



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

**FOR**

**ECONOMIC ADVISORY SERVICES  
(RFQ Number 10-FA-001)**

**STATEMENT OF QUALIFICATIONS DUE DATE  
FEBRUARY 10, 2010**

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

**January 13, 2010**

**REQUEST FOR QUALIFICATIONS**  
**For**  
**ECONOMIC ADVISORY SERVICES**  
**(RFQ Number 10-FA-001)**

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

**TABLE OF CONTENTS**

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. Business Information Form
7. Personnel Background And Experience Form
8. Business Disclosure Form
9. References Form
10. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety
11. Affidavit Of Third Party Fees
12. Affidavit Concerning Nondiscrimination
13. Background Questionnaire
14. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
15. Notice Of Award
  - A. Contractor's Certification Concerning Gifts [To be executed by successful SOQ submitter]
16. Agreement For Economic Advisory Services
  - A. Scope of Services
  - B. Request For Services Standard Format
  - C. Compensation Schedule
  - D. CRRA Travel And Expense Policy
  - E. Monthly Bill Format
  - F. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
  - G. Affidavit Of Third Party Fees
  - H. Affidavit Concerning Nondiscrimination
  - I. Contractor's Certification Concerning Gifts
  - J. CRRA President's Certification Concerning Gifts

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY 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 agency 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 three resource recovery facilities, two regional recycling centers, five landfills (all of which are closed or in the process of closing) and four transfer stations. At present, CRRA accepts more than 60% 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 qualified firms (including individuals) interested in providing certain economic advisory services for CRRA from March 1, 2010 through February 28, 2013. Such services include, but not limited to: financial and economic evaluation with regard to long-term strategic planning of CRRA; market information on other comparable solid waste authorities; market information on innovations within the solid waste field; market information and evaluations of alternative financial options; business plan modeling; cash investment advisory services; financial feasibility analyses analysis of state and federal laws and regulations relative to solid waste management and municipal bonds, and market information regarding municipal financing including swaps, forwards, refundings and other structures.

Request For Qualifications (“RFQ”) package documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **Wednesday, January 13, 2010**. The documents will also be available 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 on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

CRRA encourages firms interested in this RFQ to submit a Notice Of Interest Form to CRRA by 3:00 p.m., Monday, February 1, 2010. The Notice Of Interest Form is available on CRRA’s web site along with the other RFQ documents. While not mandatory, CRRA will use the information provided on the Form to notify prospective consultants about the availability of addenda and other information related to the RFQ.

**Sealed SOQs 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., Wednesday, February 10, 2010.** SOQs received after the time and date set forth above shall be rejected. All SOQs shall remain open for one hundred twenty (120) days after the SOQ due date.

SOQs will be opened 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 Connecticut’s Freedom of Information Act.

All questions regarding this RFQ must be submitted **in writing** to Ronald Gingerich, by e-mail ([rgingerich@ccra.org](mailto:rgingerich@ccra.org)), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., Monday, February 1, 2010. Subject to the discretion of CRRA, CRRA may decide to provide written responses to potential consultants no later than Friday, February 5, 2010. Any firm considering submitting an SOQ is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Gingerich.

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 2**

**INSTRUCTIONS TO FIRMS**

# INSTRUCTIONS TO FIRMS

## ECONOMIC ADVISORY SERVICES

### CONTENTS

1.	Introduction.....	1
2.	RFQ Projected Timeline.....	2
3.	Definitions.....	2
4.	Communications With CRRA Staff And Board Members.....	4
5.	Scope Of Services.....	4
6.	Availability Of RFQ Package Documents.....	4
7.	Notice Of Interest.....	5
8.	Addenda And Interpretations.....	5
9.	SOQ Submission Procedures.....	5
10.	Period SOQs Shall Remain Open.....	6
11.	Non-Negotiability Of The Agreement.....	6
12.	Modification/Withdrawal Of An SOQ.....	6
13.	Joint SOQs.....	6
14.	SOQ Contents.....	7
15.	SOQ Opening.....	8
16.	SOQ Evaluation.....	8
17.	Contract Award.....	10
18.	Requests For Services.....	10
19.	Contractor's Certification Concerning Gifts.....	10
20.	SOQ Submitter's Qualifications.....	11
21.	SOQ Preparation And Other Costs.....	11

#### 1. Introduction

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency 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 three resource recovery facilities, two regional recycling centers, five landfills (all of which are closed or in the process of closing) and four transfer stations. At present, CRRA accepts more than 60% of the municipal solid waste (“MSW”) generated in Connecticut. These facilities are operated by entities that are under contract to CRRA.

CRRA requires the services of a qualified economic advisory firm (or individual) to provide economic advisory services from time to time as specifically requested by CRRA. Such services include, but are not limited to, financial and economic evaluation with re-

gard to long-term strategic planning; market information on other comparable solid waste authorities; market information on innovations within the solid waste field; market information and evaluations of alternative financial options; business plan modeling; cash investment advisory services; financial feasibility analyses analysis of state and federal laws and regulations relative to solid waste management and municipal bonds, and market information regarding municipal financing including swaps, forwards, refundings and other structures.

## 2. RFQ Projected Timeline

The following is the projected timeline for the RFQ process:

ITEM	DATE
RFQ Documents Available	Wednesday, January 13, 2010
Notice of Interest Forms Due	3:00 p.m., Monday, February 1, 2010
Deadline for Written Questions	3:00 p.m., Monday, February 1, 2010
Response to Written Questions	No Later Than Friday, February 5, 2010
SOQs Due at CRRA	3:00 p.m., Wednesday, February 10, 2010
Selection and Notice(s) of Award Issued	Friday, February 26, 2010

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline 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) Agreement For Economic Advisory Services (the “Agreement”);
  - (2) RFQ Package Documents (defined in (e) 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.

