

**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

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

**August 28, 2006**

**REQUEST FOR QUALIFICATIONS**  
**For**  
**ECONOMIC ADVISORY SERVICES**

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

August 28, 2006

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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

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency of the State of Connecticut (the “State”) that is responsible for providing solid waste disposal and recycling services to more than 100 municipalities. CRRA has developed four regional solid waste management systems (Projects) each of which is based on a resource recovery facility. All four Projects were financed with the proceeds of tax-exempt bonds issued by CRRA. Each Project has a separate indenture. No Project funds, bond proceeds or other cash available from one Project may be used transferred or otherwise assigned to any of the other Projects. The maturity dates of the bonds that secure the projects will be reached in the next several years.

**CRRA is seeking proposals from qualified firms to perform economic advisory services for a three (3) year period, from November 1, 2006 to October 31, 2009.** The services are to assist CRRA with a strategic plan for the resolution of the financial, investment and economic issues as the bonds mature for the four Projects. CRRA contemplates that the Consultant will provide financial and economic evaluation with regard to long-term strategic plans of CRRA; provide market information on other comparable solid waste authorities; provide market information on innovations within the solid waste field; recommend and evaluate alternative financial options; business plan modeling (i.e. spreadsheet); cash investment advisory services, financial feasibility analysis, analysis of state and federal laws and regulations relative to solid waste management and municipal bonds; and various refunding approaches.

RFQ package documents will be available beginning **Monday, August 28, 2006** on the world wide web at <http://www.crra.org> under the “Business Opportunities” page.

**Sealed proposals in response to this RFQ will be received at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Eastern Time, on Thursday, September 28, 2006.** CRRA reserves the right to reject proposals received after the time and date set forth above. All proposals shall remain open for sixty (60) days after the due date for submissions.

Proposals will be opened privately at CRRA’s convenience on or after the proposal due date. CRRA reserves the right to waive any informality or informalities in any proposal or the RFQ process and to reject any or all of the proposals, or any part(s) thereof. Note that all information submitted by a firm responding to this RFQ is subject to the Freedom of Information Act.

All questions regarding this RFQ should be submitted to Bettina Bronisz, Assistant Treasurer and Director of Finance by e-mail ([bbronisz@crra.org](mailto:bbronisz@crra.org)) or in writing (CRRA, 100 Constitution Plaza, 5<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than **3:00 p.m. on Friday, September 15, 2006**. Any firm considering an RFQ proposal is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Ms. Bronisz.

**REQUEST FOR QUALIFICATIONS  
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**SECTION 2**

**INSTRUCTIONS TO PROPOSERS**

**INSTRUCTIONS TO PROPOSERS**  
**ECONOMIC ADVISORY SERVICES**

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**1. Introduction**

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency of the State of Connecticut (the “State”) that is responsible for providing solid waste disposal and recycling services to more than 100 municipalities. To that end, CRRA has developed, constructed and now operates an integrated system of four (4) resources recovery facilities, two (2) regional recycling centers (one of which is the largest in the United States), five (5) landfills and twelve (12) transfer stations. These facilities are operated by entities that are under contract with CRRA.

CRRA is charged with the responsibility for implementing solid waste disposal and resources recovery systems, facilities and services where necessary and desirable throughout Connecticut. CRRA is empowered to fulfill these responsibilities by utilizing private industry to construct and operate solid waste disposal and resources recovery facilities.

CRRA has developed four regional solid waste management systems (Projects) that together serve over 100 cities and towns within the State. The Projects are:

- (a) The Bridgeport Project, including a 2,250 ton per day mass-burn resources recovery facility serving 18 communities in the greater Bridgeport area;
- (b) The Mid-Connecticut Project, including a 2,710 ton per day refuse-derived fuel facility serving 70 communities in the greater Hartford area;
- (c) The Southeast Project, including a 690 ton per day mass burn resources recovery facility serving 14 communities in the southeastern part of Connecticut; and
- (d) The Wallingford Project, including a 420 ton per day mass burn resources recovery facility serving five communities in the south central part of Connecticut.

In March 2001, CRRA acquired four Pratt & Whitney Twin-Pac peaking gas turbines with a total summer capacity of 152 megawatts and a total winter capacity of 191 megawatts.

All four projects were financed with the proceeds of tax-exempt bonds issued by CRRA. Each project has a separate indenture. No project funds, bond proceeds or other cash available from one project may be used transferred or otherwise assigned to any of the other projects.

