



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

**FOR**

**ECONOMIC ADVISORY SERVICES  
(RFQ Number 13-FA-001)**

**STATEMENT OF QUALIFICATIONS DUE DATE  
DECEMBER 20, 2012**

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

**October 29, 2012**

**REQUEST FOR QUALIFICATIONS**  
**For**  
**ECONOMIC ADVISORY SERVICES**  
**(RFQ Number 13-FA-001)**

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

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**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 1**

**NOTICE TO FIRMS –  
REQUEST FOR QUALIFICATIONS**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO FIRMS – REQUEST FOR QUALIFICATIONS

CRRA is a quasi-public entity, a body politic and corporate, created pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). CRRA has the responsibility for developing and implementing environmentally sound solutions and best practices for solid waste disposal and recycling on behalf of, and in the best interests of the municipalities and residents of the State of Connecticut. CRRA oversees a statewide network of three regional waste-to-energy systems, a single-stream recycling facility, five transfer stations, and five landfills.

CRRA is requesting qualifications from qualified firms (including individuals) interested in providing certain economic advisory services for CRRA from **March 1, 2013 through February 28, 2016**. Such services include, but not limited to: financial and economic evaluation with regard to long-term strategic planning of CRRA; market information on other comparable solid waste authorities; market information on innovations within the solid waste field; market information and evaluations of alternative financial options; business plan modeling; cash investment advisory services; financial feasibility analyses analysis of state and federal laws and regulations relative to solid waste management and municipal bonds, and market information regarding municipal financing including swaps, forwards, refundings and other structures.

Request For Qualifications ("RFQ") package documents may be obtained on the World Wide Web at <http://www.crra.org> under the "Business Opportunities" page beginning **Monday, October 29, 2012**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance.

CRRA encourages firms interested in this RFQ to submit a Notice Of Interest Form to CRRA. The Notice Of Interest Form is available on CRRA's web site along with the other RFQ documents. While not mandatory, CRRA will use the information provided on the Form to notify prospective consultants about the availability of addenda and other information related to the RFQ.

**Sealed SOQs must be received at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Thursday, December 20, 2012.** SOQs received after the time and date set forth above shall be rejected. All SOQs shall remain open for one hundred twenty (120) days after the SOQ due date.

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

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.

All questions regarding this RFP must be submitted **in writing** to Roger Guzowski, Contract and Procurement Manager, by e-mail ([rguzowski@crra.org](mailto:rguzowski@crra.org)) by fax (860) 757-7742, or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than **Thursday, December 6, 2012**. Any firm considering submitting a statement of qualifications is prohibited from having any communications about this RFP or any resulting contract with any CRRA staff member or CRRA Board member except Mr. Guzowski.

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 2**

**INSTRUCTIONS TO FIRMS**

# INSTRUCTIONS TO FIRMS

## ECONOMIC ADVISORY SERVICES

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#### 1. Introduction

CRRA is a quasi-public entity, a body politic and corporate, created pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). CRRA has the responsibility for developing and implementing environmentally sound solutions and best practices for solid waste disposal and recycling on behalf of, and in the best interests of the municipalities and residents of the State of Connecticut. CRRA oversees a statewide network of three regional waste-to-energy systems, a single-stream recycling facility, five transfer stations, and five landfills.

CRRA requires the services of a qualified economic advisory firm (or individual) to provide economic advisory services from time to time as specifically requested by CRRA. Such services include, but are not limited to, financial and economic evaluation with regard to long-term strategic planning; market information on other comparable solid waste authorities; market information on innovations within the solid waste field; market infor-

mation and evaluations of alternative financial options; business plan modeling; cash investment advisory services; financial feasibility analyses analysis of state and federal laws and regulations relative to solid waste management and municipal bonds, and market information regarding municipal financing including swaps, forwards, refundings and other structures.

## 2. RFQ Projected Timeline

The following is the projected timeline for the RFQ process:

ITEM	DATE
RFQ Documents Available	Monday, October 29, 2012
Deadline for Written Questions	3:00 p.m., December 6, 2012
Response to Written Questions	No Later Than Thursday, December 13, 2012
SOQs Due at CRRA	3:00 p.m., Thursday December 20, 2012
Selection and Notice(s) of Award Issued	Pending approval by the CRRA Board of Directors (expected to be presented to the Board for approval at the January Board Meeting).

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

## 3. Definitions

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

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



5. Notice Of Award; and,
  6. Any written amendments to the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful SOQ submitter(s) that states that CRRA has accepted such SOQ submitter's SOQ and sets forth the remaining conditions that must be fulfilled by such SOQ submitter before CRRA executes the Agreement.
- (e) **RFQ Package Documents:**
1. Notice To Firms – Request For Statements of Qualification
  2. Instructions To Firms
  3. Notice of Interest Form
  4. Required Forms
    - 4.1. SOQ Form
    - 4.2. Payment Rate Schedule Form
    - 4.3. Business Information Form
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- Exhibit J. Contractor's Certification Concerning Gifts [to be executed by successful Proposer]
- Exhibit K. CRRA President's Certification Concerning Gifts

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

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

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

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

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

Specific services will be provided under the Agreement only pursuant to a Request For Services for such services. When CRRA identifies specific services to be performed by a economic advisory services consultant, it may, at its sole and absolute discretion, require that one or more of the successful SOQ submitters provide a detailed "scope of services" and estimates of the costs and time to perform such services. If CRRA chooses to have a successful SOQ submitter perform such services, the successful SOQ submitter will execute a Request For Services for such services in the form specified in **Exhibit B** to the Agreement.

