



**REQUEST FOR QUALIFICATIONS
FOR
HUMAN RESOURCES CONSULTING SERVICES**

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

April 28, 2006

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**REQUEST FOR QUALIFICATIONS
FOR
HUMAN RESOURCES CONSULTING 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 requesting bids/qualifications from firms interested in providing certain human resources consulting services for CRRA from **July 1, 2006**, to **June 30, 2009**. Qualified proposals will be accepted by CRRA for the following categories of human resources consulting services:

- (a) Temporary Staffing Services;
- (b) Recruiting Services; and
- (c) General/Miscellaneous Human Resources Consulting Services.

Human resources consulting firms may submit proposals on any one, all, or a combination of the above-listed categories. At its sole and absolute discretion, CRRA may select a firm for one or more of the above-listed categories for which the firm submitted a proposal, and CRRA may choose one or more separate firms for any one or more of the above-listed categories.

Request For Qualifications (RFQ) package documents may be obtained during normal working hours at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning **Monday, May 1, 2006**. The documents will also be available beginning on the same date on the world wide web at <http://www.crra.org> under the “Business Opportunities” page.

Sealed submissions in response to this RFQ will be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Eastern Time, on Monday, May 22, 2006. RFQ submissions received after the time and date set forth above shall be rejected. All RFQ submissions shall remain open for one hundred (100) days after the due date for submissions.

RFQ submissions will be opened privately at CRRA’s convenience on or after the RFQ submission due date. CRRA reserves the right to waive any informality or informalities in any RFQ submission or the RFQ process and to reject any or all of the RFQ submissions, 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 terms of the RFQ documents must be received **in writing** no later than **3:00 p.m. on Monday, May 15, 2006** at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Christopher Hyfield, Human Resources Manager, (Fax Number (860) 757-7740; Email chyfield@crra.org). Any Human Resources Consulting Firm considering an RFQ submission is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Hyfield.

**REQUEST FOR QUALIFICATIONS
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SECTION 2

**INSTRUCTIONS TO HUMAN RESOURCES
CONSULTING FIRMS**

INSTRUCTIONS TO HUMAN RESOURCES CONSULTING FIRMS
HUMAN RESOURCES CONSULTING 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 (1) bulky waste landfill and twelve (12) transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste generated in the State. These facilities are operated by entities that are under contract with CRRA.

“CRRA” has issued this Request For Qualifications (RFQ) to obtain bids/qualifications from firms interested in providing certain human resources consulting services for CRRA from **July 1, 2006**, to **June 30, 2009**. Qualified proposals will be accepted by CRRA for the following categories of human resources consulting services:

- (a) Temporary Staffing Services;
- (b) Recruiting Services; and
- (c) General/Miscellaneous Human Resources Consulting Services.

Human Resources Consulting Firms may submit proposals on any one, all, or a combination of the above-listed categories. At its sole and absolute discretion, CRRA may select a firm for one or more of the above-listed categories for which it has requested consideration in its RFQ Submission, and CRRA may choose one or more separate firms for any one or more of the above-listed categories.

Services will be provided only at the specific request of CRRA (pursuant to a Request For Services) and will be compensated in accordance with the rates established in the Agreement(s), if any, that results from this RFQ process.

2. DEFINITIONS

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

- (a) **Addenda:** Written or graphic documents issued prior to the submission due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Human Resources Consulting Services Agreement (the “Agreement”);
 - (2) Notice To Firms – Request For Qualifications;
 - (3) Instructions To Human Resources Consulting Firms;
 - (4) Request For Qualifications Submission Form;
 - (5) Compensation 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 Human Resources Consulting Firm’s RFQ Submission (including all documentation attached to or accompanying such Submission, all other

- documentation submitted in connection with such Submission, 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 2.8 and/or Section 7.6 of the Agreement.

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

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

3. COMMUNICATIONS WITH CRRA STAFF AND BOARD MEMBERS

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

4. SCOPE OF WORK

The Services to be performed under the Agreement are more particularly described in **Exhibit A** of the Agreement.

CRRA will assume that any Human Resources Consulting Firm responding to this RFQ is willing to perform only the categories of Services from **Exhibit A** for which the Human Resources Consulting Firm has requested consideration in the Firm's RFQ Submission. Specific instructions about how the Services are to be performed are included in the Agreement.

Requests for Services will be solicited, at CRRA's discretion, from the selected Consultant for specific work to be performed during the term of the Agreement.

The term of the Agreement shall be from **July 1, 2006 to June 30, 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, Human Resources Consulting

Firms shall not provide CRRA any lobbying services or receive, pay, or distribute any finder's fees under this Agreement.

5. BID PACKAGE DOCUMENTS

This bid package consists of the following documents:

- (a) Notice To Firms – Request For Qualifications;
- (b) Instructions To Human Resources Consulting Firms;
- (c) Request For Qualifications Submission Form;
- (d) Compensation 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) Human Resources Consulting 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 during normal business hours at CRRA's Offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning Monday, May 1, 2006.

All of the RFQ Package Documents are also available in PDF format beginning on the same date on the world wide web at:

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

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

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 Human Resources Consulting Firms that have submitted RFQ Submissions for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential submitters. Any request for interpretation or clarification of any documents included in this RFQ package or any other question shall be **submitted in writing to Christopher Hyfield, CRRA,**

100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 (Fax Number (860) 757-7740; e-mail address chyfield@crra.org).

