- (e) General commercial zoning – zone changes, variances, special permits, site plan review
- (f) Inland wetlands
- (g) Local coastal site plan review

### **4. Energy/Department of Public Utility Control**

The following are examples of the areas covered by the Energy/Department of Public Utility Control Services category:

- (a) Electrical sales contracts
- (b) Steam sales contracts
- (c) Cogeneration
- (d) Department of Public Utility Control proceedings
- (e) Federal Energy Regulatory Commission proceedings

### **5. Construction Law**

The following are examples of the areas covered by the Construction Law Services category:

- (a) Construction contract drafting and interpretation
- (b) Construction litigation, arbitration and alternative dispute resolution



- (c) Changes orders and amendments
- (d) Fixed price and cost plus contracts
- (e) Construction escalation factors

## **6. Litigation**

The following are examples of the areas covered by the Litigation Services category:

- (a) General litigation, arbitration and alternative dispute
- (b) Collections
- (c) Eminent domain
- (d) Tax appeals
- (e) Contract and commercial litigation
- (f) Freedom of Information Act

## **7. Employment Law**

The following are examples of the areas covered by the Employment Law Services category:

- (a) General Employment Issues
- (b) Employment hearings and litigation
- (c) Labor relations

## **8. Solid Waste Industry Legal Services**

The following are examples of the areas covered by the Solid Waste Industry Legal Services category:

- (a) Counsel on general solid waste industry issues
- (b) Counsel on solid waste hauling and disposal contracts
- (c) Counsel on economic flow control issues
- (d) Assistance in negotiations with solid waste haulers regarding solid waste disposal agreements and transportation agreements
- (e) Counsel on intrastate rail transportation of solid waste
- (f) Counsel on industry trends in collection and disposal of residential and commercial solid waste
- (g) Counsel on industry trends in collection and disposal of residential and commercial recyclables

- (h) Counsel on contracts for the hauling, disposal, and marketing of recyclables
- (i) Assistance in development of solid waste facilities, including but not limited to, transfer stations, rail haul facilities, and waste-to-energy facilities
- (j) Assistance in negotiations with waste-to-energy facility owners and/or operators

## **9. Municipal Law**

The following are examples of the areas covered by the Municipal Law Services category:

- (a) Representation before municipal boards and local commissions in administrative proceedings
- (b) Counsel on local compliance issues
- (c) Assistance with community outreach and resident groups
- (d) Advice regarding any matters involving municipal government, or local governmental rules, regulations, and practices
- (e) Assistance in negotiations with municipalities regarding Municipal Solid Waste Agreements and other CRRA-municipal contracts

**EXHIBIT B**

**To**

**LEGAL SERVICES AGREEMENT**

**REQUEST FOR SERVICES STANDARD FORMAT**



**REQUEST FOR SERVICES**

[Date]

[Name of Contact for Law Firm]  
[Name of Law Firm]  
[Address of Law Firm]

**Re: Legal Services Agreement  
Request for Services**

Dear \_\_\_\_\_

This Request will authorize you to provide the Services described below in accordance with the terms and conditions of the Legal Services Agreement, dated [DATE OF AGREEMENT] between CRRA and you.

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

**1. Scope of Services**

[PROVIDE DETAILS]

**2. Estimated Time of Performance**

[PER LAW FIRM]

**3. Estimated Costs**

[PER LAW FIRM]

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

Sincerely,

CONNECTICUT RESOURCES RECOVERY AUTHORITY

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

Accepted and agreed to under the terms of the  
Legal Services Agreement  
dated [DATE OF AGREEMENT]

[LAW FIRM NAME]

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

STANDARD FORMAT

**EXHIBIT C**

**To**

**LEGAL SERVICES AGREEMENT**

**COMPENSATION SCHEDULE**

## **COMPENSATION SCHEDULE**

[The Compensation Schedule will be added by CRRA based on the successful Firm's Payment Rate Schedule Form, as such Form may be modified as a result of negotiations between CRRA and the successful Firm.]

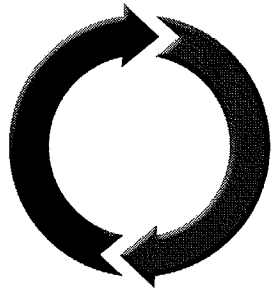
**EXHIBIT D**

**To**

**LEGAL SERVICES AGREEMENT**

**CRRA TRAVEL AND EXPENSE POLICY**





**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

# **TRAVEL POLICY AND EXPENSE REPORTING**

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

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

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# **CONNECTICUT RESOURCES RECOVERY AUTHORITY TRAVEL POLICY AND EXPENSE REPORTING**

## **1. GENERAL STATEMENT**

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

## **2. APPROVALS**

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

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

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

## **3. TRANSPORTATION**

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

## **3.1 Rental Automobile**

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

### **3.1.1 Insurance**

#### **3.1.1.1 Business Use Of A Rental Automobile**

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

#### **3.1.1.2 Personal Use Of A Rental Automobile**

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

## **3.2 Business Use Of Employee's Car**

### **3.2.1 Reimbursement Rate**

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

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

### **3.2.2 Mileage Calculation**

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

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

### **3.2.3 Tolls/Parking**

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

## **3.3 Air Travel**

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

## **3.4 Taxis**

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

### **3.5 CRRA Owned Automobiles**

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

#### **4. MEALS**

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

#### **5. LODGING**

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

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

#### **6. INCIDENTALS**

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

#### **7. PERSONAL EXPENSES**

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

#### **8. OTHER BUSINESS EXPENSES**

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

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

CRRA will not reimburse the cost of home entertaining.

## **9. EXPENSE REPORTING**

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

## **10. RECEIPTS**

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

Original receipts are required for all entertainment.

## **11. EXCEPTIONS**

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

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### **ORIGINAL**

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

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### **REVISION 1**

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

**EXHIBIT E**

**To**

**LEGAL SERVICES AGREEMENT**

**MONTHLY BILL FORMAT**



## MONTHLY BILL FORMAT

Name of Law Firm:	
Contract Number:	
Billing Period:	
Project Name:	Legal Services
Purchase Order Number:	
Request For Services Number:	

**TASK (Insert Task Number and Name; Use a separate set of tables for each task.)**

Personnel	Title	Work Performed	Hours	Rate	Amount
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
<b>Subtotal Personnel</b>					
<b>Ancillary Services/Equipment</b>			<b>Units</b>	<b>Rate</b>	<b>Amount</b>
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
<b>Subtotal Ancillary Services/Equipment</b>					

<b>Subtotal for Task (Insert Task Number)</b>	
---	--

<b>TOTAL (Insert billing period for which bill is being submitted)</b>	
--	--

**EXHIBIT F**

To

**LEGAL SERVICES AGREEMENT**

**SEEC FORM 11**

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

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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