(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 SOQ submitter(s) that states that CRRA has accepted such SOQ submitter's SOQ and sets forth the remaining conditions that must be fulfilled by such SOQ submitter 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) Business Information Form;
- (7) Personnel Background And Experience Form;
- (8) Business Disclosure Form;
- (9) References Form;
- (10) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (11) Affidavit Of Third Party Fees;
- (12) Affidavit Concerning Nondiscrimination;
- (13) Background Questionnaire;
- (14) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
- (15) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful SOQ submitter]; and
- (16) Agreement For Economic Advisory Services
  - A. Scope Of Services;
  - B. Request For Services Standard Format;
  - C. Compensation Schedule;
  - D. CRRA Travel And Expense Policy;
  - E. Monthly Bill Format;
  - F. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
  - G. Affidavit Of Third Party Fees;
  - H. Affidavit Concerning Nondiscrimination;

- I. Contractor's Certification Concerning Gifts; and
- J. CRRA President's Certification Concerning Gifts.

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 SOQ submitter(s) accepts the Notice Of Award), firms contemplating or preparing SOQs are prohibited from contacting CRRA staff or CRRA Board of Director members in an ex parte manner to discuss the RFQ submission 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.

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

CRRA does not guarantee to any SOQ submitter with which it enters into a contract pursuant to this RFQ any work.

The term of the Agreement shall be from March 1, 2010 to February 28, 2013.

#### **6. Availability Of RFQ Package Documents**

Complete sets of the RFQ Package Documents may be obtained on the World Wide Web beginning Wednesday, January 13, 2010 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFQ: Economic Advisory Services" link.

The RFQ Package Documents are in PDF format. The forms included in the RFQ Package Documents (e.g., the Payment Rate Schedule Form) are also available for downloading in Microsoft Word format at the same place on CRRA's web site where the PDF of the RFQ is located. Prospective SOQ submitters can fill the forms out by typing the answers on their computer's keyboard. The forms can then be printed and submitted with the SOQ. CRRA encourages firms to make use of the downloadable Word forms.

The RFQ Package Documents are also available 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 on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

## 7. Notice Of Interest

CRRA encourages firms interested in this RFQ to submit a Notice Of Interest Form (Section 3 of the RFQ Package Documents) to CRRA by 3:00 p.m., Monday, February 1, 2010. The Notice Of Interest Form is available on CRRA's web site along with the other RFQ documents. While not mandatory, CRRA will use the information provided on the Form to notify prospective SOQ submitters about the availability of addenda and other information related to the RFQ.

## 8. Addenda And Interpretations

CRRA may issue Addenda to the RFQ Package Documents that shall, upon issuance, become part of the RFQ Package Documents and binding upon all firms that potentially may submit or actually have submitted SOQs for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential SOQ submitters. Subject to the discretion of CRRA, CRRA may decide to provide written responses to such requests for interpretation or clarification.

Any request for interpretation or clarification of any documents included in the RFQ Package Documents must be **submitted in writing to Ronald Gingerich by e-mail ([rgingerich@crra.org](mailto:rgingerich@crra.org)), by fax (860-757-7742), 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., Monday, February 1, 2010.**

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.crca.org> on the "Business Opportunities" page under the "RFQ: Economic Advisory Services" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than Friday, February 5, 2010.

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

## 9. SOQ Submission Procedures

**Sealed SOQs in response to this RFQ must be submitted no later than 3:00 p.m., Eastern Time, Wednesday, February 10, 2010** at the offices of CRRA, 100 Constitution

Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich. CRRA reserves the right to reject SOQs received after the time and date set forth above.

**Each SOQ submitter must submit one (1) original and two (2) of copies of its SOQ.** The original of the SOQ shall be stamped or otherwise marked as such.

Each SOQ (the original and the two copies) shall be enclosed in a sealed envelope that shall be clearly marked "SOQ For Economic Advisory Services."

#### **10. Period SOQs Shall Remain Open**

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

#### **11. Non-Negotiability Of The Agreement**

**The terms and conditions of the Agreement (Section 16 of the RFQ Package Documents), as attached, are non-negotiable. Any potential SOQ submitter that will be unable to execute the Agreement, as attached, should not submit an SOQ.** This includes, but is not limited to the Insurance Requirements (Section 5 of the Agreement).

#### **12. Modification/Withdrawal Of 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 office at any time prior to the SOQ due date.

#### **13. Joint SOQs**

No joint SOQs shall be accepted. CRRA uses the RFQ process to identify and contract with firms that have expertise in particular areas (i.e., Categories Of Services). However, CRRA recognizes that consultants with which it has contracts may need to employ sub-consultants for particular types of work for which the consultant has entered into a specific Request For Services ("RFS") (see Section 18 of this Instructions To Firms). CRRA uses the RFS process to review and approve sub-consultants. If there are sub-consultants that an SOQ submitter would use for specific aspects of the Services, the SOQ submitter should identify and disclose those sub-consultants in its SOQ. However, selection of an SOQ submitter does not in any way indicate CRRA's approval of the use of any of the sub-consultants identified and disclosed in the SOQ.

CRRA does not require an SOQ submitter it selects to have expertise in all of the areas specified in the Scope Of Services. CRRA may select an SOQ submitter pursuant to this RFQ just because it has expertise on one of the subcategories of services specified in the Scope Of Services.

## 14. SOQ Contents

SOQs shall be submitted on forms provided by CRRA as part of the RFQ Package Documents. 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, including the title of the solicitation, the name of the SOQ submitter and the date the SOQ is submitted;
- (b) Cover letter, signed by a person authorized to commit the SOQ submitter to the contractual arrangements with CRRA, which includes the following:
  - (1) The name of the SOQ submitter;
  - (2) The legal structure of the SOQ submitter (e.g., corporation, joint venture, etc.);
  - (3) A clear statement indicating that the attached SOQ constitutes a firm and binding offer by the SOQ submitter to CRRA considering the terms and conditions outlined in the RFQ and noting any technical exceptions taken thereto;
  - (4) A summary of the key strengths and qualifications of the SOQ submitter to serve as an economic advisory firm to CRRA; and
  - (5) The SOQ submitter's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 16.3(e) of this Instructions To Firms);
- (c) Table of Contents for the SOQ submitter's SOQ (not the CRRA Table of Contents for the RFQ);
- (d) The entire Statement Of Qualifications Form (Section 4 of the RFQ Package Documents), with Addenda, if any, listed in the appropriate place (Page 2), the name and address of the contact for Notices listed in the appropriate place (Page 6) and the completed agreement page (Page 7);
- (e) The completed Payment Rate Schedule Form (Section 5 of the RFQ Package Documents);
- (f) The completed Business Information Form ( Section 6 of the RFQ Package Documents);
- (g) The completed Personnel Background And Experience Form ( Section 7 of the RFQ Package Documents);
- (h) The completed Business Disclosure Form ( Section 8 of the RFQ Package Documents);
- (i) The completed References Form ( Section 9 of the RFQ Package Documents);