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

The term of the Agreement shall be from **March 1, 2013 to February 28, 2016**.

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

Complete sets of the RFQ Package Documents may be obtained on the World Wide Web beginning Monday, September 24, 2012 at:

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

The RFQ Package Documents are in PDF format. All of the forms included in the documents are also available for downloading in Microsoft Word format at the same place on CRRA’s web site where the PDF of the RFQ is located. Prospective firms can fill the forms out by typing the answers on their computer’s keyboard. The forms can then be printed and submitted with the SOQ. CRRA encourages firms to make use of the downloaded Word forms.

The RFQ Package Documents are also available Monday through Friday, from 8:30 a.m. to 4:30 p.m. at CRRA’s offices, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at CRRA’s office. Payment should be made by check to “Connecticut Resources Recovery Authority.”

## 7. Notice Of Interest

CRRA encourages firms interested in this RFQ to submit a Notice Of Interest Form (Section 3 of the RFQ Package Documents) as soon as possible upon their receipt of the RFQ Package Documents. While submittal of a Notice Of Interest Form is not mandatory, CRRA will use the information provided on the forms to notify interested firms about the availability of Addenda and any other information related to this RFQ. Instructions for submitting the Form are included on the Form.

## 8. Addenda And Interpretations

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

Any request for interpretation or clarification of any documents included in the RFQ Package Documents must be **submitted in writing to Roger Guzowski by e-mail ([rguzowski@crra.org](mailto:rguzowski@crra.org)), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Thursday, November 29, 2012.**

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 7, above) or who picked up or requested from CRRA a printed copy of the RFQ Package Documents. Such addenda will also be posted on CRRA’s web site (<http://www.crra.org> on the “Business Opportunities” page under the “RFQ: Econom-

ic Advisory Services” heading). Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) business days before the SOQ due date.

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

## **9. SOQ Submission Procedures**

**Sealed SOQs in response to this RFQ must be submitted no later than 3:00 p.m., Eastern Time, Thursday, December 20, 2012** at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Roger Guzowski. CRRA reserves the right to reject SOQs received after the time and date set forth above.

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

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

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

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

## **11. Form Of The Agreement**

The form of the Agreement that CRRA intends to sign with successful SOQ submitters is enclosed as Section 6 of the RFQ Package Documents.

While it intends to enter into an agreement with one or more selected SOQ submitters, CRRA makes no guarantees that any SOQ will result in an Agreement. Further, CRRA reserves the right to reject any or all SOQ submissions and to award any Agreements in a manner deemed to be in its best interests.

The terms and conditions of the Agreement (Section 6 of the RFQ Package Documents), as attached, are non-negotiable, other than as set forth on the Business Exception Form (Section 4.12 of the RFQ package documents). Any potential SOQ submitter that will be unable to execute the Agreement, as attached, should not submit an SOQ.

## **12. Modification/Withdrawal Of An SOQ**

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

## **13. Joint SOQs**

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

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

## **14. SOQ Contents**

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

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

- (a) Title page, including the title of the solicitation, the name of the SOQ submitter and the date the SOQ is submitted;
- (b) Cover letter, signed by a person authorized to commit the SOQ submitter to the contractual arrangements with CRRA, which includes the following:
  - (1) The name of the SOQ submitter;
  - (2) The legal structure of the SOQ submitter (e.g., corporation, joint venture, etc.);
  - (3) A clear statement indicating that the attached SOQ constitutes a firm and binding offer by the SOQ submitter to CRRA considering the terms and conditions outlined in the RFQ and noting any technical exceptions taken thereto;
  - (4) A summary of the key strengths and qualifications of the SOQ submitter to serve as an economic advisory firm to CRRA; and

- (5) The SOQ submitter's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 16.3(e) of this Instructions To Firms);
- (c) Table of Contents for the SOQ submitter's SOQ (not the CRRA Table of Contents for the RFQ);
- (d) The entire Statement Of Qualifications Form (Section 4.1 of the RFQ Package Documents), with Addenda, if any, listed in the appropriate place (Page 2), the name and address of the contact for Notices listed in the appropriate place (Page 6) and the completed agreement page (Page 7);
- (e) The completed Payment Rate Schedule Form (Section 4.2 of the RFQ Package Documents);
- (f) The completed Business Information Form ( Section 4.3 of the RFQ Package Documents);
- (g) The completed Personnel Background And Experience Form ( Section 4.4 of the RFQ Package Documents);
- (h) The completed Business Disclosure Form ( Section 4.5 of the RFQ Package Documents);
- (i) The completed References Form ( Section 4.6 of the RFQ Package Documents);
- (j) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 4.7 of the RFQ Package Documents), with the SOQ submitter's most recent EEO-1 data attached if the SOQ submitter wishes such data to be considered in the evaluation of its SOQ;
- (k) The completed Affidavit Concerning Nondiscrimination (Section 4.8 of the RFQ Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (l) The completed Affidavit Of Third Party Fees (Section 4.9 of the RFQ Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (m) The completed Background Questionnaire (Section 4.10 of the RFQ Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court); and
- (n) A copy of the SOQ submitter's up-to-date certificate of insurance showing all current insurance coverage.

