



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

REQUEST FOR PROPOSALS (“RFP”)

FOR

**401(k) PLAN SERVICES
(RFP Number 2007HR001)**

**PROPOSAL DUE DATE
MAY 4, 2007**

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

April 4, 2007

REQUEST FOR PROPOSALS

For

401(k) PLAN SERVICES

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

April 4, 2007

TABLE OF CONTENTS

1.	Notice To Firms – Request For Proposals	1-1
2.	Instructions To Firms	2-1
3.	Notice Of Interest Form	3-1
4.	Proposal Form	4-1
5.	Payment Rate Schedule Form	5-1
6.	Issues and Questions To Be Addressed.....	6-1
7.	Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety.....	7-1
8.	Affidavit Of Third Party Fees	8-1
9.	Background Questionnaire.....	9-1
10.	Notice Of Award	10-1
11.	401(k) Plan Services Agreement	11-1
	Exhibit A – Scope Of Work.....	A-1
	Exhibit B – Request For Services Standard Format	B-1
	Exhibit C – Compensation Schedule	C-1
	Exhibit D – CRRA Travel And Expense Policy.....	D-1
	Exhibit E – Monthly Bill Format.....	E-1

**REQUEST FOR PROPOSALS
FOR
401(k) PLAN SERVICES**

SECTION 1

**NOTICE TO FIRMS – REQUEST FOR
PROPOSALS**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO FIRMS – REQUEST FOR PROPOSALS

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency of the State of Connecticut that is responsible for providing solid waste disposal and recycling services to more than 100 municipalities in the state.

CRRA has established a 401(k) Plan for its employees. CRRA’s 401(k) Plan is currently administered by Fidelity Investment Services, Inc. CRRA is requesting proposals from qualified firms to provide services related to its 401(k) Plan including, but not limited to, analyses of the 401(k) Plan’s investment performance, on-going recommendations for keeping the 401(k) Plan up to date and employee education sessions. The services will be provided for the three-year period from July 1, 2007 through June 30, 2010.

Request for Proposals (“RFP”) package documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m., at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning **Wednesday, April 4, 2007**. The documents will also be available beginning on the same date on the world wide web at <http://www.crra.org> under the “Business Opportunities” page.

Firms interested in this RFP should submit a Notice Of Interest Form to CRRA by Monday April 23, 2007. The Notice Of Interest Form is available on CRRA’s web site with the other RFP documents.

Sealed proposals in response to this RFP must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Eastern Time, on Friday, May 4, 2007.

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

All questions regarding this RFP must be submitted in writing to Christopher Hyfield, Human Resources Manager, by e-mail (chyfield@crra.org), by fax ((860) 757-7740), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than **3:00 p.m. on Monday, April 23, 2007**. Any firm considering submitting a proposal is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Hyfield.

**REQUEST FOR PROPOSALS
FOR
401(k) PLAN SERVICES**

**SECTION 2
INSTRUCTIONS TO FIRMS**

INSTRUCTIONS TO FIRMS

401(k) PLAN SERVICES

CONTENTS

1.	Introduction	1
2.	RFP Projected Timeline	2
3.	Definitions	2
4.	Communications With CRRA Staff And Board Members	3
5.	Scope Of Services	3
6.	RFP Package Documents	4
7.	Notice Of Interest	4
8.	Addenda And Interpretations	5
9.	Proposal Submission Procedures	5
10.	Proposal Contents.....	6
11.	Proposal Opening	7
12.	Proposal Evaluation.....	7
13.	Interviews	8
14.	Contract Award	9
15.	Requests For Services	9
16.	Proposer’s Qualifications	9
17.	Proposal Preparation And Other Costs.....	9

1. Introduction

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency of the State of Connecticut that is responsible for providing solid waste disposal and recycling services to more than 100 municipalities in the state.

CRRA has established a 401(k) Plan for its employees. CRRA’s 401(k) Plan is currently administered by Fidelity Investment Services, Inc. CRRA is requesting proposals from qualified firms to provide services related to its 401(k) Plan including, but not limited to, analyses of the 401(k) Plan’s investment performance, on-going recommendations for keeping the 401(k) Plan up to date and employee education sessions. The services will be provided from July 31, 2007 through July 31, 2010.

