



**REQUEST FOR QUALIFICATIONS (“RFQ”)
FOR
ACCOUNTING / FINANCE SERVICES**

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

May 14, 2007

REQUEST FOR QUALIFICATIONS
For
ACCOUNTING / FINANCE SERVICES

Connecticut Resources Recovery Authority
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**REQUEST FOR QUALIFICATIONS
FOR
ACCOUNTING / FINANCE 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 providing solid waste disposal and recycling services to more than 100 municipalities in the state. To that end, CRRA has developed, constructed and now operates an integrated system of four resource recovery facilities, two regional recycling centers, five landfills (two of which are still in operation) and twelve transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste (“MSW”) generated in Connecticut. These facilities are operated by entities that are under contract to CRRA.

CRRA is requesting qualifications from qualified firms (including individuals) interested in providing certain accounting / finance services for CRRA for a three (3)-year period from July 01, 2007 to June 30, 2010. Qualified proposals will be accepted by CRRA for the following categories of accounting / finance services related to:

- Policies and Procedures Consulting Services
- Strategic Planning Consulting Services
- Accounting Systems Consulting Services
- Financial Services
- Budgetary and Control Processes Consulting Services

Firms/Individuals may submit proposals for any one, all or a combination of the above listed categories in the accounting / finance services field. At its sole discretion, CRRA may choose one or more separate firms/individuals to provide accounting / finance services for each of the fields and categories.

Request for Qualifications (“RFQ”) package documents may be obtained during normal working hours at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning May 14, 2007. The documents will also be available beginning on the same date on the worldwide web at <http://www.crra.org> under the “Business Opportunities” page. The forms to fill out will be available in Microsoft Word format.

Sealed proposals in response to this RFQ will be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 12:00 p.m., Eastern Time, on June 8, 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 RFQ is subject to the Freedom of Information Act.

All questions regarding this RFQ should be submitted to Tina A. Mateo, Financial Analyst, by e-mail (tmateo@crra.org) or in writing (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than **3:00 p.m. on May 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 Tina A. Mateo.

**REQUEST FOR QUALIFICATIONS
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SECTION 2

INSTRUCTIONS TO FIRMS

INSTRUCTIONS TO FIRMS
ACCOUNTING / FINANCE SERVICES

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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. To that end, CRRA has developed, constructed and now operates an integrated system of four (4) resources recovery facilities, two (2) regional recycling centers (one of which is the largest in the United States), five (5) landfills (two of which are still in operation) and twelve (12) transfer stations. These facilities are operated by entities that are under contract with CRRA.

From time to time, CRRA requires the services of accounting / finance firms. The purpose of this RFQ is to identify accounting / finance services firms that would be qualified to

work for CRRA. CRRA intends, but does not guarantee, to enter into contracts with one or more firms.

2. 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) Accounting / Finance Services Agreement (the "Agreement");
 - 2) Notice To Firms – Request For Qualifications;
 - 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 7.6 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.

3. Communications with CRRA Staff And Board Members

Except as otherwise authorized by this Instructions To Firms, during the pendency of the RFQ process, firms/individuals contemplating or preparing proposals are prohibited from contacting CRRA staff or CRRA Board of Directors members in an ex parte manner to discuss the RFQ process. A proposer's proposal shall be rejected if any of the foregoing ex parte communications take place.

4. 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 will be solicited, at CRRA's discretion, from the firms/individuals with which CRRA has entered into an Agreement for specific work to be performed during the term of the Agreement.

The term of the Agreement shall be from July 1, 2007 to June 30, 2010.

5. RFQ Package Documents

This RFQ package consists of the following documents:

- (a) Notice To Firms – Request For Qualifications;
- (b) Instructions To Firms;
- (c) Proposal Form;
- (d) Payment Rate Schedule Form;
- (e) Issues And Questions To Be Addressed;
- (f) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (g) Affidavit Of Third Party Fees;
- (h) Background Questionnaire;
- (i) Notice Of Award;
- (j) Accounting / Finance Services Agreement, including:
 - 1) Scope of Services
 - 2) Request For Services Standard Format
 - 3) Compensation Schedule
 - 4) CRRA Travel and Expense Policy
 - 5) Monthly Bill Format

Complete sets of the above documents may be obtained during normal business hours at CRRA's Offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning May 14, 2007.