In this Request for Qualifications (“RFQ”), CRRA is seeking a qualified firm to assist with a strategic plan for the resolution of the financial, investment and economic issues at its four Projects as the bonds that secure these projects will be maturing as follows:

<b>Project</b>	<b>Final Bond Maturity</b>
Bridgeport	January 1, 2009
Mid-Connecticut	November 15, 2012
Southeast	November 15, 2015
Wallingford	November 15, 2008

As outlined in the scope of services, CRRA contemplates that the successful proposer will provide financial and economic evaluation with regard to long-term strategic plans of CRRA; provide market information on other comparable solid waste authorities; provide market information on innovations within the solid waste field; recommend and evaluate

alternative financial options; business plan modeling (i.e. spreadsheet); cash investment advisory services, financial feasibility analysis, analysis of state and federal laws and regulations relative to solid waste management and municipal bonds; swaps, forwards and other refunding approaches.

The role of the Consultant is anticipated to be a highly visible role with CRRA. CRRA's management is currently focusing greater communications with all four of the Project Member Towns. These meetings are designed to present long-range plans for the member towns to consider when their contracts at the facilities expire. The Consultant will be expected to play a significant role in the strategic planning stages of these presentations.

Therefore, CRRA is seeking proposals from qualified firms to perform economic advisory services for a three (3) year period, from November 1, 2006 to October 31, 2009, in accordance with the terms and conditions of the Contract Documents.

## 2. Definitions

As used in this Instructions To Proposers 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 submission due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
  - (1) Economic Advisory Services Agreement (the "Agreement");
  - (2) Notice To Firms – Request For Qualifications;
  - (3) Instructions To Proposers;
  - (4) Request For Qualifications Form;
  - (5) Payment Rate Schedule Form;
  - (6) Issues And Questions To Be Addressed;
  - (7) Questions Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
  - (8) Affidavit Of Third Party Fees;
  - (9) Waiver Of Damages Form;
  - (10) Non-Collusion Certificate;
  - (11) Background Questionnaire
  - (12) Certification Concerning RFQ Forms;
  - (13) Addenda;
  - (14) The proposer's Proposal (including all documentation attached to or accompanying such Proposal , all other documentation submitted in connection with such Proposal, and all post-submission documentation submitted prior to the Notice Of Award);
  - (15) Notice Of Award; and,
  - (16) Any written amendments to the Agreement issued pursuant to Section 24 of the Agreement.



- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful proposer that states that CRRA has accepted such proposer's proposal and sets forth the remaining conditions that must be fulfilled by such proposer before CRRA executes the Agreement.

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

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

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

### 4. **Scope Of Services**

The Services to be performed under the Agreement are more particularly described in **Exhibit A** of the Agreement. Specific instructions about how the Services are to be performed are included in the Agreement. Requests for Services will be solicited from a selected Consultant for specific work to be performed during the term of the Agreement.

The term of the Agreement shall be for a period of three (3) years, from **November 1, 2006 to October 31, 2009**.

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

### 5. **RFQ Package Documents**

This RFQ package consists of the following documents:

- (a) Notice To Firms – Request For Qualifications;
- (b) Instructions To Proposers;
- (c) Request For Qualifications Form;
- (d) Payment Rate Schedule Form;
- (e) Issues And Questions To Be Addressed;

- (f) Questions Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (g) Affidavit Of Third Party Fees;
- (h) Waiver Of Damages Form;
- (i) Non-Collusion Certificate;
- (j) Background Questionnaire;
- (k) Certification Concerning RFQ Forms;
- (l) Notice Of Award;
- (m) Economic Advisory Services Agreement, including:
  - (1) Scope of Work
  - (2) Request For Services Standard Format
  - (3) Compensation Schedule
  - (4) CRRA Travel and Expense Policy
  - (5) Monthly Bill Format

Complete sets of the above documents may be obtained on the world wide web in PDF format beginning on Monday, August 28, 2006. The documents are available at:

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

All of the forms included in the documents are also available for downloading in Microsoft Word format.

## 6. Addenda And Interpretations

CRRA may issue Addenda to this RFQ package that shall, upon issuance, become part of this package and binding upon all potential or actual proposers for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential proposers. Any request for interpretation or clarification of any documents included in this RFQ package or any other question shall be **submitted to Bettina Bronisz, Assistant Treasurer and Director of Finance, by e-mail ([bbronisz@crra.org](mailto:bbronisz@crra.org)) or in writing (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722; Fax Number (860) 757-7740).**

**To be given consideration, any such written request must be received by CRRA by 3:00 p.m., on Friday, September 15, 2006.**

Any written questions received pertaining to this RFQ will be answered and posted on CRRA's web site (<http://www.crra.org>) on the "Business Opportunities" page by September 21, 2006.

