

**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR PROPOSALS
("RFP")**

FOR

**INDEPENDENT AUDITING SERVICES
(RFP Number FY09-FA-002)**

PROPOSAL DUE DATE: APRIL 2, 2009

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

March 2, 2009

REQUEST FOR PROPOSALS
For
INDEPENDENT AUDITING SERVICES
(RFP Number FY09-FA-002)

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

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**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

SECTION 1

**NOTICE TO FIRMS
REQUEST FOR PROPOSALS**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO FIRMS REQUEST FOR PROPOSALS

The Connecticut Resources Recovery Authority ("CRRA") is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to over half of the municipalities in the state. CRRA has developed, constructed, and now operates an integrated system of three resource recovery facilities, two regional recycling centers, four transfer stations and an electricity generating facility. CRRA is also responsible for five closed landfills. At present, CRRA accepts more than 65% of the municipal solid waste generated in the State. These facilities are operated by entities that are under contract with CRRA.

CRRA is requesting proposals from qualified firms to perform independent auditing services for the audits for Fiscal Years 2009, 2010 and 2011. The contract period will be from June 1, 2009 through March 31, 2012.

Request for Proposal ("RFP") package documents may be obtained on the World Wide Web at <http://www.crra.org> under the "Business Opportunities" page beginning **Monday, March 2, 2009**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

CRRA encourages firms and individuals interested in this RFP to submit a Notice Of Interest Form to CRRA by 3:00 p.m., Friday, March 13, 2009. The Notice Of Interest Form is available on CRRA's web site along with the other RFP documents. While not mandatory, CRRA will use the information provided on the form to notify prospective proposers about the availability of addenda and other information related to the RFP.

Sealed proposals must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Thursday, April 2, 2009. Proposals received after the time and date set forth above shall be rejected. All proposals shall remain open for one hundred twenty (120) days after the proposal due date.

Proposals will be opened at CRRA's convenience on or after the proposal due date. Note that all information submitted by a proposer is subject to the Freedom of Information Act.

All questions regarding this RFP must be submitted in writing to Ronald Gingerich, by e-mail (rgingerich@crra.org), by fax [(860) 757-7742], or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than **3:00 p.m. on Friday, March 20, 2009**. Any firm considering submitting a proposal is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Gingerich.

**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

**SECTION 2
INSTRUCTIONS TO PROPOSERS**

INSTRUCTIONS TO PROPOSERS

INDEPENDENT AUDITING SERVICES

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1. Introduction

The Connecticut Resources Recovery Authority ("CRRA") is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to over half of the municipalities in the state. CRRA has developed, constructed and now operates an integrated system of three resource recovery facilities, two regional recycling centers and four transfer stations. CRRA is also responsible for five closed landfills. At present, CRRA accepts more than 65% of the municipal solid waste generated in the State. These facilities are operated by entities that are under contract with CRRA.

CRRA is requesting proposals from qualified firms to perform independent auditing services for Fiscal Years 2009, 2010 and 2011. The contract period will be from June 1, 2009 through March 31, 2012 with the option, at CRRA's sole and absolute discretion for a one-year extension from April 1, 2012 through March 31, 2013.

2. RFP Projected Timeline

The following is the projected timeline for the RFP process:

ITEM	DATE
RFP Documents Available	Monday, March 2, 2009
Notice of Interest Forms Due at CRRA	3:00 p.m., Friday, March 13, 2009
Deadline for Written Questions	3:00 p.m., Friday, March 20, 2009
Response to Written Questions	No Later Than Monday, March 30, 2009
Proposals Due at CRRA	3:00 p.m., Thursday, April 2, 2009
Interviews with Selected Proposers	Monday and Tuesday, May 4 and 5, 2009
Selection and Notice of Award Issued	Friday, May 29, 2009
Effective Date of Agreement	June 1, 2009

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

3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Independent Auditing Services Agreement (the "Agreement");
 - (2) RFP Package Documents (defined in (f) below);
 - (3) Addenda;
 - (4) Firm's Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-proposal documentation submitted prior to the Notice Of Award);
 - (5) Notice Of Award, with Contractor's Certification Concerning Gifts attached [to be executed by successful proposer]; and
 - (6) Any written amendments to the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local

governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.

- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful proposer that states that CRRA has accepted such proposer's proposal and sets forth the remaining conditions that must be fulfilled by such proposer before CRRA executes the Agreement.
- (e) **Project:** The provision by the successful proposer of independent auditing services for CRRA in accordance with the Contract Documents.
- (f) **RFP Package Documents:**
 - (1) Notice To Firms – Request For Proposals;
 - (2) Instructions To Proposers;
 - (3) Notice Of Interest Form;
 - (4) Proposal Form;
 - (5) Proposal Price And Payment Rate Schedule Form;
 - (6) References Form;
 - (7) Background And Experience Form;
 - (8) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 - (9) Affidavit Of Third Party Fees;
 - (10) Certification Concerning Nondiscrimination;
 - (11) Proposer's Background Questionnaire;
 - (12) Issues And Questions To Be Addressed;
 - (13) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 - (14) Notice Of Award, with Contractor's Certification Concerning Gifts attached [to be executed by successful proposer]; and
 - (15) Independent Auditing Services Agreement, including:
 - A. Scope Of Services;
 - B. Request For Services Standard Format;
 - C. Compensation Schedule;
 - D. CRRA's Travel And Expense Policy;
 - E. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 - F. Affidavit Of Third Party Fees;
 - G. Certification Concerning Nondiscrimination;
 - H. Contractor's Certification Concerning Gifts; and
 - I. CRRA President's Certification Concerning Gifts.

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

4. Communications With CRRA Staff and Board Members

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

5. Scope Of Services

CRRA is requesting proposals from qualified firms to perform independent auditing services that will include annual audit services and may include additional specific auditing work. The annual audit services shall be compensated on a fixed fee basis. Any additional specific auditing work requested by CRRA shall be performed pursuant to a Request For Services and shall be compensated on a time-and-materials basis and pursuant to the cost estimate provisions of the Request For Services.

CRRA is requesting proposals from qualified firms to perform independent auditing services for the audits for Fiscal Years 2009, 2010 and 2011. The contract period will be from June 1, 2009 through March 31, 2012, with the option, at CRRA's sole and absolute discretion of a one-year extension from April 1, 2012 through March 31, 2013.

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

6. Availability Of RFP Package Documents

Complete sets of the RFP Package Documents may be obtained on the World Wide Web beginning Monday, March 2, 2009 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFP: Independent Auditing Services" link.

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

The RFP Package Documents are also available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

7. Notice Of Interest

CRRA encourages prospective proposers to submit a Notice Of Interest Form to CRRA as early as they can (Section 3 of the RFP Package Documents). Forms should be submitted no later than **3:00 p.m., Friday, March 13, 2009**. While submittal of a Notice Of Interest Form is not mandatory, CRRA will use the information provided on the forms to notify interested firms about the availability of Addenda and any other information related to this RFP. Instructions for submitting the Form are included on the Form.

8. Addenda And Interpretations

CRRA may issue Addenda to the RFP Package Documents that shall, upon issuance, become part of this package and binding upon all potential or actual proposers for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential proposers. Any request for interpretation or clarification of any documents included in the RFP Package Documents must be **submitted in writing to Ronald Gingerich by e-mail rgingerich@crra.org, by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3:00 p.m. on Friday, March 20, 2009.**

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 7, above) or who picked up or requested from CRRA a printed copy of the RFP Package Documents no later than three (3) business days before the proposal due date. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFP: Independent Auditing Services" heading).

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

9. Proposal Submittal Procedures

Sealed proposals shall be submitted no later than 3:00 p.m., Eastern Time, Thursday, April 2, 2009 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich. Proposals received after the time and date set forth above shall be rejected.

