



**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

**REQUEST FOR QUALIFICATIONS (“RFQ”)  
FOR  
MUNICIPAL GOVERNMENT ADVISOR SERVICES  
(RFQ Number 2007PA001)**

**PROPOSAL DUE DATE  
AUGUST 1, 2007**

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

**June 25, 2007**

**REQUEST FOR QUALIFICATIONS**  
**For**  
**MUNICIPAL GOVERNMENT ADVISOR SERVICES**

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

June 25, 2007

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**REQUEST FOR QUALIFICATIONS  
FOR  
MUNICIPAL GOVERNMENT ADVISOR SERVICES**

**SECTION 1**

**NOTICE TO INDIVIDUALS/FIRMS – REQUEST  
FOR QUALIFICATIONS**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**NOTICE TO INDIVIDUALS/FIRMS – REQUEST FOR**  
**QUALIFICATIONS**

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

CRRA is requesting submission of “statements of qualifications” (“proposals”) from individuals and firms interested in providing CRRA with municipal government advisor services for a one year period from October 1, 2007 through September 30, 2008, with CRRA having two one-year options to extend the term of the Agreement. In order to qualify to provide the services, proposers must have experience in providing municipal government advisor services.

Request for Qualifications (“RFQ”) package documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m., at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning **Monday, June 25, 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 RFQ should submit a Notice Of Interest Form to CRRA by Monday, July 9, 2007. The Notice Of Interest Form is available on CRRA’s web site along with the other RFQ documents.

**Sealed proposals in response to this RFQ must be received at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Eastern Time, on Wednesday, August 1, 2007.**

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

All questions regarding this RFQ must be submitted in writing to Paul Nonnenmacher, Director of Public Affairs, by e-mail ([pnonnenmacher@crra.org](mailto:pnonnenmacher@crra.org)), by fax ((860) 727-4141), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than **3:00 p.m. on Wednesday, July 18, 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. Nonnenmacher.

**REQUEST FOR QUALIFICATIONS  
FOR  
MUNICIPAL GOVERNMENT ADVISOR SERVICES**

**SECTION 2**

**INSTRUCTIONS TO INDIVIDUALS/FIRMS**

**INSTRUCTIONS TO INDIVIDUALS/FIRMS**  
**MUNICIPAL GOVERNMENT ADVISOR SERVICES**

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**1. Introduction**

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

CRRA’s relationships with the communities in which its facilities are located (“host communities”) are very important to CRRA and the accomplishment of its statutory mission. From time to time, CRRA requires the services of a consultant to assist it in planning for and implementing interactions with its host communities and for other activities related to its host communities.

CRRA is requesting proposal of statements of qualifications (“proposals”) from qualified individuals and firms to assist CRRA in its interactions with its host communities. The services will be provided from October 1, 2007 through September 30, 2008 with CRRA having, at its sole discretion, the option of extending the Agreement for two additional one-year terms.

CRRA will reimburse the successful proposer(s) on a time and materials basis with a not-to-exceed price for particular Services established in the Request For Services (see Section 15 of this Instructions To Individuals/Firms) under which said Services are provided. CRRA has provided the opportunity in the Payment Rate Schedule Form for a proposer to propose an alternate payment method. If a proposer proposes an alternate payment method, CRRA will, in its sole and absolute discretion decide whether or not to employ the proposed alternate payment method should the proposer’s proposal be selected for the Services.

## 2. RFQ Projected Timeline

The following is the projected timeline for the RFQ process:

ITEM	DATE
RFQ Formally Announced	Monday, June 25, 2007
Notice of Interest Forms Due at CRRA	Monday, July 9, 2007
Deadline for Written Questions	Wednesday, July 18, 2007
Response to Written Questions	No Later Than Friday, July 27, 2007
Proposals Due at CRRA	Wednesday, August 1, 2007
Interviews	August 13 through August 17, 2007
Selection and Notice of Award Issued	Friday, September 28, 2007
Effective Date of Agreement	October 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.

### 3. Definitions

As used in this Instructions To Individuals/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) Municipal Government Advisor Services Agreement (the "Agreement");
  - (2) Notice To Individuals/Firms – Request For Qualifications;
  - (3) Instructions To Individuals/Firms;
  - (4) Proposal Form;
  - (5) Payment Rate Schedule Form;
  - (6) References Form;
  - (7) Issues And Questions To Be Addressed;
  - (8) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
  - (9) Affidavit Of Third Party Fees;
  - (10) Background Questionnaire;
  - (11) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
  - (12) Addenda;
  - (13) 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-proposal documentation submitted prior to the Notice Of Award);
  - (14) Notice Of Award; and,
  - (15) 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 Individuals/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 Individuals/Firms, during the period while the RFQ process is active (i.e., from the date CRRA issues the RFQ until the date the successful proposer accepts the Notice Of Award), potential and actual proposers 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.