- (j) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 10 of the RFQ Package Documents), with the SOQ submitter's most recent EEO-1 data attached if the SOQ submitter wishes such data to be considered in the evaluation of its SOQ;
- (k) The completed Affidavit Of Third Party Fees (Section 11 of the RFQ Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (l) The completed Affidavit Concerning Nondiscrimination (Section 12 of the RFQ Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (m) The completed Background Questionnaire (Section 13 of the RFQ Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court); and
- (n) A copy of the SOQ submitter's up-to-date certificate of insurance showing all current insurance coverage.

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

An SOQ submitter may include additional information as an addendum/appendix to its SOQ if the SOQ submitter thinks that it will assist CRRA in evaluating the SOQ submitter's SOQ. An SOQ submitter should not include information that is not directly related to the subject matter of this solicitation.

## 15. SOQ Opening

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.**

## 16. SOQ Evaluation

The award of the contract(s) for the Services will be made, if at all, to the SOQ submitter(s) whose evaluation by CRRA results in CRRA determining that such award to such SOQ submitter(s) is in the best interests of CRRA. **However, the selection of an SOQ submitter(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 discrimi-

nate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

### **16.1 Evaluation Criteria**

CRRA will base its evaluation of SOQs on the following criteria, which are not necessarily in order of importance:

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

### **16.2 Additional Evaluation Criteria**

CRRA will also base its evaluation of SOQs on criteria including, but not limited to, the following:

- (a) The experience of the SOQ submitter in serving as a economic advisory firm for clients, including governmental entities and resource recovery entities;
- (b) The qualifications of the personnel who would perform the Services for CRRA, including the experience and availability of the day-to-day staff and the breadth and depth of qualifications of other professionals available to provide services to CRRA; and
- (c) The references for the SOQ submitter.

### **16.3 Affirmative Action Evaluation Criteria**

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

- (a) The SOQ submitter's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 10 of the RFQ Package Documents));
- (b) The SOQ submitter's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of*

*Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 10 of the RFQ Package Documents));

- (c) The SOQ submitter's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 10 of the RFQ Package Documents));
- (d) The SOQ submitter's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 14(j) of this Instructions To Firms); and
- (e) The SOQ submitter's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 14(b)(5) of this Instructions To Firms).

## **17. Contract Award**

If CRRA decides to award a contract(s) for the Services, CRRA will issue to the successful SOQ submitter(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 an SOQ submitter and subsequently awarding the Notice of Award to another SOQ submitter. Such action by CRRA shall not constitute a breach of this RFQ by CRRA since the Notice Of Award to the initial SOQ submitter is deemed to be void ab initio and of no effect as if no Agreement ever existed between CRRA and the initial SOQ submitter.

## **18. Requests For Services**

Following the execution of the Agreement and the satisfaction of all other conditions by the successful SOQ submitter(s), the successful SOQ submitter(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 SOQ submitter(s) perform such services, such SOQ submitter(s) will, at CRRA's sole and absolute discretion, execute a Request For Services in the form outlined in **Exhibit B** to the Agreement.

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

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful SOQ submitter(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 SOQ submitter(s) does not execute the Certification, it will be disqualified for the Agreement. The dates between which the SOQ submitter 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 Attachment A to Section 14 of the RFQ Package Documents).

**20. SOQ Submitter's Qualifications**

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

**21. SOQ Preparation And Other Costs**

Each SOQ submitter 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  
ECONOMIC ADVISORY 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 ("CRRRA") solicitation listed below are encouraged to submit this Notice Of Interest Form to CRRRA 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 CRRRA related to the solicitation will be directly provided to those firms that have submitted this Form to CRRRA by the Form Due Date.

Solicitation:	<b>Economic Advisory Services</b>
RFQ Number:	<b>10-FA-001</b>
Form Due Date:	<b>3:00 p.m., Monday, February 1, 2010</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 1:	
Mailing Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

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

CRRRA Contact:	<b>Ronald Gingerich</b>
E-Mail Address:	<b><u><a href="mailto:rgingerich@crra.org">rgingerich@crra.org</a></u></b>
Fax Number:	<b>(860) 757-7742</b>
Correspondence Address:	<b>Connecticut Resources Recovery Authority 100 Constitution Plaza, 6<sup>th</sup> Floor Hartford, CT 06103</b>

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES  
FOR THE  
MID-CONNECTICUT RESOURCE RECOVERY FACILITY**

**SECTION 4**

**STATEMENT OF QUALIFICATIONS FORM**



## STATEMENT OF QUALIFICATIONS FORM

**PROJECT:** General

**RFQ NUMBER:** 10-FA-001

**CONTRACT FOR:** Economic Advisory Services

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

### 1. DEFINITIONS

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

### 2. TERMS AND CONDITIONS

The undersigned (the "SOQ Submitter") 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.

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

- (a) Execute and deliver to CRRA the two attached counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) 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

- (e) Satisfy all other conditions of the Notice Of Award.

**3. SOQ SUBMITTER’S OBLIGATIONS**

The SOQ Submitter proposes and agrees, if this SOQ is accepted by CRRA and CRRA issues a Notice Of Award to the SOQ Submitter, 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) At the request of CRRA and if the successful SOQ Submitter qualifies, to apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

**4. SOQ SUBMITTER’S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT**

In submitting this SOQ, the SOQ Submitter 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 SOQ Submitter is willing to and shall, if CRRA accepts its SOQ for the Services and issues a Notice Of Award to the SOQ Submitter, execute such Agreement. However, CRRA reserves the right to negotiate with the SOQ Submitter over the SOQ Submitter’s rates for the Services submitted on its Payment Rate Schedule Form.