2. RFP Projected Timeline

The following is the projected timeline for the RFP process:

ITEM	DATE
RFP Formally Announced	Wednesday, April 4, 2007
Notice of Interest Forms Due at CRRA	Monday, April 23, 2007
Deadline for Written Questions	Monday, April 23, 2007
Response to Written Questions	No Later Than Tuesday, May 1, 2007
Proposals Due at CRRA	Friday, May 4, 2007
Interviews	May 7 through May 25, 2007
Selection and Notice of Award Issued	Friday, June 1, 2007
Effective Date of Agreement	July 1, 2007

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline applicable to all proposers, and further reserves the right to reject any and all proposals and republish this RFP. CRRA also reserves the right at its sole and absolute discretion to terminate this RFP 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 proposal due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) 401(k) Plan Services Agreement (the "Agreement");
 - (2) Notice To Firms – Request For Proposals;

- (3) Instructions To Firms;
 - (4) Proposal Form;
 - (5) Payment Rate Schedule Form;
 - (6) Issues And Questions To Be Addressed;
 - (7) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 - (8) Affidavit Of Third Party Fees;
 - (9) Background Questionnaire
 - (10) Addenda;
 - (11) The proposer's Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-submission documentation submitted prior to the Notice Of Award);
 - (12) Notice Of Award; and,
 - (13) Any written amendments to the Agreement issued pursuant to Section 2.7 and/or 7.7 of the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful proposer(s) that states that CRRA has accepted such proposer's proposal and sets forth the remaining conditions that must be fulfilled by such proposer before CRRA executes the Agreement.

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 pendency of the RFP process, firms contemplating or preparing proposals are prohibited from contacting CRRA staff or CRRA Board of Directors members in an ex parte manner to discuss the RFP process. A proposer's proposal shall be rejected if any of the foregoing ex parte communications take place.

5. **Scope Of Services**

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

The successful proposer shall provide quarterly analyses of CRRA's 401(k) Plan's investment performance and on-going recommendations for keeping CRRA's 401(k) Plan up to

date. The successful proposer shall also provide CRRA employee education sessions and annual audits of CRRA's 401(k) Plan.

The term of the Agreement shall be for the three-year period from July 1, 2007 through June 30, 2010.

6. RFP Package Documents

This RFP package consists of the following documents:

1. Notice To Firms – Request For Qualifications;
2. Instructions To Firms;
3. Notice Of Interest Form
4. Proposal Form;
5. Payment Rate Schedule Form;
6. Issues And Questions To Be Addressed;
7. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
8. Affidavit Of Third Party Fees;
9. Background Questionnaire;
10. Notice Of Award;
11. 401(k) Plan Services Agreement, including:
 - A. Scope Of Services
 - B. Request For Services Standard Format
 - C. Compensation Schedule
 - D. CRRA Travel And Expense Policy
 - E. Monthly Bill Format

Complete sets of the above documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m., at CRRA's Offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning Wednesday, April 4, 2007.

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

<http://www.crra.org> under the "Business Opportunities" page.

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

7. Notice Of Interest

CRRA encourages firms that are interested in this RFP to submit a Notice Of Interest Form to CRRA as early as they can. Forms should be submitted no later than April 23, 2007. CRRA will directly provide Addenda and any other information related to this RFP that

CRRA makes available to anyone that has submitted a Notice Of Interest Form by the Form due date. Instructions for submitting the Form are included on the Form.

8. Addenda And Interpretations

CRRA may issue Addenda to this RFP package that shall, upon issuance, become part of this package and binding upon all potential or actual proposers for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential proposers. Any request for interpretation or clarification of any documents included in this RFP package or any other question must be **submitted in writing to Christopher Hyfield, Human Resources Manager by e-mail (chyfield@ crra.org), by fax ((860) 757-7740), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., on Monday, April 23, 2007.**

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

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

9. Proposal Submission Procedures

Sealed proposals in response to this RFP must be submitted no later than 3:00 p.m., Eastern Time, Friday, May 4, 2007 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Christopher Hyfield. CRRA reserves the right to reject proposals received after the time and date set forth above.

Each proposer must submit one (1) original and four copies of its proposal.

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

Each proposal (the original and the four copies) shall be enclosed in a sealed envelope that shall be clearly marked "Proposal For 401(k) Plan Services."

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

The terms and conditions of the Agreement (Section 11 of this RFP), as attached, are non-negotiable. Any proposer that will be unable to execute the Agreement, as attached, should not submit a proposal.

