



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

**FOR**

**LEGAL SERVICES  
(RFQ Number 11-LE-001)**

**STATEMENT OF QUALIFICATIONS DUE DATE  
MARCH 2, 2011**

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

**January 31, 2011**

# REQUEST FOR QUALIFICATIONS

For

## LEGAL SERVICES (RFQ Number 11-LE-001)

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

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**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 1  
NOTICE TO FIRMS  
REQUEST FOR QUALIFICATIONS**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO FIRMS REQUEST FOR QUALIFICATIONS

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

CRRA is requesting qualifications from law firms interested in providing certain legal services for CRRA from July 1, 2011 through June 30, 2014. Qualified statements of qualifications (“SOQ”) will be accepted by CRRA for the following categories of legal representation:

- General Counsel Services;
- Environmental Law Services;
- Real Estate/Planning and Zoning Services;
- Energy Law/Department of Public Utility Control Services;
- Construction Law Services;
- Litigation Services;
- Employment Law Services;
- Solid Waste Industry Legal Services;
- Contract Law Services; and
- Bond Counsel Services.

Firms may submit an SOQ for any one, all or a combination of the above listed categories of services. At its sole discretion, CRRA may choose one or more separate firms to provide services for each of the categories.

Request For Qualifications (“RFQ”) package documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **Monday, January 31, 2011**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Ronald Gingerich (860-757-7703) at least 24 hours in advance.

CRRA encourages firms interested in this RFQ to submit a Notice Of Interest Form to CRRA by 3:00 p.m., Wednesday, February 16, 2011. The Notice Of Interest Form is available on CRRA’s web site along with the other RFQ documents. While not mandatory, CRRA will use the information provided on the Form to notify prospective SOQ submitters about the availability of addenda and other information related to the RFQ.

**Sealed SOQs must be received at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Wednesday, March 2, 2011.** CRRA reserves the right to reject SOQs received after the time and date set forth above. All SOQs shall remain open for one hundred twenty (120) days after the SOQ due date.

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

All questions regarding this RFQ must be submitted **in writing** to Ronald Gingerich, by e-mail ([rgingerich@crra.org](mailto:rgingerich@crra.org)), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., Wednesday, February 16, 2011. Subject to the discretion of CRRA, CRRA may decide to provide written responses to potential SOQ submitters no later than Wednesday, February 23, 2011. Any entity considering submitting an SOQ is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Gingerich.

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 2  
INSTRUCTIONS TO FIRMS**

# INSTRUCTIONS TO FIRMS

## LEGAL SERVICES

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#### 1. Introduction

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

From time to time, CRRA requires the services of legal firms. CRRA is seeking Statements Of Qualifications (“SOQ”) from legal firms in order to identify firms that would be qualified to work for CRRA. CRRA intends, but does not guarantee, to enter into contracts with one of more firms. When CRRA has work that needs to be done, CRRA will select

from among those firms with which it has agreements one or more firms to enter into a Request For Services for the work.

## 2. RFQ Projected Timeline

The following is the projected timeline for the RFQ process:

ITEM	DATE
RFQ Formally Announced	Monday, January 31, 2011
Notice of Interest Forms Due at CRRA	3:00 p.m., Wednesday, February 16, 2011
Deadline for Written Questions	3:00 p.m., Wednesday, February 16, 2011
Response to Written Questions	No Later Than Wednesday, February 23, 2011
<b>SOQs Due at CRRA</b>	<b>3:00 p.m., Wednesday, March 2, 2011</b>
Interviews	March 7 through March 25, 2011
Selection and Notice of Award Issued	Monday, April 25, 2011
Effective Date of Agreement	July 1, 2011

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline.

## 3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the SOQ due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
  - (1) Legal Services Agreement (the "Agreement");
  - (2) RFQ Package Documents (defined below);
  - (3) Addenda;
  - (4) The firm's SOQ (including all documentation attached to or accompanying such SOQ, all other documentation submitted in connection with such SOQ, and all post-submission documentation submitted prior to the issuance of the Notice Of Award);
  - (5) Notice Of Award; and,
  - (6) Any written amendments to the Agreement.



- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful firm(s) that states that CRRA has accepted such firm's SOQ and sets forth the remaining conditions that must be fulfilled by such firm before CRRA executes the Agreement.
- (e) **Project:** The provision by the successful firm(s) of legal services in accordance with the Contact Documents.
- (f) **RFQ Package Documents**
  - (1) Notice To Firms – Request For Qualifications;
  - (2) Instructions To Firms;
  - (3) Notice Of Interest Form;
  - (4) Statement Of Qualifications Form;
  - (5) Payment Rate Schedule Form;
  - (6) Business Information Form;
  - (7) Business Disclosure Form;
  - (8) Firm Background And Experience Form [one Form to be submitted for each Category of Services for which the firm wishes to be considered];
  - (9) Personnel Background And Experience Form [one Form to be submitted for each Category of Services for which the firm wishes to be considered];
  - (10) References Form [one Form to be submitted for each Category of Services for which the firm wishes to be considered];
  - (11) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
  - (12) Affidavit Of Third Party Fees;
  - (13) Affidavit Concerning Nondiscrimination;
  - (14) Background Questionnaire;
  - (15) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
  - (16) Notice Of Award;
    - A. Contractor's Certification Concerning Gifts [To be executed by successful firms];
    - B. Affidavit Concerning Consulting Fees [To be executed by successful firms]
  - (17) Legal Services Agreement, including:
    - A. Scope Of Services;
    - B. Request For Services – Standard Format;
    - C. Compensation Schedule;
    - D. CRRA Travel And Expense Policy;

- E. Monthly Bill Format;
- F. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
- G. Affidavit Of Third Party Fees;
- H. Affidavit Concerning Nondiscrimination;
- I. Affidavit Concerning Consulting Fees;
- J. Contractor's Certification Concerning Gifts; and
- K. CRRA President's Certification Concerning Gifts.

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

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

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

#### **5. Reserved Rights**

CRRA reserves the following rights at its sole and absolute discretion:

- (a) To reject any or all of the SOQs, or any part(s) thereof, and/or to waive any informality or informalities in any SOQ or the RFQ process for this Project;
- (b) To republish this RFQ after having rejected any or all of the SOQs; and
- (c) To terminate this RFQ process at any time prior to the execution of any Agreement.

#### **6. Scope Of Services**

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

The Services are in ten Categories as follows:

- (a) General Counsel Services;
- (b) Environmental Law Services;
- (c) Real Estate/Planning and Zoning Services;

- (d) Energy Law/Department of Public Utility Control Services;
- (e) Construction Law Services;
- (f) Litigation Services;
- (g) Employment Law Services;
- (h) Solid Waste Industry Legal Services;
- (i) Contract Law Services; and
- (j) Bond Counsel Services.

CRRA will assume that a firm responding to this RFQ is willing to perform only the Categories of Services that are selected by the firm on the Statement Of Qualifications Form in the firm's SOQ.

For firms that wish to be considered for the Bond Counsel Category of Services, the firms must have experience in public finance and federal taxation and should be listed in the Fall 2010 edition of the Bond Buyer's Municipal Marketplace, commonly referred to as the "Red Book."

Requests For Services for specific work to be performed during the term of the Agreement will be solicited, at CRRA's discretion, from the firms with which CRRA has entered into an Agreement pursuant to this RFQ.

The term of the Agreement shall be from July 1, 2011 to June 30, 2014.

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

Complete sets of the RFQ Package Documents may be obtained on the World Wide Web beginning Monday, January 31, 2011:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFQ: Legal Services" link.

The RFQ Package Documents are in PDF format. Many of the forms included in the documents are also available for downloading in Microsoft Word format on CRRA's web site. Interested firms can fill the forms out by typing the answers on their computer's keyboard. The forms can then be printed and submitted with the SOQ. CRRA encourages firms to make use of the downloadable Word forms.