Each proposer must submit one (1) original and five (5) copies of its proposal. The original proposal shall be stamped or otherwise marked as such.

Each proposal (the original and five copies) shall be enclosed in a sealed envelope that shall be clearly marked "Proposal For Independent Auditing Services."

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

The terms and conditions of the Agreement (Section 15 of this RFP), as attached, are non-negotiable. Any potential proposer that will be unable to execute the Agreement, as attached, should not submit a proposal.

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

10. Proposal Contents

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

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

- (a) Title page, including the title of the solicitation, the name of the firm and the date the proposal is submitted;
- (b) Cover letter, signed by a person authorized to commit the firm to the contractual arrangements with CRRA, which includes the following:
 - (1) The name of the firm;
 - (2) The legal structure of the firm (e.g., corporation, joint venture, etc.) and the State in which the firm is organized; and
 - (3) A clear statement indicating that the attached proposal constitutes a firm and binding offer by the firm to CRRA considering the terms and conditions outlined in the RFP Package Documents;
- (c) Table of Contents;
- (d) The Proposal Form (Section 4 of the RFP Package Documents), with Addenda, if any, listed in the appropriate place (Page 2), the name and address of the contact for Notices listed in the appropriate place (Page 6) and the completed agreement section (Page 7);
- (e) The completed Proposal Price And Payment Rate Schedule Form (Section 5 of the RFP Package Documents);
- (f) The completed References Form (Section 6 of the RFP Package Documents). Listed clients should be similar in nature to CRRA and the scope of the engagement should be similar to that outlined by the Contract Documents;
- (g) The completed Background And Experience Form (Section 7 of the RFP Package Documents). Be sure to provide a brief description of the firm, including

main businesses, number of employees, number of office and locations, and financial information. Provide a brief description of the office designated to serve CRRA. Include services available at the office and number of employees. List and discuss your firm's experience with governmental entities, resource recovery entities or auditing for entities similar to CRRA during the past five years.

- (h) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 8 of the RFP Package Documents), with the Proposer's most recent EEO-1 data attached if the Proposer wishes such data to be considered in the evaluation of its Proposal;
- (i) The completed Affidavit Of Third Party Fees form (subscribed and sworn before a Notary Public or Commissioner of the Superior Court) (Section 9 of the RFP Package Documents);
- (j) The completed Certification Concerning Nondiscrimination (Section 10 of the RFP Package Documents), with the Proposer's policies and procedures addressing nondiscrimination attached;
- (k) The completed Proposer's Background Questionnaire (subscribed and sworn before a Notary Public or Commissioner of the Superior Court) (Section 11 of the RFP Package Documents);
- (l) Answers to the Issues And Questions To Be Addressed (the answer to each question must begin on a new page) (Section 12 of the RFP Package Documents);
- (m) A copy of the proposer's up-to-date certificate of insurance showing all current insurance coverage;
- (n) A copy of the proposer's latest Peer Review.

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

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

11. Proposal Opening

Proposals will be opened at CRRA's convenience on or after the proposal due date.

CRRA reserves the right to reject any or all of the proposals, or any part(s) thereof, and/or to waive any informality or informalities in any proposal or the RFP process for this Project.

12. Proposal Evaluation

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

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

12.1 Evaluation Criteria

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

- (a) Qualifications of the proposer and its personnel, including the experience and availability of day-to-day auditing staff assigned to CRRA and the breadth and depth of other associates and professionals available to provide services to CRRA;
- (b) Familiarity with quasi-public agencies or resource recovery systems;
- (c) Experience in serving as auditor for clients, including governmental entities and resource recovery entities;
- (d) Demonstrated skill, ability and integrity to perform the Services required by the Contract Documents;
- (e) Team organization and approach, including the ability of the proposer 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;
- (f) Price;
- (g) Reputation;
- (h) Responsiveness in a timely manner to CRRA questions and work requests;
- (i) Connecticut presence as evidenced by the number of offices and employees the proposer maintains in Connecticut; and
- (j) Any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

12.2 Affirmative Action Evaluation Criteria

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

- (a) The proposer's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFP Package Documents));
- (b) The proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFP Package Documents));
- (c) The proposer's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFP Package Documents)); and
- (d) The proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 10(i) of this Instructions To Proposers).

13. Interviews

CRRA may, at its sole and absolute discretion, decide to interview one or more of the proposers for the Services. If CRRA does decide to interview any proposers, such interviews will be conducted on Monday and Tuesday, May 4 and 5, 2009 at CRRA's offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103.

14. Contract Award

If the contracts are to be awarded, CRRA will issue to the successful Proposer(s) a Notice Of Award within one hundred twenty (120) days after the proposal due date.

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

15. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful Proposer(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFP and the date the Agreement is executed. If the apparently successful Proposer(s) does not execute the Certification, it will be disqualified for the Agreement. The dates between which the Proposer(s) may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice Of Award included in the RFP Package Documents (see Section 14 of the RFP Package Documents).

16. Proposer's Qualifications

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

17. Proposal Preparation And Other Costs

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

**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

**SECTION 3
NOTICE OF INTEREST FORM**



NOTICE OF INTEREST FORM

Individuals and firms that have an interest in the Connecticut Resources Recovery Authority ("CRRA") solicitation listed below are encouraged to submit this Notice Of Interest Form to CRRA as early as they can. Forms should be submitted no later than the date specified below. Request For Bids/Proposals/Qualifications documents and other information released by CRRA related to the solicitation will be directly provided to those firms that have submitted this Form to CRRA by the Form Due Date.

Solicitation:	Independent Auditing Services
RFP Number:	FY09-FA-002
Form Due Date:	3:00 p.m., Friday, March 13, 2009

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

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

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

CRRA Contact:	Ronald Gingerich
E-Mail Address:	<u>rgingerich@crra.org</u>
Fax Number:	(860) 757-7742
Correspondence Address:	Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103

**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

**SECTION 4
PROPOSAL FORM**



PROPOSAL FORM

PROJECT: General

RFP NUMBER: FY09-FA-002

CONTRACT FOR: Independent Auditing Services

**PROPOSALS
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 Proposal Form (a "Proposal") shall have the same respective meanings assigned to such terms in the Contract Documents.

2. TERMS AND CONDITIONS

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

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

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

- (e) Satisfy all other conditions of the Notice Of Award.

3. PROPOSER'S OBLIGATIONS

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

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

4. PROPOSER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT

In submitting this Proposal, Proposer acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFP Package Documents, are non-negotiable, and Proposer is willing to and shall, if CRRA accepts its Proposal for the Services and issues a Notice Of Award to Proposer, execute such Agreement. However, CRRA reserves the right to negotiate with Proposer over Proposer's rates for the Services submitted on its Proposal Price And Payment Rate Schedule Form.

5. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

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

Addendum Number	Date Issued

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

6. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

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

7. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

In submitting this Proposal, Proposer acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Proposer shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Proposer's performance of this Agreement, nor shall Proposer include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Proposer represents and warrants that no State of Connecticut taxes or

assessments were included in any rates, costs, prices or other charges presented to CRRA in any Proposal or other submittal to CRRA in connection with this RFP.

8. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

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

9. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

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

10. PROPOSER'S REPRESENTATIONS CONCERNING RFP FORMS

By submission of this Proposal, the Proposer, together with any affiliates or related business entities or persons, the guarantor and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFP Package Documents that are submitted to CRRA as part of its Proposal are identical in form

and content to the preprinted forms in the RFP Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

11. PROPOSER'S WAIVER OF DAMAGES

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

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

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

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 13 [SEEC Form 11] of the Contract Documents.