**5. SOQ SUBMITTER’S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this SOQ, the SOQ Submitter represents that:

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

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 SOQ Submitter is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- (d) The SOQ Submitter has studied and carefully correlated the SOQ Submitter's knowledge and observations with the Contract Documents and such other related data;
- (e) The SOQ Submitter has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that the SOQ Submitter has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to the SOQ Submitter;
- (f) If the SOQ Submitter has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that the SOQ Submitter has discovered in the Contract Documents, such failure shall be deemed by both the SOQ Submitter and CRRA to be a waiver to assert these issues and claims in the future;
- (g) The SOQ Submitter 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 SOQ Submitter of all terms and conditions for performing, furnishing and completing the Services for which this SOQ is submitted.

**6. SOQ SUBMITTER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

In submitting this SOQ, the SOQ Submitter acknowledges and agrees that the SOQ Submitter shall not use any information made available to it or obtained in any examination made by it in connection with this RFQ in any manner as a basis or grounds for a claim or demand of any nature against 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.

**7. SOQ SUBMITTER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

In submitting this SOQ, the SOQ Submitter acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, the SOQ Submitter shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with the SOQ Submitter's performance of this

Agreement, nor shall the SOQ Submitter include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The SOQ Submitter 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.

#### **8. SOQ SUBMITTER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this SOQ, the SOQ Submitter:

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

#### **9. SOQ SUBMITTER'S REPRESENTATIONS CONCERNING NON-COLLUSION**

By submission of this SOQ, the SOQ Submitter, 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 SOQ Submitter prior to "opening" to any other person or company;
- (c) No attempt has been made or will be made by the SOQ Submitter to induce any other person, partnership or corporation to submit, or not to submit, an SOQ for the purpose of restricting competition;
- (d) The SOQ Submitter has not directly or indirectly induced or solicited any other firm to submit a false or sham SOQ; and
- (e) The SOQ Submitter has not sought by collusion to obtain for itself any advantage for the Services over any other firm for the Services or over CRRA.



**10. SOQ SUBMITTER’S REPRESENTATIONS CONCERNING RFQ FORMS**

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

**11. SOQ SUBMITTER’S WAIVER OF DAMAGES**

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

- (a) Any action or inaction on the part of 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.

**12. SOQ SUBMITTER’S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements 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 14 [SEEC Form 11] of the RFQ Package Documents.

**13. ATTACHMENTS**

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

- (a) The completed Payment Rate Schedule Form;
- (b) The completed Business Information Form;

- (c) The completed Personnel Background And Experience Form;
- (d) The completed Business Disclosure Form;
- (e) The completed References Form;
- (f) The Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the SOQ Submitter;
- (g) The Affidavit Of Third Party Fees that has been completely filled out by the SOQ Submitter and signed before a Notary Public or Commissioner of the Superior Court;
- (h) The Affidavit Concerning Nondiscrimination that has been completely filled out by the SOQ Submitter and signed before a Notary Public or Commissioner of the Superior Court, with the SOQ Submitter's nondiscrimination policies and procedures attached;
- (i) The Background Questionnaire that has been completely filled out by the SOQ Submitter and signed before a Notary Public or Commissioner of the Superior Court; and
- (j) A copy of the SOQ Submitter's up-to-date certificate of insurance showing all current insurance coverage.

#### 14. NOTICES

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

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

**15. ADDITIONAL REPRESENTATION**

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

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 20 10

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

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 5**

**PAYMENT RATE SCHEDULE FORM**



<b>PAYMENT RATE SCHEDULE FORM</b>
---------------------------------------

Name of SOQ Submitter:	
Name of RFQ	<b>Economic Advisory Services</b>

Each firm that submits a Statement of Qualifications ("SOQ") must submit the information requested on the forms on the following pages.

**1. Billing Rates**

In the Billing Rates Table on Page 2, the SOQ submitter must list staff level, name, title and hourly billing rate for each professional who would be assigned to work with CRRA. Only the professionals listed here will be authorized to work on CRRA matters unless other professionals are specifically authorized by CRRA. If the SOQ submitter 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.

In the "Staff Level" column, SOQ submitter should indicate the pay grade of the individual listed in that column under the pay grade system used by the SOQ submitter.

**2. Ancillary Services Rates**

In the Ancillary Services Rates Table on Page 3, the SOQ submitter must provide the rate at which applicable ancillary services are billed, including, but not limited to:

- Drafting;
- Work processing;
- Copying (per page)
- Computer time; and
- Any other services (excluding telephones) for which the SOQ submitter routinely bills.

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

Staff Level	Name and Title	Hourly Rates		
		Year 1 (03/01/10 - 02/28/11)	Year 2 (03/01/11 - 02/29/12)	Year 3 (03/01/12 - 02/28/13)

**ANCILLARY SERVICES RATES**  
**(Provide Rates Below)**

(Use Additional Sheets If Necessary)

Ancillary Service	Rates		
	Year 1 (03/01/10 – 02/28/11)	Year 2 (03/01/11 – 02/29/12)	Year 3 (03/01/12 – 02/28/13)
Drafting			
Word Processing			
Copying (Per Page)			
Computer Time			
Travel in SOQ Submitter-Owned Vehicle (Per Mile)			
<b>Any Other Services For Which You Routinely Bill (List Below)</b>			

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 6**

**BUSINESS INFORMATION FORM**





# BUSINESS INFORMATION FORM

SOQ Submitter must provide the information requested in the following forms.

## 1. SOQ SUBMITTER INFORMATION

Name of Entity:			
Central Office/ Headquarters Address:	Address 1:		
	Address 2:		
	City, State, Zip Code:		
Servicing Office Address (if different than Central Office/ Headquarters Address):	Address 1:		
	Address 2:		
	City, State, Zip Code:		
Name of Parent Company (if any):			
Entity's Legal Structure:		<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	<input type="checkbox"/> Joint Venture <input type="checkbox"/> Public Entity
State in Which Entity is Legally Organized:			
Year Entity Started:			
Number of Employees:			

**2. BACKGROUND AND EXPERIENCE**

Describe the SOQ Submitter's experience and capabilities in solid waste and resource recovery transactions or similarly complex revenue bond issues. Specifically identify the SOQ Submitter's participation in any transaction(s) where CRRA was a direct or indirect participant.