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

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

## **15. SOQ Opening**

SOQs will be opened at CRRA's convenience on or after the SOQ due date.

**CRRA reserves the right to reject any or all of the SOQs, or any part(s) thereof, and/or to waive any informality or informalities in any SOQ or the RFQ process.**

## **16. SOQ Evaluation**

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

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

### **16.1 Evaluation Criteria**

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

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

### **16.2 Additional Evaluation Criteria**

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

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

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

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

- (a) The SOQ submitter's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 4.7 of the RFQ Package Documents));
- (b) The SOQ submitter's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 4.7 of the RFQ Package Documents));
- (c) The SOQ submitter's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 4.7 of the RFQ Package Documents));
- (d) The SOQ submitter's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 14(j) of this Instructions To Firms); and
- (e) The SOQ submitter's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 14(b)(5) of this Instructions To Firms).

### **17. Contract Award**

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



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

## **18. Requests For Services**

Following the execution of the Agreement and the satisfaction of all other conditions by the successful SOQ submitter(s), the successful SOQ submitter(s) may be required on an as-needed basis to provide a detailed scope of services and estimates of the costs and time to perform such Services as to specific projects occurring during the term of the Agreement. If CRRA chooses to have such SOQ submitter(s) perform such services, such SOQ submitter(s) will, at CRRA's sole and absolute discretion, execute a Request For Services in the form outlined in **Exhibit B** to the Agreement.

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

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful SOQ submitter(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFQ and the date the Agreement is executed. If the apparently successful SOQ submitter(s) does not execute the Certification, it will be disqualified for the Agreement. The dates between which the SOQ submitter may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice of Award included in this RFQ (see Exhibit J of the Form of the Agreement - Section 6J of the RFQ Package Documents).

## **20. SOQ Submitter's Qualifications**

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

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

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

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 3**

**NOTICE OF INTEREST FORM**



# 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. Request For Bids/Proposals/Qualifications documents and other information released by CRRA related to the solicitation will be directly provided to those firms that have submitted this Form to CRRA by the Form Due Date.

Solicitation:	<b>Economic Advisory Services</b>
RFQ Number:	<b>13-FA-001</b>

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

Name of Individual/Firm:	
Name of Contact Person:	
Title of Contact Person:	
Mailing Address 1:	
Mailing Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

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

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

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

**SECTION 4**

**REQUIRED STATEMENT OF QUALIFICATIONS  
FORMS**

**Includes:**

- 5.1 Statement of Qualifications Form**
- 5.2 Payment Rate Schedule Form**
- 5.3 Business Information Form**
- 5.4 Personnel Background and Experience Form**
- 5.5 Business Disclosure Form**
- 5.6 References Form**
- 5.7 Questionnaire Concerning Affirmative Action**
- 5.8 Affidavit Concerning Non-Discrimination**
- 5.9 Affidavit Of Third Party Fees**
- 5.10 Background Questionnaire**
- 5.11 SEEC Form 11**
- 5.12 Business Exception Form**



## STATEMENT OF QUALIFICATIONS FORM

**PROJECT:** General

**RFQ NUMBER:** 13-FA-001

**CONTRACT FOR:** Economic Advisory Services

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

### 1. DEFINITIONS

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

### 2. TERMS AND CONDITIONS

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

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

- (a) Execute and deliver to CRRA the two attached counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) Execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (e) Satisfy all other conditions of the Notice Of Award.

**3. SOQ SUBMITTER’S OBLIGATIONS**

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

- (a) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this SOQ and in accordance with the terms and conditions of the Contract Documents and Agreement;
- (b) At the request of CRRA and if the successful SOQ Submitter qualifies, to apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

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

In submitting this SOQ, SOQ Submitter acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFQ Package Documents, are non-negotiable, other than as set forth on the Business Exception Form (Section 4.12 of the RFQ Package Documents) and SOQ Submitter is willing to and shall, if CRRA accepts its SOQ for the Services and issues a Notice Of Award to SOQ Submitter, execute such Agreement. However, CRRA reserves the right to negotiate with SOQ Submitter over SOQ Submitter’s rates for the Services submitted on its SOQ Price And Payment Rate Schedule Form.

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

In submitting this SOQ, the SOQ Submitter represents that:

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

Addendum Number	Date Issued

- (b) Without exception the SOQ is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) The SOQ Submitter is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- (d) The SOQ Submitter has studied and carefully correlated the SOQ Submitter's knowledge and observations with the Contract Documents and such other related data;
- (e) The SOQ Submitter has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that the SOQ Submitter has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to the SOQ Submitter;
- (f) If the SOQ Submitter has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that the SOQ Submitter has discovered in the Contract Documents, such failure shall be deemed by both the SOQ Submitter and CRRA to be a waiver to assert these issues and claims in the future;
- (g) The SOQ Submitter is aware of the general nature of work to be performed by CRRA and others that relates to the Services for which this SOQ is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by the SOQ Submitter of all terms and conditions for performing, furnishing and completing the Services for which this SOQ is submitted.

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

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

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

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

Agreement, nor shall the SOQ Submitter include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The SOQ Submitter represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any SOQ or other submittal to CRRA in connection with this RFQ.