Only questions answered or issues addressed by formal written Addenda will be binding. **All oral and other responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.**

## 7. Proposal Submission Procedures

**Sealed proposals in response to this RFQ shall be submitted no later than 3:00 p.m., Eastern Time, Thursday, September 28, 2006** at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Bettina Bronisz. CRRA reserves the right to reject proposals received after the time and date set forth above.

**Each proposer must submit one (1) original and ten (10) copies of its proposal.** The original of the proposal shall be stamped or otherwise marked as such.

Each proposal (the original and ten copies) shall be enclosed in a sealed envelope that shall be clearly marked "Proposal For CRRA Economic Advisory Services."

Proposals shall remain open and subject to acceptance for sixty (60) days after the proposal due date.

No joint proposals shall be accepted.

**Proposers must indicate in their proposals that the terms and conditions of the Agreement (Section 13 of this RFQ), as attached, are non-negotiable and that they are willing and able to execute the Agreement, as attached.** (See Section 4 of the RFQ Form.) **However, CRRA reserves the right to negotiate with proposers over their proposal prices and rates for the Services. Any proposer that will be unable to execute the Agreement, as attached, should not submit a proposal.**

Submission of a proposal will constitute an incontrovertible representation by the proposer that:

- (a) The proposer has complied with every requirement of the Sections of this Instructions To Proposers concerning Examination Of Contract Documents (Section 14);
- (b) Without exception the proposal is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) The proposer has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that the Firm has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to such proposer;
- (d) If the proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that such proposer has discovered in the Contract Documents, such failure shall be deemed by both such proposer and CRRA to be a waiver to assert these issues and claims in the future; and

- (e) The Contract Documents are generally sufficient to indicate and convey understanding by the proposer of all terms and conditions for performing, furnishing and completing the Services.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the proposal due date.

## **8. Proposal Contents**

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

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

- (a) Cover letter, which includes the name of the proposer and such proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 10.3(e) of this Instructions To Proposers). Such cover letter must be signed by an individual authorized to enter into the Agreement with CRRA;
- (b) The completed Request For Qualifications Form, with Addenda, if any, listed in the appropriate place (Page 3-2), the name and address of the contact for Notices listed in the appropriate place (Page 3-4) and the completed agreement page (Page 3-5);
- (c) The completed Payment Rate Schedule Form (Pages 4-1 through 4-3);
- (d) Answers to the Issues And Questions To Be Addressed (the answer to each question must begin on a new page) (Page 5-1);
- (e) The completed Questions Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Page 6-1), with the proposer's most recent EEO-1 data attached;
- (f) The completed Affidavit Of Third Party Fees (subscribed and sworn before a Notary Public or Commissioner of the Superior Court) (Pages 7-1 through 7-2);
- (g) The completed Waiver Of Damages Form (Page 8-1);
- (h) The completed Non-Collusion Certificate (subscribed and sworn before a Notary Public or Commissioner of the Superior Court) (Page 9-1);
- (i) The completed Background Questionnaire (Page 10-1 through 10-2); and
- (j) The completed Certification Concerning RFQ Forms (subscribed and sworn before a Notary Public or Commissioner of the Superior Court) (Page 11-1).

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

The entire proposal shall not exceed fifty (50) pages. Brief and concise answers are encouraged. Page limits are intended to set limits, not targets. Proposals should be prepared on 8 ½ x 11 inch paper using at least 10 point type with standard margins.

## **9. Proposal Opening**

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

## **10. Proposal Evaluation**

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

Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any bid submitted for the Services.

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

### **10.1 Evaluation Criteria**

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

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

### **10.2 Additional Evaluation Criteria**

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

- (a) The experience and capabilities of the proposer in solid waste and resource recovery transactions or similarly complex revenue bond issues;
- (b) The experience of the proposer in any transaction(s) where CRRA was a direct or indirect participant;
- (c) The firm's degree of knowledge and experience in each of the major categories of economic advisory services for which proposals are being sought;
- (d) The background and experience of the personnel who would be assigned to perform the Services;
- (e) Any particular or special qualifications that distinguish a proposer;
- (f) The firm's research and analytical capabilities;
- (g) Activities, relationships or contracts that may create conflicts or potential conflicts of interest with CRRA;
- (h) Areas of opportunity in the finance area identified by the proposer that the proposer believes exist for CRRA today and how the proposer would help CRRA capitalize on them; and
- (i) The references for the proposer.

### **10.3 Affirmative Action Evaluation Criteria**

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

- (a) The proposer's success in implementing an affirmative action plan (see Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 6 of the RFQ Package Documents));
- (b) The proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (see Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 6 of the RFQ Package Documents));
- (c) The proposer's promise to develop and implement a successful affirmative action plan (see Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 6 of RFQ Package Documents));

- (d) The proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 8(e) of this Instructions To Proposers); and
- (e) The proposer's promise to set aside a portion of the contract for legitimate minority business enterprises (see Section 8(a) of this Instructions To Proposers).