[Empty response area for background and experience]



**B. PROVIDING MARKET INFORMATION ON OTHER COMPARABLE SOLID WASTE AUTHORITIES**

**C. PROVIDING MARKET INFORMATION ON INNOVATIONS WITHIN THE SOLID WASTE FIELD**

**D. RECOMMENDING AND EVALUATING ALTERNATIVE FINANCIAL OPTIONS**

**E. BUSINESS PLAN MODELING**

**F. CASH INVESTMENT ADVISORY SERVICES**

**G. FINANCIAL FEASIBILITY ANALYSIS**

**H. ANALYSIS OF STATE AND FEDERAL LAWS AND REGULATIONS RELATIVE TO  
SOLID WASTE MANAGEMENT AND MUNICIPAL BONDS**

**4. CURRENT OPPORTUNITIES**

Briefly describe any areas of opportunity in the finance area that SOQ Submitter believes exist for CRRA today and how SOQ Submitter would help CRRA capitalize on those opportunities.



**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 7**

**PERSONNEL BACKGROUND AND EXPERIENCE  
FORM**



## **PERSONNEL BACKGROUND AND EXPERIENCE FORM**

In the space below provide the requested information on the professionals who would be assigned to work with CRRA.

In completing the forms below, please note the following:

- In the "Staff Level" item, indicate the individual's staff level as specified on the Payment Rate Schedule Form (Section 5 of the RFQ Package Documents).
- In the "% of Time Available" item, indicate the percentage of the individual's time that he/she would be available to provide services to CRRA.

If more than four individuals would be assigned to work with CRRA, copy page 3 of this form and use it to provide the requested information for the additional individuals.

**PROFESSIONAL 1**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable areas of responsibility:			
Background:			

**PROFESSIONAL 2**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable areas of responsibility:			
Background:			

**PROFESSIONAL 3**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable areas of responsibility:			
Background:			

**PROFESSIONAL 4**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable areas of responsibility:			
Background:			

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 8**

**BUSINESS DISCLOSURE FORM**



# BUSINESS DISCLOSURE FORM

## CONFLICTS OF INTEREST

In the table below, identify any activities, relationships or contracts involving your firm or individuals in your firm that may create a conflict or potential conflict of interest or the appearance of a conflict of interest in providing economic advisory services to CRRA.

[Attach Additional Pages If Necessary]

--

## BUSINESS WITH MAJOR CRRA CONTRACTORS

In the table below, disclose any economic advisory services that the SOQ submitter has provided to any of the following major CRRA contractors. Place a check in the box for any such contractor for which the SOQ submitter has provided the services. If the SOQ submitter has provided any such services, provide a brief summary description of the services provided.

Having provided economic advisory services to one or more of the contractors listed below does not disqualify an SOQ submitter from consideration under this RFQ.

[Attach Additional Pages If Necessary]

Entity	Summary Description of Services Provided
<input type="checkbox"/> Covanta	
<input type="checkbox"/> The Metropolitan District	
<input type="checkbox"/> CWPM, LLC	
<input type="checkbox"/> Copes Rubbish Service	
<input type="checkbox"/> Wheelabrator (Waste Management)	

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 9**

**REFERENCES FORM**





# REFERENCES FORM

In the tables below, provide the information requested for three (3) references who can attest to the quality of work performed/services provided by the SOQ Submitter. The references should not be affiliated with CRRA.

## REFERENCE 1

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

## REFERENCE 2

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

**REFERENCE 3**

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

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 10**

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

## LIST OF ACRONYMS

RCSA	-	Regulations of Connecticut State Agencies
CHRO	-	State of Connecticut Commission on Human Rights and Opportunities
DAS	-	State of Connecticut Department of Administrative Services
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  
ECONOMIC ADVISORY SERVICES**

**SECTION 11**

**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. The Contractor seeks to enter into the "Agreement for Economic Advisory Services" (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 AND 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 \_\_\_\_\_ 20 10

\_\_\_\_\_  
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  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 12**

**AFFIDAVIT CONCERNING  
NONDISCRIMINATION**



**AFFIDAVIT CONCERNING  
NONDISCRIMINATION**

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

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

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

1. Contractor seeks to enter into the "Agreement for Economic Advisory Services" (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

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

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

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 10

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

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

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 13**

**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 the following ever been the subject of a <b>criminal</b> investigation?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</li> </ul> <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 the following ever been the subject of a <b>civil</b> investigation?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</li> </ul> <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"/>

	Yes	No
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a <b>criminal</b> investigation?</p> <p>(a) A principal of the Contractor;  (b) An owner of the Contractor;  (c) An officer of the Contractor;  (d) A partner in the Contractor;  (e) A director of the Contractor; or  (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a <b>civil</b> investigation?</p> <p>(a) A principal of the Contractor;  (b) An owner of the Contractor;  (c) An officer of the Contractor;  (d) A partner in the Contractor;  (e) A director of the Contractor; or  (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 and, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p>(a) A principal of the Contractor;  (b) An owner of the Contractor;  (c) An officer of the Contractor;  (d) A partner in the Contractor;  (e) A director of the Contractor; or  (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

**CERTIFICATION**

Signature: \_\_\_\_\_  
Name (print/type): \_\_\_\_\_  
Title: \_\_\_\_\_  
State Of: \_\_\_\_\_  
County Of: \_\_\_\_\_

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 **10**

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

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 14**

**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  
ECONOMIC ADVISORY SERVICES**

**SECTION 15**

**NOTICE OF AWARD**



**NOTICE OF AWARD**

**TO:** [NAME OF SUCCESSFUL SOQ SUBMITTER CONTACT]  
[NAME OF SUCCESSFUL SOQ SUBMITTER]  
[ADDRESS 1 OF SUCCESSFUL SOQ SUBMITTER]  
[ADDRESS 2 OF SUCCESSFUL SOQ SUBMITTER]

**PROJECT:** [DEPENDENT ON SPECIFIC SERVICES REQUESTED]

**RFQ NUMBER:** 10-FA-001

**CONTRACT:** Agreement for Economic Advisory Services

The Connecticut Resources Recovery Authority (“CRRA”) has considered the Statement Of Qualifications (“SOQ”) 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 Agreement For Economic Advisory Services (the “Services”).