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

10. Proposal Contents

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

A proposal must consist of the following and be in the following order:

- (a) Cover letter, which includes the name of the proposer and the proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 11.3(e) of this Instructions To Firms). The cover letter must be signed by an individual authorized to enter into the Agreement with CRRA;
- (b) The completed Proposal Form, with Addenda, if any, listed in the appropriate place (Page 4-2), the name and address of the contact for Notices listed in the appropriate place (Page 4-6) and the completed signature section (Page 4-6);
- (c) The completed Payment Rate Schedule Form (Pages 5-1 through 5-3) in printed format;
- (d) Answers to the Issues And Questions To Be Addressed (the answer to each question must begin on a new page) (Page 6-1);
- (e) The completed Questions Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form, with the proposer's most recent EEO-1 data attached (if applicable);
- (f) The completed Affidavit Of Third Party Fees (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (g) The completed Background Questionnaire(subscribed and sworn before a Notary Public or Commissioner of the Superior Court); and
- (h) An electronic version of the completed Payment Rate Schedule Form (Pages 5-1 through 5-3) on compact disc ("CD"), preferably in Microsoft Word or Excel format. Proposers may simply save to a CD the completed Microsoft Word version of the Payment Rate Schedule Form that is available for downloading on CRRA's web site (<http://www.crra.org>) under the "Business Opportunities" page and submit the CD with the saved, completed Form to CRRA. Proposers

must include the electronic version of the Payment Rate Schedule Form in the original of the proposal. The electronic version need not be included in any of the copies of the proposal.

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

The entire proposal shall not exceed forty (40) pages. The page limit does not include CRRA-required forms (i.e., the "Proposal Form," the "Payment Rate Schedule Form," the "Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety," the "Affidavit of Third Party Fees" and the "Background Questionnaire") and the brief resumes of individuals who would be assigned to work with CRRA (see Question 3 of the "Issues and Questions to Be Addressed," Page 6-1). Brief and concise answers are encouraged. Page limits are intended to set limits, not targets. Proposals should be prepared on 8 ½ x 11 inch paper using at least 10 point type with standard margins.

11. Proposal Opening

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

12. Proposal Evaluation

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

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

12.1 Evaluation Criteria

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

- (a) Price;
- (b) Demonstrated skill, ability and integrity to perform the Services required by the Contract Documents;

- (c) The firm's experience as a 401(k) Plan consultant, particularly its experience as a 401(k) Plan consultant for governmental entities in Connecticut;
- (d) The experience, qualifications and skills of the individuals who would be assigned to work with CRRA;
- (e) The references for the proposer; and
- (f) Any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

12.2 Affirmative Action Evaluation Criteria

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

- (a) The proposer's success in implementing an affirmative action plan (see Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 7 of the RFP Package Documents));
- (b) The proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (see Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 7 of the RFP Package Documents));
- (c) The proposer'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 7 of RFP Package Documents));
- (d) The proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 10(e) of this Instructions To Firms); and
- (e) The proposer's promise to set aside a portion of the contract for legitimate minority business enterprises (see Section 10(a) of this Instructions To Firms).

13. Interviews

To assist in the selection process, CRRA may decide to interview proposers. Such interviews, if they are conducted, will be held from May 7 through May 25, 2007.

14. Contract Award

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

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

15. Requests For Services

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

16. Proposer's Qualifications

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

17. Proposal Preparation And Other Costs

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

**REQUEST FOR PROPOSALS
FOR
401(k) PLAN SERVICES**

SECTION 3

NOTICE OF INTEREST FORM

NOTICE OF INTEREST FORM

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

Solicitation:	Request for Proposals for 401(k) Plan Services
Form Due Date:	April 16, 2007

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

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

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

CRRA Contact:	Christopher Hyfield, Human Resources Manager
E-Mail Address:	<u>chyfield@crra.org</u>
Fax Number:	(860) 757-7740
Correspondence Address:	Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103

**REQUEST FOR PROPOSALS
FOR
401(k) PLAN SERVICES

SECTION 4

PROPOSAL FORM**

PROPOSAL FORM

PROJECT: General Fund

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

CONTRACT FOR: 401(k) Plan Services Agreement

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

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

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

- (a) Execute the required number of counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (c) Satisfy all other conditions of the Notice Of Award.

3. PROPOSER'S OBLIGATIONS

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

- (a) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs

set forth in this Proposal and in accordance with the terms and conditions of the Contract Documents and Agreement; and

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

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

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

5. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

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

Addendum Number	Date Issued

- (b) Without exception the proposal is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Proposer is fully informed and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;

- (d) Proposer has studied and carefully correlated Proposer's knowledge and observations with the Contract Documents and such other related data;
- (e) Proposer has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Proposer;
- (f) If Proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Proposer is aware of the general nature of work to be performed by CRRA and others that relates to the Services for which this Proposal is submitted;
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the Services for which this Proposal is submitted.

6. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Proposal, Proposer acknowledges and agrees that Proposer shall not use any information made available to it or obtained in any examination made by it in connection with this RFP in any manner as a basis or grounds for a claim or demand of any nature against 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. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

8. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

- (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 Proposer's Proposal is subject to disclosure if required by law or otherwise; and

- (b) Expressly waives any claim(s) that Proposer or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

9. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

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

10. PROPOSER'S REPRESENTATIONS CONCERNING RFP FORMS

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

11. PROPOSER'S WAIVER OF DAMAGES

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

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all proposals by 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. ATTACHMENTS

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

- (a) The completed Proposal Payment Rate Schedule Form;
- (b) Answers to the Issues And Questions To Be Addressed with a written answer provided to each question and each answer beginning on a new page;
- (c) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health and Safety, which has been completely filled out by the Proposer;
- (d) Affidavit of Third Party Fees, which has been completely filled out by Proposer and signed before a Notary Public or Commissioner of the Superior Court; and
- (e) Background Questionnaire, which has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court.

13. NOTICES

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

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

14. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 200__

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

**REQUEST FOR PROPOSALS
FOR
401(k) PLAN SERVICES**

SECTION 5

PAYMENT RATE SCHEDULE FORM

PAYMENT RATE SCHEDULE FORM

Name of Proposer:	
-------------------	--

Each Proposer must submit the information requested on the forms on the following pages.

On Page 4-2, Proposer must list the hourly billing rates for each staff level of personnel in its firm who will be assigned to work with CRRA.

Proposer must provide on Page 4-3 the rate at which applicable ancillary services are billed, including, but not limited to:

- Word processing;
- Copying (per page);
- Computer time; and
- Any other services (excluding telephones) for which Proposer routinely bills.

**REQUEST FOR PROPOSALS
FOR
401(k) PLAN SERVICES**

SECTION 6

ISSUES AND QUESTIONS TO BE ADDRESSED

ISSUES AND QUESTIONS TO BE ADDRESSED

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

1. Provide a summary description of your firm including, but not limited to, a brief history of the firm, an indication of the number of employees of the firm, a list of the number and locations of the firm's offices and an overview of the firm's principal lines of work.
2. Describe your firm's experience as a 401(k) Plan consultant. In particular, describe your firm's experience as a 401(k) Plan consultant for governmental entities in Connecticut.
3. Provide a brief description of the backgrounds of the individuals who would be assigned to work with CRRA. Indicate their probable areas of responsibility. Indicate which are registered with the SEC or a state securities regulator as an investment adviser. Provide a brief resume (no longer than two pages) for each individual.
4. Provide all of the disclosures required under federal and state laws regarding investment advisers.
5. Does your firm or a related company have relationships with money managers that you might recommend, consider for recommendation, or otherwise mention to CRRA for consideration for the 401(k) Plan? If your firm does have any such relationships, describe them.
6. Does your firm or a related company receive any payments from money managers you might recommend, consider for recommendation, or otherwise mention to CRRA for consideration for the 401(k) Plan? If so, describe what the extent is of these payments in relation to the firm's other income.
7. Does your firm have any policies or procedures to address conflicts of interest or to prevent these relationships (see 5 above) or payments (see 6 above) from being considered when your firm provides advice to its clients? If so, provide a copy of such policies or procedures.
8. Does your firm have any arrangements with broker-dealers under which your firm or a related company will benefit if money managers place trades for their clients with such broker-dealers?
9. If your firm is the successful proposer, will you acknowledge in writing that you have a fiduciary obligation as an investment adviser to the plan while providing the consulting services requested by this RFP?
10. Do you consider yourself a fiduciary under ERISA with respect to the recommendations you would provide to CRRA concerning its 401(k) Plan?

11. What percentage of your firm's 401(k) Plan clients utilize money managers, investment funds, brokerage services or other service providers from whom you receive fees?
12. Disclose any material assignments, relationships or other employment that your firm or any employee of your firm has with any member of CRRA's past or present Board of Directors, any CRRA employee, governmental entity or other persons or entities that may create a conflict of interest or the appearance of a conflict of interest in serving as the 401(k) Plan consultant to CRRA.
13. Provide a copy of your firm's up-to-date certificate of insurance showing all current insurance coverage.
14. Provide three references not affiliated with CRRA that CRRA may call and for whom you have performed similar and substantial services. Provide the name of the reference, his/her telephone number and a brief description of the services performed for the reference.