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

Addenda will be mailed and/or e-mailed to all persons who picked up or requested a printed copy from CRRA of the RFQ package documents or who otherwise notified CRRA of their interest in the RFQ. Such addenda will also be posted on CRRA's web site (<http://www.crca.org>) on the "Business Opportunities" page. Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

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

7. RFQ SUBMISSION PROCEDURES

Sealed RFQ Submissions shall be submitted no later than 3:00 p.m., Eastern Time, Monday, May 22, 2006 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Christopher Hyfield. RFQ Submissions received after the time and date set forth above shall be rejected.

Each Human Resources Consulting Firm that wishes to be considered for the Services must submit one (1) original and four (4) copies of its RFQ Submission. The original of the RFQ Submission shall be stamped or otherwise marked as such.

Each RFQ Submission (the original and four copies) shall be enclosed in a sealed envelope that shall be clearly marked "Submission For CRRA Human Resources Consulting Services."

RFQ Submissions shall remain open and subject to acceptance for one hundred (100) days after the RFQ submission due date.

No joint RFQ Submissions shall be accepted.

Human Resources Consulting Firms submitting RFQ Submissions must indicate in their Submissions 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 Submission Form.) However, CRRA reserves the right to negotiate with Human Resources Consulting Firms over such their submission prices and rates for the Services. Any Human Resources Consulting Firm that will be unable to execute the Agreement, as attached, should not submit an RFQ Submission.

Submission of an RFQ Submission will constitute an incontrovertible representation by the Human Resources Consulting Firm that:

- (a) The Human Resources Consulting Firm has complied with every requirement of the Sections of this Instructions To Human Resources Consulting Firms concerning Examination Of Contract Documents (Section 14);
- (b) Without exception the RFQ Submission 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 Human Resources Consulting Firm 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 Firm;
- (d) If the Human Resources Consulting Firm has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that such Firm has discovered in the Contract Documents, such failure shall be deemed by both such Firm 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 Human Resources Consulting Firm of all terms and conditions for performing, furnishing and completing the Services.

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

8. RFQ SUBMISSION CONTENTS

RFQ Submissions 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.

An RFQ Submission must consist of the following and be in the following order:

- (a) Cover letter, which includes the name of Human Resources Consulting Firm submitting the RFQ Submission and such Firm'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 Human Resources Consulting Firms). Such cover letter must be signed by an individual authorized to enter into the Agreement with CRRA;

- (b) The completed Request For Qualifications Submission Form, with each Category of Services for which the Human Resources Consulting Firm wishes to be considered indicated in the appropriate place (Page 3-1), Addenda, if any, listed in the appropriate place (Page 3-2), the name and address of the contact for Notices listed in the appropriate place (Page 3-4) and the completed agreement page (Page 3-5);
- (c) The completed Compensation Form for each Category of Services for which the Human Resources Consulting Firm wishes to be considered (Pages 4-1 through 4- 6);
- (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 Human Relations Consulting Firm's most recent EEO-1 data attached if such Firm wishes such data to be considered in the evaluation of its RFQ Submission;
- (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).

Human Resources Consulting Firms submitting RFQ Submissions should not include in their Submissions any other portions of the RFQ Documents (e.g., this Instructions To Human Resources Consulting Firms or the Agreement).

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

9. RFQ SUBMISSION OPENING

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

10. RFQ SUBMISSION EVALUATION

The award of the contract for the Services will be made, if at all, to the Human Resources Consulting Firm(s) whose evaluation by CRRA results in CRRA determining that such award to such Firm(s) is in the best interests of CRRA. **However, the selection of a Firm(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 Human Resources Consulting Firms' RFQ Submissions on the following criteria:

- (a) Price;
- (b) Qualifications;
- (c) Familiarity with quasi-public agencies or resource recovery systems;
- (d) Demonstrated skill, ability and integrity to perform the Services required by the Contract Documents;
- (e) Reputation;
- (f) Willingness to negotiate hourly rates and to work as partners with CRRA to resolve CRRA human resources issues in the most cost efficient manners for CRRA;
- (g) Responsiveness in a timely manner to CRRA questions and work requests; and
- (h) 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 Human Resources Consulting Firms' RFQ Submissions on criteria including, but not limited to, the following:

- (a) In each Category of Services for which the Human Resources Consulting Firm wishes to be considered, the experience of such Firm in serv-

ing as a human resources consulting firm for clients, including governmental entities and resource recovery entities;

- (b) In each Category of Services for which the Human Resources Consulting Firm wishes to be considered, the qualifications of personnel including the experience and availability of the day-to-day staff and the breadth and depth of other partners, associates and other professionals available to provide services to CRRA;
- (c) Team organization and approach including the ability of the Human Resources Consulting Firm to adequately staff and complete time-sensitive projects and transactions and to interact effectively with CRRA, and other professionals involved in CRRA's projects and transactions;
- (d) Connecticut presence as evidenced by the number of offices the Human Resources Consulting Firm maintains in Connecticut and the number of Connecticut residents employed in those offices; and
- (e) Corporate Citizenship policies of the Human Resources Consulting Firm, including the charitable contribution of money and time; local procurement of goods and services; development of participation in internship programs or scholarships; and policies with regard to the use of women-owned, minority-owned and small business enterprises.