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

In submitting this SOQ, the SOQ Submitter:

- (a) Recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with the SOQ Submitter's SOQ is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that the SOQ Submitter or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

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

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

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



## **10. SOQ SUBMITTER'S REPRESENTATIONS CONCERNING RFQ FORMS**

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

## **11. SOQ SUBMITTER'S WAIVER OF DAMAGES**

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

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

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

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 4.11 [SEEC Form 11] of the RFQ Package Documents.

## **13. ATTACHMENTS**

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

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

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

**14. NOTICES**

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

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

**15. ADDITIONAL REPRESENTATION**

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

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 2012

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



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

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

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

**1. Billing Rates**

In the Billing Rates Table on Page 2, the SOQ submitter must list staff level, name, title and hourly billing rate for each professional who would be assigned to work with CRRA. Only the professionals listed here will be authorized to work on CRRA matters unless other professionals are specifically authorized by CRRA. If the SOQ submitter has discounted rates for government entities, such as CRRA, those rates should be listed. Indicate on an attached sheet any other specialized billing arrangements you will make available to CRRA.

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

**2. Ancillary Services Rates**

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

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

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

Staff Level	Name and Title	Hourly Rates		
		Year 1 (03/01/13 – 02/28/14)	Year 2 (03/01/14 – 02/29/15)	Year 3 (03/01/15 – 02/28/16)

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

Ancillary Service	Rates		
	Year 1 (03/01/13 – 02/28/14)	Year 2 (03/01/14 – 02/29/15)	Year 3 (03/01/15 – 02/28/16)
Drafting			
Word Processing			
Copying (Per Page)			
Computer Time			
Travel in SOQ Submitter-Owned Vehicle (Per Mile)			
<b>Any Other Services For Which You Routinely Bill (List Below)</b>			



# BUSINESS INFORMATION FORM

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

**1. SOQ SUBMITTER INFORMATION**

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

**2. BACKGROUND AND EXPERIENCE**

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

[Empty response area for background and experience]



**3. KNOWLEDGE AND EXPERIENCE**

For each of the major categories of economic advisory services that are listed below and that are specified in the Scope Of Services (**Exhibit A** of the Agreement), provide a brief description of the SOQ Submitter's degree of knowledge and experience. CRRRA does not require an SOQ submitter it selects to have expertise in all of the areas specified in the Scope Of Services. CRRRA may select an SOQ submitter pursuant to this RFQ just because it has expertise in one of the subcategories of services listed below and specified in the Scope Of Services.

<b>A. FINANCIAL AND ECONOMIC EVALUATION WITH REGARD TO LONG-TERM STRATEGIC PLANS</b>

<b>B. PROVIDING MARKET INFORMATION ON OTHER COMPARABLE SOLID WASTE AUTHORITIES</b>

<b>C. PROVIDING MARKET INFORMATION ON INNOVATIONS WITHIN THE SOLID WASTE FIELD</b>

<b>D. RECOMMENDING AND EVALUATING ALTERNATIVE FINANCIAL OPTIONS</b>

<b>E. BUSINESS PLAN MODELING</b>

<b>F. CASH INVESTMENT ADVISORY SERVICES</b>

<b>G. FINANCIAL FEASIBILITY ANALYSIS</b>

<b>H. ANALYSIS OF STATE AND FEDERAL LAWS AND REGULATIONS RELATIVE TO SOLID WASTE MANAGEMENT AND MUNICIPAL BONDS</b>

**4. CURRENT OPPORTUNITIES**

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

[Empty response area for describing current opportunities in the finance area.]



## **PERSONNEL BACKGROUND AND EXPERIENCE FORM**

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

In completing the forms below, please note the following:

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

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

**PROFESSIONAL 1**

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

**PROFESSIONAL 2**

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



**PROFESSIONAL 3**

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

**PROFESSIONAL 4**

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



**BUSINESS DISCLOSURE  
FORM**

SQ Submitter (hereinafter referred to as "Consultant") must provide the information requested in the following sections/tables.

**1. CONFLICTS OF INTEREST**

In the table below, disclose any material assignments, relationships or other employment that the Consultant or any employee of the Consultant has with any member of CRRA's past or present Board of Directors, any CRRA employee, governmental entity, or other person or entities that may create a conflict of interest or the appearance of a conflict of interest in providing to CRRA the Services that are the subject of this solicitation.

[Attach Additional Pages If Necessary]

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**2. CONFLICT OF INTEREST MEASURES**

In the table below, discuss any measures that the Consultant either has in place or would take to identify, disclose and resolve any possible conflicts of interest.

[Attach Additional Pages If Necessary]

--

**3. BUSINESS WITH MAJOR CRRA CURRENT AND FORMER CONTRACTORS**

In the table below, disclose any services similar to the Services that are the subject of this solicitation that the Consultant has provided to any of the following major CRRA current and former contractors. Place a check in the box for any such contractor for which the Consultant has provided the services. If the Consultant has provided any such services, provide a summary description of the services provided.

Having provided the services similar to the Services that are the subject of this solicitation to one or more of the contractors listed below does not disqualify a Consultant from consideration under this solicitation.