You are hereby notified that your SOQ has been accepted for the Services from time to time as the same may be requested by CRRA:

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

- (a) Execute the two attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes entering the requested information in the “Notices” Section (Section 6.8, Page 14) of the Agreement, signing the Agreement (Page 17), printing the signer’s name under the signature line (Page 17) and printing the signer’s title following the word “Its” (Page 17);
- (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 [Please be advised that this is the area in which Consultants seem to have the most difficulty. CRRA requires that the certificate submitted show evidence of exactly the insurance requirements specified in the Agreement. For example, if the Agreement specifies automobile insurance for “any” vehicles, the “any” vehicle box on the certificate must be checked];

- (d) Deliver to CRRA the requisite Performance Security;
- (e) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and
- (f) 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 (f) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your SOQ 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 at the following address:

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

Dated this [DAY] day of [MONTH], 2010.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
 Ronald E. Gingerich  
 Title: Environmental Compliance Manager

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By:

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

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

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

**ATTACHMENT A**  
**To**  
**NOTICE OF AWARD**

**CONTRACTORS CERTIFICATION CONCERNING  
GIFTS**



## CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

### ECONOMIC ADVISORY 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/statement of qualifications submitter for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal/statement of qualifications for the Agreement For Economic Advisory Services (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between January 1, 2010 and the date of execution of the Agreement, by
  - (a) The Contractor,
  - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
  - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal/qualifications solicitation for or the negotiation or award of the Agreement (such CRRA 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 CRRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

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

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

Bettina Ferguson, Assistant Treasurer and Director of Finance
Jim Bolduc, Chief Financial Officer

**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 Christopher G. Donovan, 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  
ECONOMIC ADVISORY SERVICES**

**SECTION 16**

**AGREEMENT FOR ECONOMIC ADVISORY  
SERVICES**

**AGREEMENT  
FOR  
ECONOMIC ADVISORY SERVICES**

**BETWEEN**

**CONNECTICUT RESOURCES RECOVERY  
AUTHORITY**

**AND**

**[NAME OF CONTRACTOR]**

**Dated as of March 1, 2010**

# AGREEMENT FOR ECONOMIC ADVISORY SERVICES

## CONTENTS

<b>PRELIMINARY STATEMENT .....</b>	<b>2</b>
<b>1. SCOPE OF SERVICES .....</b>	<b>3</b>
1.1 Independent Economic Advisory Services .....	3
1.2 Access .....	4
1.3 Authorized Representative of CRRA .....	4
1.4 Specific Services.....	4
<b>2. COMPENSATION AND PAYMENT .....</b>	<b>5</b>
2.1 Compensation Schedule .....	5
2.2 Bill Format.....	5
2.3 Payment Procedure .....	7
2.4 Progress Reports .....	8
<b>3. TERM OF AGREEMENT .....</b>	<b>8</b>
3.1 Term of Agreement .....	8
3.2 Time Is Of Essence.....	9
<b>4. INDEMNIFICATION .....</b>	<b>9</b>
4.1 Consultant's Indemnity .....	9
<b>5. INSURANCE .....</b>	<b>9</b>
5.1 Required Insurance.....	9
5.2 Certificates.....	10
5.3 Specific Requirements .....	10
5.4 Issuance Companies.....	11
5.5 Umbrella Insurance Liability Coverage.....	11
5.6 No Limitation On Damages .....	11
5.7 No Liability Incurred .....	11
<b>6. MISCELLANEOUS .....</b>	<b>11</b>
6.1 Governing Law.....	11
6.2 Restrictions on Parties .....	11
6.3 Confidential Work Product .....	12
6.4 Non-Discrimination.....	12
6.5 Entire Agreement .....	13
6.6 No Waiver .....	13
6.7 Amendments.....	13
6.8 Notices.....	14
6.9 Benefit And Burden.....	14
6.10 Severability .....	14
6.11 Usage .....	14
6.12 Counterparts .....	15
6.13 Assignment .....	15
6.14 State of Connecticut Taxes .....	15

6.15	Contingent, Management Service And Placement Commissions .....	16
6.16	Campaign Contribution And Solicitation Prohibitions.....	16
6.17	Affidavit Of Third Party Fees .....	16
6.18	Affidavit Concerning Nondiscrimination.....	16
6.19	Contractor's Certification Concerning Gifts.....	16
6.20	President's Certification Concerning Gifts .....	16

- EXHIBIT A: Scope of Services
- EXHIBIT B: Request for Services Standard Format
- EXHIBIT C: Compensation Schedule
- EXHIBIT D: CRRA Travel and Expense Policy
- EXHIBIT E: Monthly Bill Format
- EXHIBIT F: SEEC Form 11, Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban
- EXHIBIT G: Affidavit of Third Party Fees
- EXHIBIT H: Affidavit Concerning Nondiscrimination
- EXHIBIT I: Contractor's Certification Concerning Gifts
- EXHIBIT J: CRRA President's Certification Concerning Gifts

This **AGREEMENT FOR ECONOMIC ADVISORY SERVICES** (this “Agreement”) is made as of the 1st day of March, 2010 (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, and having a principal place of business at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 (“CRRA”) and [NAME OF ENTITY], , a [TYPE OF ENTITY], having a principal place of business at [ADDRESS OF ENTITY] (“Consultant”).