10.3 Affirmative Action Evaluation Criteria

A Human Resources Consulting Firm's Submission will also be rated on such Firm'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 Human Resources Consulting Firm'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 this Project Manual));
- (b) The Human Resources Consulting Firm'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 this Project Manual));
- (c) The Human Resources Consulting Firm's promise to develop and implement a successful affirmative action plan (see Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Con-

tractors And Occupational Health And Safety (Section 6 of this Project Manual));

- (d) The Human Resources Consulting Firm'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 Human Resources Consulting Firms); and
- (e) The Firm's promise to set aside a portion of the contract for legitimate minority business enterprises (see Section 8(a) of this Instructions To Human Resources Consulting Firms).

11. INTERVIEWS

The two weeks after the RFQ submission due date will be used by the Human Resources Consulting Services Selection Committee (the "Selection Committee") to develop a shortlist of potential Consultants. The Selection Committee reserves the right to interview the shortlist of potential Consultants from June 5, 2006 through June 9, 2006.

12. CONTRACT AWARD

If the contract is to be awarded, CRRA will issue to the successful Human Resources Consulting Firm(s) a Notice Of Award within one hundred (100) days after the RFQ 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 Human Resources Consulting Firm and subsequently awarding the Notice to Award to another Human Resources Consulting Firm. Such action by CRRA shall not constitute a breach of this RFQ by CRRA since the Notice of Award to the initial Human Resources Consulting Firm is deemed to be void ab initio and of no effect as if no Agreement ever existed between CRRA and the initial Firm.

13. RFQ PROJECTED TIMELINE

The following is the projected timeline for the RFQ process:

RFQ Formally Announced	April 30, 2006
Deadline for Written Questions	May 15, 2006
RFQ Submissions Due at CRRA	May 22, 2006
Short Listing of Firms	May 25, 2006
Interviews	June 5 – 9, 2006
Selection and Notice of Award Issued	June 16, 2006
Effective Date of Agreement	July 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 Human Resources Consulting Firms, and further reserves the right to reject any and all submissions 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 Human Resources Consulting Firm before submitting an RFQ Submission 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 Human Resources Consulting Firm'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 Human Resources Consulting Firm has discovered in the Contract Documents.

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

15. COMPENSATION FORM

Each Human Resources Consulting Firm submitting an RFQ Submission shall submit as part of its RFQ Submission a Compensation Form. (See Section 4 of the Contract Documents.) Firms should carefully review the Scope Of Services (**Exhibit A** to the Agreement) for each Category Of Services for which they wish to be considered prior to preparing the Compensation Form. The Compensation 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 Human Resources Consulting Firm(s), the successful Firm(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 Firm(s) perform such services, such Firm(s) will, at CRRA's sole and absolute discretion, execute a Request in the form outlined in **Exhibit B** to the Human Resources Consulting Services Agreement.

17. HUMAN RESOURCES CONSULTING FIRM'S QUALIFICATIONS

CRRA may make any investigation deemed necessary to determine the ability of any Human Resources Consulting Firm that has submitted an RFQ Submission to perform the Services required. Each such Firm shall furnish CRRA with all such information as may be required for this purpose.

18. AFFIDAVIT OF THIRD PARTY FEES

All Human Relations Consulting Firms that submit an RFQ Submission must complete and properly execute the Affidavit Of Third Party Fees. (See Section 7 of the Contract Documents.) If a Human Relations Consulting Firm has neither paid to any third party nor agreed to pay to any third party any fees attributable to this Agreement, such Firm 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 Firm'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 Human Resources Consulting Firm 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 Firm include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. These obligations of the successful Firm are absolute and shall apply notwithstanding any payment by the successful Firm of any State of Connecticut taxes or assessments in connection with its performance of the Services. (See Section 3.4 of the Agreement.)

20. DISCLOSURE OF INFORMATION

Recognizing that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes*, Human Resources Consulting Firms are hereby advised that any information contained in or submitted with or in connection with their respective RFQ Submission is subject to disclosure if required by law or otherwise. By submitting an RFQ Submission, each Firm expressly waives any claim(s) that such Firm 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. RFQ SUBMISSION PREPARATION AND OTHER COSTS

Each Human Resources Consulting Firm that submits an RFQ Submission shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its Submission, 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 RFQ Submissions. By submitting an RFQ Submission, each such Firm 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 Human Resources Consulting Firm, 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 Human Resources Consulting Firm 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 Firm 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 Firm.

At the request of CRRA and if the successful Human Resources Consulting Firm qualifies, the successful Firm 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
HUMAN RESOURCES CONSULTING SERVICES**

SECTION 3

**REQUEST FOR QUALIFICATIONS SUBMISSION
FORM**

REQUEST FOR QUALIFICATIONS SUBMISSION FORM

CATEGORY(IES) OF SERVICES:
(Check one or more Category of Services for which this RFQ Submission is being submitted):

- Temporary Staffing Services
 Recruiting Services
 General/Miscellaneous Human Resources Consulting Services

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

CONTRACT FOR: Human Resources Consulting Services

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

The undersigned (the "Human Resources Consulting Firm") accepts and agrees to all terms and conditions of the Request For Qualifications, Instructions To Human Resources Consulting Firms, the Agreement and any Addenda to any such documents. This Submission shall remain open and subject to acceptance for one hundred (100) days after the RFQ submission due date.