All of the Proposal Package Documents are also available in PDF format beginning on the same date on the worldwide 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.

6. Addenda and Interpretations

CRRA may issue Addenda to this RFQ package that shall, upon issuance, become part of this package and binding upon all potential or actual 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 RFQ package or any other question must be **submitted to Tina A. Mateo, Financial Analyst, by e-mail (tmateo@crra.org) or in writing (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722; Fax Number (860) 757-7742).**

To be given consideration, any such written request must be received by CRRA by 3:00 p.m., on May 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 RFQ package documents or who otherwise notified CRRA of their interest in the RFQ. 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.**

7. Proposal Submission Procedures

Sealed proposals in response to this RFQ shall be submitted no later than 12:00 p.m., Eastern Time, June 8, 2007 at the offices of CRRA, 100 Constitution Plaza, 6th Floor,

Hartford, Connecticut 06103-1722, Attn: Tina A. Mateo. CRRA reserves the right to reject proposals received after the time and date set forth above.

Each proposer must submit five (5) proposals.

The proposals shall be enclosed in a sealed envelope that shall be clearly marked "Proposal for Accounting / Finance Services."

Proposals shall remain open and subject to acceptance for ninety (90) days after the proposal due date.

No joint proposals shall be accepted.

The terms and conditions of the Agreement (Section 10 of this RFQ), 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.

8. Proposal Contents

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

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 10.3(e) of this Instructions To Firms). The cover letter must be signed by an individual authorized to enter into the Agreement with CRRA;
- (b) The completed Proposal Form, with the subcategories for which the proposer wishes to be considered checked (Page 3-1), Addenda, if any, listed in the appropriate place (Page 3-2), the name and address of the contact for Notices listed in the appropriate place (Page 3-6) and the completed agreement page (Page 3-7);
- (c) The completed Payment Rate Schedule Form (Pages 4-1 through 4-3);
- (d) Answers to the Issues And Questions To Be Addressed (the answer to each question must begin on a new page) (Page 5-1);

- (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;
- (f) The completed Affidavit Of Third Party Fees (subscribed and sworn before a Notary Public or Commissioner of the Superior Court); and
- (g) The completed Background Questionnaire.

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

The entire proposal shall not exceed forty (40) one-sided pages. 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.

9. 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 RFQ process.**

10. Proposal Evaluation

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

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

10.1 Evaluation Criteria

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

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

- (d) Any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

10.2 Additional Evaluation Criteria

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

- (a) The experience of the proposer in providing accounting / finance services for clients, including governmental entities and resource recovery entities;
- (b) The qualification 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;
- (c) The particular or special qualifications that distinguish the proposer; and
- (d) The references for the proposer.

10.3 Affirmative Action Evaluation Criteria

A proposal 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 6 of the RFQ 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 6 of the RFQ 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 6 of RFQ 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 9(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.

11. 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 ninety (90) days after the proposal due date.

CRRA reserves the right to correct inaccurate awards resulting from its 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 RFQ 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.

12. RFQ Projected Timeline

The following is the projected timeline for the RFQ process:

ITEM	DATE
RFQ Formally Announced	May 14, 2007
Deadline for Written Questions	May 23, 2007
Response to Written Questions	May 30, 2007
Proposals Due at CRRA	June 8, 2007
Interviews, if necessary	June 14, 2007
Selection and Notice of Award Issued	June 28, 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 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.

13. Requests for Services

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

14. 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.

15. 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 QUALIFICATIONS
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SECTION 3

PROPOSAL FORM

PROPOSAL FORM

PROJECT: General

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

CONTRACT FOR: Accounting / Finance Services Agreement

BIDS/PROPOSALS SUBMITTED TO: Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor

Hartford, Connecticut 06103-1722

1. TYPE OF SERVICES FOR WHICH PROPOSAL SUBMITTED

In the table below, place a check mark in the box for each type of Services for which you want your firm to be considered. For a detailed discussion of the types of services covered by each of the following consult the Scope of Services, **Exhibit A**, to the Accounting / Finance Services Agreement.