## **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 has issued various debt instruments to finance the Facilities or other CRRA activities; and

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

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

### **1. SCOPE OF SERVICES**

#### **1.1 Independent Economic Advisory Services**

CRRA retains Consultant to render certain independent economic advisory services to CRRA, including but not limited to those described on **Exhibit A** attached hereto and made a part hereof (collectively, the “Services”). CRRA may, where necessary or desired, provide Consultant with instructions, guidance and directions in connection with Consultant’s performance of the Services hereunder. Consultant agrees to perform the Services as an independent contractor, consistent with the following (hereinafter collectively referred to as the “Standards”):

- (a) Any and all instructions, guidance and directions provided by CRRA to Consultant;
- (b) The terms and conditions of this Agreement;
- (c) Sound economic advisory practices;
- (d) The highest prevailing applicable professional and industry standards;
- (e) Any and all Laws and Regulations; and

- (f) Any Request (as hereinafter defined) pursuant to which such Services are rendered.

## **1.2 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.

## **1.3 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 Chief Financial Officer, or any person designated in writing to Consultant by such President or Chief Financial Officer. 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.

## **1.4 Specific Services**

At its discretion, CRRA, through an Authorized Representative, may 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. In such cases, 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. COMPENSATION AND PAYMENT

### 2.1 Compensation Schedule

All Services provided by Consultant to CRRA must be approved in advance by CRRA or its Authorized Representative. Any Services rendered by Consultant that were not approved in advance by the Authorized Representative shall not be paid by CRRA even if said Services were requested by other CRRA staff.

Services rendered and expenses incurred during a particular fiscal year shall be paid by CRRA on the basis of the rates set forth in **Exhibit C** for that fiscal year. 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>.

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.

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.

### 2.2 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.

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 the firm's cost.

Consultant shall be solely responsible for the reporting of and payment of federal, state, and local income taxes, FICA and FUTA contributions and shall maintain any insurance coverage required by state or federal law in addition to any insurance required hereunder.

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

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



Exhibit E, attached hereto and made a part hereof, is the format for all monthly bills. Consultant shall not be compensated for any time spent preparing any billing documentation or related materials.

### **2.3 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.

## **2.4 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 that 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.

## **3. TERM OF AGREEMENT**

### **3.1 Term of Agreement**

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated in accordance with the terms hereof, on February 28, 2013. This Agreement may be terminated by either CRRA or Consultant upon at least thirty (30) days' advance written notice except that Consultant shall have no right to terminate until all ongoing Services and tasks have been completed to the satisfaction of CRRA. Upon receipt of such written notice from CRRA, Consultant shall immediately cease work on any and all CRRA matters, unless otherwise directed in writing by the Authorized Representative. Upon termination of this Agreement pursuant to this Section 3.1, (a) CRRA shall pay Consultant for all Services performed by Consultant prior to the termination date, provided: (i) CRRA has determined that such Services have been performed by Consultant in accordance with the Standards, (ii) payment for such Services has not been previously made or is not disputed by CRRA, (iii) Consultant is not in default hereunder and (iv) Consultant has performed all its obligations under this Section 3.1 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. 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 3.1 shall survive the termination or expiration of this Agreement.

### **3.2 Time Is Of 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. INDEMNIFICATION**

### **4.1 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 and 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), damage 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, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Consultant or any of its directors, officers, employees, agents or sub-consultants. Consultant further undertakes to reimburse CRRA for damage 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 4.1 shall survive the termination or expiration of this Agreement.

## **5. INSURANCE**

### **5.1 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) Professional liability insurance policy with a limit of not less than one million dollars (\$1,000,000.00).

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

## **5.2 Certificates**

Upon Consultant's execution of this Agreement, Consultant shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 5.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 5.3 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 5.1 above, a certificate or certificates containing the information required by Section 5.3 below and certifying that such insurance has been renewed and remains in full force and effect.

## **5.3 Specific Requirements**

All policies for each insurance required hereunder shall:

- (a) Name CRRA as an additional insured on Commercial General liability insurance and any commercial umbrella insurance policy;
- (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) Hold CRRA free and harmless from all subrogation rights of the insurer (this requirement shall not apply to professional liability insurance); 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.

#### **5.4 Issuance 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.

#### **5.5 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 and employers' liability insurance.

#### **5.6 No Limitation On Damages**

None of the provisions contained in Sections 5.1 through 5.7 inclusive shall be construed or deemed to limit Consultant's obligations under this Agreement to pay damages or other costs and expenses.

#### **5.7 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.

### **6. MISCELLANEOUS**

#### **6.1 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.

#### **6.2 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.

### **6.3 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.

### **6.4 Non-Discrimination**

Consultant agrees to the following:

- (a) Consultant agrees and warrants that in the performance of the Agreement 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, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Consultant that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the 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, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Consultant that such disability prevents performance of the Services 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 or workers' representative 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 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 relate to the provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes.
- (f) 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 subcontractors and suppliers of materials in such public works project.

## **6.5 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.

## **6.6 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 and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

## **6.7 Amendments**

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.

**6.8 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: Chief Financial Officer

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: \_\_\_\_\_

**6.9 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.

**6.10 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.

**6.11 Usage**

Wherever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular and any gender shall mean all genders or any



other gender, as the context may require. 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 unless the particular Section or Subsection is specifically referenced.

#### **6.12 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.

#### **6.13 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.

#### **6.14 State of Connecticut Taxes**

Pursuant to Section 22a-270 of the *Connecticut General Statutes* (as the same may be amended or superceded from time to time), CRRA is exempt from all State of Connecticut taxes and assessments (“Connecticut Taxes”), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the fees, and Contractor shall not charge or pass through any Connecticut Taxes to CRRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

CRRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Work contemplated by this Agreement.

Contractor should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services (“DRS”) and any other applicable tax authority, with regard to such tax authorities’ policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Work contemplated by this Agreement, and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Work contemplated by this Agreement.

Contractor and CRRA agree that Contractor is and shall act as an independent contractor. Notwithstanding Contractor’s status as an independent contractor, but without limiting Contractor’s obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Work, for the sole purpose of allowing CRRA

to benefit from the aforesaid exemption, CRRA shall designate, and Contractor has agreed to act, as CRRA's agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Services hereunder for the account of CRRA, and with funds provided as reimbursement therefore by CRRA.