13. ATTACHMENTS

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

- (a) The completed Proposal Price And Payment Rate Schedule Form;
- (b) The completed References Form;
- (c) The completed Background And Experience Form;
- (d) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (e) The completed Affidavit Of Third Party Fees that has been signed before a Notary Public or Commissioner of the Superior Court;

- (f) The completed Certification Concerning Nondiscrimination, with the Proposer's nondiscrimination policies and procedures attached;
- (g) The completed Background Questionnaire that has been signed before a Notary Public or Commissioner of the Superior Court;
- (h) 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;
- (i) A copy of the proposer's up-to-date certificate of insurance showing all current insurance coverage; and
- (j) A copy of the proposer's latest Peer Review.

14. NOTICES

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

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

15. ADDITIONAL REPRESENTATION

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

AGREED TO AND SUBMITTED ON _____, 2009

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

**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

SECTION 5

**PROPOSAL PRICE AND PAYMENT RATE
SCHEDULE FORM**



PROPOSAL PRICE AND PAYMENT RATE SCHEDULE FORM

Name of Proposer:	
Name of RFP	Independent Auditing Services

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

CRRA expects to execute fixed fee contracts for the Services outlined in Section 1 of the Scope Of Services (**Exhibit A** of the Agreement). CRRA anticipates that, in addition to the Services specified in Section 1 of **Exhibit A** of the Agreement, it may require the additional Services specified in Section 2 of **Exhibit A** of the Agreement. If CRRA, at its sole and absolute discretion, determines that it does require the additional Services specified in Section 2 of **Exhibit A** of the Agreement, it will issue a Request For Services in the form specified in **Exhibit B** of the Agreement for such Services.

1. Fixed Fee Services

In the form below, indicate the amount proposed as annual compensation to perform, furnish and complete all of the Services specified in Section 1 of **Exhibit A** of the Agreement.

Period	Proposed Fixed Fee Compensation
Fiscal Year 2009 Audit (June 1, 2009 through March 31, 2010)	\$
Fiscal Year 2010 Audit (April 1, 2010 through March 31, 2011)	\$
Fiscal Year 2011 Audit (April 1, 2011 through March 31, 2012)	\$

Proposer affirms that the total proposal price above represents the entire cost to complete the Services specified in Section 1 of **Exhibit A** of the Agreement in accordance with the Contract Documents, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting this Project, and that each and every such claim is hereby expressly waived by Proposer.

Name of Proposer (Firm):	
Signature of Proposer Representative:	
Name (Type/Print):	
Title:	
Date:	

2. Work Governed By Requests For Services

Services provided as a result of a Request For Services shall be reimbursed on a time and materials basis. CRRA makes no commitment that the Services specified in Section 2 of **Exhibit A** of the Agreement or any other services provided pursuant to a Request For Services will be undertaken. In any event, these services will be separate from those services covered by the annual Fixed Fees.

2.1 Personnel Billing Rates

On Page 3 of this Form, Proposer must list the staff level, title and hourly billing rates for each staff level of personnel in its firm who will be assigned to work with CRRA on the project.

2.2 Ancillary Service Rates

On Page 4 of this Form, Proposer must provide the rates at which ancillary services are billed, including, but not limited to:

- Travel in firm-owned vehicle (per mile);
- Any other services (excluding telephones) for which the bidder routinely bills.

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

Staff Level	Title	Hourly Rate		
		FY 2009 Audit (Jun. 1, 2009 - Mar. 31, 2010)	FY 2010 Audit (Apr. 1, 2010 - Mar. 31, 2011)	FY 2011 Audit (Apr. 1, 2011 - Mar. 31, 2012)

ANCILLARY SERVICE RATES
(Provide Rates Below)

(Use Additional Sheets If Necessary)

Ancillary Service	Rate		
	FY 2009 Audit (Jun. 1, 2009 – Mar. 31, 2010)	FY 2010 Audit (Apr. 1, 2010 – Mar. 31, 2011)	FY 2011 Audit (Apr. 1, 2011 – Mar. 31, 2012)
Travel in Firm-Owned Vehicle (Per Mile)			
Any Other Services For Which You Routinely Bill (List Below)			

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**SECTION 6
REFERENCES FORM**



REFERENCES FORM

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

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

**REQUEST FOR PROPOSALS
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**SECTION 7
BACKGROUND AND EXPERIENCE FORM**



BACKGROUND AND EXPERIENCE FORM

In the space below, summarize work performed/services provided of a similar nature to that specified in the Contract Documents which has been performed by the bidder/proposer and which will enable CRRA to evaluate the experience and professional capabilities of the bidder/proposer.

[Attach Additional Pages If Necessary]

[Empty space for summarizing work performed/services provided]

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



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

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

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

LIST OF ACRONYMS

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

FOOTNOTE

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

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

**REQUEST FOR PROPOSALS
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**SECTION 9
AFFIDAVIT OF THIRD PARTY FEES**



**AFFIDAVIT OF THIRD PARTY FEES
(Form A2)**

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

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

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

Name Of Payee	Dollar Amount Paid Or Value Of Non-Cash Compensation <u>AND</u> Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee 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 9

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 PROPOSALS
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**SECTION 10
CERTIFICATION CONCERNING
NONDISCRIMINATION**



**CERTIFICATION CONCERNING
NONDISCRIMINATION**

(This certification must be executed by an individual or business entity submitting a bid/proposal to the Connecticut Resources Recovery Authority regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.).

I, _____, a duly authorized officer and/or representative
of _____ (firm name)
(the "Consultant"), hereby certify that:

1. Consultant seeks to enter into the Independent Auditing Services Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. In carrying out its obligation under the Agreement, Consultant will abide by the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142; and
3. Attached are the policies and procedures concerning nondiscrimination, which have not been modified or rescinded, adopted by the appropriate governing body or management of Consultant; and
4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief.

IN WITNESS WHEREOF, the undersigned has executed this certificate this

_____ day of _____ 200 9

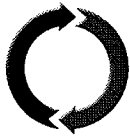
By (Signature): _____

Name (Print): _____

Title: _____

**REQUEST FOR PROPOSALS
FOR
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**SECTION 11
BACKGROUND QUESTIONNAIRE**



**BIDDER'S/PROPOSER'S BACKGROUND
QUESTIONNAIRE**

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

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

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

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 200 9

 Notary Public/Commissioner of the Superior Court

**REQUEST FOR PROPOSALS
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**SECTION 12
ISSUES AND QUESTIONS TO BE ADDRESSED**

ISSUES AND QUESTIONS TO BE ADDRESSED

INSTRUCTIONS: Complete, written answers must be provided to each of the following issues/questions and each answer must begin on a new page.

1. Comment on your ability to commit to the following Audit Schedule.

FY 09 Audit Schedule

Commencement of audit fieldwork	August 10, 2009
Audit fieldwork completed	Week of August 17, 2009
Deliver draft Audit Report to Finance Chairperson and CFO	September 7, 2009
Audit presentation for Finance Committee	September 17, 2009
Attend Board of Directors meeting	September 24, 2009
Delivery Audit Report to State Comptroller	September 30, 2009
Management Letter and discussion with Finance Committee	October 2009

2. Provide a brief description of the background and experience of the individuals in your firm who would be assigned to work with CRRA. Indicate their probable areas of responsibility and the percentage of their time which would be available to assist CRRA.
3. Describe your firm's experience with governmental entities, resource recovery entities or organizations similar to CRRA during the past five years.
4. Provide an outline of your firm's research and analytical capabilities.
5. Provide the following information on your firm's audit approach:
 - (a) Proposed segmentation of the engagement;
 - (b) Level of staff and number of hours to be assigned to each proposed segment of the engagement;
 - (c) Extent of use of computer software in the engagement;
 - (d) Approach to be taken in determining laws and regulations that will be subject to the audit test work;
 - (e) Ability to meet required filing deadlines; and
 - (f) Ability to provide electronic versions of audited financial statements.