ACCOUNTING / FINANCE SERVICES			
<input type="checkbox"/>	Policies and Procedures	<input type="checkbox"/>	Financial Services
<input type="checkbox"/>	Strategic Planning	<input type="checkbox"/>	Budgetary and Control Processes
<input type="checkbox"/>	Accounting and Billing Systems	<input type="checkbox"/>	Other

2. 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.

3. 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 [Number of Days] 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.

4. 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 enter into and execute the Agreement included in the Contract Documents;
- (b) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this Proposal and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (c) At the request of CRRA and if the successful Proposer qualifies, the successful Proposer shall apply with the State of Connecticut Department of Economic and Community Development, 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 32-9e of the *Connecticut General Statutes*.

5. 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 RFQ, 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 Price And Payment Rate Schedule Form.

6. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

- (a) Proposer 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 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) 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;
- (h) 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;
- (i) 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.

7. 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 RFQ in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Services.

8. 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 RFQ.

9. 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.

10. 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.

11. PROPOSER'S REPRESENTATIONS CONCERNING RFQ 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 RFQ that are submitted to CRRA as part of its Proposal are identical in form and content to the preprinted forms in the RFQ except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

12. 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.

13. ATTACHMENTS

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

- (a) Proposal Price And Payment Rate Schedule Form;
- (b) Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety;
- (c) Affidavit of Third Party Fees; and
- (d) Background Questionnaire.

14. 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:

15. 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 QUALIFICATIONS
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SECTION 4

PAYMENT RATE SCHEDULE FORM

PAYMENT RATE SCHEDULE

Name of Proposer:

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

On the form 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 shall render accounting/financial services for the category(ies) selected at the direction of an authorized representative of CRRA, including, but not limited to:

A. Policies and Procedures Consulting Services

Perform and provide recommendations to improve current internal process practices, which will include updating existing policies and procedures and/or the development of new policies and procedures

B. Strategic Planning Consulting Services

Assist in the development of strategic plans for CRRA

C. Accounting and Billing Systems Consulting Services

Perform and provide recommendations to improve upon the existing accounting and billing systems

D. Financial Services

Perform special project reviews in the financial, billing, accounting, and procurement areas.

E. Budgetary and Control Processes Consulting Services

Assist in the development of improved budgetary and control processes and systems.

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

A. Data Processing

B. Any other services (excluding telephones) for which Proposer routinely bills.

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SECTION 5

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 your firm's name, headquarters address and ownership structure. Please include email address and website, if available.
2. Provide a description of your firm's experience with solid waste, resource recovery, recycling, or similar complex clients.
3. From the list below, select those services you are interested in providing CRRA. For each service, indicate what particular or special qualifications distinguish your firm.

A. Policies and Procedures Consulting Services

Perform and provide recommendations to improve current internal process practices, which will include updating existing policies and procedures and/or the development of new policies and procedures

B. Strategic Planning Consulting Services

Assist in the development of Strategic Plan for CRRA

C. Accounting and Billing Systems Consulting Services

Perform and provide recommendations to improve upon the existing accounting and billing systems

D. Financial Services

Perform special project reviews in the financial, billing, accounting, and procurement areas.

E. Budgetary and Control Processes Consulting Services

Assist in the development of improved budgetary and control processes and systems.

4. Identify the personnel from your firm who would be assigned to perform the Services. Indicate the probable areas of responsibility for each. Indicate the percentage of his/her time that each would be available to assist CRRA. Provide a description of the background and experience of each.
5. Specifically identify your firm's business relationships where CRRA was a direct or indirect participant.

6. Specifically identify your firm's affiliation in any business relationships where Covanta or Wheelabrator, or any of their affiliates, were direct or indirect participant(s).
7. Identify any activities, relationships or contracts involving your firm or individuals in your firm that may create conflicts or potential conflicts of interest with CRRA.
8. Provide a copy of your firm's up-to-date certificate of insurance showing all current insurance coverage.
9. Provide three references (include contact name, email address and phone number) that CRRA may call, with respect to your capabilities.