[Attach Additional Pages If Necessary]

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



**REFERENCES FORM**

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

**REFERENCE 1**

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

**REFERENCE 2**

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

**REFERENCE 3**

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



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

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

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

### LIST OF ACRONYMS

- RCSA – Regulations of Connecticut State Agencies
- CHRO – State of Connecticut Commission on Human Rights and Opportunities
- DAS – State of Connecticut Department of Administrative Services

### FOOTNOTES

- <sup>1</sup> If the Contractor answered “yes” to Question 2A and/or 3A, Contractor must attach a copy of its DAS Set-Aside Certificate to this Questionnaire.
- <sup>2</sup> If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds Fifty Thousand Dollars (\$50,000.00) in any fiscal year, and the Contractor has fifty (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 BUSINESS ENTERPRISE

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

1. Has been doing business under the same ownership or management and has maintained its principal place of business in the Connecticut for at least one year immediately prior to the issuance of the Request For Bids/ Proposals/Qualifications;
2. Has had gross revenues not exceeding fifteen million dollars (\$15,000,000) during its most recent fiscal year; and
3. At least 51% of the ownership of the Contractor is held by a person(s) who exercises the operational authority over daily affairs of the business and has the power to direct policies and management and receives beneficial interests of the business.

### SCHEDULE B CRITERIA FOR A MINORITY OWNED BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Minority Owned Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Business Enterprise;
2. At least 51% of the ownership of the Contractor by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies and receives the beneficial interests of the business;
3. A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

### CONNECTICUT GENERAL STATUTES SECTION 46a-68b

As used in this section and sections 4a-60, 4a-60a, 4a-60g, 4a-62, 46a-56 and 46a-68c to 46a-68k, inclusive: "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.





**AFFIDAVIT CONCERNING  
NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes follow.

**Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.**

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
  - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

**Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.**

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
  - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;



# AFFIDAVIT OF THIRD PARTY FEES

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
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

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.***



**BACKGROUND QUESTIONNAIRE**

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

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

	Yes	No
<p>1. Has the Consultant or any of the following ever been the subject of a <b>criminal</b> investigation?</p> <p>(a) A principal of the Consultant;                      (b) An owner of the Consultant;                      (c) An officer of the Consultant;                      (d) A partner in the Consultant;                      (e) A director of the Consultant; or                      (f) A stockholder of the Consultant holding 50% or more of the stock of the Consultant.</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 1B 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>1B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 1B, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 1B, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

<p>2. Has the Consultant or any of the following ever been the subject of a <b>civil</b> investigation<sup>1</sup>?</p> <p>(a) A principal of the Consultant;          (b) An owner of the Consultant;          (c) An officer of the Consultant;          (d) A partner in the Consultant;          (e) A director of the Consultant; or          (f) A stockholder of the Consultant holding 50% or more of the stock of the Consultant.</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; the status of the investigation; and the outcome 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 any of the following has an ownership interest of 50% or more in such entity ever been the subject of a <b>criminal</b> investigation?</p> <p>(a) A principal of the Consultant;          (b) An owner of the Consultant;          (c) An officer of the Consultant;          (d) A partner in the Consultant;          (e) A director of the Consultant; or          (f) A stockholder of the Consultant.</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 3B 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>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> The phrase "civil investigation" means an investigation undertaken by a governmental entity (e.g., federal, state or municipal) that has investigative and enforcement authority (e.g., the Office of the Connecticut Attorney General, the Connecticut Ethics Commission, the Connecticut Elections Enforcement Commission, the federal Securities and Exchange Commission).

<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a <b>civil</b> investigation<sup>1</sup>?</p> <p>(a) A principal of the Consultant;          (b) An owner of the Consultant;          (c) An officer of the Consultant;          (d) A partner in the Consultant;          (e) A director of the Consultant; or          (f) A stockholder of the Consultant.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 and, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation..</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Consultant or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p>(a) A principal of the Consultant;          (b) An owner of the Consultant;          (c) An officer of the Consultant;          (d) A partner in the Consultant;          (e) A director of the Consultant; or          (f) A stockholder of the Consultant holding 50% or more of the stock of the Consultant.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

**CERTIFICATION**

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

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

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

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

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

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

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

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

**SEEC FORM 11**

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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



Definitions:

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

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

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public

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

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

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

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

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



**BUSINESS EXCEPTION  
FORM**

Using this form (add additional sheets of paper as needed), SOQ Submitter (hereinafter collectively referred to as “Consultant”) shall identify any portion of the Work required or described in the RFQ Package Documents, or any provision of the Agreement that Contractor desires to take exception to, including insurance, if any.

Contractor shall be specific regarding any exceptions listed. Contractor shall describe in detail the portion(s) of the Work or Agreement terms that the Contractor is taking exception to and why. Contractor shall also describe what, if any, alternative services, terms, or conditions Contractor is willing to provide or accept as a substitution for the Service, terms, or conditions to which Contractor has taken exception, if any.

If Contractor does not take exception to any portion of the Work required or described in this RFQ Package Documents or to any terms of the Agreement, Contractor shall simply indicate below that Contractor “takes no exceptions”, and submit this form along with the other Proposal forms as part of its Proposal submittal.

Note that CRRA will negotiate with Consultant on only those items identified by Consultant on this Business Exception Form. Also note that revisions to the services or Agreement will be at CRRA’s sole discretion. Also note that pursuant to State of Connecticut statutes and regulations, the Agreement contains a number of provisions that CRRA, as a quasi-public entity, is required to incorporate in all of its contracts and are, therefore, non-negotiable.

	Description of Exception Item	Reason for Exception	Proposed Alternative
1.			
2.			