The RFQ 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, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

## 8. Notice Of Interest

CRRA encourages firms considering submitting an SOQ to submit a Notice Of Interest Form (Section 3 of this RFQ Package Documents) to CRRA as early as they can. Forms should be submitted no later than **3:00 p.m., Wednesday, February 16, 2011**. The Notice Of Interest Form is available on CRRA's web site along with the other RFQ documents. While not mandatory, CRRA will use the information provided on the Form to notify prospective SOQ submitters about the availability of addenda, including CRRA's responses to written questions, and other information related to the RFQ.

## 9. Addenda And Interpretations

CRRA may issue Addenda to this RFQ package that shall, upon issuance, become part of the RFQ Package Documents and binding upon all potential or actual firms submitting SOQs for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from firms interested in the RFQ. CRRA reserves the right to not respond to any or all inquiries.

Any request for interpretation or clarification of any documents included in the RFP package documents must be submitted **in writing** to Ronald Gingerich using one of the following methods:

- (a) By e-mail to [rgingerich@crra.org](mailto:rgingerich@crra.org);
- (b) By fax to 860-757-7742; or
- (c) By correspondence to CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722.

To be given consideration, any such written request must be received by CRRA by **3:00 p.m., Wednesday, February 16, 2011**.

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 8, above) or who picked up or requested from CRRA a printed copy of the RFQ package documents. Such addenda will also be posted on CRRA's web site (<http://www.crra.org>) on the "Business Opportunities" page under the "RFQ: Legal Services" heading. Such addenda will be mailed/e-mailed and posted on the web site no later than Wednesday, February 23, 2011.

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

## **10. SOQ Submission Procedures**

**Sealed SOQs in response to this RFQ must be submitted no later than 3:00 p.m., Eastern Time, Wednesday, March 2, 2011** at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich. CRRA reserves the right to reject SOQs received after the time and date set forth above.

**Each firm submitting an SOQ must submit one (1) original and six (6) copies of its SOQ.** The original of the SOQ shall be stamped or otherwise marked as such.

While CRRA has no preference on how the copies of the SOQ are bound, the original of the SOQ should be loose leaf and bound with a binder clip.

Each SOQ (the original and six copies) shall be enclosed in a sealed envelope that shall be clearly marked "Statement Of Qualifications For Legal Services."

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

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

## **12. Joint SOQs**

No joint SOQs shall be accepted.

## **13. Non-Negotiability Of The Agreement**

**The terms and conditions of the Agreement (Section 17 of the RFQ Package Documents), as attached, are non-negotiable. Any firm contemplating submitting an SOQ that will be unable to execute the Agreement, as attached, should not submit an SOQ.** However, CRRA, at its sole discretion, may elect to negotiate the insurance requirements (Article 6 of the Agreement) with small firms, especially firms that wish to be considered for the Contract Law Category of Services.

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

SOQs may be modified or withdrawn by an appropriate document duly executed (in the manner that an SOQ must be executed) and delivered to CRRA's office, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich, at any time prior to the SOQ due date.

## **15. SOQ Contents**

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

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

- (a) Title page of the SOQ (not the title page of the RFQ), including the title of the project, the name of the firm submitting the SOQ and the date the SOQ 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 SOQ submitter;
  - (2) The legal structure of the SOQ submitter (e.g., corporation, joint venture, etc.);
  - (3) A clear statement indicating that the attached SOQ constitutes a firm and binding offer by the SOQ submitter to CRRA considering the terms and conditions outlined in the RFQ and noting any technical exceptions taken thereto; and
  - (4) The SOQ submitter's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 18.3(e) of this Instructions To Proposers);
- (c) Table of Contents;
- (d) The completed Statement Of Qualifications Form (Section 4 of the RFQ Package Documents), with:
  - (1) The Category(ies) of Services for which the firm wishes to be considered checked (Section 1 on Page 1);
  - (2) Addenda, if any, listed in the appropriate place (Section 6(a) on Page 3);
  - (3) The name and address of the contact for Notices listed in the appropriate place (Section 15 on Page 7);and
  - (4) The completed agreement section (Page 7);
- (e) The completed Payment Rate Schedule Form (Section 5 of the RFQ Package Documents);
- (f) The completed Business Information Form (Section 6 of the RFQ Package Documents);
- (g) The completed Business Disclosure Form (Section 7 of the RFQ Package Documents);
- (h) A completed Firm Background And Experience Form (Section 8 of the RFQ Package Documents) for each Category of Services for which the firm wishes to be considered;
- (i) A completed Personnel Background And Experience Form (Section 9 of the RFQ Package Documents) for each Category of Services for which the firm wishes to be considered;

- (j) A completed References Form (Section 10 of the RFQ Package Documents) for each Category of Services for which the firm wishes to be considered (a particular reference can be used for more than one Category of Services);
- (k) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 11 of the RFQ Package Documents), with the firm's most recent EEO-1 data attached if the firm wishes such data to be considered in the evaluation of its SOQ;
- (l) The completed Affidavit Of Third Party Fees form (Section 12 of the RFQ Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (m) The completed Affidavit Concerning Nondiscrimination (Section 13 of the RFQ Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (n) The completed Background Questionnaire (Section 14 of the RFQ Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (o) A copy of the proposer's up-to-date certificate(s) of insurance showing all coverages required by Section 6.1 of the Agreement. [Please be advised that this is the area in which SOQ submitters seem to have the most difficulty. CRRA requires that the certificate(s) submitted show evidence of exactly the insurance requirements specified in the Agreement (e.g., if Section 6.1 of the Agreement requires Business Automobile Liability insurance covering any automobile or vehicle, the certificate of insurance must have the "any" box checked)]; and
- (p) As Appendix A to the SOQ, a brief resume (i.e., no more than two pages) of each individual listed in the Personnel Background And Experience Form(s). Only one resume should be submitted for an individual regardless of how many Categories of Services for which the individual is listed.

Firms should not include in their SOQs any other portions of the RFQ Documents (e.g., this Instructions To Firms or the Agreement). A firm may include additional information as an addendum/appendix to its SOQ if the firm thinks that it will assist CRRA in evaluating the firm's SOQ. A firm should not include information that is not directly related to the subject matter of this solicitation.

## 16. SOQ Opening

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

## 17. Additional Information And Interviews

CRRA reserves the right to request additional information from firms responding to this RFQ and to request certain firms responding to this RFQ to make oral presentations or further explanations of their SOQ. It is expected that any oral presentations/interviews will be conducted between March 7 and March 25, 2011.

## 18. SOQ Evaluation

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

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.

### 18.1 Evaluation Criteria

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

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

### 18.2 Additional Evaluation Criteria

CRRA will also base its evaluation of the SOQs on the following criteria:

- (a) In each category(s) of Services sought, experience of the firm in serving as legal counsel for clients, including governmental entities and resource recovery entities;
- (b) In each category(s) of Services sought, qualifications of personnel including the experience and availability of the day-to-day attorney and the breadth and depth of other partners, associates and other professionals available to provide services to CRRA;



- (c) Team organization and approach including the ability of the firm to adequately staff and complete time-sensitive projects and transactions and to interact effectively with CRRA, and other professionals involved in CRRA's projects and transactions;
- (d) Connecticut presence as evidenced by the number of offices the firm maintains in Connecticut and the number of Connecticut residents employed in those offices;
- (e) Corporate Citizenship policies, including the charitable contribution of money and time; local procurement of goods and services; development of participation in internship programs or scholarships; and policies with regard to the use of women-owned, minority-owned and small business enterprises; and
- (f) For firms that wish to be considered for the Bond Counsel Category of Services, listing in the Fall 2010 edition of the Bond Buyer's Municipal Marketplace, commonly referred to as the "Red Book."

### **18.3 Affirmative Action Evaluation Criteria**

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

- (a) The firm's success in implementing an affirmative action plan (see Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 11 of the RFQ Package Documents));
- (b) The firm's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (see Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 11 of the RFQ Package Documents));
- (c) The firm'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 11 of RFQ Package Documents));
- (d) The firm's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 15(k) of this Instructions To Firms); and

- (e) The firm's promise to set aside a portion of the contract for legitimate minority business enterprises (see Section 15(b)(4) of this Instructions To Firms).