**11. Interviews**

To assist in the selection process, CRRA may decide to interview proposers during the week of October 9, 2006.

**12. Contract Award**

If CRRA decides to award the contract, CRRA will issue to the successful proposer a Notice Of Award within sixty (60) days after the proposal submission due date.

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

**13. RFQ Projected Timeline**

The following is the projected timeline for the RFQ process:

ITEM	DATE
RFQ Formally Announced	August 27, 2006
Deadline for Written Questions	September 15, 2006
Response to Written Questions	September 21, 2006
Proposals Due at CRRA	September 28, 2006
Interviews	Week of October 9, 2006
Selection and Notice of Award Issued	October 26, 2006
Effective Date of Agreement	November 1, 2006

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

#### **14. Examination Of Contract Documents**

It is the responsibility of each proposer before submitting a proposal to:

- (a) Examine thoroughly the Contract Documents and other related data identified in the RFQ package documents;
- (b) Consider and review any and all Laws And Regulations that may affect cost, progress, performance, furnishing or completion of the Services;
- (c) Study and carefully correlate the proposer's knowledge and observations with the Contract Documents and such other related data; and,
- (d) Promptly notify CRRA of all conflicts, errors, ambiguities or discrepancies which the proposer has discovered in the Contract Documents.

The above responsibilities are covered in Section 4 of the Request For Qualifications Form.

#### **15. Payment Rate Schedule Form**

Each proposer shall submit as part of its proposal a Payment Rate Schedule Form. (See Section 4 of the RFQ Package Documents.) Proposers should carefully review the Scope Of Services (**Exhibit A** to the Agreement) prior to preparing the Payment Rate Schedule Form. The Payment Rate Schedule Form covers each year of the three-year period of the Agreement.

#### **16. Requests For Services**

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



## **17. Proposer's Qualifications**

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

## **18. Affidavit Of Third Party Fees**

All proposers must complete and properly execute the Affidavit Of Third Party Fees. (See Section 7 of the RFQ Package Documents.) If a proposer has neither paid to any third party nor agreed to pay to any third party any fees attributable to this Agreement, such proposer shall write "None" in the first box in the table and properly execute the Affidavit (subscribe and swear before a Notary Public or Commissioner of the Superior Court). For purposes of the Affidavit, a proposer's subcontractors, if any, are not considered third parties.

## **19. State Of Connecticut Taxes**

CRRA is exempt from all State of Connecticut taxes and assessments as is any contractor performing services for CRRA for those services. Accordingly, a successful proposer shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with the successful Firm's performance of the Services, nor shall the successful proposer include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. These obligations of the successful proposer are absolute and shall apply notwithstanding any payment by the successful proposer of any State of Connecticut taxes or assessments in connection with its performance of the Services. (See Section 31 of the Agreement.)

## **20. Disclosure Of Information**

Recognizing that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes*, proposers are hereby advised that any information contained in or submitted with or in connection with their respective proposal is subject to disclosure if required by law or otherwise. By submitting a proposal, each proposer expressly waives any claim(s) that such proposer or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

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

Each proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, or incurred in connection with any interviews and negotiations with CRRA, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses. Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, each such proposer expressly waives:

- (a) Any claim(s) for such costs and expenses; and
- (b) Any such claims or damages.

## **22. Signing Of Agreement**

If CRRA issues a Notice Of Award to a successful proposer, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other necessary Contract Documents attached.

Within ten (10) days after issuance of a Notice Of Award, the successful proposer shall:

- (a) Execute the required number of counterparts of the Agreement in the form presented in this RFQ;
- (b) Deliver to CRRA such executed counterparts and attached Contract Documents along with any certificates of insurance required by the Contract Documents; and
- (c) Satisfy all other conditions of the Notice Of Award.

Once CRRA has received such counterparts, Contract Documents and certificates and all requisite approvals to execute the Agreement, and provided the successful proposer has satisfied all such conditions within the foregoing ten (10) day period, CRRA shall deliver one (1) fully signed counterpart of the Agreement to the successful proposer.

At the request of CRRA and if the successful proposer qualifies, the successful proposer shall apply to the State of Connecticut Department of Economic and Community Development, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 32-9e of the *Connecticut General Statutes*.

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 3**

**REQUEST FOR QUALIFICATIONS FORM**

## REQUEST FOR QUALIFICATIONS FORM

**PROJECT:** General Fund and/or Any Individual Project (Depending on RFS)

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

**CONTRACT FOR:** Economic Advisory Services

**BIDS 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 Request For Qualifications Form shall have the same respective meanings assigned to such terms in the Contract Documents.