6. Disclose and describe in detail any potential or actual conflicts of interest that your firm may or does have with CRRA.
7. If your firm has advised or been engaged by any of the organizations listed on the attached "CRRA Vendors FY 2008" (or their subsidiaries or affiliates), list the name of the organization and the matter(s) on which your firm represented the organization. Representation of these clients will not necessarily result in disqualification from work with CRRA. The nature and extent of the representation of such clients, appropriate conflict of interest rules and the nature and extent of proposed representation of CRRA will be considered.
8. Indicate what particular or special qualifications distinguish your firm and make it appropriate to provide independent auditing services to CRRA.

FISCAL YEAR 2008 VENDORS PAID \$5,000 OR MORE

A & A OFFICE SOLUTIONS
A J BELLIVEAU RAILROAD CONSTRUCTION INC
AAD ASSOCIATES LLC
AAF INTERNATIONAL
ABM JANITORIAL NE INC
ADP INC
AFLAC WORLD HEADQUARTERS
ALL WASTE INC
ALTERNATIVE RESOURCES, INC
AMANDI SERVICES
AMERICAN EXPRESS
AMERICAN INDUSTRIES, INC.
AMERICAN ROTOR CO., INC.
AMERITAS LIFE INSURANCE CORP
ANCHOR ENGINEERING SERVICES INC
AON RISK SERVICES INC OF WASHINGTON DC
AT&T
B G MECHANICAL SERVICE INC
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
BANK OF AMERICA
BERGERON RUBBISH & TRASH SERVICE
BODE EQUIPMENT COMPANY
BOTTICELLO INC
BROWN RUDNICK BERLACK ISRAELS LLP
BRRFOC
BUSCH SYSTEMS INTERNATIONAL, INC.
C K ENVIRONMENTAL INC
CAPITOL CLEANING CONTRACTORS INC
CARLIN CHARRON & ROSEN LLP
CDW GOVERNMENT INC
CENTRAL CONSTRUCTION INDUSTRIES LLC
CERIDIAN BENEFIT SERVICES
CITY CARTING INC
CITY OF BRIDGEPORT
CITY OF HARTFORD
CITY OF NORWALK
CITY SIGN INC
CME ASSOCIATES, INC.
COHN BIRNBAUM & SHEA
COLONIAL PAVING CO. OF EAST HARTFORD
CONN COMMUNITY PROVIDERS ASSOC
CONN CONSTITUTION ASSOCIATES LLC
CONN DEPT OF ENVIRONMENTAL
CONN INTERLOCAL RISK MGMT AGCY
CONN NATURAL GAS CORPORATION
CONN POST ADV LGL NTC
CONN RIVER ESTUARY REGL PLAN. AGENCY
CONN ST OF COMM REVENUE SERVICES
CONNECTICARE, INC.
CONSTRUCTION NETWORK SERVICES, INC.
COPE RUBBISH REMOVAL
COVANTA MID-CONN INC
COVANTA PROJECTS OF WALLINGFORD LP
COVANTA SOUTHEASTERN CT
CRAIN COMMUNICATIONS INC
CUBITT JACOBS & PROSEK LLC
CWPM LLC
D W TRANSPORT AND LEASING INC
DELL MARKETING LP
DHL EXPRESS (USA) INC
DIVERSIFIED ENVIRONMENTAL SERVICES, INC
DIVERSIFIED TECHNOLOGY CONSULT., INC.
DMJM+HARRIS INC
DVIRKA & BARTILUCCI CONSULT. ENGINEERS
E. T. & L. CORPORATION
EAST COAST LINER CO
ECO INTERNATIONAL, LLC
ECO OPERATIONS INC
ENVIRONMENTAL CAPITAL LLC
ENVIRONMENTAL SERVICES INC
EPICOR SOFTWARE CORPORATION
FCR INC
FEDERAL EXPRESS CORP
FIDELITY INVESTMENTS
FINN DIXON & HERLING LLP
FUSS AND ONEILL INC
G. L. CAPASSO, INC.
GEORGE E. SANSOUCY, PE, LLC
GRAINGER
GRAPHIC IMAGE, INC
GRILLO ENGINEERING CO
GZA GEOENVIRONMENTAL
H O PENN MACHINERY CO INC
HALLORAN AND SAGE LLP
HARTFORD COURANT ADVERT LEGAL NOTICE
HAZ-PROS INC.
HDR ENGINEERING INC
HENEGHAN KENNEDY & DOYLE LLC
HERB HOLDEN TRUCKING INC
HOOKER & HOLCOMBE INVESTMENT ADVISORS
HORTON INTERNATIONAL LLC
HRP ASSOCIATES INC
I & C SYSTEMS ENGINEERING
INFINITY CONSTRUCTORS, INC.
IRON MOUNTAIN INCORPORATED
ISO NEW ENGLAND INC
JKL TECHNOLOGIES, LLC
JOHN WATTS ASSOCIATES
JV III CONSTRUCTION, INC.
KAINEN ESCALERA & MCHALE PC
KINNEY/CENTRAL PARKING SYSTEM OF CT INC
KLEINSCHMIDT ASSOCIATES
KNAPP ENGINEERING PC
LA VOZ HISPANA
LANDSEN CONSTRUCTION CORP
LAUREN STAFFING SERVICES
LEGGETTE, BRASHEARS & GRAHAM, INC.
LINDA COHAN, MSW, CSC
LYDON MILLWERIGHT SERVICES, INC.
M FRANK HIGGINS & CO, INC
MAINTENANCE TECHNOLOGIES INTERN'L
MALCOLM PIRNIE INC

FISCAL YEAR 2008 VENDORS PAID \$5,000 OR MORE

MARCHESE CONSULTING, LLC
MARCHION & FAUCHER ENTERPRISES, INC.
MATRIX POWER SERVICES INC
MCCARTER & ENGLISH LLP
MCGUIREWOODS LLP
MDC
MERRITT CONTRACTORS INC
METTLER TOLEDO INC
MURPHY ROAD RECYCLING LLC
NAVIGANT CONSULTING, INC.
NEW ENGLAND MASONRY & ROOFING CO.
NEW HAVEN REGISTER
NEW HORIZONS-HARTFORD
NEWINGTON ELECTRIC COMPANY INC
NEXTEL COMMUNICATIONS INC
NIRO LANDSCAPE CONTRACTORS INC
NORTHEAST GENERATION SERVICES CO
NORTHEAST MINORITY NEWS INC
NORTHEAST UTILITIES/CL&P
NZYMSYS INC
OFFICEMAX - CONTRACT INC.
PAINTING & DECORATING INC
PEPE & HAZARD LLP
PERAKOS AND ZITSER PC
PHILIP ANALYTICAL SERVICES
PITA COMMUNICATIONS LLC
PITNEY BOWES
PRIMARY LANDSCAPING, LLC
PULLMAN AND COMLEY LLC
QUALITY WELDING, LLC
R BATES AND SONS INC
R W BECK INC
REGIONAL REFUSE DISPOSAL DISTRICT ONE
ROCKWELL COMMUNICATIONS
RYAN BUSINESS SYSTEMS INC
SANTARO DEVELOPMENT, LLC
SCHINDLER ELEVATOR CORPORATION
SCS ENGINEERS PC
SCS FIELD SERVICES
SEAMARK TECHNOLOGIES, LLC
SEBBENS LAWN SERVICE
SELECT ENERGY, INC.
SHELL FLEET PLUS
SIDLEY AUSTIN LLP
SIMPLEX GRINNELL LP
SIR SPEEDY BLOOMFIELD
SONITROL
SOUND ENVIRONMENTAL SOLUTIONS
SOUTHEASTERN CT REG RES. RECOV. AUTH
SOUTHERN CONNECTICUT GAS CO
SOUTHWEST CONNECTICUT REGIONAL
STAFFING NOW, INC.
STANDARD INSURANCE COMPANY, THE
STRATEGIC PERSUASION GROUP LLC
SUPERIOR WASTE DISPOSAL INC
THE STANDARD INSURANCE CO
TOWN OF CANTON
TOWN OF EAST GRANBY
TOWN OF ELLINGTON
TOWN OF ESSEX
TOWN OF GRANBY
TOWN OF ORANGE
TOWN OF PRESTON
TOWN OF SALISBURY
TOWN OF SIMSBURY
TOWN OF SOUTHURBY
TOWN OF WALLINGFORD
TOWN OF WATERTOWN
TOWN OF WESTON
TOWN OF WILTON
TOWN OF WINDSOR
TRC ENVIRONMENTAL CORP
UBS FINANCIAL SERVICES, INC
UNITED ILLUMINATING COMPANY
UNITED INDUSTRIAL SERVICES
URS CORPORATION
US BANK
USDA WILDLIFE SERVICES
VAN HORST GENERAL CONTRACTORS LLC
VERIZON WIRELESS
VIDEO MONITORING SERVICES OF AMERICA LP
WAGNER FORD
WALKER MAGNETICS NATIONAL LIMITED
WALKER SYSTEMS SUPPORT
WARNOCK FLEET
WASTE MANAGEMENT OF MASSACHUSETTS
WELDING WORKS INC
WEST GROUP
WHEELABRATOR BRIDGEPORT LP
WHEELABRATOR PUTNAM INC
WTE RECYCLING INC