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

The Services to be performed under the Agreement are more particularly described in **Exhibit A** of the Agreement. Specific instructions about how the Services are to be performed are included in the Agreement. Requests for Services will be solicited, at CRRA's discretion, from the successful proposer(s) for specific work to be performed during the term of the Agreement.

Unless otherwise specifically indicated in a proposer's proposal, CRRA will assume that such proposer is willing to perform all of the Municipal Government Advisor Services set forth in the Contract Documents.

The term of the Agreement shall be for a one year period, from October 1, 2007 through September 30, 2008. CRRA shall have two divisible one-year options to extend the term of the Agreement, both exercisable at CRRA's sole and absolute discretion.

#### **6. RFQ Package Documents**

This RFQ package consists of the following documents:

1. Notice To Individuals/Firms – Request For Qualifications;
2. Instructions To Individuals/Firms;
3. Notice Of Interest Form
4. Proposal Form;
5. Payment Rate Schedule Form;
6. References Form;
7. Issues And Questions To Be Addressed;
8. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
9. Affidavit Of Third Party Fees;
10. Background Questionnaire;
11. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
12. Notice Of Award;

13. Municipal Government Advisor Services Agreement, including:
  - A. Scope Of Services;
  - B. Request For Services Standard Format;
  - C. Compensation Schedule;
  - D. CRRA Travel And Expense Policy;
  - E. Monthly Bill Format; and
  - F. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban.

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, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning Monday, June 25, 2007.

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

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

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 individuals and firms that are interested in this RFQ to submit a Notice Of Interest Form to CRRA as early as they can. Forms should be submitted no later than Monday, July 9, 2007. CRRA will directly provide Addenda and any other information related to this RFQ 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 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 in writing to Paul Nonnenmacher, Director of Public Affairs, by e-mail (pnonnenmacher@crra.org), by fax ((860) 727-4141), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., on Wednesday, July 18, 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 submitted a Notice Of Interest Form (see Section 7, above) to CRRA for this 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.**

## 9. Proposal Submission Procedures

**Sealed proposals in response to this RFQ must be submitted no later than 3:00 p.m., Eastern Time, Wednesday, August 1, 2007** at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Paul Nonnenmacher. CRRA reserves the right to reject proposals received after the time and date set forth above.

**Each individual/firm submitting a proposal must submit one (1) original and five (5) copies of its proposal.**

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

Each proposal (the original and the five copies) shall be enclosed in a sealed envelope that shall be clearly marked "Proposal for Municipal Government Advisor Services."

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

**The terms and conditions of the Agreement (Section 13 of this RFQ), as attached, are non-negotiable. Any potential 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 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 12.2(e) of this Instructions To Individuals/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);
- (d) The completed References Form (Pages 6-1 through 6-2);
- (e) Answers to the Issues And Questions To Be Addressed (the answer to each question must begin on a new page) (Page 7-1);
- (f) 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);
- (g) The completed Affidavit Of Third Party Fees (subscribed and sworn before a Notary Public or Commissioner of the Superior Court); and
- (h) The completed Background Questionnaire (subscribed and sworn before a Notary Public or Commissioner of the Superior Court).

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

The entire proposal shall not exceed fifty (50) 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 the individual(s) who would be assigned to work with CRRA (see Question 2 of the Issues And Questions To Be Addressed (Page 7-1). 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 RFQ 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) The experience, qualifications and skills of the individual(s) who would be assigned to work with CRRA;
- (b) The demonstrated skill, ability and integrity of the individual(s) to perform the Services required by the Contract Documents;
- (c) The proposer's experience as a municipal government advisor consultant, particularly its experience as a consultant for governmental entities in Connecticut;
- (d) The references for the proposer;
- (e) Price; 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 8 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 Oc-

cupational Health And Safety (Section 8 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 8 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 10(e) of this Instructions To Individuals/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 Individuals/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 August 13 through August 17, 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 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.

### **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 QUALIFICATIONS  
FOR  
MUNICIPAL GOVERNMENT ADVISOR SERVICES**

**SECTION 3**

**NOTICE OF INTEREST FORM**

## NOTICE OF INTEREST FORM

Individuals and firms that have an interest in the Connecticut Resources Recovery Authority (“CRRA”) solicitation listed below are encouraged to submit this Notice Of Interest Form to CRRA as early as they can. Forms should be submitted no later than the date specified below. 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:	<b>Request for Qualifications for Municipal Government Advisor Services</b>
Form Due Date:	<b>Monday, July 9, 2007</b>

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

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

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

CRRA Contact:	<b>Paul Nonnenmacher, Director of Public Affairs</b>
E-Mail Address:	<b><u><a href="mailto:pnonnenmacher@crra.org">pnonnenmacher@crra.org</a></u></b>
Fax Number:	<b>(860) 727-4141</b>
Correspondence Address:	<b>Connecticut Resources Recovery Authority 100 Constitution Plaza, 6<sup>th</sup> Floor Hartford, CT 06103</b>

**REQUEST FOR QUALIFICATIONS  
FOR  
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**SECTION 4  
PROPOSAL FORM**

# PROPOSAL FORM

**PROJECT:** Dependent on individual RFSs

**CONTRACT NUMBER:** \_\_\_\_\_ (To be filled in later by CRRA)

**CONTRACT FOR:** Municipal Government Advisor Services

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

## 1. DEFINITIONS

Unless otherwise defined herein, all terms that are not defined and used in this 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 Qualifications, Instructions To Individuals/Firms, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for ninety (90) 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 and/or Attachments 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 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 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) 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; and
- (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 RFQ in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Services.