## 19. Contract Award

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

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

## 20. Requests For Services

Following the execution of the Agreement and the satisfaction of all other conditions by the successful firm(s), the successful firm(s) may be required on an as-needed basis to provide a detailed scope of services and estimates of the costs and time to perform such services as to specific projects occurring during the term of the Agreement. If CRRA chooses to have such firm(s) perform such services, such firm(s) will, at CRRA's sole and absolute discretion, execute a Request in the form outlined in **Exhibit B** to the Agreement. The estimate of cost could only be exceeded if unforeseen events significantly increase the cost of representation.

Any firm that is unwilling or unable to provide Services pursuant to such an arrangement should not submit an SOQ in response to this RFQ.

## 21. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful firm(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFQ and the date the Agreement is executed. If the apparently successful firm(s) does not execute the Certification, it will be disqualified for the Agreement. The dates between which the firm may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice Of Award included in this RFQ (see Attachment A to Section 16 of the RFQ Package Documents).

## 22. Affidavit Concerning Consulting Fees

Pursuant to *Connecticut General Statutes* Section 4a-81, the apparently successful firm(s) must submit an affidavit stating that, except as specified in the affidavit, it has not entered into any contract with a consultant in connection with the RFQ whereby any duties of the

consultant pursuant to the contract require the consultant to pursue communications concerning the business of CRRA, whether or not direct contract with CRRA was expected or made. The affidavit is attached to the Notice Of Award included in the RFQ Package Documents (see Attachment B to Section 16 of the RFQ Package Documents).

**23. Firm's Qualifications**

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

**24. SOQ Preparation And Other Costs**

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

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 3  
NOTICE OF INTEREST FORM**



<b>NOTICE OF INTEREST FORM</b>
--------------------------------

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

Solicitation:	<b>LEGAL SERVICES</b>
RFQ Number:	<b>11-LE-001</b>
Form Due Date:	<b>FEBRUARY 16, 2011</b>

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

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

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

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

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 4  
STATEMENT OF QUALIFICATIONS FORM**



## STATEMENT OF QUALIFICATIONS FORM

**PROJECT:** General  
**RFQ NUMBER:** 11-LE-001  
**CONTRACT FOR:** Legal Services  
**STATEMENT OF QUALIFICATIONS SUBMITTED TO:** Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

### 1. CATEGORY(IES) OF SERVICES FOR WHICH STATEMENT OF QUALIFICATIONS SUBMITTED

In the table below, place a check mark in the box for each Category Of Services for which the law firm (the "Firm") submitting this Statement Of Qualifications ("SOQ") wishes to be considered. (The Scope Of Services for each Category is described in Exhibit A of the Agreement and should be consulted before checking the box for any Category Of Services.)

<input type="checkbox"/>	General Counsel Services
<input type="checkbox"/>	Environmental Law Services
<input type="checkbox"/>	Real Estate/Planning and Zoning Services
<input type="checkbox"/>	Energy Law/Department of Public Utility Control Services
<input type="checkbox"/>	Construction Law Services
<input type="checkbox"/>	Litigation Services
<input type="checkbox"/>	Employment Law Services
<input type="checkbox"/>	Solid Waste Industry Legal Services
<input type="checkbox"/>	Contract Law Services
<input type="checkbox"/>	Bond Counsel Services

## 2. DEFINITIONS

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

## 3. TERMS AND CONDITIONS

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

If CRRA issues a Notice Of Award to the Firm, the Firm 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) Execute and deliver to CRRA the Affidavit Concerning Consulting Fees;
- (d) Deliver to CRRA the requisite certificates of insurance;
- (e) 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
- (f) Satisfy all other conditions of the Notice Of Award.

## 4. FIRM'S OBLIGATIONS

The Firm proposes and agrees, if this SOQ is accepted by CRRA and CRRA issues a Notice Of Award to the Firm, 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 rates and/or costs set forth in this SOQ and in accordance with the terms and conditions of the Contract Documents and Agreement;
- (b) At the request of CRRA and if the successful Firm 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*.



**5. FIRM'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT**

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

**6. FIRM'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this SOQ, the Firm represents that:

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

Addendum Number	Date Issued

- (b) Without exception, the SOQ is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) The Firm is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- (d) The Firm has studied and carefully correlated the Firm's knowledge and observations with the Contract Documents and such other related data;
- (e) The Firm has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that the Firm has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to the Firm;
- (f) If the Firm has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that the Firm has discovered in the Contract

Documents, such failure shall be deemed by both the Firm and CRRA to be a waiver to assert these issues and claims in the future;

- (g) The Firm is aware of the general nature of work to be performed by CRRA and others that relates to the Services for which this SOQ is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by the Firm of all terms and conditions for performing, furnishing and completing the Services for which this SOQ is submitted.

**7. FIRM'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

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

**8. FIRM'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

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

**9. FIRM'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this SOQ, the Firm:

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

## **10. FIRM'S REPRESENTATIONS CONCERNING NON-COLLUSION**

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

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

## **11. FIRM'S REPRESENTATIONS CONCERNING RFQ FORMS**

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

## **12. FIRM'S WAIVER OF DAMAGES**

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

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

- (c) Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

**13. FIRM'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 15 [SEEC Form 11] of the Contract Documents.

**14. ATTACHMENTS**

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

- (a) The completed Payment Rate Schedule Form;
- (b) A completed Business Information Form;
- (c) A completed Business Disclosure Form;
- (d) A completed Firm Background And Experience Form for each Category of Services for which the Firm wishes to be considered;
- (e) A completed Personnel Background And Experience Form for each Category of Services for which the Firm wishes to be considered;
- (f) A completed References Form for each Category of Services for which the Firm wishes to be considered;
- (g) The Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Firm;
- (h) The Affidavit Of Third Party Fees that has been completely filled out by the Firm and signed before a Notary Public or Commissioner of the Superior Court;
- (i) The Affidavit Concerning Nondiscrimination that has been completely filled out by the Firm and signed before a Notary Public or Commissioner of the Superior Court;
- (j) The Background Questionnaire that has been completely filled out by the Firm and signed before a Notary Public or Commissioner of the Superior Court;

- (k) Brief resumes of each individual listed in the Personnel Background And Experience Form(s); and
- (l) A copy of the Firm's up-to-date certificate of insurance showing all coverages required by Article 6 of the Agreement.

**15. NOTICES**

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

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

**16. ADDITIONAL REPRESENTATION**

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

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 201 1

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

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 5  
PAYMENT RATE SCHEDULE FORM**



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

Name of Firm	
Name of RFQ	<b>Legal Services</b>

Each SOQ submitter must submit the information requested on the forms on the following pages.

**1. Billing Rates**

In the Billing Rates Table on Page 4, the firm must list staff level, name, title and hourly billing rate for each lawyer in the firm who would be assigned to work with CRRA. Only the attorneys listed here will be authorized to work on CRRA matters unless other attorneys are specifically authorized by CRRA. If your firm has discounted rates for government entities, such as CRRA, those rates should be listed. Indicate on an attached sheet any other specialized billing arrangements you will make available to CRRA.

For the services rendered and expenses incurred under this Agreement during Fiscal Year 2012 (which begins July 1, 2011), the firm shall be paid by CRRA on the basis set forth in the Billing Rates Table.

For Fiscal Year 2013 (which begins July 1, 2012), the rates set forth in the Billing Rates Table may be modified by the firm by the lesser of (i) four (4%) percent, or (ii) the percentage change under the United States Consumer Price Index for all Urban Consumers (Cross Classification of Region and Population Size Class), published by the Bureau of Labor Statistics, United States Department of Labor (the "Index"), which change shall be calculated as follows: the annual adjustment shall be calculated by adding to the rates payable for the immediately preceding fiscal year the amount obtained by multiplying such rates by the percentage change between the Index for June of the fiscal year immediately prior to such immediately preceding fiscal year and the Index for June of such immediately preceding fiscal year.