**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

**SECTION 13
SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION BAN**

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

**SECTION 14
NOTICE OF AWARD**



NOTICE OF AWARD

TO: [NAME OF SUCCESSFUL PROPOSER]
[ADDRESS OF SUCCESSFUL PROPOSER]

PROJECT: General Fund

RFP NUMBER: FY09-FA-002

CONTRACT: Independent Auditing Services

The Connecticut Resources Recovery Authority (“CRRA”) has considered the Proposal submitted by you dated [DATE] in response to CRRA’s Notice To Firms And Individuals – Invitation To Propose for the above-referenced Services, which Services are more particularly described in the Independent Auditing Services Agreement (the “Services”).

You are hereby notified that your Proposal has been accepted for the Services from time to time as the same may be requested by CRRA for the audits for Fiscal Years 2009, 2010 and 2011. The contract shall cover the period from June 1, 2009 through March 31, 2012.

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

- (a) Execute the two attached counterparts of the non-negotiable Independent Auditing Services Agreement and deliver such executed counterparts to CRRA. Such execution includes entering the requested information in the “Notices” Section (Section 7.7, Page 18) of the Agreement, signing the Agreement (Page 20), printing the signer’s name under the signature line (Page 20) and printing the signer’s title following the word “Its” (Page 20);
- (b) Execute the attached Contractor’s Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance; and
- (d) 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 (d) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Proposal as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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

Dated this [DAY] day of [MONTH], 2009.

Connecticut Resources Recovery Authority

By: _____
[NAME OF CRRA OFFICIAL]
Title: [TITLE OF CRRA OFFICIAL]

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2009.

By:

Signature: _____
Name (print/type): _____
Title: _____

ATTACHMENT A

To

NOTICE OF AWARD

**CONTRACTORS CERTIFICATION CONCERNING
GIFTS**



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

INDEPENDENT AUDITING SERVICES

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

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

I, _____, a duly authorized officer and/or representative of _____ (firm name) (the "Contractor"), 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; and
2. The Contractor has submitted a bid/proposal for the Independent Auditing Services Agreement (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between July 1, 2008 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreementto
 - (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
 - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

5. The Contractor made the bid/proposal for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Nhan Vo-Le, Director of Accounting Services
James Bolduc, Chief Financial Officer

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Christopher G. Donovan, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

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 Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 200 8

Notary Public/Commissioner of the Superior Court

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall **not** include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

**REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES**

**SECTION 15
INDEPENDENT AUDITING SERVICES
AGREEMENT**

**INDEPENDENT AUDITING SERVICES
AGREEMENT
FOR
FISCAL YEARS 2009, 2010 AND 2011
AUDITS**

**BETWEEN
CONNECTICUT RESOURCES RECOVERY
AUTHORITY
AND
[NAME OF AUDITOR]**

JUNE 1, 2009

INDEPENDENT AUDITING SERVICES AGREEMENT FOR FISCAL YEARS 2009, 2010 AND 2011 AUDITS

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EXHIBIT A – Scope Of Services

EXHIBIT B – Request For Services Standard Format

EXHIBIT C – Compensation Schedule

EXHIBIT D – CRRA Travel And Expense Policy

EXHIBIT E – SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State
Contractors Of Campaign Contribution And Solicitation Ban

EXHIBIT F – Affidavit Of Third Party Fees

EXHIBIT G – Certification Concerning Nondiscrimination

EXHIBIT H – Contractor's Certification Concerning Gifts

EXHIBIT I – President's Certification Concerning Gifts

This **INDEPENDENT AUDITING SERVICES AGREEMENT FOR [EITHER “FISCAL YEAR 2009 AUDIT” OR “FISCAL YEARS 2010 AND 2011 AUDITS”]** (“Agreement”) is made and entered into as of this First day of June, 2009 by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (hereinafter “CRRA”) and **[NAME OF AUDITOR]**, having its principal offices at **[ADDRESS OF AUDITOR]** (hereinafter “Auditor”).

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”).

WHEREAS CRRA now desires to enter into this Agreement with Auditor in order for Auditor to provide certain independent auditing services from time to time in accordance with the Contract Documents (the “Project”).

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

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

- (a) **“Addenda”** means written or graphic documents issued prior to the 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 Proposals, Instructions To Proposers, Addenda, Auditor’s proposal (including all documentation accompanying such proposal, all other documentation submitted in connection with such proposal, and all post-proposal documentation submitted prior to the Notice Of Award), Notice Of Award, any written amendments to any of the Contract Documents.
- (c) **“Effective Date”** means the date set forth above in this Agreement.
- (d) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal,

state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.

- (e) **“Notice Of Award”** means written notification from CRRA to the apparent successful proposer which states that CRRA has accepted such proposer’s bid and sets forth the remaining conditions that must be fulfilled by such proposer 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 Article, 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 Auditor's Responsibilities

Auditor shall be responsible for furnishing all labor, materials, supplies, tools, equipment and incidentals thereto to provide independent auditing services including, but not limited to, the Services described in Exhibit A attached hereto (collectively, the "Services") as such Services may be requested from time to time by CRRA on the terms specified in this Agreement.

2.2 Performance and Completion of Services

All Services shall be performed and completed by Auditor as an independent contractor and in a good workmanlike manner consistent and in accordance with:

- (a) Any and all instructions, guidance and directions provided by CRRA to Auditor;
- (b) The Contract Documents;
- (c) Sound independent auditing practices;
- (d) The highest prevailing industry standards applicable to Auditor and its performance of the Services hereunder;
- (e) All Laws And Regulations; and
- (f) Any Request (as hereinafter defined) pursuant to which such Services are rendered.

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

Auditor shall obtain any locally required building or other permits required for the Services, and Auditor shall also assist and fully cooperate with CRRA in obtaining any other applicable permits necessary to begin and complete the Services.