If CRRA issues a Notice Of Award to the Human Resources Consulting Firm for one or more of the categories of Services for which such Firm has requested consideration in its Submission, such Firm 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. HUMAN RESOURCES CONSULTING FIRM'S OBLIGATIONS

If this Submission Form is accepted by CRRA and CRRA issues a Notice Of Award to the Human Resources Consulting Firm, such Firm 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 Submission and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (c) At the request of CRRA and if the Human Resources Consulting Firm qualifies, such Firm 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. HUMAN RESOURCES CONSULTING FIRM'S REPRESENTATIONS

In submitting this Submission, the Human Resources Consulting Firm represents that:

- (a) The Human Resources Consulting Firm 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) The Human Resources Consulting Firm 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) The Human Resources Consulting Firm has correlated the information known to or obtained by such Firm with the Contract Documents;
- (d) The Human Resources Consulting Firm 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 Firm or, if such Firm has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that such Firm has discovered in the Contract Documents, such failure shall be deemed by both the Human Relations Consulting Firm 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 Human Resources Consulting Firm of all terms and conditions for performing, furnishing and completing the Services for which this Submission is submitted;
- (f) The Human Resources Consulting Firm acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as attached, are non-negotiable, and such Firm is willing to and shall, if CRRA accepts its Submission for the Services and issues a Notice Of Award to such Firm, execute such Agreement. However, CRRA reserves the right to negotiate with such Firm over such Firm's rates for the Services submitted on its Compensation Form; and
- (g) The Human Resources Consulting Firm agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, such Firm 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 Firm include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The Human Relations Consulting Firm 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 Submission 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 Submission:

- (a) The completed Compensation 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 Human Resources Consulting Firm;
- (d) Affidavit of Third Party Fees, which has been completely filled out by the Human Resources Consulting Firm 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 Human Resources Consulting Firm;
- (f) Non-Collusion Certificate, which has been completely filled out by the Human Resources Consulting Firm and signed before a Notary Public or Commissioner of the Superior Court;
- (g) Background Questionnaire, which has been completely filled out by the Human Resources Consulting Firm; and
- (h) Certification Concerning RFQ Forms, which has been completely filled out by Human Resources Consulting Firm and signed before a Notary Public or Commissioner of the Superior Court.

6. NOTICES

Communications concerning this Submission should be addressed to the Human Resources Consulting Firm at the address set forth below.

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

7. ADDITIONAL REPRESENTATIONS

The Human Resources Consulting Firm hereby represents that the undersigned is duly authorized to submit this Submission on behalf of such Firm;

AGREED TO AND SUBMITTED ON _____, 2006

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

**REQUEST FOR QUALIFICATIONS
FOR
HUMAN RESOURCES CONSULTING SERVICES**

**SECTION 4
COMPENSATION FORM**

COMPENSATION FORM

Human Resources Consulting Firms that submit an RFQ Submission must include in such Submission the Compensation Form for each Category of Services for which they want to be considered. Complete the appropriate Compensation Forms that follow.

COMPENSATION FORM TEMPORARY STAFFING SERVICES

CRRA seeks qualified firms to provide temporary staffing services for a wide range of positions. Please submit your hourly rates and conversion fees (if applicable) for the following sample positions:

Position	Hourly Rates		
	July 1, 2006 – June 30, 2007	July 1, 2007 – June 30 2008	July 1, 2008 – June 30, 2009
Clerical	\$	\$	\$
Secretarial	\$	\$	\$
Entry-Level Accountant	\$	\$	\$
Professional-Level Employee*	\$	\$	\$
Managerial-Level Employee	\$	\$	\$

* e.g., Engineer, Human Resources Professional, Financial Analyst

Position	Conversion Fees		
	July 1, 2006 – June 30, 2007	July 1, 2007 – June 30 2008	July 1, 2008 – June 30, 2009
Clerical	\$	\$	\$
Secretarial	\$	\$	\$
Entry-Level Accountant	\$	\$	\$
Professional-Level Employee*	\$	\$	\$
Managerial-Level Employee	\$	\$	\$

* e.g., Engineer, Human Resources Professional, Financial Analyst

COMPENSATION FORM RECRUITING SERVICES

CRRA seeks qualified firms to provide a range of recruiting services. CRRA may use firms to perform a full placement engagement to assist an internal placement process. Please submit price information for both a full recruiting engagement (e.g., percentage of salary, flat fee, etc.) and an hourly engagement assisting an internal recruitment process. Prices should be submitted for all levels of staff in firms who may participate in a CRRA engagement.

Full Recruiting Engagement

Provide price information for a full recruiting engagement (e.g., percentage of salary, flat fee, etc.).

Method of Compensation	July 1, 2006 – June 30, 2007	July 1, 2007 – June 30 2008	July 1, 2008 – June 30, 2009
Percentage of Salary	%	%	%
Flat Fee	\$	\$	\$
Other*			

* Specify other method:

Hourly Engagement Assisting An Internal Recruitment Process

Provide price information for an hourly engagement assisting an internal recruitment process. Prices should be provided for all levels of staff who may participate in a CRRA engagement.

Staff Name	Staff Level	Hourly Rate		
		July 1, 2006 – June 30, 2007	July 1, 2007 – June 30 2008	July 1, 2008 – June 30, 2009
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

Mark-Up Percentage

Provide information the percentage mark-up applied to travel, advertising and other expenses related to any engagement. If no mark-up is applied, enter "0%."