Description of Exception Item	Reason for Exception	Proposed Alternative
3.		
4.		
5.		
6.		
7.		

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 5**

**SAMPLE NOTICE OF AWARD**



## NOTICE OF AWARD

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

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

**RFQ NUMBER:** 13-FA-001

**CONTRACT:** Agreement for Economic Advisory Services

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

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

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

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

- (d) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and
- (e) Satisfy all other conditions set forth herein.

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

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

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

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

Dated this [DAY] day of [MONTH], 2012.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Roger Guzowski  
Title: Contract and Procurement Manager

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By:

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

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

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

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 6**

**FORM OF AGREEMENT AND EXHIBITS**

# AGREEMENT FOR ECONOMIC ADVISORY SERVICES

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This **AGREEMENT FOR ECONOMIC ADVISORY SERVICES** (this “Agreement”) is made as of the 1st day of March, 2013 (the “Effective Date”), by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 (“CRRA”) and [NAME OF ENTITY], , a [TYPE OF ENTITY], having a principal place of business at [ADDRESS OF ENTITY] (“Consultant”).

## **PRELIMINARY STATEMENT**

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

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

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

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

## **1. SCOPE OF SERVICES**

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

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

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

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

## **1.2 Access**

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

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

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

## **1.3 Authorized Representative of CRRA**

Consultant will only perform Services upon request from an Authorized Representative of CRRA. For purposes of this Agreement, the terms “Authorized Representative of CRRA” or “Authorized Representative” shall mean CRRA’s President (the “President”), CRRA’s Chief Financial Officer, or any person designated in writing to Consultant by such President or Chief Financial Officer. Any Services performed at the request of anyone who is not an Authorized Representative shall not be paid for by CRRA. CRRA and Consultant shall from time to time mutually agree on the method and manner of performing such Services.

## **1.4 Specific Services**

At its discretion, CRRA, through an Authorized Representative, may require that prior to undertaking work on a specific task, Consultant and an Authorized Representative mutually agree in writing upon a detailed Scope of Services required for such task, together with an estimate of the time, cost, and expenses for such Services. In such cases, CRRA will request performance of such Services by means of a written request in accordance with the format of **Exhibit B** attached hereto and made a part hereof (a “Request”). Accordingly, upon receipt and acceptance of a written Request, Consultant will perform such Services described in such Request in accordance with the terms of this Agreement and such Request.

If, during Consultant’s performance of such Services, there is a change in Consultant’s estimated time, cost or expenses for such Services, Consultant will promptly notify CRRA in writing of such change and shall not incur any costs or expenses exceeding

those specified in the Request without prior written authorization from an Authorized Representative. CRRA shall not pay for any Services rendered or expenses incurred by Consultant in excess of those included in such Request unless specifically authorized in advance and in writing by an Authorized Representative.

## **2. COMPENSATION AND PAYMENT**

### **2.1 Compensation Schedule**

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

Services rendered and expenses incurred shall be paid by CRRA on the basis of the rates set forth in Exhibit C.

CRRA will not reimburse the costs of first-class travel and expects that travel arrangements will take advantage of any cost-effective discounts or special rates. Out of pocket expenses shall be reimbursed at cost provided they are consistent with CRRA's Travel and Expense Reporting document attached hereto and made a part hereof as Exhibit D, except that Consultant will be deemed to have met CRRA's "Receipt" requirements of such document if Consultant provides to CRRA with each billing

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

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

### **2.2 Bill Format**

Consultant shall render a bill to CRRA each month for all of the Services performed and all of the costs and expenses incurred in the immediately preceding month pursuant to this Agreement. Each monthly bill shall contain at least the following information:

- (a) The name, title and billing rate for each person performing Services for which payment is sought;
- (b) A description of the Services performed by each person by task;
- (c) The time spent by each person;

- (d) Separate listing of all expenses incurred including copies of receipts or sub-consultant invoices;
- (e) The time period covered by the bill;
- (f) The project name and number to be charged;
- (g) The contract number for this Agreement (to be provided by CRRA); and;
- (h) The request for services identification number, if appropriate.

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

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

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

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

Consultant shall render a bill to CRRA each month for all of the Services performed and all of the costs and expenses incurred in the immediately preceding month pursuant to this Agreement. Each monthly bill shall contain at least the following information:

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

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

### **2.3 Payment Procedure**

If CRRA determines, in its sole discretion, that

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

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

If, however,

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

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

CRRA shall have no obligation under this Agreement to pay for any Services that CRRA determines have not been performed and/or completed in conformance with the Standards, and CRRA shall have no obligation to pay Consultant any amount due Consultant under this Agreement if Consultant is in default hereunder. If CRRA disputes the amount in any written request for payment submitted by Consultant, CRRA shall have the right to withhold the disputed amount until the dispute is settled. CRRA shall notify Consultant of any disputed amount and the reason(s) for disputing such amount.