For Fiscal Year 2014 (which begins July 1, 2013), the firm shall be paid by CRRA based upon the rates at which the firm was paid by CRRA during Fiscal Year 2013; provided, however, that such rates may be modified by the firm in the manner set forth in the immediately preceding paragraph.

**2. Ancillary Service Rates**

In the Ancillary Services Rates Table on Page 5, the firm must provide the rate at which applicable ancillary services are billed, including, but not limited to:

- Paralegal assistance;
- Computer time; and
- Any other services (excluding telephones) for which SOQ submitter routinely bills.

### 3. General Provisions Regarding Billing and Expenses

The following provisions apply to all of the firm's billing and expenses related to providing Services pursuant to the Contract Documents.

#### 3.1 "Doing Business" Costs

The following items are considered part of the firm's fixed costs of "doing business" and will not be paid for by CRRA.

- Facsimile transmissions.
- Postage.
- Local telephone calls.
- Word Processing.
- Overtime or extra help.
- Delivery of documents (unless the delay is caused by the CRRA.)
- Training of the firm's personnel.
- Secretarial time (regular and irregular functions including scheduling and rescheduling of depositions, conferences, independent medical examinations, calling the court for hearing dates, etc.).
- Lexis/Westlaw research which would be analogous to the maintenance of a law library, and therefore, part of the firm's general overhead not to be charged to clients.
- Intra-office conferencing and memorandums. These functions are administrative, supervisory, instructional or educational in nature and should not be passed on to CRRA. Except that Consultant can bill just once for an intra-office conference.

#### 3.2 Expenses For Which CRRA Will Not Pay

CRRA will not pay for:

- "File creation."
- Attorney rates for functions normally performed by paralegals, law clerks or secretaries.
- Paralegal rates for clerical or secretarial functions.
- Research exceeding three hours per file without prior CRRA approval.
- Excessive revisions of documents.
- Long distance or out-of-state travel unless expressly authorized by the CRRA.
- Photocopy expenses at more than \$0.10 per page. (CRRA must authorize photocopy costs in excess of \$200 for a single job in advance.)
- Any other staff service charges, such as meals, filing, proofreading, regardless of when incurred.
- Computer time (other than computer legal research specifically authorized in advance by the CRRA).
- Time spent in preparing bills to the CRRA.
- More than one attorney at any deposition, hearing or trial unless authorized by the CRRA.
- Litigation budget preparation and revisions.



- File reviews undertaken when files are transferred within the firm from one attorney to another.
- Messenger and Federal Express delivery unless rush is caused by CRRA or is at CRRA's request and then will be billed by weight at standard Federal Express rates.

### **3.3 Expenses For Which CRRA Will Pay Actual Costs**

CRRA will pay actual costs for the following:

- Photocopying.
- Long-distance telephone billed at direct-line charge rates.
- Extraordinary postage for a singular mailing exceeding a combined cost of \$1.00 per mailing per file.

### **3.4 Expenses For Which CRRA Will Pay Actual Costs If Authorized In Advance**

CRRA will pay actual costs for the following, if authorized in advance:

- Written summarization of expert's reports.
- Legal research that exceeds 3 hours.
- Investigation.
- Computer litigation support services.
- Retention of experts. (Selections and terms of engagement must be pre-approved.)
- Extraordinary travel.

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

Staff Level	Name and Title	Hourly Rate
		FY 2012 (07/01/11 – 06/30/12)

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

(Use Additional Sheets If Necessary)

Ancillary Service	Rate
	FY 2012 (07/01/11 – 06/30/12)
Paralegal Assistants (Per Hour)	
Copying (Per Page)	
Travel in Firm-Owned Vehicle (Per Mile)	
<b>Any Other Services For Which You Routinely Bill (List Below)</b>	

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 6  
BUSINESS INFORMATION FORM**



**BUSINESS INFORMATION FORM**

Bidder/Proposer/Statement of Qualifications Submitter (hereinafter collectively referred to as "Consultant") must provide the information requested in the following sections/tables.

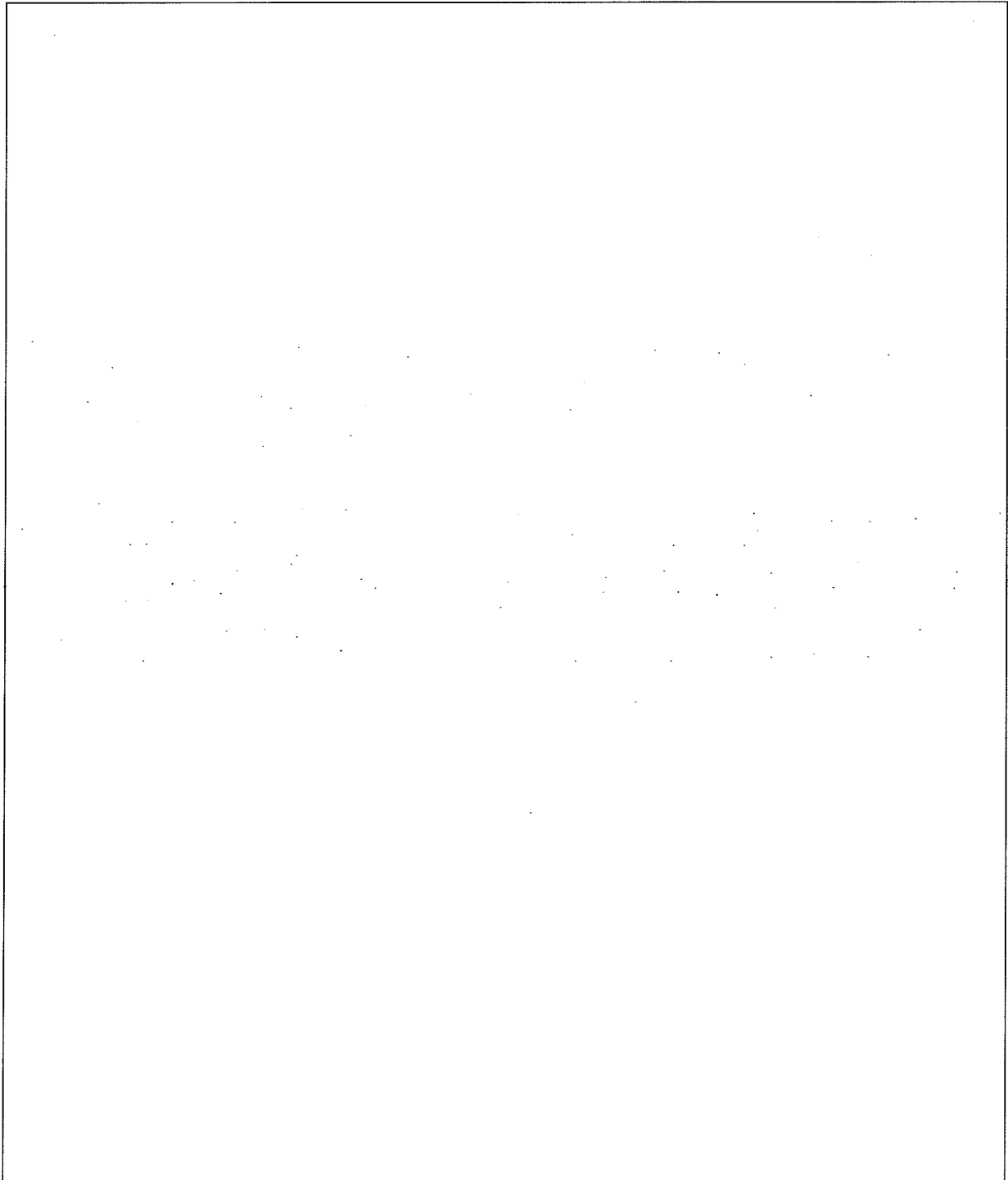
**1. CONSULTANT INFORMATION**

Name of Entity:					
Central Office/ Headquarters Address:	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Servicing Office Address (if different than Central Office/ Headquarters Address):	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Name of Parent Company (if any):					
Entity's Legal Structure:		<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture		
		<input type="checkbox"/> Partnership	<input type="checkbox"/> Public Entity		
		<input type="checkbox"/> Other			
State in Which Entity is Legally Organized:					
Year Entity Started:		Number of Professional Employees:		Number of Offices:	
Location(s) of Offices (City and State)		# of Attorneys	Location(s) of Offices (City and State)		# of Attorneys
1.			5.		
2.			6.		
3.			7.		
4.			8.		