2.3 Direction of Services

CRRA may, where necessary or desired, provide Auditor with instructions, guidance and directions in connection with Auditor's performance of the Services hereunder. CRRA reserves the right to determine whether Auditor will, upon completion of any phase of the Services, proceed to any or all remaining phases of the Services. If CRRA determines that Auditor shall not proceed with the remaining Services, CRRA shall terminate this Agreement in accordance with Section 4.3 hereof.

2.4 CRRA's Inspection Rights

Auditor's performance of the Services hereunder, as well as Auditor's work products resulting from such performance, are subject to inspection by CRRA. Inspections may be

conducted at any time by CRRA. In the event of an inspection, Auditor shall provide to CRRA any documents or other materials that may be necessary in order for CRRA to conduct the inspection. If, after any such inspection, CRRA is unsatisfied with Auditor's performance of the Services hereunder or any of the work products resulting therefrom, Auditor shall, at the direction of CRRA, render such performance or work products satisfactory to CRRA at no additional cost or expense to CRRA and without any extension of the Project Schedule for the remaining Services. For purpose of this Section 2.4, CRRA shall mean CRRA.

2.5 Specific Services Request For Services

At its discretion, CRRA may require that prior to undertaking work on a specific task or in connection with CRRA's desire to have Auditor render Services as specified in Section 2 of **Exhibit A**, Auditor and CRRA 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, Auditor will perform such Services described in such Request in accordance with the terms of this Agreement and such Request.

If, during Auditor's performance of such Services, there is a change in Auditor's estimate time, cost or expenses for such Services, Auditor 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 CRRA. CRRA shall not pay for any Services rendered or expenses incurred by Auditor in excess of those included in such Request unless specifically authorized in advance and in writing by CRRA.

2.6 Lobbying And Paying Finder's Fees

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

2.7 Proprietary Information

Auditor shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for Auditor's own purposes or for the benefit of any person, firm, corporation or other entity (other than CRRA) without the prior written consent of CRRA. Any report or other work product prepared by Auditor in connection with the performance of the Services hereunder shall be owned solely and exclusively by CRRA and cannot be used by Auditor 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, Auditor acknowledges that CRRA is subject to the

Connecticut Freedom of Information Act and CRRA must disclose certain documents in accordance with said statutes.

Auditor may release to insurers and other financial institutions CRRA's information relevant to the underwriting and/or evaluation of CRRA's risks and the processing of its claims, provided that such insurers and financial institutions are informed of the confidential nature of such information. Auditor retains all of its rights in its inventions, expressions, know how, techniques, skills, knowledge and experience and materials used by it generally or provided by it generally to clients, and Auditor shall not be restricted in any way with respect thereto. The restrictions and agreements set forth in this Section 2.7 shall not apply to any information:

- (a) Which at the time disclosed to or obtained by Auditor is in the public domain;
- (b) Which becomes part of the public domain through no act, omission or fault of Auditor;
- (c) Which Auditor's records demonstrate was developed independently by Auditor or was received by Auditor from a third party which Auditor had no reason to believe had any confidentiality or fiduciary obligation to CRRA with respect to such information;
- (d) Which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, Auditor shall give prior timely notice of such disclosure to CRRA to permit CRRA to seek a protective order, and, absent the entry of such protective order, Auditor shall disclose only such Confidential Information that Auditor is advised by its counsel must be disclosed by law; or
- (e) Following the lapse of five years after disclosure of such information to Auditor.

2.8 Books and Records

Auditor shall maintain proper books and records containing complete and correct information on all Services performed by Auditor pursuant to this Agreement in accordance with generally accepted accounting principles and practices. CRRA has the right to inspect and review all such books and records during Auditor's business hours.

2.9 Status of Auditor

CRRA and Auditor acknowledge and agree that Auditor is acting as an independent Auditor in performing any Services for CRRA hereunder and that Auditor shall perform such Services in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship, an employer-employee relationship or any other relationship between CRRA and Auditor other than that of an owner and an independent contractor. Auditor is expressly forbidden from transacting any business in the name of or on

account of CRRA, and Auditor has no power or authority to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever.

2.10 Auditor's Employees

All persons employed by Auditor shall be subject and responsible solely to the direction of Auditor and shall not be deemed to be employees of CRRA.

2.11 Restriction On Other Agreements

This Agreement shall not be construed to restrict either CRRA or Auditor from entering into other consulting agreements similar to this one with other parties provided however the employees of Auditor providing services hereunder shall not render services to another which would either be in conflict with the interests of CRRA or prevent Auditor from performing hereunder.

3. COMPENSATION AND PAYMENT

3.1 Compensation Schedule

Auditor shall be paid by CRRA for the services rendered and expenses incurred under this Agreement pursuant to Section 1 of **Exhibit A** of this Agreement on the basis set forth in Section 1 of **Exhibit C** of this Agreement (the "Fixed Fee Services"). Auditor shall not receive any other compensation for the performance of the Services specified in Section 1 of **Exhibit A** of the Agreement. If CRRA decides to exercise its option for the additional one year of Services, it will negotiate a price with the Auditor for such extension.

Auditor shall be paid by CRRA for any services rendered and expenses incurred under this Agreement pursuant to a Request For Services, including those Services specified in Section 2 of **Exhibit A** of this Agreement, on the basis set forth in Section 2 of **Exhibit C** of this Agreement (the "Services Pursuant To A Request For Services").

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**, Auditor's out-of-pocket expenses shall be reimbursed at cost. Auditor will be deemed to have met CRRA's "receipt" requirements of such document if Auditor provides to CRRA with each billing

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

Auditor 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.

3.2 Bill Format

Auditor shall render a bill to CRRA on June 30, August 31 and September 30 of each period for which it is providing Services. Each bill shall be for one-third of the Fixed Fee Services amount specified for that period in **Exhibit C**. Each bill shall contain at least the following information:

- (a) A description of the Services performed by each person by task;
- (b) The project name and number to be charged;
- (c) The purchase order number (to be provided by CRRA);
- (d) The contract number for this Agreement (to be provided by CRRA); and
- (e) The request for services identification number, if appropriate.

For Services performed pursuant to a Request For Services, Auditor shall render a bill as specified in the Request For Services.

Auditor 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.

3.3 Payment Procedure

If CRRA determines, in its sole discretion, that

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

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

If, however,

- (a) CRRA determines that any of the Services for which Auditor has requested payment are not in conformance with the Standards,

- (b) Such bill does not contain all the requisite information, or
- (c) Auditor is in default hereunder,

then CRRA may, in its sole and absolute discretion, withhold all or a portion of the payment requested by Auditor and Auditor shall, if requested by CRRA, immediately take, at Auditor'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 Auditor any amount due Auditor under this Agreement if Auditor is in default hereunder. If CRRA disputes the amount in any written request for payment submitted by Auditor, CRRA shall have the right to withhold the disputed amount until the dispute is settled. CRRA shall notify Auditor of any disputed amount and the reason(s) for disputing such amount.

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

3.4 Contingent, Management Service And Placement Commissions

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

3.5 Accounting Obligations

Auditor shall maintain books and accounts of the costs incurred by Auditor in performing the Services pursuant to this Agreement by contract number and in accordance with generally accepted accounting principles and practices. CRRA, during normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.

3.6 Audit

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

For an audit, Auditor must provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries;
- (b) Each worker's original bills and time slips for the services. Auditor must retain bills and time slips for each file;
- (c) A list of hourly rates for each individual providing Services.
- (d) A detailed explanation of Auditor's billing methods.

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

3.7 Withholding Taxes And Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Auditor, nor be withheld from payment to Auditor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the Services to be performed hereunder by Auditor, or any of Auditor's employees or subcontractors. Auditor shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.6 and Auditor hereby agrees to indemnify CRRA and hold CRRA harmless against any and all such taxes, insurance or payments, or similar costs which CRRA may be required to pay in the event that Auditor's status hereunder is determined to be other than that of an independent contractor.