**REQUEST FOR PROPOSALS
FOR
401(k) PLAN SERVICES**

SECTION 7

**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 or Proposer, as appropriate.

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

LIST OF ACRONYMS

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

FOOTNOTE

- ¹ If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds \$50,000.00 in any fiscal year, and the Contractor has 50 or more employees, the Contractor, in accordance with the provisions of Section 46a-68c of the Connecticut General Statutes, shall develop and file an affirmative action plan with the Connecticut Commission on Human Rights and Opportunities.

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

1. Has been doing business and has maintained its principal place of business in the State for a period of at least one year immediately preceding the 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 PROPOSALS
FOR
401(k) PLAN SERVICES**

**SECTION 8
AFFIDAVIT OF THIRD PARTY FEES**



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

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. _____ (firm name) seeks to enter into the "401(k) Plan Services Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

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

(Attach additional copies of this page as necessary.)

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

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

Signed: _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 200 _____

Notary Public/Commissioner of the Superior Court

¹ 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 PROPOSALS
FOR
401(k) PLAN SERVICES**

**SECTION 9
BACKGROUND QUESTIONNAIRE**



BIDDER'S/PROPOSER'S BACKGROUND QUESTIONNAIRE

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

	Yes	No
<p>1. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the 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 Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder/Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder/Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
5. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority? <i>If you answered "Yes" to Question 5, on a separate sheet of paper please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Sworn to before me this _____ day of _____ 200 _____

 Notary Public/Commissioner of the Superior Court

**REQUEST FOR PROPOSALS
FOR
401(k) PLAN SERVICES**

**SECTION 10
NOTICE OF AWARD**

NOTICE OF AWARD

TO:

PROJECT(S): General Fund

CONTRACT NUMBER: _____

CONTRACT FOR: 401(K) Plan Services

The Connecticut Resources Recovery Authority ("CRRA") has considered the Proposal submitted by you dated [Date of the Proposal] in response to CRRA's Notice To Firms – Request For Proposals for the above-referenced Services, which Services are more particularly described in the 401(k) Plan Services Agreement (the "Services").

You are hereby notified that your Bid has been accepted for performing 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 required number of the attached counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other attached Contract Documents; and
- (c) 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 (c) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Proposal as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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

Dated this _____ day of _____, 2007.

Connecticut Resources Recovery Authority

By: _____

Title:
Duly Authorized

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2007.

By: _____ (Signature)

_____ (Typed/Printed Name)

Title: _____
Duly Authorized

**REQUEST FOR PROPOSALS
FOR
401(k) PLAN SERVICES**

SECTION 11

401(k) PLAN SERVICES AGREEMENT

401(k) PLAN SERVICES AGREEMENT

This **401(k) PLAN SERVICES AGREEMENT** (this “Agreement”) is made and entered into as of the 1st day of July, 2007 (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, 17th Floor, Hartford, Connecticut 06103-1722 (“CRRA”) and, [Firm], having a principal place of business at [Address] (“Consultant”).

Contents

Preliminary Statement.....	2
1. Independent 401(k) Plan Services.....	2
2. Lobbying And Paying Finder’s Fees.....	3
3. Access	3
4. Authorized Representative of CRRA.....	3
5. Compensation Schedule.....	3
6. Bill Format	4
7. Specific Services RFS.....	5
8. Progress Reports	5
9. Term of Agreement.....	6
10. Audit	7
11. Governing Law	7
12. Restrictions on Parties.....	7
13. Confidential Work Product.....	7
14. Indemnification	7
15. Required Insurance	8
16. Certificates	8
17. Specific Requirements	8
18. Issuance Companies.....	9
19. Umbrella Insurance Liability Coverage	9
20. No Limitation On Damages	9
21. No Liability Incurred.....	9
22. Non-Discrimination	9
23. Time Is Of Essence	10
24. Entire Agreement.....	11
25. No Waiver.....	11
26. Amendments	11
27. Notices	11
28. Benefit And Burden	12
29. Severability	12
30. Usage.....	12

31. Counterparts.....	12
32. Small Contractors Application.....	12
33. Campaign Contribution Restrictions.....	12
34. Sales And Use Tax Exemption	15

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 established a 401(k) Plan for its employees. CRRA now desires to enter into this Agreement in order to have Consultant render certain independent 401(k) Plan 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.