Brief History of the Entity:	
Overview of Entity's Principal Lines of Work:	

## 2. KEY STRENGTHS AND QUALIFICATIONS

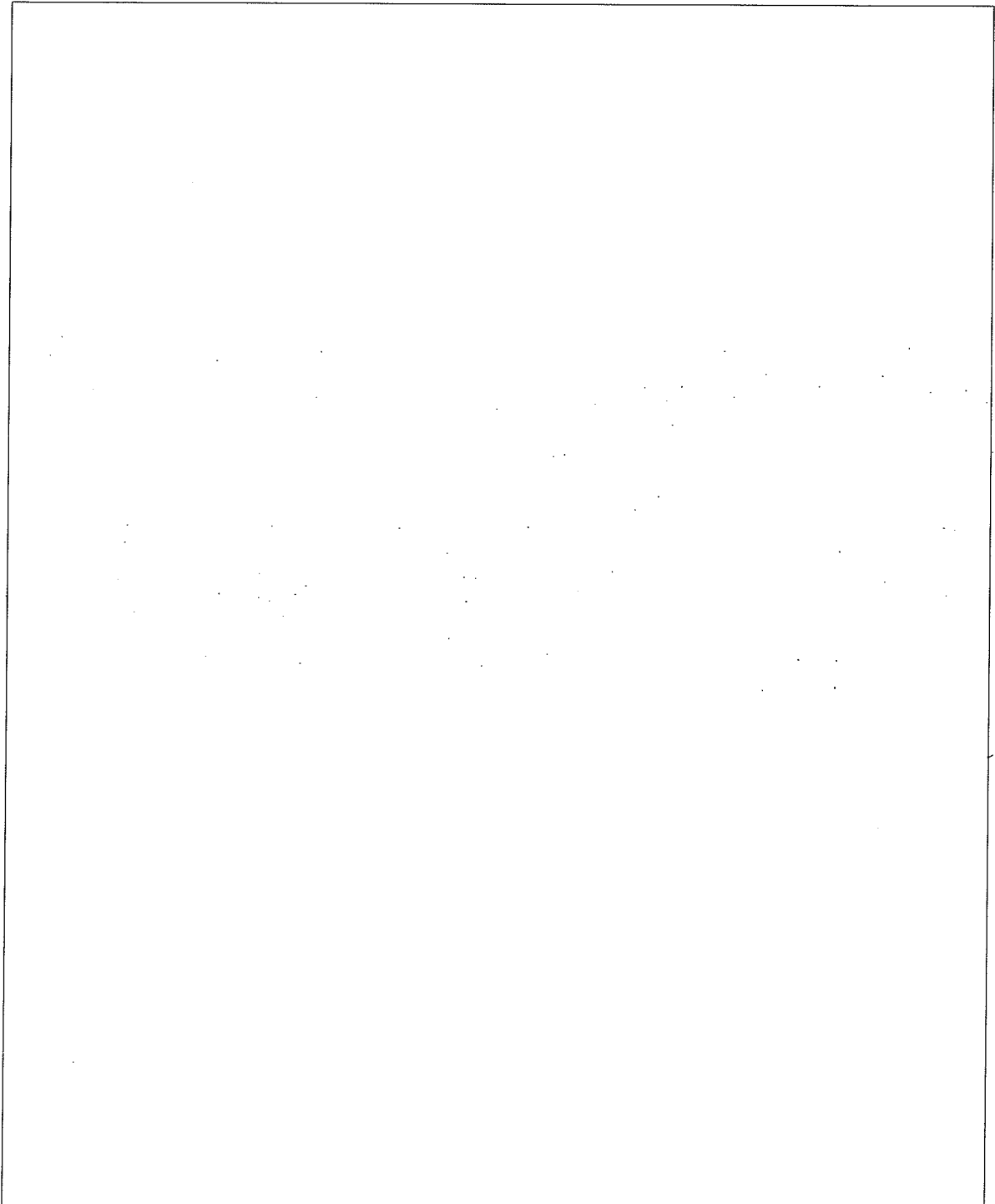
In the space below, provide a summary of the key strengths and qualifications of the Consultant to serve as legal counsel to CRRA. If the Consultant wishes to be considered for the Bond Counsel Category of Services, also indicate whether or not the Consultant is listed in the Fall 2010 edition of the Bond Buyer's Municipal Marketplace, commonly referred to as the "Red Book."



### 3. Corporate Citizenship Policies

In the spaces below, summarize Consultant's Corporate Citizenship policies in each of the specified areas.

#### 3.1 *Charitable Contribution of Money and Time*

A large, empty rectangular box with a thin black border, intended for the user to summarize the Consultant's Corporate Citizenship policies regarding charitable contributions of money and time.



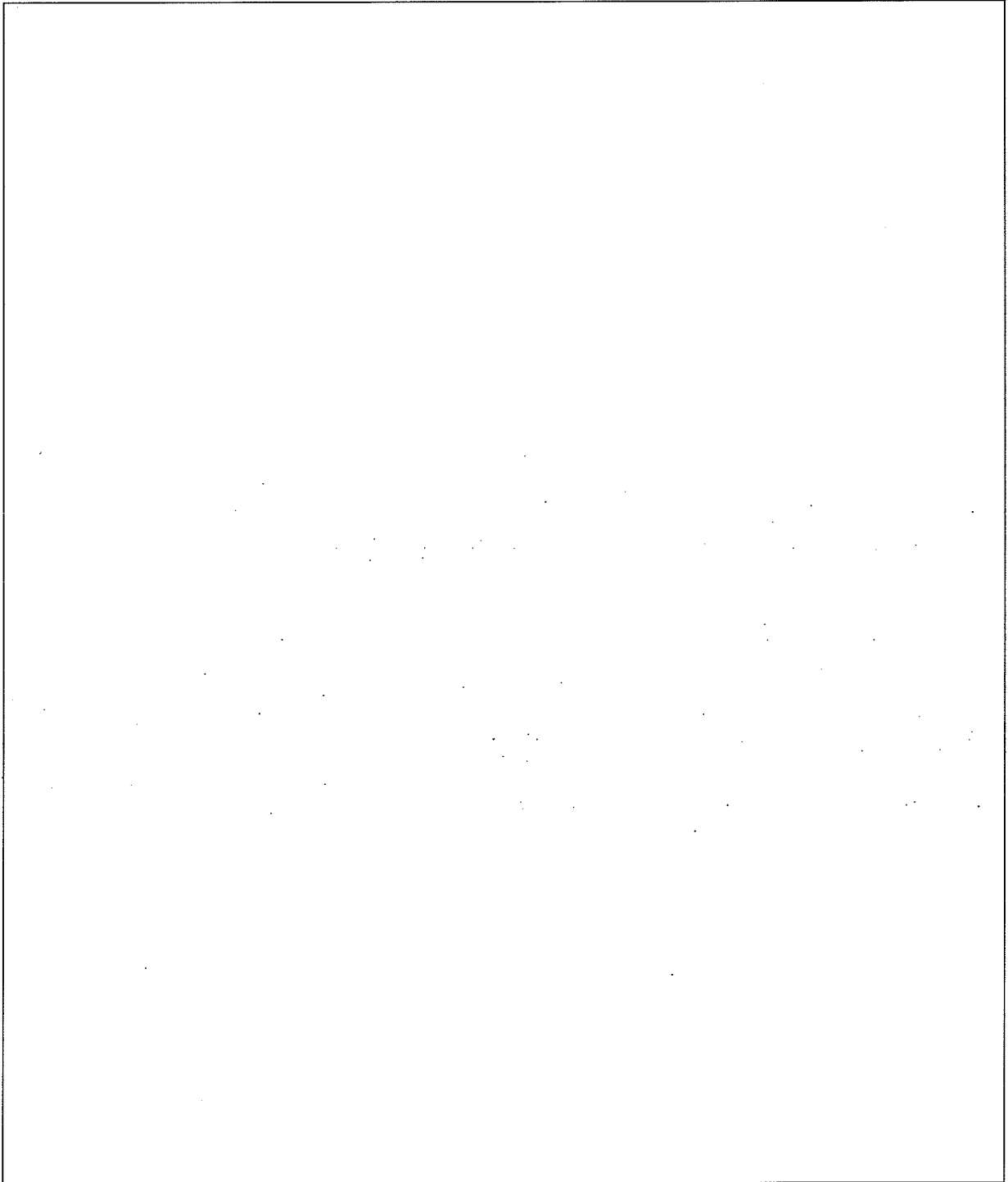
**3.2 Local Procurement of Goods and Services**

A large, empty rectangular box with a thin black border, intended for text or graphics related to the section header above.