Item	Percentage of Mark-Up
Travel	%
Advertising	%
Other	%

COMPENSATION FORM
GENERAL/MISCELLANEOUS HUMAN RESOURCES
CONSULTING SERVICES

A wide range of human resources consulting services exist beyond the scope of the temporary staffing services and the recruiting services categories. These services include, but are not limited to, the following: outplacement services, salary consultation, team-building projects, employee development, development planning, coaching, position design, and other similar services. For any and all of such services for which your firm submits and RFQ Submission, please indicate the typical per-engagement fee and/or hourly rates of any of your firm's staff who would participate. If there are other services not enumerated herein, but for which your firm believes CRRA may have a need, please list such services and your firm's price arrangements.

Service	Typical Per-Engagement Fee		
	July 1, 2006 – June 30, 2007	July 1, 2007 – June 30 2008	July 1, 2008 – June 30, 2009
Outplacement Services	\$	\$	\$
Salary Consultation	\$	\$	\$
Team-Building Projects	\$	\$	\$
Employee Development	\$	\$	\$
Development Planning	\$	\$	\$
Coaching	\$	\$	\$
Position Design	\$	\$	\$
Other (Specify Below)			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Staff Name	Staff Level	Hourly Rate		
		July 1, 2006 – June 30, 2007	July 1, 2007 – June 30 2008	July 1, 2008 – June 30, 2009
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

**REQUEST FOR QUALIFICATIONS
FOR
HUMAN RESOURCES CONSULTING 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. For each category of Services for which the Human Resources Consulting Firm submitting an RFQ Submission (“the Firm”) wishes to be considered, summarize services of a similar nature to that specified in the Contract Documents which have been performed by the Firm and which will enable CRRA to evaluate the experience and professional capabilities of the Firm.
2. For each category of Services for which the Firm wishes to be considered, provide a brief description of the backgrounds of the individuals who would be assigned to work with CRRA. Please indicate their probable areas of responsibility and the percentage of their time that would be available to assist CRRA.
3. Describe the Firm’s experience as Human Resources Consulting Firm for governmental entities in Connecticut.
4. Describe the Firm’s affirmative action program.
5. Provide a copy of the Firm’s up-to-date certificate of insurance showing all current insurance coverage.
6. Provide as references a minimum of three (3) clients for whom the Firm has performed similar and substantial Services. Include the name of the person to contact, his/her telephone number and brief description of the services performed for the reference.
7. Provide a summary of the key strengths and qualifications of your firm to serve as Human Resources Consulting Firm to CRRA. (Your response to this question should not exceed one page).

**REQUEST FOR QUALIFICATIONS
FOR
HUMAN RESOURCES CONSULTING 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.</i> <i>If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many 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.</i> <i>If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor registered with the 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.</i> <i>If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor registered with 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.</i> <i>If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the 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.</i> <i>If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input type="text"/>		

LIST OF ACRONYMS

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

FOOTNOTE

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

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

**SECTION 7
AFFIDAVIT OF THIRD PARTY FEES**



AFFIDAVIT OF THIRD PARTY FEES (Form A2)

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. _____ (firm name) seeks to enter into the Human Resources Consulting 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 ¹

(Attach additional copies of this page as necessary.)

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

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

Signed: _____
 Name (Print): _____
 Title: _____

Sworn to before me this _____ day of _____ 200 6

 Notary Public/Commissioner of the Superior Court

¹ Please attach documents evidencing the terms of the fee arrangement and services.



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

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

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

Attach additional pages as necessary.

**REQUEST FOR QUALIFICATIONS
FOR
HUMAN RESOURCES CONSULTING SERVICES**

**SECTION 8
WAIVER OF DAMAGES FORM**



WAIVER OF DAMAGES FORM

HUMAN RESOURCES CONSULTING SERVICES

The Human Resources Consulting Firm submitting this RFQ Submission and all its affiliates and subsidiaries understand that by submitting a Submission, the Firm is acting at its and their own risk and the Firm 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 Firm:	
Signature of Authorized Official:	
Typed Name of Official:	
Title:	
Date:	

**REQUEST FOR QUALIFICATIONS
FOR
HUMAN RESOURCES CONSULTING SERVICES**

**SECTION 9
NON-COLLUSION CERTIFICATE**



NON-COLLUSION CERTIFICATE

HUMAN RESOURCES CONSULTING SERVICES

(This CERTIFICATION is to be signed by an authorized officer of the Human Resources Consulting Firm submitting an RFQ Submission or the Firms's managing general partner.)

By submission of this Submission, the Human Resources Consulting Firm identified below ("the Firm), 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 Submission 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 Submission have not, directly or indirectly, been knowingly disclosed by the Firm prior to "opening" to any other person or company;
- 3. No attempt has been made or will be made by the Firm to induce any other person, partnership or corporation to submit, or not to submit, a Submission for the purpose of restricting competition;
- 4. The Firm has not directly or indirectly induced or solicited any other firm to submit a false or sham Submission;
- 5. The Firm 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 Firm 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 _____ (Firm Name), the Firm 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
HUMAN RESOURCES CONSULTING 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 Human Resources Consulting Firm submitting this RFQ Submission ("the Firm") or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Firm ever been the subject of a <u>criminal</u> 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 Firm or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Firm ever been the subject of a <u>civil</u> 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 Firm has an ownership interest in excess of 50% in such entity ever been the subject of a <u>criminal</u> 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 Firm has an ownership interest in excess of 50% in such entity ever been the subject of a <u>civil</u> 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 Firm 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 _____ (Firm Name), the Firm 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
HUMAN RESOURCES CONSULTING SERVICES**

SECTION 11

CERTIFICATION CONCERNING RFQ FORMS



CERTIFICATION CONCERNING RFQ FORMS

HUMAN RESOURCES CONSULTING SERVICES

(This CERTIFICATION is to be signed by an authorized officer of the Human Resources Consulting Firm that is submitting this RFQ Submission ("the Firm") or the Firm's managing general partner.)