TERMS AND CONDITIONS

1. Independent 401(k) Plan Services

CRRA retains Consultant to render certain independent 401(k) Plan services as detailed in 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 401(k) Plan consultant 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.

2. Lobbying And Paying Finder's Fees

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

3. 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.

4. 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") or any person designated in writing to Consultant by the President. 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.

5. Compensation Schedule

Consultant shall be paid by CRRA for the services rendered and expenses incurred under this Agreement on the basis set forth on the Compensation Schedule attached hereto as **Exhibit C** attached hereto and made a part hereof. For the purposes of this Agreement, the term "fiscal year" shall mean the twelve (12) month period from July 1st through the following June 30th.

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. Provided they are consistent with CRRA's Travel and Expense Reporting document attached hereto and made a part hereof as **Exhibit D**, Consultant's out-of-pocket expenses shall be reimbursed at cost and Consultant must provide to CRRA with each billing (i) receipts for all items greater than or

equal to \$25 and (ii) copies of the Consultant's expense forms itemizing expenses incurred in providing Services to CRRA. Invoices shall be accompanied by an itemization of disbursements and costs (long-distance calls, photocopying, etc.) and travel expenses shall be itemized separately to indicate travel, lodging, business meeting, meals, taxis 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.

6. 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 subconsultant invoices;
- (e) The project name and number to be charged;
- (f) The contract number for this Agreement (to be provided by CRRA); and
- (g) The request for services identification number, if appropriate.

The format for all monthly bills is attached hereto as **Exhibit E** and made a part hereof. 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 (i) receipts for all items greater than or equal to \$25 and (ii) copies of the Consultant's expense forms itemizing expenses incurred by Consultant in performing the Services hereunder shall be reimbursed to Consultant at cost. Consultant shall be solely responsible for the reporting of and payment of federal, state, and local income taxes, FICA and FUTA contributions and shall maintain any insurance coverage required by state or federal law in addition to any insurance required hereunder.

Consultant shall not be compensated for any time spent preparing any billing documentation. If CRRA determines, in its sole discretion, that the Services for which Consultant is requesting payment have been properly performed and completed in conformance with the Standards, Consultant is not in default hereunder, CRRA does not dispute the amount of the payment requested, and 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, (i) CRRA determines that any of the Services for which Consultant has requested payment are not in conformance with the Standards, (ii) such bill does not contain all the requisite information, or (iii) 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.

7. Specific Services RFS

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 estimate 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.

8. Progress Reports

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

- (a) Title of task;
- (b) Description of task;
- (c) Original schedule;

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

9. Term of Agreement

The term of this Agreement shall commence upon the Effective Date and shall terminate in accordance with the terms hereof on **June 30, 2010**. This Agreement may be terminated by either CRRA or Consultant upon at least thirty (30) days' advance written notice, except that Consultant shall have no right to terminate until all Services have been completed to the satisfaction of CRRA, unless applicable rules of professional responsibility permit termination and if so, Consultant will allow CRRA to obtain substitute counsel before withdrawing from representation.

Upon receipt of such written notice from CRRA, Consultant shall immediately cease work on any and all CRRA matters, unless otherwise directed in writing by the Authorized Representative. Upon termination of this Agreement pursuant to this Section 8, (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 8 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 8 shall survive the termination or expiration of this Agreement.

10. Audit

CRRA reserves the right to review the reasonableness of all fees and expenses as they are billed to us by your firm. Upon reasonable notice from CRRA, you agree to allow us to audit your files pertaining to our work assigned to you.

11. 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.

12. 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.

13. Confidential Work Product

Consultant shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for its own purposes or for the benefit of any person, firm, corporation or other entity without the prior written consent of CRRA. Any report or other work product prepared by Consultant while performing Services under this Agreement shall be owned solely and exclusively by CRRA and cannot be used by Consultant for any purpose beyond the scope of this Agreement without the prior written consent of CRRA. Any material designated by CRRA in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of CRRA. However, Consultant acknowledges that CRRA is subject to the Connecticut Freedom of Information Act and CRRA must disclose certain documents in accordance with said statutes.

14. Indemnification

Consultant shall at all times protect, defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any all liabilities, actions, claims, damages losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damages to property or other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents or employers, or (b) Consultant or any of its directors, officers, employees, agents or subconsultants, or (c) any other person, to the extent any such injuries, damages or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Consultant or any of its directors, officers, employees, agents or subconsultants. Consultant further undertakes to reimburse CRRA for damages to property of CRRA caused by Consultant or any of its directors, officers, employees, agents or