### 2. TERMS AND CONDITIONS

The undersigned (the "Proposer") accepts and agrees to all terms and conditions of the Notice To Firms - Request For Qualifications, Instructions To Proposers, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for sixty (60) days after the proposal due date.

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

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

### 3. PROPOSER'S OBLIGATIONS

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

- (a) To enter into and execute the non-negotiable Agreement included in the Contract Documents;

- (b) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this Proposal and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (c) At the request of CRRA and if the Proposer qualifies, such Proposer shall apply with the State of Connecticut Department of Economic and Community Development, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/ Disabled Person Business Enterprise in accordance with Section 32-9e of the *Connecticut General Statutes*.

**4. PROPOSER’S REPRESENTATIONS**

In submitting this Proposal, Proposer represents that:

- (a) Proposer has 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) Proposer is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- (c) Proposer has correlated the information known to or obtained by such Proposer with the Contract Documents;
- (d) Proposer has given CRRA written notice of all conflicts, errors, ambiguities, or discrepancies that such Firm has discovered in the Contract Documents and the written resolution thereof by CRRA is acceptable to such Proposer or, if such Proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that such Proposer has discovered in the Contract Documents, such failure shall be deemed by both the Proposer and CRRA to be a waiver to assert these issues and claims in the future;

- (e) The Contract Documents are generally sufficient to indicate and convey understanding by the Proposer of all terms and conditions for performing, furnishing and completing the Services for which this Proposal is submitted;
- (f) Proposer acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as attached, are non-negotiable, and such Proposer is willing to and shall, if CRRA accepts its Proposal for the Services and issues a Notice Of Award to such Proposer, execute such Agreement. However, CRRA reserves the right to negotiate with such Proposer over such Firm's rates for the Services submitted on its Payment Rate Schedule Form; and
- (g) Proposer agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, such Proposer shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with such Firm's performance of this Agreement, nor shall such Proposer include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Proposer represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any Proposal or other submittal or proposal to CRRA in connection with this Agreement.

## **5. ATTACHMENTS**

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

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

- (h) Certification Concerning RFQ Forms, which has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court.

**6. NOTICES**

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

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

**7. ADDITIONAL REPRESENTATIONS**

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

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 2006

Name of Proposer:	
Signature of Proposer Representative:	
Name and Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	



**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 4**

**PAYMENT RATE SCHEDULE FORM**

## PAYMENT RATE SCHEDULE

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

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

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

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

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

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

Staff Level	Title	Hourly Rate			
		FY 2007 (11/01/06 – 06/30/07)	FY 2008	FY 2009	FY 2010 (07/01/09 – 10/31/09)

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

(Use Additional Sheets If Necessary)

Ancillary Service	Rate			
	FY 2007 (11/01/06 – 06/30/07)	FY 2008	FY 2009	FY 2010 (07/01/09 – 10/31/09)
Word Processing (Per Hour)				
Copying (Per Page)				
Travel in Firm-Owned Vehicle (Per Mile)				
<b>Any Other Services For Which You Routinely Bill (List Below)</b>				

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 5**

**ISSUES AND QUESTIONS TO BE ADDRESSED**

## ISSUES AND QUESTIONS TO BE ADDRESSED

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

1. Provide your firm's name, headquarters address and ownership structure.
2. Provide a description of your firm's experience and capabilities in solid waste and resource recovery transactions or similarly complex revenue bond issues.
3. Specifically identify your firm's participation in any transaction(s) where CRRA was a direct or indirect participant.
4. Specifically identify your firm's participation in any transaction(s) where Covanta or Wheelabrator, or any of their affiliates, were direct or indirect participant(s).
5. Listed below are the major categories of economic advisory services for which proposals are being sought. Provide a brief description of your firm's degree of knowledge and experience in each of these matters.
  - (a) Financial and economic evaluation with regard to long-term strategic plans;
  - (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 (i.e. spreadsheet);
  - (f) Cash investment advisory services;
  - (g) Financial feasibility analysis; and
  - (h) Analysis of state and federal laws and regulations relative to solid waste management and municipal bonds.
6. Identify the personnel from your firm who would be assigned to perform the Services. Indicate the probable areas of responsibility for each. Indicate the percentage of his/her time that each would be available to assist CRRA. Provide a description of the background and experience of each.
7. Indicate what particular or special qualifications distinguish your firm.
8. Provide an outline of your firm's research and analytical capabilities.