**3.3 Development of Participation in Internship Programs and Scholarships**

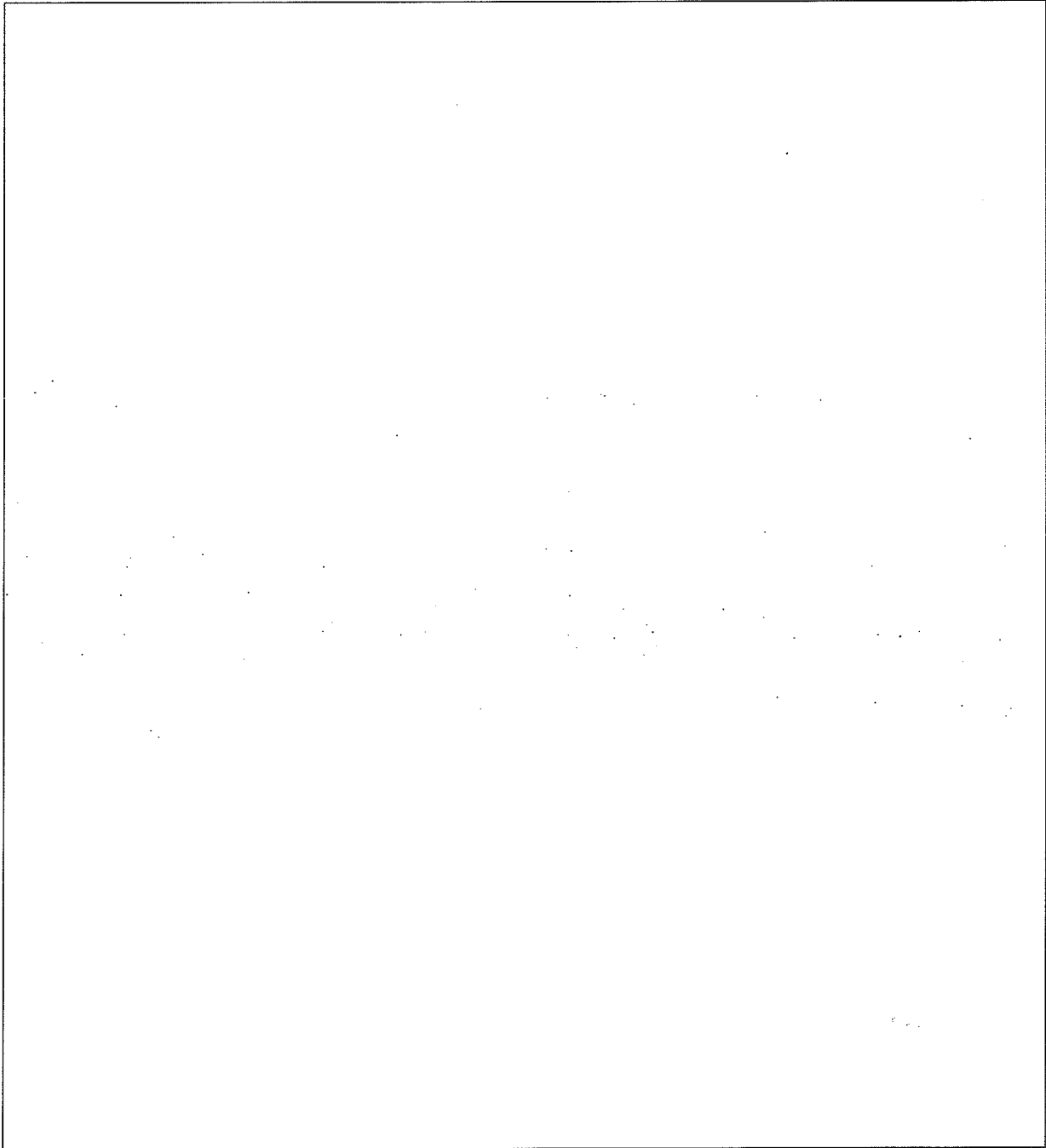
A large, empty rectangular box with a thin black border, intended for text or graphics related to the section header above.

### **3.4 Use of Woman-Owned and Small Business Enterprises**



#### 4. Team Organization

In the space below, describe how Consultant would organize the team of professionals that would work with CRRRA and the Consultant's approach to adequately staffing and completing time-sensitive projects and transactions.

A large, empty rectangular box with a thin black border, intended for the consultant to describe their team organization and staffing approach. The box is currently blank.

## 5. Cost Control

In the space below, describe the cost control measures Consultant would use to ensure that the agreed-upon budget for negotiated task-specific requests for services would not be exceeded except if unforeseen events significantly increase the cost of representation.

**REQUEST FOR QUALIFICATIONS  
FOR  
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**SECTION 7  
BUSINESS DISCLOSURE FORM**



**BUSINESS DISCLOSURE  
FORM**

**1. CONFLICTS OF INTEREST**

In the space below, disclose any material assignments, relationships or other employment that the SOQ submitter or any employee of the SOQ submitter has with any member of CRRRA's past or present Board of Directors, any CRRRA employee, law firms, governmental entity, or other person or entities that may create a conflict of interest or the appearance of a conflict of interest in serving as legal counsel to CRRRA.

[Attach Additional Pages If Necessary]

**2. CONFLICT OF INTEREST MEASURES**

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

[Attach Additional Pages If Necessary]

A large, empty rectangular box with a thin black border, intended for the submitter to provide details on conflict of interest measures. The box is currently blank.

**3. POSITIONS ADVERSE TO INTERESTS OF CRRA**

In the space below, list and explain any positions that the SOQ submitter has argued, in representing other private, municipal or public interest clients, which might be in conflict with or adverse to the interests of CRRA.

[Attach Additional Pages If Necessary]

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the submitter to list and explain any positions that might be in conflict with or adverse to the interests of CRRA.



**4. INVESTIGATIONS**

In the space below, discuss any pending or recent investigations by the Securities and Exchange Commission, the Internal Revenue Service or any other regulatory body or court (local, state or federal) regarding the conduct of the SOQ submitter the SOQ submitter's management or any individuals assigned to work with the State which might affect SOQ submitter's ability to deliver legal services described in this RFQ. Discuss any such investigation that has occurred during the past two years.

[Attach Additional Pages If Necessary]

A large, empty rectangular box with a thin black border, intended for the respondent to provide details on any pending or recent investigations by regulatory bodies or courts. The box is currently blank.

**5. BUSINESS WITH MAJOR CRRA CONTRACTORS**

CRRA has made payments of over \$100,000 a year to the organizations named on the CRRA Vendor List on Page 6 of 6 of this Form. If the SOQ submitter has represented any of these organizations (or their subsidiaries or affiliates), in the table below list the name of the organization, the matter(s) on which the SOQ submitter represented the organization and the fees received from the organization in the past three (3) years. 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 all be considered.