**7. 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 Proposal or other submittal to CRRA in connection with this RFQ.

**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 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.

## **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. PROPOSER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

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

## **13. ATTACHMENTS**

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

- (a) The completed Payment Rate Schedule Form;
- (b) The completed References Form;
- (c) 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;
- (d) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health and Safety, which has been completely filled out by the Proposer;
- (e) 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
- (f) Background Questionnaire, which has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court.

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

**REQUEST FOR QUALIFICATIONS  
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**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.

The Connecticut Resources Recovery Authority (“CRRA”) will reimburse the successful Proposer on a time and materials basis with a not-to-exceed price for particular Services established in the Request For Services under which Services are provided.

On Page 5-2, Proposer must list the hourly billing rates for each staff level of personnel who will be assigned to work with CRRA.

Proposer must provide on Page 5-3 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.

If Proposer wishes to propose an alternate payment method, in addition to provide the information required on Pages 5-2 and 5-3, Proposer must provide on Page 5-4 a description of the alternate method including the amounts that would be paid in the contract period (October 1, 2007 through September 30, 2008) and each potential contract period (October 1, 2008 through September 30, 2009 and October 1, 2009 through September 30, 2010). Proposer must also provide an explanation of why the method proposed by the Proposer is preferable to one proposed in the Contract Documents. If a successful proposer has proposed an alternate payment method, CRRA will, in its sole and absolute discretion, decide whether or not to employ the proposed alternate payment method.





**PROPOSED ALTERNATE PAYMENT METHOD**

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**SECTION 6**

**REFERENCES FORM**

# REFERENCES FORM

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

## REFERENCE 1

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

## REFERENCE 2

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

**REFERENCE 3**

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

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**SECTION 7**

**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 the proposer including, but not limited to, a brief history of the proposer, an indication of the number of employees of the proposer, a list of the number and locations of the proposer's offices and an overview of the proposer's principal lines of work.
2. Identify the individual(s) who would be assigned to work with CRRA. Describe the experience of such individual(s) as a municipal government advisor. In particular, describe such individual's experience as a municipal government advisor for governmental entities in Connecticut. Provide a brief description of the individual's background. If more than one individual would be assigned to work with CRRA, indicate their probable areas of responsibility. As an appendix to the proposal, provide a brief resume (no longer than four pages) of such individual(s).
3. Provide a summary of the key strengths and qualifications of the individual(s) identified above to serve as a municipal government advisor for CRRA.
4. Disclose any material assignments, relationships or other employment that the proposer or any employee of the proposer has with any member of CRRA's past or present Board of Directors, any CRRA employee, any Connecticut municipality, any other governmental entity or any other persons or entities that may create a conflict of interest or the appearance of a conflict of interest in serving as the municipal government advisor to CRRA.
5. Provide a copy of the proposer's up-to-date certificate of insurance showing all current insurance coverage.

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**SECTION 8  
QUESTIONNAIRE CONCERNING AFFIRMATIVE  
ACTION, SMALL BUSINESS CONTRACTORS  
AND OCCUPATIONAL HEALTH AND SAFETY**



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

Because CRRA is a political subdivision of the State of Connecticut, it is required by various statutes and regulations to obtain background information on prospective contractors prior to entering into a contract. The questions below are designed to assist CRRA in procuring this information. Many of the questions are required to be asked by RCSA 46a-68j-31. For the purposes of this form, "Contractor" means Bidder or Proposer, as appropriate.

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

## LIST OF ACRONYMS

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

## FOOTNOTE

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

## SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

## CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

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**SECTION 9  
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 Municipal Government Advisor Services Agreement (the "Agreement") 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 <u>AND</u> Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee <sup>1</sup>

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

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

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

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

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

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

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



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

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

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

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

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



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

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

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?

*If you answered "Yes" to Question 5, on a separate sheet of paper please explain.*

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

## SEEC FORM 11

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

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

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

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

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

#### **Duty to Inform**

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

#### **Penalties for Violations**

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

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

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

#### **Contract Consequences**

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**REQUEST FOR QUALIFICATIONS  
FOR  
MUNICIPAL GOVERNMENT ADVISOR SERVICES**

**SECTION 12  
NOTICE OF AWARD**

## NOTICE OF AWARD

TO:

**PROJECT(S):**                    Dependent on RFS

**CONTRACT NUMBER:** \_\_\_\_\_

**CONTRACT FOR:**            Municipal Government Advisor 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 Qualifications for the above-referenced Services, which Services are more particularly described in the Municipal Government Advisor 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; 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