9. Identify any activities, relationships or contracts involving your firm or individuals in your firm that may create conflicts or potential conflicts of interest with CRRA.
10. Outline briefly any areas of opportunity in the finance area that your firm believes exist for CRRA today, and how your firm would help CRRA capitalize on these opportunities.
11. Provide a copy of your firm's up-to-date certificate of insurance showing all current insurance coverage.
12. Provide three references (include contact name and phone number) that CRRA may call, with particular emphasis on your resource recovery banking, financial advisory and/or sales experience.

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 6**

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





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

Because CRRA is a political subdivision of the State of Connecticut, it is required by various statutes and regulations to obtain background information on prospective contractors prior to entering into a contract. The questions below are designed to assist CRRA in procuring this information. Many of the questions are required to be asked by RCSA 46a-68j-31. For the purposes of this form, "Contractor" means Bidder, Proposer or Firm responding to a Request For Qualifications, 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 Connecticut-based employees does the Contractor have? <input type="text"/>		
2. Is the Contractor a Small Contractor based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3. If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor registered with the DECD as a Certified Small Business? <i>If you answered "Yes" to Question 2A, please provide a copy of your Set-Aside Certificate.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a MWDP Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4. If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor registered with DECD as a MWDP Small Business?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5. If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the Request For Bids?	<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 solicitation?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A. If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input type="text"/>		

## LIST OF ACRONYMS

RCSA	-	Regulations of Connecticut State Agencies
CHRO	-	State of Connecticut Commission on Human Rights and Opportunities
DECD	-	State of Connecticut Department of Economic and Community Development
MWDP	-	Minority/Women/Disabled Person

## FOOTNOTE

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

## SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

## CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 7  
AFFIDAVIT OF THIRD PARTY FEES**



# AFFIDAVIT OF THIRD PARTY FEES (Form A2)

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. \_\_\_\_\_ (proposer name) seeks to enter into the Economic Advisory Services Agreement (the "Agreement") with the Connecticut Resources Recovery Authority;
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 \_\_\_\_\_ 200 6

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

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



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

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

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

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

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 8  
WAIVER OF DAMAGES FORM**



**WAIVER OF DAMAGES FORM**

**ECONOMIC ADVISORY SERVICES**

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

- (1) Any action or inaction on the part of the Connecticut Resources Recovery Authority (CRRA) or any of its directors, officers, employees or authorized agents concerning the evaluation and selection of bids by CRRA or any of its directors, officers, employees or authorized agents;
- (2) Any agreement entered into for the services described in the Request For Qualifications; and/or
- (3) Any award or non-award of a contract, pursuant to such Request For Qualifications.

Name of Proposer:	
Signature of Authorized Official:	
Typed Name of Official:	
Title:	
Date:	

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 9  
NON-COLLUSION CERTIFICATE**





**NON-COLLUSION CERTIFICATE**

**ECONOMIC ADVISORY SERVICES**

(This CERTIFICATION is to be signed by an authorized officer of the Proposer or the Proposer's managing general partner.)

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

1. The prices in the Proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
2. Unless otherwise required by law, the prices that have been quoted in this Proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to "opening" to any other person or company;
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;
4. The Proposer has not directly or indirectly induced or solicited any other firm to submit a false or sham Proposal;
5. The Proposer has not sought by collusion to obtain for itself any advantage for the Services over any other firm for the Services or over CRRA; and
6. The person signing this proposal certifies that he has fully informed himself/herself regarding the accuracy of the statements contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Proposer as well as to the person signing on its behalf.

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

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

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

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

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

\_\_\_\_\_, being fully sworn, deposes and says that he/she is the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Proposer Name),

the Proposer herein, that he/she has read the foregoing statement of non-collusion, and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200 6

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

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 10  
BACKGROUND QUESTIONNAIRE**

**BACKGROUND QUESTIONNAIRE**

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

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

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

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

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

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

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

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

\_\_\_\_\_, being fully sworn, deposes and says that  
 he/she is the \_\_\_\_\_ (Title) of  
 \_\_\_\_\_ (Proposer Name),

the Proposer herein, that he/she has provided answers to the foregoing questions on the Firm's background, and, under the penalty of perjury, certifies that each and every answer is true.

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

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

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 11  
CERTIFICATION CONCERNING RFQ FORMS**



**CERTIFICATION CONCERNING  
RFQ FORMS**

**ECONOMIC ADVISORY SERVICES**

(This CERTIFICATION is to be signed by an authorized officer of the Proposer or the Proposer's managing general partner.)