[Attach Additional Pages If Necessary]

Organization	Matter on Which Represented Organization	Fees Received in Past 3 Years

**CRRA Vendor List (FY 2010)**  
**Payments Greater than \$100,000**

AON RISK SERVICES INC	KAINEN ESCALERA & MCHALE PC
BOLLAM, SHEEDY, TORANI AND CO. LLP, CPA	KNAPP ENGINEERING PC
BOTTICELLO INC	MERRITT CONTRACTORS INC
BRIDGEPORT, CITY OF	METROPOLITAN DISTRICT COMMISSION
BROWN RUDNICK BERLACK ISRAELS LLP	METTLER TOLEDO INC
CME ASSOCIATES, INC.	MILFORD, CITY OF
COLONIAL PAVING CO.	NORTHEAST GENERATION SERVICES CO
COMPLETE DISPOSAL COMPANY, INC.	NORTHEAST UTILITIES/CL&P
CONN CONSTITUTION ASSOCIATES LLC	NORWALK, CITY OF
CONNECTICARE, INC.	PEPE & HAZARD LLP
CONNECTICUT, STATE OF, DEP	PITA COMMUNICATIONS LLC
CONNECTICUT, STATE OF, REVENUE SERVICES	PRESTON, TOWN OF
COPE'S RUBBISH REMOVAL	R BATES AND SONS INC
COVANTA MID-CONN INC	SCS FIELD SERVICES
COVANTA PROJECTS OF WALLINGFORD LP	SIMSBURY, TOWN OF
COVANTA SOUTHEASTERN CT	SOUTHEASTERN CONNECTICUT REGIONAL RRA
CWPM LLC	SOUTHWEST CONNECTICUT REGIONAL RRA
DAVID G. ROACH & SONS, INC.	STAFFING NOW, INC.
FAIRFIELD, TOWN OF	STRATFORD, TOWN OF
FCR INC	TRC ENVIRONMENTAL CORP
FGF CONSTRUCTION NETWORK SERVICES, INC.	TYLER EQUIPMENT CORPORATION
FIDELITY INVESTMENTS	WALLINGFORD, TOWN OF
FUSS AND ONEILL INC	WASTE MANAGEMENT OF MASSACHUSETTS
GREENWICH, TOWN OF	WHEELABRATOR BRIDGEPORT LP
HALLORAN AND SAGE LLP	WHEELABRATOR TECHNOLOGIES INC
HARTFORD, CITY OF	WINDSOR, TOWN OF
HRP ASSOCIATES INC	WOODS ENGINEERING & CONSULTING, LLC

**REQUEST FOR QUALIFICATIONS  
FOR  
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**SECTION 8  
FIRM BACKGROUND AND EXPERIENCE FORM**



<b>FIRM BACKGROUND AND EXPERIENCE FORM</b>
--

In the table below, check the box for the Category of Services for which this Firm Background And Experience Form is being submitted. A separate Firm Background And Experience Form must be submitted for each Category Of Services for which the SOQ Submitter wishes to be considered.

<input type="checkbox"/> General Counsel Services
<input type="checkbox"/> Environmental Law Services
<input type="checkbox"/> Real Estate/Planning and Zoning Services
<input type="checkbox"/> Energy Law/Department of Public Utility Control Services
<input type="checkbox"/> Construction Law Services
<input type="checkbox"/> Litigation Services
<input type="checkbox"/> Employment Law Services
<input type="checkbox"/> Solid Waste Industry Legal Services
<input type="checkbox"/> Contract Law Services
<input type="checkbox"/> Bond Counsel Services

In the table on the following page, summarize work performed/services provided of a similar nature to that specified in the RFQ Package Documents which have been performed by the SOQ submitter and which will enable CRRA to evaluate the experience and professional capabilities of the SOQ submitter.

**BACKGROUND AND EXPERIENCE**

[Attach Additional Pages If Necessary]

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for the user to provide detailed background and experience information, as indicated by the text above it.

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 9  
PERSONNEL BACKGROUND AND EXPERIENCE  
FORM**



# PERSONNEL BACKGROUND AND EXPERIENCE FORM

In the table below, check the box for the Category of Services for which this Personnel Background And Experience Form is being submitted. A separate Personnel Background And Experience Form must be submitted for each Category Of Services for which the SOQ Submitter wishes to be considered.

<input type="checkbox"/> General Counsel Services
<input type="checkbox"/> Environmental Law Services
<input type="checkbox"/> Real Estate/Planning and Zoning Services
<input type="checkbox"/> Energy Law/Department of Public Utility Control Services
<input type="checkbox"/> Construction Law Services
<input type="checkbox"/> Litigation Services
<input type="checkbox"/> Employment Law Services
<input type="checkbox"/> Solid Waste Industry Legal Services
<input type="checkbox"/> Contract Law Services
<input type="checkbox"/> Bond Counsel Services

In the tables on the following pages, provide the requested information on the professionals who would be assigned to work with CRRA. In completing the forms below, please note the following:

- In the "Staff Level" item, indicate the individual's staff level as specified on the Payment Rate Schedule Form (Section 5 of the RFQ Package Documents).
- In the "% of Time Available" item, indicate the percentage of the individual's time that he/she would be available to provide services to CRRA.
- Any particular individual may be identified to be assigned to work with CRRA for more than one Category of Services. When such is the case, use the space labeled "Other Categories Of Services" to indicate all of the Categories Of Services for which the individual might be involved.

If more than 10 individuals would be assigned to work with CRRA for a particular Category Of Services, copy page 6 of this form and use it to provide the requested information for the additional individuals.

Provide a brief resume (i.e., no more than two pages) of each individual listed on this and other Personnel Background And Experience Forms, if any, as Appendix A to the SOQ. Please provide only one resume for each individual identified, regardless of how many Categories Of Services he/she might be assigned.



### PROFESSIONAL 1

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

### PROFESSIONAL 2

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 3**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 4**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 5**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 6**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 7**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 8**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 9**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 10**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 10  
REFERENCES FORM**



<b>REFERENCES FORM</b>
------------------------

In the table below, check the box for the Category of Services for which this References Form is being submitted. A separate References Form must be submitted for each Category Of Services for which the SOQ Submitter wishes to be considered.

<input type="checkbox"/> General Counsel Services
<input type="checkbox"/> Environmental Law Services
<input type="checkbox"/> Real Estate/Planning and Zoning Services
<input type="checkbox"/> Energy Law/Department of Public Utility Control Services
<input type="checkbox"/> Construction Law Services
<input type="checkbox"/> Litigation Services
<input type="checkbox"/> Employment Law Services
<input type="checkbox"/> Solid Waste Industry Legal Services
<input type="checkbox"/> Contract Law Services
<input type="checkbox"/> Bond Counsel Services

In tables below and on the following page, provide the names of three (3) references who can attest to the quality of work performed/services provided by firm. Include job title, affiliation, address, phone number and a brief description of the work performed/services provided for each reference. A particular reference may be used for more than one Category Of Services.

**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 QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 11**

**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, Proposer or Statement of Qualifications Submitter, as appropriate.

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2.</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 Business Enterprise based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3.</i> <i>If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor certified by DAS as a Small Business Enterprise? <sup>1</sup>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a Minority Owned Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4.</i> <i>If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor certified by DAS as a Minority Owned Business Enterprise? <sup>1</sup>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? <sup>2</sup> <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5.</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

## FOOTNOTES

- <sup>1</sup> If the Contractor answered "yes" to Question 2A and/or 3A, Contractor must attach a copy of its DAS Set-Aside Certificate to this Questionnaire.
- <sup>2</sup> If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds Fifty Thousand Dollars (\$50,000.00) in any fiscal year, and the Contractor has fifty (50) or more employees, the Contractor, in accordance with the provisions of Section 46a-68c of the Connecticut General Statutes, shall develop and file an affirmative action plan with the Connecticut Commission on Human Rights and Opportunities.