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

## **2.4 Progress Reports**

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

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

## **3. TERM OF AGREEMENT**

### **3.1 Term of Agreement**

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated in accordance with the terms hereof, on February 28, 2016. This Agreement may be terminated by either CRRA or Consultant upon at least thirty (30) days' advance written notice except that Consultant shall have no right to terminate until all ongoing Services and tasks have been completed to the satisfaction of CRRA. Upon receipt of such written notice from CRRA, Consultant shall immediately cease work on any and all CRRA matters, unless otherwise directed in writing by the Authorized Representative. Upon termination of this Agreement pursuant to this Section 3.1, (a) CRRA shall pay Consultant for all Services performed by Consultant prior to the termination date, provided: (i) CRRA has determined that such Services have been performed by Consultant in accordance with the Standards, (ii) payment for such Services has not been previously made or is not disputed by CRRA, (iii) Consultant is not in default hereunder and (iv) Consultant has performed all its obligations under this Section 3.1 to CRRA's satisfaction; and (b) CRRA shall have no further liability hereunder. Except for the payment that may be required pursuant to the preceding sentence, CRRA shall not be liable to Consultant in any other manner whatsoever in the event CRRA exercises its right to terminate this Agreement. Consultant shall transmit to CRRA originals or copies of any and all material prepared, developed or obtained under this Agreement in Consultant's possession within thirty (30) days of receipt of the written

notice of termination unless otherwise directed by the Authorized Representative. Consultant shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by CRRA and shall make them available for inspection and audit by CRRA. Consultant's obligations under this Section 3.1 shall survive the termination or expiration of this Agreement.

### **3.2 Time Is Of Essence**

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

## **4. INDEMNIFICATION**

### **4.1 Consultant's Indemnity**

Consultant shall at all times protect, defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents or employees, or (b) Consultant or any of its directors, officers, employees, agents or sub-consultants, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Consultant or any of its directors, officers, employees, agents or sub-consultants. Consultant further undertakes to reimburse CRRA for damage to property of CRRA caused by Consultant or any of its directors, officers, employees, agents or sub-consultants. The existence of insurance shall in no way limit the scope of this indemnification. Consultant's obligations under this Section 4.1 shall survive the termination or expiration of this Agreement.

## **5. INSURANCE**

### **5.1 Insurance**

At all times during the term of this Agreement, Consultant shall, at its sole cost and expense, procure and maintain the insurance coverages described below for claims which may arise from or in connection with the work set forth in the scope of work hereunder (the "Work") performed by the Consultant and those for whom they are legally responsible.

Prior to execution of a Specific Request for Services (a "Request") pursuant to Section 1.4 of this Agreement, CRRA may elect to require additional lines of insurance, increase



or decrease the dollar amounts of some or all of the insurance, or make other changes to the insurance provisions based upon the specific scope of services outlined in a Request. In such event, Consultant shall be required to comply with the specific Request requirements.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).
2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto). An MCS 90 Endorsement and a CA 9948 Endorsement shall be attached **if any hazardous materials are transported by the Consultant during its performance of the Work.**
3. Workers' Compensation insurance as required by all states in which the Work is being done and Employer's Liability insurance.
4. Professional Liability insurance if the Consultant or any subcontractor to them is providing engineering and/or design services. The Professional Liability insurance should include coverage for all professional services related to the Work (including design work that preceded this Agreement) and should be kept in force for a completed operations period of at least five years after final completion of the Work.

## **5.2 Minimum Limits of Insurance**

Consultant shall maintain the following limits of liability for the insurance described above:

1. Commercial General Liability:
  - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.
  - b. \$1,000,000 General Aggregate
  - c. \$1,000,000 Products & Completed Operations Aggregate
  - d. \$1,000,000 Personal & Advertising Injury
2. Automobile Liability:
  - a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
  - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory limits.
4. Employer's Liability:

- a. \$500,000 Each Accident
- b. \$500,000 Disease – Policy Limit
- c. \$500,000 Disease – Each Employee

- 5. Professional liability
  - a. \$1,000,000 Each Claim

(a) Deductibles, Self-insured Retentions and Uninsured Losses

The Consultant shall be responsible for payment of all deductibles and self-insured retentions on any of the insurance policies required under this Agreement. The Consultant is also responsible for the payment of all losses arising out of its performance of the Work that may not be covered by the insurance policies required under this Agreement.

(b) Other Insurance Provisions

All policies required under this Agreement shall contain the following provisions:

1. CRRA, its subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Consultant:
  - a. Commercial General Liability
  - b. Automobile Liability
2. The Consultant agrees to notify CRRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to CRRA's Risk Manager by fax to 860-757-7740, or by e-mail to [lmartin@crra.org](mailto:lmartin@crra.org), or by correspondence to CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722.
3. The Consultant should waive (and require their insurers to waive) subrogation rights against CRRA for losses and damages incurred under the insurance policies required by this Agreement.
4. The Consultant's/Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Acceptability of Insurance

Insurance is to be placed with insurers with current A.M. Best ratings of not less than A-VIII, and be lawfully authorized to conduct business in the state(s) or jurisdiction(s)

where the Work is being performed, unless otherwise approved by CRRA.

(d) Verification of Coverage

Consultant shall furnish CRRA with a Certificate of Insurance evidencing the coverages required under this Agreement. All certificates are to be received and approved by CRRA before the Work commences. Consultant shall provide new Certificates of Insurance upon renewal, replacement or addition of any insurance required under this Agreement.

(e) Subcontractors

Consultant shall either include all subcontractors as insureds under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein.