By submission of this Submission, the Firm 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 Submission 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 _____ (Firm Name), the Firm 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
HUMAN RESOURCES CONSULTING SERVICES**

**SECTION 12
NOTICE OF AWARD**

NOTICE OF AWARD

TO:

PROJECT(S): General Fund

CONTRACT NUMBER: _____

CONTRACT FOR: Human Resources Consulting Services

The Connecticut Resources Recovery Authority ("CRRA") has considered the RFQ Submission 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 Human Resources Consulting Services Agreement (the "Services").

You are hereby notified that your RFQ Submission has been accepted for the following category(ies) of Services from time to time at the same may be requested by CRRA:

- (a) [Categories of Services will be listed]

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 RFQ Submission 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:

ACCEPTANCE OF NOTICE

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

By: _____ (Signature)

_____ (Typed/Printed Name)

Title: _____

**REQUEST FOR QUALIFICATIONS
FOR
HUMAN RESOURCES CONSULTING SERVICES**

SECTION 13

**HUMAN RESOURCES CONSULTING SERVICES
AGREEMENT**

HUMAN RESOURCES CONSULTING SERVICES AGREEMENT

This **HUMAN RESOURCES CONSULTING SERVICES AGREEMENT** (this “Agreement”) is made and entered into as of the 1st day of July, 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, 6th Floor, Hartford, Connecticut 06103-1722 (“CRRA”) and, [Human Resources Consulting Firm], having a principal place of business at [Address] (“Consultant”).

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PRELIMINARY STATEMENT

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

WHEREAS, CRRA now desires to enter into this Agreement in order to have Consultant render certain independent human resources consulting 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. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

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

- (a) **“Addenda”** means written or graphic documents issued prior to the bid due date, which clarify, correct or change any or all of the Contract Documents.

- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), Notice To Firms – Request For Qualifications, Instructions To Human Resources Consulting Firms, Addenda, Consultant’s Submission in Response to this Request For Qualifications (including all documentation accompanying such Submission, all other documentation submitted in connection with such Submission, and all post-Submission documentation submitted prior to the Notice Of Award), Notice Of Award, any written amendments to any of the Contract Documents and any amendment issued pursuant to Section 7.5 hereof.
- (c) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **“Notice Of Award”** means written notification from CRRA to the apparent successful Human Resources Consulting Firm which states that CRRA has accepted such Firm’s bid and sets forth the remaining conditions that must be fulfilled by such Firm before CRRA executes the Agreement.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) 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;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;

- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

2. SCOPE OF SERVICES

2.1 Independent Human Resources Consulting Services

CRRA retains Consultant to render certain independent human resources consulting services to CRRA as identified as categories _____ of the human resources consulting services categories listed in **Exhibit A** attached hereto and made a part hereof (collectively, the "Services"). Pursuant to the *Connecticut General Statutes*, CRRA is prohibited from retaining or hiring a lobbyist as defined in section 1-91 of the *Connecticut General Statutes* or paying a finder's fee for any Services provided to CRRA. Therefore, Consultant shall not provide CRRA any lobbying services, or receive, pay, or distribute any finder's fees under this Agreement.

2.2 Performance And Completion Of The Work

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

- (a) Any and all instructions, guidance and directions provided by CRRA to Consultant;
- (b) The terms and conditions of this Agreement;
- (c) Sound human resources consulting 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.

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

2.3 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 Human Resources Manager (the "Human Resources Manager") or any person designated in writing to Consultant by the President. Any Services performed at the

request of anyone who is not an Authorized Representative shall not be paid for by CRRA. CRRA and Consultant shall from time to time mutually agree on the method and manner of performing such Services.

2.4 Direction Of Work

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

2.5 Access

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

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

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

2.6 Specific Services RFS

At its discretion, CRRA through an Authorized Representative, may require that prior to undertaking work on a specific task, Consultant and an Authorized Representative mutually agree in writing upon a detailed Scope of Services required for such task, together with an estimate of the time, cost, and expenses for such Services. In such cases, CRRA will request performance of such Services by means of a written request in accordance with the format of **Exhibit B** attached hereto and made a part hereof (a "Request"). Accordingly, upon receipt and acceptance of a written Request, Consultant will perform such Services described in such Request in accordance with the terms of this Agreement and such Request. If, during Consultant's performance of such Services, there is a change in Consultant's estimate time, cost or expenses for such Services, Consultant will promptly notify CRRA in writing of such change and shall not incur any costs or expenses exceeding those specified in the Request without prior written authorization from an Authorized Representative. CRRA shall not pay for any Services rendered or expenses incurred by Consultant in excess of those included in such Request unless specifically authorized in advance and in writing by an Authorized Representative.

2.7 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 which Consultant is performing. The report is to contain the following information in the format given:

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

2.8 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.