#### **6.15 Contingent, Management Service And Placement Commissions**

Consultant warrants that during its performance under this Agreement it will not receive, or direct to any third parties, any contingent commissions, management service agreement commissions, or any other form of placement commissions, with the exception of wholesale commissions which are customary in the industry. Consultant warrants that it will disclose to CRRA any wholesale commissions it receives from third parties during and related to Consultant's performance of this Agreement.

#### **6.16 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].

#### **6.17 Affidavit Of Third Party Fees**

At the time the Consultant submitted its SOQ to CRRA, it simultaneously executed a document entitled Affidavit Of Third Party Fees and said document is attached hereto and made a part of this Agreement as **Exhibit G**.

#### **6.18 Affidavit Concerning Nondiscrimination**

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

#### **6.19 Contractor's Certification Concerning Gifts**

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

#### **6.20 President's Certification Concerning Gifts**

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

**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: \_\_\_\_\_  
\_\_\_\_\_  
[Print/Type Name]  
Its \_\_\_\_\_  
[Title]  
Duly Authorized

**EXHIBIT A**

**To**

**AGREEMENT FOR ECONOMIC ADVISORY SERVICES**

**SCOPE OF SERVICES**

## SCOPE OF SERVICES

Consultant shall render economic advisory services, at the direction of an Authorized Representative of CRRA, including but not limited to the following:

- (a) Financial and economic evaluation with regard to long-term strategic plans of CRRA;
- (b) Providing market information on other comparable solid waste authorities;
- (c) Providing market information on innovations within the solid waste field;
- (d) Recommending and evaluating alternative financial options;
- (e) Business plan modeling;
- (f) Cash investment advisory services;
- (g) Financial feasibility analysis;
- (h) Analysis of state and federal laws and regulations relative to solid waste management and municipal bonds; and
- (i) Other independent advisory services as requested by an Authorized Representative of CRRA.

**EXHIBIT B**

**To**

**AGREEMENT FOR ECONOMIC ADVISORY SERVICES  
REQUEST FOR SERVICES STANDARD FORMAT**



# REQUEST FOR SERVICES

[DATE]

[NAME OF CONTACT FOR CONSULTANT]  
[NAME OF CONSULTANT]  
[ADDRESS 1 OF CONSULTANT]  
[ADDRESS 2 OF CONSULTANT]

**Re: [NAME OF 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 “[NAME OF 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 CONSULTANT]

**3. Estimated Costs**

[PER CONSULTANT]

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  
[NAME OF AGREEMENT]  
dated [DATE OF AGREEMENT]

[CONSULTANT NAME]

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



**EXHIBIT C**

**To**

**AGREEMENT FOR ECONOMIC ADVISORY SERVICES**

**COMPENSATION SCHEDULE**

## **COMPENSATION SCHEDULE**

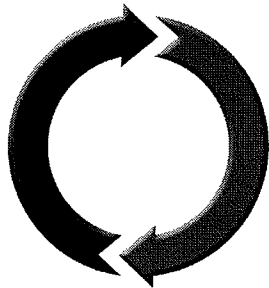
[The Consultant's Payment Rate Schedule Form that was submitted with the Consultant's Statement Of Qualifications, as such Form may be modified as a result of negotiations between CRRA and the Consultant, will be added by CRRA.]

**EXHIBIT D**

**To**

**AGREEMENT FOR ECONOMIC ADVISORY SERVICES**

**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**

# TABLE OF CONTENTS

1.	GENERAL STATEMENT.....	1
2.	APPROVALS.....	1
3.	TRANSPORTATION .....	1
	3.1 Rental Automobile.....	2
	3.2 Business Use Of Employee's Car.....	2
	3.3 Air Travel.....	3
	3.4 Taxis .....	3
	3.5 CRRA Owned Automobiles .....	4
4.	MEALS .....	4
5.	LODGING .....	4
6.	INCIDENTALS.....	4
7.	PERSONAL EXPENSES.....	4
8.	OTHER BUSINESS EXPENSES.....	4
9.	EXPENSE REPORTING .....	5
10.	RECEIPTS.....	5
11.	EXCEPTIONS .....	5

# 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**

**AGREEMENT FOR ECONOMIC ADVISORY SERVICES**

**MONTHLY BILL FORMAT**

## MONTHLY BILL FORMAT

Name of Consultant:	
Contract Number:	
Billing Period:	
Project Name:	<b>[NAME OF PROJECT]</b>
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

**AGREEMENT FOR ECONOMIC ADVISORY SERVICES**

**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.

**EXHIBIT G**

To

**AGREEMENT FOR ECONOMIC ADVISORY SERVICES**

**AFFIDAVIT OF THIRD PARTY FEES**



## **AFFIDAVIT OF THIRD PARTY FEES**

[The Consultant's Affidavit Of Third Party Fees that was submitted with the Consultant's Statement Of Qualifications will be added by CRRA.]

**EXHIBIT H**

**To**

**AGREEMENT FOR ECONOMIC ADVISORY SERVICES**

**AFFIDAVIT CONCERNING NONDISCRIMINATION**

# **AFFIDAVIT CONCERNING NONDISCRIMINATION**

[The Consultant's Affidavit Concerning Nondiscrimination that was submitted with the Consultant's Statement Of Qualifications will be added by CRRA.]

**EXHIBIT I**

To

**AGREEMENT FOR ECONOMIC ADVISORY SERVICES  
CONTRACTOR'S CERTIFICATION CONCERNING  
GIFTS**

# CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

[The Consultant's "Contractor's Certification Concerning Gifts" that was submitted with the Consultant's Notice Of Award will be added by CRRA.]

**EXHIBIT J**

**To**

**AGREEMENT FOR ECONOMIC ADVISORY SERVICES**

**CRRA PRESIDENT'S CERTIFICATION  
CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION  
CONCERNING GIFTS**

**AGREEMENT  
FOR  
ECONOMIC ADVISORY SERVICES  
Awarded To**

**[NAME OF CONSULTANT]**

(This CERTIFICATION is to be signed by the President of CRRA  
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Agreement for Economic Advisory Services" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

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

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

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