By submission of this Submission, the Proposer identified below, together with any affiliates or related business entities or persons, the guarantor and any joint ventures, hereby certifies under penalty of perjury and risk of termination of the Agreement, if awarded, that all of the forms included in this Request For Qualifications that are submitted to the Connecticut Resources Recovery Authority as part of its Proposal in response to this Request For Qualifications are identical in form and content to the preprinted forms in this Request For Qualifications except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

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

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

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

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

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

\_\_\_\_\_, being fully sworn, deposes and says that  
he/she is the \_\_\_\_\_ (Title) of  
\_\_\_\_\_ (Proposer Name),

the Proposer herein, that he/she has read the foregoing statement concerning bid forms, and, under the penalty of perjury, certifies that each and every part of said statement is true.

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

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

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 12  
NOTICE OF AWARD**

## NOTICE OF AWARD

TO:

**PROJECT(S):** General Fund

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

**CONTRACT FOR:** Economic Advisory Services

The Connecticut Resources Recovery Authority ("CRRA") has considered the Proposal submitted by you dated \_\_\_\_\_, 2006 in response to CRRA's Notice To Firms – Request For Qualifications for the above-referenced Services, which Services are more particularly described in the Economic Advisory Services Agreement (the "Services").

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

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

- (a) Execute the required number of the attached counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other attached Contract Documents along with the requisite certificates of insurance; and
- (c) Satisfy all other conditions set forth herein.

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

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

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



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Connecticut Resources Recovery Authority

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

Title:  
Duly Authorized

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Typed/Printed Name)

Title: \_\_\_\_\_  
Duly Authorized

**REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC ADVISORY SERVICES**

**SECTION 13**

**ECONOMIC ADVISORY SERVICES AGREEMENT**

## ECONOMIC ADVISORY SERVICES AGREEMENT

This **ECONOMIC ADVISORY SERVICES AGREEMENT** (this “Agreement”) is made as of the 1st day of November, 2006 (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 [Proposer], , a [Type of Entity], having a principal place of business at [Proposer Address] (“Consultant”).

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## PRELIMINARY STATEMENT

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"). CRRA has issued various debt instruments to finance the Facilities or other CRRA activities. 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. 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.

### 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.

### **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.

### **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 estimate of the 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.

### **5. Compensation Schedule**

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

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 Consultant's expense forms itemizing expenses incurred in providing Services to CRRA. Computer expenses

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

## 6. **Bill Format**

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

- (a) 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 D**, 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. If CRRA determines in its sole discretion that the Services for which Consultant is requesting payment have been properly performed and completed in conformance with the Standards, Consultant is not in default hereunder, CRRA does not dispute the amount of the payment requested and the bill contains all of the information required hereunder, then CRRA shall pay the amount requested within thirty (30) calendar days after its receipt of such bill. If, however, (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.

## **7. 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.

## **8. 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 October 31, 2009. 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 Paragraph 8, (a) CRRA shall pay Consultant for all Services performed by Consultant prior to the termination date, provided: (i) CRRA has determined that such Services have been performed by Consultant in accordance with the Standards, (ii) payment for such Services has not been previously made or is not disputed by CRRA, (iii) Consultant is not in default hereunder and (iv) Consultant has performed all its obligations under this Paragraph 8 to CRRA's satisfaction; and (b) CRRA shall have no further liability hereunder. Except for the payment that may be required pursuant to the preceding sentence, CRRA shall not be liable to Consultant in any other manner whatsoever in the event CRRA exercises its right to terminate this Agreement. Consultant shall transmit to CRRA originals or copies of any and all material prepared, developed or obtained under this Agreement in Consultant's

possession within thirty (30) days of receipt of the written notice of termination unless otherwise directed by the Authorized Representative. Consultant shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by CRRA and shall make them available for inspection and audit by CRRA. Consultant's obligations under this Paragraph 8 shall survive the termination or expiration of this Agreement.

**9. 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.

**10. Restrictions on Parties**

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

**11. 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.

**12. Indemnification**

Consultant shall at all times protect, defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any 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 Paragraph 12 shall survive the termination or expiration of this Agreement.

### **13. Required Insurance**

Consultant shall procure and maintain, at its own cost and expense, throughout the term of this Agreement, and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Professional liability insurance policy with a limit of not less than one million (\$1,000,000.00) dollars.
- (b) Commercial general liability insurance alone or in combination with commercial umbrella insurance with a limit of not less than one million dollars (\$1,000,000.00) each occurrence covering liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
- (c) Workers' compensation insurance with statutory limits and employers' liability insurance limits of not less than five hundred thousand dollars (\$500,000.00) each accident for bodily injury by accident and five hundred thousand dollars (\$500,000.00) for each employee for bodily injury by disease.
- (d) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million dollars (\$1,000,000.00) each accident, and including pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 9948), and the Motor Carrier Act endorsement (MCS 90) shall be attached.