2.9 Confidential Work Product

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

3. COMPENSATION AND PAYMENT

3.1 Compensation Schedule

Consultant shall be paid by CRRA for the services rendered and expenses incurred under this Agreement on the basis set forth on **Exhibit C** attached hereto and made a part hereof. **All Services provided by Consultant to CRRA must be approved in advance by CRRA's Human Resources Manager. Any Services rendered by Consultant that were not approved in advance by CRRA's Human Resources Manager shall NOT be paid by CRRA even if said Services were requested by other CRRA staff.**

CRRA will not reimburse the costs of first-class travel and expects that travel arrangements will take advantage of any cost-effective discounts or special rates. Provided they are consistent with CRRA's Travel and Expense Reporting document attached hereto and made a part hereof as **Exhibit D**, Consultant's out-of-pocket expenses shall be reimbursed at cost and Consultant must provide to CRRA with each billing (i) receipts for all items greater than or equal to \$25 and (ii) copies of the Consultant's expense forms itemizing expenses incurred in providing Services to CRRA. Invoices shall be accompanied by an itemization of disbursements and costs (long-distance calls, photocopying, etc.) and travel expenses shall be itemized separately to indicate travel, lodging, business meeting, meals, taxis and other expenses (specially detailed). Disbursements will be reimbursed at the firm's cost.

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

3.2 Payment Procedure

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

- (a) The name, title and billing rate for each person performing Services for which payment is sought;
- (b) A description of the Services performed by each person by task;
- (c) The time spent by each person on the Services;
- (d) Separate listing of all expenses incurred including copies of receipts or subconsultant invoices;
- (e) The purchase order number;
- (f) The contract number for this Agreement (to be provided by CRRA); and

- (g) The request for services identification number, if appropriate.

Exhibit E, attached hereto and made a part hereof, is the format for all monthly bills.

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

Consultant shall not carry forward balances. If a previous invoice is unpaid, Contractor shall resubmit that periodic invoice for payment. Carrying balances forward will cause confusion and delay of payment. Contractor's service invoice must identify each individual with the amount of time for each service performed. Group or block billing is not acceptable and will be returned unpaid to Consultant for clarification and itemization.

The minimum billing increment to be used is one-tenth of an hour, .10. CRRA will expect all time to be computed on this basis and exact to within the nearest tenth of an hour. The use of a higher increment (.25) or "rounding" of times will be appropriately reduced from the bill.

If CRRA determines, in its sole discretion, that:

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

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

If, however, CRRA determines that:

- (a) Any of the Services for which Consultant has requested payment are 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.

3.3 Audit

CRRA reserves the right to review the reasonableness of all fees and expenses as they are billed to CRRA by Contractor. Upon reasonable notice from CRRA, Contractor agrees to allow CRRA to audit Contractor's files pertaining to CRRA work assigned to Contractor. Any such audit will be conducted on Contractor's premises and Contractor will be expected to produce any pertinent file information requested including Contractor's time and expense records.

For an audit, Contractor shall provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries.
- (b) Each individual's original bills and time slips for the Services he/she provided CRRA. You are to retain bills and time slips for each file.
- (c) A list of hourly rates for each individual.
- (d) A detailed explanation of your billing methods.

CRRA reserves the right to seek reimbursement of inappropriately billed time or expenses.

Contractor's acceptance of a work assignment from CRRA will be deemed as Contractor's agreement to conform to CRRA's billing policies and procedures.

3.4 State Of Connecticut Taxes

Consultant agrees that, pursuant to *Connecticut General Statutes* Section 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, Contractor also agrees that, pursuant to *Connecticut General Statutes* Section 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, Contractor shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Contractor's performance of this Agreement, nor shall Contractor

include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor 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 RFB or other submittal or proposal to CRRA in connection with this Agreement.

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate in accordance with the terms hereof on **June 30, 2009**.

4.2 Time Is Of Essence

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

4.3 Termination

This Agreement may be terminated by either CRRA or Consultant upon at least thirty (30) days' advance written notice, except that Consultant shall have no right to terminate until all Services have been completed to the satisfaction of CRRA, unless applicable rules of professional responsibility permit termination and if so, Consultant will allow CRRA to obtain substitute human resources consulting assistance before withdrawing from performance of the Services.

Upon receipt of such written notice from CRRA, Consultant shall immediately cease work on any and all CRRA matters, unless otherwise directed in writing by the Authorized Representative. Upon termination of this Agreement pursuant to this Section 4.3,

- (a) CRRA shall pay Consultant for all Services performed by Consultant prior to the termination date, provided:
 - (1) CRRA has determined that such Services have been performed by Consultant in accordance with the Standards,
 - (2) Payment for such Services has not been previously made or is not disputed by CRRA,
 - (3) Consultant is not in default hereunder and

(4) Consultant has performed all its obligations under this Section 8 to CRRA's satisfaction; and

(b) CRRA shall have no further liability hereunder.

Except for the payment that may be required pursuant to the preceding sentence, CRRA shall not be liable to Consultant in any other manner whatsoever in the event CRRA exercises its right to terminate this Agreement.

Consultant shall transmit to CRRA originals or copies of any and all material prepared, developed or obtained under this Agreement in Consultant's possession within thirty (30) days of receipt of the written notice of termination unless otherwise directed by the Authorized Representative. Consultant shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by CRRA and shall make them available for inspection and audit by CRRA. Consultant's obligations under this Section 4.3 shall survive the termination or expiration of this Agreement.