3.8 State of Connecticut Taxes

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

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

Auditor should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services ("DRS") and any other applicable tax authority, with regard to such tax authorities' policies, procedures, recordkeeping and filing requirements for

reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Services contemplated by this Agreement, and whether or not there is a mechanism available to Auditor for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this Agreement.

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

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on March 31, 2012. CRRA shall have the option, at its sole and absolute discretion, to extend the term of the Agreement for one year through March 31, 2013.

4.2 Time is of the Essence

CRRA and Auditor hereby acknowledge and agree that time is of the essence with respect to Auditor's performance of the Services hereunder. Accordingly, upon the Effective Date, Auditor shall immediately commence performance of the Services and continue to perform the same during the term of this Agreement. Upon CRRA's issuance to Auditor of a Request (and Auditor's agreement thereto if required), Auditor 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.

4.3 Termination

This Agreement may be terminated by either CRRA or Auditor upon at least thirty (30) days' advance written notice except that Auditor shall have no right to terminate until all ongoing Services or tasks (other than Services and tasks which are continuous) have been completed to the satisfaction of CRRA.

Upon receipt of such written notice from CRRA, Auditor shall immediately cease work on any and all CRRA matters, unless otherwise directed in writing by CRRA.

Upon termination of this Agreement pursuant to this Section 4.3,

- (a) CRRA shall pay Auditor for all Services performed by Auditor prior to the termination date, provided:
 - (1) CRRA has determined that such Services have been performed by Auditor in conformance with the Standards;
 - (2) Payment for such Services has not been previously made or is not disputed by CRRA;
 - (3) Auditor is not in default hereunder; and,
 - (4) Auditor has performed all its obligations under this Section 4.3 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 Auditor in any other manner whatsoever in the event CRRA exercises its right to terminate this Agreement.

Auditor shall transmit to CRRA originals or copies of any and all material prepared, developed or obtained under this Agreement which constitutes deliverables or work in process in Auditor's possession within thirty (30) days of receipt of the written notice of termination unless otherwise directed by CRRA.

In the event of termination, Auditor will assist CRRA in arranging a smooth transition process. However, Auditor's obligation and the obligation of its affiliates to provide services to CRRA will cease upon the effective date of termination, unless otherwise agreed in writing, except for the obligation to deliver to CRRA insurance policies and marketing data relating to coverage placed by Auditor prior to termination.

4.4 Records And Documents

Auditor 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. Auditor's obligations under this Section 4.4 shall survive the termination or expiration of this Agreement.

5. INDEMNIFICATION

5.1 Auditor's Indemnity

Auditor shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, liability, workers' compensation payments and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA or any of its

directors, officers, agents, employees or other contractors, or (b) Auditor or any of its directors, officers, agents, employees, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Auditor or any of its directors, officers, agents, employees, subcontractors or materialmen. Auditor further undertakes to reimburse CRRA for damage to property of CRRA caused by Auditor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Auditor's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 Required Insurance

Auditor 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 not less than One Million Dollars (\$1,000,000) each occurrence and aggregate 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) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than One Million Dollars (\$1,000,000) each accident.
- (c) Workers' Compensation with statutory limits and Employers' Liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident or not less than Five Hundred Thousand Dollars (\$500,000) for each employee for bodily injury by disease.
- (d) Professional Liability insurance with a minimum limit of not less than One Million Dollars (\$1,000,000).

6.2 Certificates

Within five (5) days after CRRA issues the Notice Of Award, Auditor 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, Auditor 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 for its vicarious liability arising from Auditor's provision of services hereunder (this requirement shall not apply to automotive liability, 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) Contain a waiver of subrogation holding 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, but only for claims arising directly from Auditor's provision of services hereunder.

6.4 Issuing Companies

All policies for each insurance required hereunder (except Professional Liability Insurance) 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 Liability Insurance

Auditor 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, business automobile liability insurance and employers' liability insurance.

6.6 No Limitation on Liability

No provision of this Article 6 shall be construed or deemed to limit Auditor's obligations under this Agreement to pay damages or other costs and expenses.

6.7 Other Conditions

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

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

7. MISCELLANEOUS

7.1 Non-Discrimination

Auditor agrees to the following:

- (a) Auditor agrees and warrants that in the performance of the Services for CRRA Auditor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, including 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 Auditor 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. Auditor 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, including 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 Auditor that such disability prevents performance of the Services involved;
- (b) Auditor agrees, in all solicitations or advertisements for employees placed by or on behalf of Auditor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);
- (c) Auditor agrees to provide each labor union or representative of workers with which Auditor has a collective bargaining agreement or other contract or understanding and each vendor with which Auditor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Auditor’s commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (d) Auditor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (e) Auditor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Auditor 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, Auditor 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 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.

7.4 Assignment

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

7.5 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 Auditor 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 be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

7.6 Modification

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or

letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this Agreement unless this Agreement is formally amended, modified or supplemented.

7.7 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, Connecticut 06103
Attention: Director of Accounting Services

With a copy to:

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

(b) If to Auditor:

Attention: _____

7.8 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.

7.9 Severability

CRRA and Auditor 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.

7.10 Small Contractors Application

At the request of CRRA and if Auditor qualifies, Auditor 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 4a-60g.

7.11 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.

7.12 Campaign Contribution And Solicitation Prohibitions

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

7.13 Affidavit Of Third Party Fees

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

7.14 Certification Concerning Nondiscrimination

At the time the Auditor submitted its proposal to CRRA, it simultaneously executed a document entitled Certification Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as Exhibit G.

7.15 Contractor's Certification Concerning Gifts

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

7.16 President's Certification Concerning Gifts

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

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

AUDITOR

By: _____
Its
Duly Authorized

EXHIBIT A

To

INDEPENDENT AUDITING SERVICES AGREEMENT

SCOPE OF SERVICES

SCOPE OF SERVICES

1. FIXED ANNUAL FEE SERVICES – ANNUAL AUDITING SERVICES

1.1 General

Accounting Firm (“the Firm”) shall conduct annual audits of all of CRRA’s basic financial statement that includes the following projects for the fiscal years ending June 30, 2009, June 30, 2010 and June 30, 2011 commencing from June 1, 2009 through March 31, 2012.

FY2009	Bridgeport Project, General Fund, Mid-Connecticut Project, Wallingford Project, and Southeast Project
FY2010	General Fund, Mid-Connecticut Project, Wallingford Project, and Southeast Project
FY2011	General Fund, Mid-Connecticut Project, and Southeast Project

The Firm must demonstrate that it is in compliance with the United States General Accountability Office (“GAO”) Government Auditing Standards (the “Yellow Book”) on Independence Criteria and any Federal and State of CT requirements that may be in effect during the time period of the engagement. For further information, refer to the www.gao.gov web site. Firm must be licensed and registered in accordance with requirements of the State of CT.

1.2 Reports to Be Issued by the Firm

Following the completion of the audit of each fiscal year’s financial statements, the Firm shall issue the following reports:

- (a) An audit of the basic financial statements of the CRRA conducted in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller of the United States, resulting in the expression of an opinion that the basic financial statements are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles and that the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole;
- (b) A letter to the CRRA Board of Directors any reportable condition found during the audit or absence thereof. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the

organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements;

- (c) The annual "Accountant's Certificate" as required by the Mid-Connecticut Bond Resolution to be delivered to the bond trustee along with the annual financial audit. The Accountant's Certificate must state that an examination of the financial statements of the Mid-Connecticut System has been conducted in accordance with generally accepted accounting principles, whether the financial statements fairly present the financial position and whether or not the CRRA is in default with respect to any of the bond covenants, agreements or conditions contained in the Bond Resolution.
- (d) Reports that may be required by the Federal Government A-133 and/ or the State of CT State Single Audit as amended from time to time.