### **14. Certificates**

Upon Consultant's execution of this Agreement, Consultant shall submit to CRRA a certificate or certificates for each required insurance referenced in Paragraph 13 above certifying that such insurance is in full force and effect and setting forth the information required by Paragraph 15 below. Additionally, Consultant shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Paragraph 13 above, a certificate or certificates containing the information required by Paragraph 15 below and certifying that such insurance has been renewed and remains in full force and effect.

### **15. Specific Requirements**

All policies for each insurance required hereunder shall:

- (a) Name CRRA as an additional insured on Commercial General liability insurance and any commercial umbrella insurance policy;
- (b) Include a standard severability of interest clause;
- (c) Provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
- (d) Hold CRRA free and harmless from all subrogation rights of the insurer (this requirement shall not apply to professional liability insurance); and
- (e) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.

**16. Issuance Companies**

All policies for each insurance required hereunder shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A- VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.

**17. Umbrella Insurance Liability Coverage**

Consultant may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability insurance and employers' liability insurance.

**18. No Limitation On Damages**

None of the provisions contained in Paragraphs 13 through 19 inclusive shall be construed or deemed to limit Consultant's obligations under this Agreement to pay damages or other costs and expenses.

**19. No Liability Incurred**

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

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

## **20. Non-Discrimination**

Consultant agrees to the following: (1) Consultant agrees and warrants that in the performance of the Services for CRRA, Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Consultant that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Consultant further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Consultant that such disability prevents performance of the Services involved; (2) Consultant agrees, in all solicitations or advertisements for employees placed by or on behalf of Consultant, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission"); (3) Consultant agrees to provide each labor union or representative of workers with which Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which Consultant has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Consultant's commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Consultant 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 (5) Consultant agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Consultant as 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.

## **21. 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.

**22. 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.

**23. 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.

**24. Amendments**

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

**25. 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:

**26. Benefit And Burden**

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

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. State of Connecticut Taxes**

Consultant agrees that, pursuant to Conn. Gen. Stat § 22a-270 (as the same may be amended or superceded from time to time) CRRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Consultant also agrees that, pursuant to Conn. Gen. Stat § 12-412(92) (as the same may be amended or superceded from time to time), "[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation

of any project of [CRRA] . . .whether such purchases are made directly by [CRRA] or are reimbursed by [CRRA] to the lessee or operator of such project” is not subject to Connecticut Sales and Use Taxes. Accordingly, Consultant shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Consultant’s performance of this Agreement, nor shall Consultant include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Consultant contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Consultant of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Consultant 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 RFQ, RFP or other submittal or proposal to CRRA in connection with this Agreement.

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

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

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

**CONSULTANT**

By: \_\_\_\_\_  
\_\_\_\_\_  
Its  
Duly Authorized

**EXHIBIT A**

**To**

**ECONOMIC ADVISORY SERVICES AGREEMENT**

**SCOPE OF SERVICES**

## SCOPE OF SERVICES

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

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



**EXHIBIT B**

To

**ECONOMIC ADVISORY SERVICES AGREEMENT**

**REQUEST FOR SERVICES STANDARD FORMAT**

# REQUEST FOR SERVICES – STANDARD FORMAT

[Date]

[Name of Consultant]

[Address of Consultant]

**Re: Economic Advisory Services 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 Economic Advisory Services Agreement, dated November 1, 2006 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  
Economic Advisory Services Agreement  
dated November 1, 2006

CONSULTANT [Firm Name]

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

**EXHIBIT C**

**To**

**ECONOMIC ADVISORY SERVICES AGREEMENT**

**COMPENSATION SCHEDULE**

## **COMPENSATION SCHEDULE**

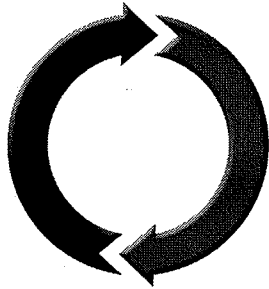
[The Compensation Schedule will be added by CRRA based on the successful Proposer's Payment Rate Schedule Form, as such Form may be modified as a result of negotiations between CRRA and the successful Proposer.]

**EXHIBIT D**

**To**

**ECONOMIC ADVISORY SERVICES AGREEMENT**

**CRRA TRAVEL AND EXPENSE POLICY**



**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

# **TRAVEL POLICY AND EXPENSE REPORTING**

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

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

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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

**EXHIBIT E**

**To**

**ECONOMIC ADVISORY SERVICES AGREEMENT**

**MONTHLY BILL FORMAT**

## MONTHLY BILL FORMAT

Name of Consultant:	
Contract Number:	
Billing Period:	
Project Name:	Economic Advisory Services
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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