**5.3 Other Conditions**

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

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

**6. MISCELLANEOUS**

**6.1 Governing Law**

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

**6.2 Restrictions on Parties**

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

### **6.3 Confidential Work Product**

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

### **6.4 Non-Discrimination**

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Services for CRRA Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved;
- (b) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);
- (c) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Contractor’s commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (d) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*. If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

## **6.5 Entire Agreement**

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

## **6.6 No Waiver**

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of CRRA or Consultant thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

## **6.7 Modification**

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

## **6.8 Notices**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return

receipt requested postage prepaid or overnight express mail service to the pertinent address below:

(a) If to CRRA:

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

With a copy to:

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

(b) If to Consultant:

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

**6.9 Binding Effect**

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

**6.10 Severability**

CRRA and Consultant hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

**6.11 Usage**

Wherever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular and any gender shall mean all genders or any other gender, as the context may require. The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection unless the particular Section or Subsection is specifically referenced.

## **6.12 Counterparts**

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

## **6.13 Assignment**

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

## **6.14 State of Connecticut Taxes**

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

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

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

Contractor and CRRA agree that Contractor is and shall act as an independent contractor. Notwithstanding Contractor’s status as an independent contractor, but without limiting Contractor’s obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Work, for the sole purpose of allowing CRRA to benefit from the aforesaid exemption, CRRA shall designate, and Contractor has agreed to act, as CRRA’s agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Services hereunder for the account of CRRA, and with funds provided as reimbursement therefore by CRRA.

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

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

## **6.16 Campaign Contribution And Solicitation Prohibitions**

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

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

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

## **6.18 Affidavit Concerning Nondiscrimination**

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

## **6.19 Affidavit Concerning Consulting Fees**

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

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

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

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

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



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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

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

[CONSULTANT]

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

## SCOPE OF SERVICES

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

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



## REQUEST FOR SERVICES

[DATE]

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

**Re: [NAME OF AGREEMENT]  
Request for Services**

Dear \_\_\_\_\_:

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

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

### 1. **Scope of Services**

[PROVIDE DETAILS]

### 2. **Estimated Time of Performance**

[PER CONSULTANT]

### 3. **Estimated Costs**

[PER CONSULTANT]

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

Sincerely,

CONNECTICUT RESOURCES RECOVERY AUTHORITY

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

Accepted and agreed to under the terms of the  
[NAME OF AGREEMENT]  
dated [DATE OF AGREEMENT]

[CONSULTANT NAME]

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

STANDARD FORMAT

## **COMPENSATION SCHEDULE**

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



# **TRAVEL POLICY AND EXPENSE REPORTING**

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

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

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

### **1. GENERAL STATEMENT**

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

### **2. APPROVALS**

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

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

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

### **3. TRANSPORTATION**

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



### **3.1 Rental Automobile**

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

#### **3.1.1 Insurance**

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

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

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

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

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

#### **3.2.1 Reimbursement Rate**

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

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

### **3.2.2 Mileage Calculation**

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

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

### **3.2.3 Tolls/Parking**

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

## **3.3 Air Travel**

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

## **3.4 Taxis**

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

### **3.5 CRRA Owned Automobiles**

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

#### **4. MEALS**

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

#### **5. LODGING**

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

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

#### **6. INCIDENTALS**

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

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

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

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

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

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

CRRA will not reimburse the cost of home entertaining.

## **9. EXPENSE REPORTING**

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

## **10. RECEIPTS**

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

Original receipts are required for all entertainment.

## **11. EXCEPTIONS**

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

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### **ORIGINAL**

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

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### **REVISION 1**

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

## MONTHLY BILL FORMAT

Name of Consultant:	
Contract Number:	
Billing Period:	
Project Name:	<b>[NAME OF PROJECT]</b>
Purchase Order Number:	
Request For Services Number:	

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

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

<b>Subtotal for Task (Insert Task Number)</b>	
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<b>TOTAL (Insert billing period for which bill is being submitted)</b>	
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**SEEC FORM 11**

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

## **AFFIDAVIT OF THIRD PARTY FEES**

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



## **AFFIDAVIT CONCERNING NONDISCRIMINATION**

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



**AFFIDAVIT CONCERNING  
CONSULTING FEES**

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful statement of qualifications submitter for an Agreement (the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

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

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

1. Consultant seeks to enter into the "Agreement For Economic Advisory Services" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes<sup>1</sup> as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement<sup>2</sup> in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement<sup>2</sup> require that consultant pursue communications concerning business of CRRRA, whether or not direct contact with CRRRA, a CRRRA official, a CRRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Consultant shall amend this Affidavit whenever Consultant enters into any new consulting agreement<sup>2</sup> during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

<sup>1</sup> Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

<sup>2</sup> Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

**TABLE 1: Disclosure of Consulting Agreements**

(If Consultant has not entered into any consulting agreements<sup>2</sup> in connection with the Agreement, Consultant should enter “None” in the space provided for the “Name of Consultant.”)

Name of Consultant:	
Name of Consultant’s Firm:	
Description of the Basic Terms of the Consulting Agreement:	
Brief Description of the Services Provided:	
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If the answer to the question above concerning whether or not the consultant is a former state employee or public official is “Yes,” the following information must be provided.</b>	
Name of Former Agency:	
Date Employment Terminated:	

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

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

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

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

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

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

## **CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

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



**PRESIDENT’S CERTIFICATION  
CONCERNING GIFTS**

**AGREEMENT  
FOR  
ECONOMIC ADVISORY SERVICES  
Awarded To**

**[NAME OF CONSULTANT]**

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

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

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

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

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

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

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