1.3 Reports to Be Reviewed by the Firm

The Firm shall review and comment on drafts of the following reports:

- (a) Review of and comment on CRRA's annual MD&A which is prepared by CRRA as part of its annual financial report. The Firm is not required to audit the MD&A.
- (b) CRRA prepares a Comprehensive Annual Financial Report (CAFR) for submission to the Government Finance Officers Association (GFOA) for consideration for a Certificate of Achievement for Excellence in Financial Reporting. The CAFR is submitted to GFOA by December 31st of each year. The CAFR includes the basic financial statements and the Firm's report. The Firm will be required to review the CAFR for FY 2009, FY 2010 and FY 2011 and comment on this report in its entirety. The Firm is not required to audit the statistical section of the CAFR.
- (c) CRRA prepares quarterly unaudited financial statements and MD&A. The Firm is required to review and comment on the quarterly unaudited financial statements including the MD&A. The Firm shall review the third quarter financial statement of fiscal year 2009, the first through the third quarter financial statements of fiscal years 2010 and 2011 and the first through the second quarter financial statements of fiscal year 2012 and shall discuss with the Chief Financial Officer and the Director of Accounting his/her comments concerning the quarterly report. The Firm is not required to audit the quarterly financial report.

1.4 Other services to be provided by the Firm

The Firm shall provide the following services including but not limited to:

- (a) Implementation of new auditing standards issued by the American Institute of Certified Public Accountants. The fixed annual fee shall reflect the implementation of the new auditing standards.
- (b) Assisting CRRA in the implementation of new pronouncements issued by the Governmental Accounting Standards Board.
- (c) Providing guidelines on accounting matters arising during the audit period (for example: net assets, settlements, deferred costs, project related matters, and comments and suggestions from the Government Finance Officers Association for improvement on CRRA CAFR, etc). A minimum of 40 hours per audit period pertaining to this service should be part of the fixed annual fee.
- (d) Review of CRRA annual GASB #18 evaluation for closure and postclosure care costs.
- (e) Examining IT system to ensure adequate control in-place.
- (f) Review of the balance sheet of the CRRA's Wallingford Project as of September 30, 2010 and January 31, 2011 and the related statements of revenues, expenses, and change in net assets, and cash flows for the three-month period ended September 30, 2010 and the seven-month period ended January 31, 2011, respectively, and issue an accountants' report thereon, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.
- (g) Consultation to the Chief Financial Officer and Director of Accounting of accounting related matters. A minimum of 20 hours per audit period pertaining to this service should be part of the fixed annual fee.
- (h) Annual spare parts inventory observation if requested by the Director of Accounting.

2. WORK PROVIDED PURSUANT TO A REQUEST FOR SERVICES

The following services will be undertaken at CRRA's sole and absolute discretion and only if requested through a properly executed Request For Services ("RFS") (see **Exhibit B**). These services will be separate from the services covered by the Fixed Annual Fee and will require additions to compensation as detailed in Section 2 of **Exhibit C** herein. CRRA does not guarantee any quantity of RFS work under this Agreement.

- (a) The Firm shall perform necessary services on Bond Issues during the period where the most current financial and compliance audits of the Fund are applicable and relied upon for bond issuance and compliance. This includes performing the agreed upon procedures for any related CRRA bond issues.

- (b) CRRA may prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose and the combining financial statements and the Firm's report thereon or extracts from them. The Firm shall be required, if requested by the CRRA, to issue a "consent and citation of expertise" as the Firm and any necessary "comfort letters.

EXHIBIT B

To

INDEPENDENT AUDITING SERVICES AGREEMENT

REQUEST FOR SERVICES STANDARD FORMAT



REQUEST FOR SERVICES

[Date]

[NAME OF CONSULTANT]
[ADDRESS OF CONSULTANT]

AMAT

**Re: Independent Auditing 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 Independent Auditing Services Agreement For Fiscal Years 2009, 2010 and 2011, dated June 1, 2009 between CRRA and you.

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

1. Scope of Services

[PROVIDE DETAILS]

2. Estimated Time of Performance

[PER CONSULTANT]

3. Estimated Costs

[PER CONSULTANT]

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

Sincerely,

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Title: _____

Accepted and agreed to under the terms of the
Independent Auditing Services Agreement for Fiscal Years
2009, 2010 and 2011 Audits
dated June 1, 2009.

[NAME OF CONSULTANT]

By: _____
Title: _____

EXHIBIT C

To

INDEPENDENT AUDITING SERVICES AGREEMENT

COMPENSATION SCHEDULE

COMPENSATION SCHEDULE

1. Fixed Fee Services

Auditor shall be paid the amount specified below as annual compensation to perform, furnish and complete all of the Services specified in Section 1 of Exhibit A of the Agreement.

Period	Fixed Fee Compensation
Fiscal Year 2009 Audit (June 1, 2009 through March 31, 2010)	\$
Fiscal Year 2010 Audit (April 1, 2010 through March 31, 2011)	\$
Fiscal Year 2011 Audit (April 1, 2011 through March 31, 2012)	\$

2. Services Pursuant To A Request For Services

Services provided as a result of a Request For Services, including those Services specified in Section 2 of Exhibit A of the Agreement, shall be reimbursed on a time and materials basis as follows.

ANCILLARY SERVICE RATES

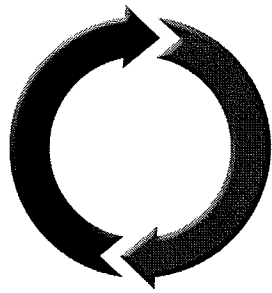
Ancillary Service	Rate		
	FY 2009 Audit (Jun. 1, 2009 – Mar. 31, 2010)	FY 2010 Audit (Apr. 1, 2010 – Mar. 31, 2011)	FY 2011 Audit (Apr. 1, 2011 – Mar. 31, 2012)
Travel in Firm-Owned Vehicle (Per Mile)			
Any Other Services For Which You Routinely Bill (List Below)			

EXHIBIT D

To

INDEPENDENT AUDITING 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

INDEPENDENT AUDITING SERVICES AGREEMENT

SEEC FORM 11

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

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates.

"State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

EXHIBIT F

To

INDEPENDENT AUDITING SERVICES AGREEMENT

AFFIDAVIT OF THIRD PARTY FEES

AFFIDAVIT OF THIRD PARTY FEES

[The successful Proposer's Affidavit Of Third Party Fees (that was submitted with the successful Proposer's Proposal) will be added by CRRA.]

EXHIBIT G

To

INDEPENDENT AUDITING SERVICES AGREEMENT

**CERTIFICATION CONCERNING
NONDISCRIMINATION**

CERTIFICATION CONCERNING NONDISCRIMINATION

[The successful Proposer's Certification Concerning Nondiscrimination (that was submitted with the successful Proposer's Proposal) will be added by CRRA.]

EXHIBIT H

To

INDEPENDENT AUDITING SERVICES AGREEMENT

**CONTRACTOR'S CERTIFICATION CONCERNING
GIFTS**

CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

[The successful Proposer's Contractor's Certification Concerning Gifts (that was submitted with the successful Proposer's Notice Of Award) will be added by CRRA.]

EXHIBIT I

To

INDEPENDENT AUDITING SERVICES AGREEMENT

**CRRA PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

INDEPENDENT AUDITING SERVICES AGREEMENT

Awarded To

[NAME OF AUDITOR]

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

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

Signature: _____

Name: Thomas D. Kirk

Title: President

State Of: Connecticut

County Of: Hartford

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

Sworn to before me this _____ day of _____ 200 9

Notary Public/Commissioner of the Superior Court