**REQUEST FOR QUALIFICATIONS
FOR
ACCOUNTING / FINANCE SERVICES**

SECTION 6

**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 DECD as a Certified Small Business? <i>If you answered "Yes" to Question 2A, please provide a copy of your Set-Aside Certificate.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a MWDP Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4. If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor registered with DECD as a MWDP Small Business?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5. If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the 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
DECD	-	State of Connecticut Department of Economic and Community Development
MWDP	-	Minority/Women/Disabled Person

FOOTNOTE

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

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

1. Has been doing business and has maintained its principal place of business in the State for a period of at least one year immediately preceding the 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
ACCOUNTING / FINANCE SERVICES**

**SECTION 7
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:

- I am over eighteen (18) years of age and believe in the obligations of an oath;
- _____ (firm name) seeks to enter into the "Agreement" which is the subject of this Request For Bids/Proposals/Qualifications with the Connecticut Resources Recovery Authority; and
- All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

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

(Attach additional copies of this page as necessary.)

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

- 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 QUALIFICATIONS
FOR
ACCOUNTING / FINANCE SERVICES**

SECTION 8

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 QUALIFICATIONS
FOR
ACCOUNTING / FINANCE SERVICES**

**SECTION 9
NOTICE OF AWARD**

NOTICE OF AWARD

TO:

PROJECT(S):

CONTRACT NUMBER: _____

CONTRACT FOR: Accounting / Finance Services

The Connecticut Resources Recovery Authority ("CRRA") has considered the Proposal submitted by you dated _____, 2007 in response to CRRA's Notice To Firms – Request For Qualifications for the above-referenced Services, which Services are more particularly described in the Accounting / Finance Services Agreement (the "Services").

You are hereby notified that your Proposal 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 along with the requisite certificates of insurance; 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 QUALIFICATIONS
FOR
ACCOUNTING / FINANCE SERVICES**

SECTION 10

**ACCOUNTING / FINANCE SERVICES
AGREEMENT**

ACCOUNTING / FINANCE SERVICES AGREEMENT

This **ACCOUNTING / FINANCE SERVICES AGREEMENT** (the "Agreement") is made and entered into as of this 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, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 ("CRRA") and [NAME OF FIRM], having a principal place of business at [ADDRESS OF FIRM] ("Consultant").

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PRELIMINARY STATEMENT

WHEREAS, CRRA is the owner or lessee of certain pieces and parcels of real property located throughout the State of Connecticut (collectively, the "Properties") upon which Properties CRRA owns and operates various solid waste management and/or disposal facilities (collectively, the "Facilities"); and

WHEREAS, CRRA now desires to enter into this Agreement in order to have Consultant render certain independent accounting / finance services for CRRA in accordance this Agreement;

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

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

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

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any

- (e) computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (f) 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;
- (g) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (h) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (i) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

2. SCOPE OF WORK

2.1 Independent Accounting / Finance Services

CRRA retains Consultant to render certain independent accounting / finance services to CRRA 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.

2.2 Direction of Services

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

2.3 Performance And Completion Of Work

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

- (a) Any and all instructions, guidance and directions provided by CRRA to Consultant;
- (b) The Contract Documents;
- (c) Sound accounting / finance practices;
- (d) The highest prevailing applicable professional and industry standards;

- (e) All Laws And Regulations; and
- (f) Any Request (as hereinafter defined) pursuant to which such Services are rendered.

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

2.4 Lobbying And Paying Finder's Fees

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

2.5 Access

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

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

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

2.6 Authorized Representative Of CRRA

Consultant will only perform Services upon request from an Authorized Representative of CRRA. For purposes of this Agreement, the terms "Authorized Representative of CRRA" or "Authorized Representative" shall mean CRRA's President (the "President"), 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.

2.7 Specific Services Request For 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.

2.8 Progress Reports

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

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

2.9 Confidential Work Product

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

CRRA. However, Consultant acknowledges that CRRA is subject to the Connecticut Freedom of Information Act and CRRA must disclose certain documents in accordance with said statutes.

2.10 Restrictions On Parties

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

3. COMPENSATION AND PAYMENT

3.1 Compensation Schedule

Consultant shall be paid by CRRA for the services rendered and expenses incurred under this Agreement on the basis set forth on Exhibit C attached hereto and made a part hereof.

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 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. 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.