5. INDEMNIFICATION

5.1 Consultant's Indemnity

Consultant shall at all times protect, defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any all liabilities, actions, claims, damages losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damages to property or other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents or employers, or (b) Consultant or any of its directors, officers, employees, agents or subconsultants, or (c) any other person, to the extent any such injuries, damages or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Consultant or any of its directors, officers, employees, agents or subconsultants. Consultant further undertakes to reimburse CRRA for damages to property of CRRA caused by Consultant or any of its directors, officers, employees, agents or subconsultants. The existence of insurance shall in no way limit the scope of this indemnification. Consultant's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 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) Commercial general liability insurance alone or in combination with commercial umbrella insurance with a limit of five million (\$2,000,000.00)

dollars 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).

- (b) Workers' compensation insurance with statutory limits and employers' liability insurance limits of five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident and five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.
- (c) Professional liability insurance with a limit of one million (\$1,000,000.00) dollars.

6.2 Certificates

Upon Consultant's execution of this Agreement, Consultant shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 6.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 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 Section 6.1 above, a certificate or certificates containing the information required by Section 6.3 below and certifying that such insurance has been renewed and remains in full force and effect.

6.3 Specific Requirements

All policies for each insurance required hereunder shall:

- (a) Name CRRA as an additional insured (this requirement shall not apply to workers' compensation insurance, employers' liability insurance or professional liability insurance);
- (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; 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.

6.4 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.

6.5 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.

6.6 No Limitation On Damages

None of the provisions contained in this Section 6 shall be construed or deemed to limit Consultant's obligations under this Agreement to pay damages or other costs and expenses.

6.7 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.

7. MISCELLANEOUS

7.1 Non-Discrimination

Consultant agrees to the following:

- (a) 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, civil union 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;
- (b) 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, civil union 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; and

- (c) Consultant agrees to provide each labor union or representative of workers with which Consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Consultant's commitments under Section 4a-60 and 4a-60a of the Connecticut General Statutes and post copies of the notice in conspicuous place available to employees and applicants for employment;
- (d) Consultant agrees to comply with each applicable provision of Section 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes*; and
- (e) Consultant agrees to provide 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, Consultant 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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, 6th Floor
Hartford, CT 06103-1722
Attention: President

With a copy to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Human Resources Manager

(b) If to Consultant:

Attention: _____

7.7 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.

7.8 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.

7.9 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.

7.10 Small Contractors Application

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

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

CONTRACTOR

By: _____
Its
Duly Authorized

EXHIBIT A

To

HUMAN RESOURCES CONSULTING SERVICES AGREEMENT

SCOPE OF SERVICES

SCOPE OF SERVICES

The following are the Categories of Human Resources Consulting Services for which CRRA is requesting RFQ Submissions.

1. Temporary Staffing Services

Qualified Human Resources Consulting Firms will be required to provide to CRRA temporary staffing services for a wide range of positions, including, but not limited to, the following positions:

- (a) Clerical
- (b) Secretarial
- (c) Entry-level accountant
- (d) Senior accountant
- (e) Professional-level employee (e.g., Engineer, Human Resources professional, Financial Analyst)
- (f) Managerial-level employee.

2. Recruiting Services

Qualified Human Resources Consulting Firms will be required to provide a range of recruiting services to CRRA. Such services may range from full placement engagements to assisting in an internal placement process.

3. General (Miscellaneous) Human Resources Consulting Services

From time to time, CRRA requires the services of qualified Human Resources Consulting Firms for a wide range of human resources consulting services beyond the scope of the categories discussed above. These services include, but are not limited to, the following:

- (a) Outplacement services,
- (b) Salary consultation,
- (c) Team-building projects,
- (d) Employee development,
- (e) Development planning,
- (f) Coaching,
- (g) Position design, and
- (h) Other similar services.

EXHIBIT B

To

HUMAN RESOURCES CONSULTING SERVICES AGREEMENT

REQUEST FOR SERVICES STANDARD FORMAT

REQUEST FOR SERVICES – STANDARD FORMAT

[Date]

[Name of Human Resources Consulting Firm]
[Address of Human Resources Consulting Firm]

**Re: Human Resources Consulting 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 Human Resources Consulting Services Agreement, dated July 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 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
Human Resources Consulting Services Agreement
dated July 1, 2006

CONSULTANT [Firm Name]

By: _____
Title: _____

EXHIBIT C

To

HUMAN RESOURCES CONSULTING SERVICES AGREEMENT

COMPENSATION SCHEDULE

COMPENSATION SCHEDULE

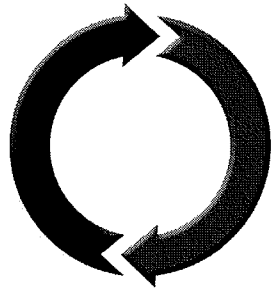
[The Compensation Schedule will be added by CRRA based on the successful Human Resources Consulting Firm's Compensation Form, as such Form may be modified as a result of negotiations between CRRA and the successful Human Resources Consulting Firm.]

EXHIBIT D

To

HUMAN RESOURCES CONSULTING 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.

ORIGINAL

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

REVISION 1

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

EXHIBIT E

To

HUMAN RESOURCES CONSULTING SERVICES AGREEMENT

MONTHLY BILL FORMAT

MONTHLY BILL FORMAT

Name of Consultant:	
Contract Number:	
Billing Period:	
Project Name:	Human Resource Consulting 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)					
Subtotal Personnel					
Ancillary Services/Equipment			Units	Rate	Amount
(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)					
Subtotal Ancillary Services/Equipment					

Subtotal for Task (Insert Task Number)	
---	--

TOTAL (Insert billing period for which bill is being submitted)	
--	--