## SCHEDULE A CRITERIA FOR A SMALL BUSINESS ENTERPRISE

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

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

## SCHEDULE B CRITERIA FOR A MINORITY OWNED BUSINESS ENTERPRISE

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

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

## CONNECTICUT GENERAL STATUTES SECTION 46a-68b

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

**REQUEST FOR QUALIFICATIONS  
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**SECTION 12  
AFFIDAVIT OF THIRD PARTY FEES**



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

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

I, \_\_\_\_\_, a duly authorized officer and/or representative  
of \_\_\_\_\_ (firm name)  
(the "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;
2. The Contractor seeks to enter into the "Legal 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 AND Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee <sup>1</sup>

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

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

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

Signed: \_\_\_\_\_

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

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

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

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

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



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

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

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

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

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 13**

**AFFIDAVIT CONCERNING NONDISCRIMINATION**





**AFFIDAVIT CONCERNING  
NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 14  
BACKGROUND QUESTIONNAIRE**



**BACKGROUND QUESTIONNAIRE**

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

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

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

<p>2. Has the Contractor or any of the following ever been the subject of a <b>civil</b> investigation<sup>1</sup>?</p> <p>(a) A principal of the Contractor;  (b) An owner of the Contractor;  (c) An officer of the Contractor;  (d) A partner in the Contractor;  (e) A director of the Contractor; or  (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a <b>criminal</b> investigation?</p> <p>(a) A principal of the Contractor;  (b) An owner of the Contractor;  (c) An officer of the Contractor;  (d) A partner in the Contractor;  (e) A director of the Contractor; or  (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 3B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

**CERTIFICATION**

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

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

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

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

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

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

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

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

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 15**

**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](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

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

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

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

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

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

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

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

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



**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 16  
NOTICE OF AWARD**



## NOTICE OF AWARD

**TO:** [NAME OF CONTACT FOR SUCCESSFUL FIRM]  
[NAME OF SUCCESSFUL FIRM]  
[ADDRESS 1 OF SUCCESSFUL FIRM]  
[ADDRESS 2 OF SUCCESSFUL FIRM]

**PROJECT:** General Fund

**RFQ NUMBER:** 11-LE-001

**CONTRACT:** Legal Services Agreement

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

You are hereby notified that your Statement Of Qualifications has been accepted for performing the following Category(ies) of Services from time to time as the same may be requested by CRRA.

- (a) [CRRA will list each Category of Services for which the firm has been selected].

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

- (a) Execute the two attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes entering the requested information in the "Notices" Section (Section 7.8, Page 20) of the Agreement, signing the Agreement (Page 22), printing the signer's name under the signature line (Page 22) and printing the signer's title following the word "Its" (Page 22);
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Execute the attached Affidavit Concerning Consulting Fees and deliver such executed Affidavit to CRRA;

- (d) Deliver to CRRA the requisite certificates of insurance as specified in Article 6 of the Agreement [Please be advised that this is the area in which Consultants seem to have the most difficulty. CRRA requires that the certificate submitted show evidence of exactly the insurance requirements specified in the Agreement. For example, if the Agreement specifies automobile insurance for “any” vehicles, the “any” vehicle box on the certificate must be checked];
- (e) Complete and deliver to CRRA the attached Form W-9, “Request for Taxpayer Identification Number and Certification;” and
- (f) If the remittance address/contact information for the Services is different from the address/contact information indicated on Page 1 of this “Notice of Award,” provide such remittance address/contact information in the following table;

Contractor Name:	
Remittance Contact:	
Title:	
Street Address:	
Street Address:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

- (g) 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 (g) above, CRRA will be entitled to consider all your rights arising out of CRRA’s acceptance of your Statement Of Qualifications as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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

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

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], [YEAR].

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Ronald E. Gingerich  
Title: Development Manager

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

By:

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

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

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

**ATTACHMENT A**  
**To**  
**NOTICE OF AWARD**

**CONTRACTORS CERTIFICATION CONCERNING  
GIFTS**



**CONTRACTOR'S CERTIFICATION  
CONCERNING GIFTS**

**LEGAL 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/statement of qualifications submitter 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/statement of qualifications for the "Legal Services Agreement" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between January 1, 2011 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/statement of qualifications 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/statement of qualifications for or the negotiation of the Agreement
 to
  - (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal/qualifications 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/statement of qualifications 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**

Laurie Hunt, Director of Legal Services

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

Governor Dannel P. Malloy
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 \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
 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.



**ATTACHMENT B**  
**To**  
**NOTICE OF AWARD**

**AFFIDAVIT CONCERNING CONSULTING FEES**



**AFFIDAVIT CONCERNING  
CONSULTING FEES**

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

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

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

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

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

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

**TABLE 1: Disclosure of Consulting Agreements**

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

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

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

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

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

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

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

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

**REQUEST FOR QUALIFICATIONS  
FOR  
LEGAL SERVICES**

**SECTION 17  
LEGAL SERVICES AGREEMENT**

**LEGAL SERVICES  
AGREEMENT**

**BETWEEN**

**CONNECTICUT RESOURCES RECOVERY  
AUTHORITY**

**AND**

**[NAME OF CONSULTANT]**

**Dated as of July 1, 2011**

# LEGAL SERVICES AGREEMENT

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This **LEGAL SERVICES AGREEMENT** (the "Agreement") is made and entered into as of this 1<sup>st</sup> day of July, 2011 (the "Effective Date") by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 (hereinafter "CRRA") and **[NAME OF CONSULTANT]**, having a principal place of business at **[ADDRESS OF CONSULTANT]** (hereinafter "Consultant").

## PRELIMINARY STATEMENT

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

**WHEREAS**, CRRA now desires to enter into this Agreement with Consultant in order to have Consultant render certain legal services for CRRA in 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 Statement Of Qualifications due date, which clarify, correct or change any or all of the Contract Documents.
- (b) "**Contract Documents**" means this Agreement (including all exhibits attached hereto), Notice To Firms – Request For Qualifications, Instructions To Firms, Addenda, Consultant's Statement Of Qualifications (including all documentation accompanying such Statement Of Qualifications, all other documentation submitted in connection with such Statement Of Qualifications, and all post-Statement Of Qualifications documentation submitted prior to the Notice Of Award), Notice Of Award, and 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 Statement Of Qualifications submitter which states that CRRA has accepted such submitter’s Statement Of Qualifications and sets forth the remaining conditions that must be fulfilled by submitter before CRRA executes the Agreement.

## 1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) The words “herein,” “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

## 2. SCOPE OF SERVICES

### 2.1 Independent Legal Services

CRRA retains Consultant to render certain independent legal services to CRRA as detailed in Exhibit A attached hereto and made a part hereof (collectively, the “Services”) and as identified as the following category(ies):

- (a) [CRRA WILL LIST THE CATEGORY(IES) OF SERVICES FOR WHICH THE CONSULTANT HAS BEEN SELECTED].

### 2.2 Direction of Services

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

### 2.3 Performance And Completion Of Services

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

- (a) Any and all instructions, guidance and directions provided by CRRA to Consultant;
- (b) The Contract Documents;
- (c) Sound legal practices;
- (d) The highest prevailing applicable professional level of care and skill exercised by members of the legal field practicing under similar conditions and circumstances;
- (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.”

### 2.4 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, Consultant shall not provide CRRA any lobbying services, or receive, pay, or distribute any finder’s fees under this Agreement.

## 2.5 Access

In the event that Consultant requires access to any Facility or Property in order to perform any of the Services hereunder, CRRA hereby grants to Consultant, during the Facilities' normal hours of operation, access to only those areas of the Properties necessary for Consultant to perform the Services hereunder, provided that:

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

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

## 2.6 Authorized Representative Of CRRA

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

## 2.7 Specific Services Request For Services

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

such Request unless specifically authorized in advance and in writing by an Authorized Representative.

## **2.8 Progress Reports**

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

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

## **2.9 Confidential Work Product**

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

## **2.10 Restrictions On Parties**

This Agreement shall not be construed to restrict either CRRA or Consultant from entering into other consulting agreements similar to this one with other parties, provided however

Consultant shall not render services to another which would either be in conflict with the interests of CRRA or prevent Consultant from performing hereunder. Consultant shall not assign this Agreement or subcontract any of the Services to be performed hereunder without the prior written consent of the Authorized Representative.

### 3. COMPENSATION AND PAYMENT

#### 3.1 Compensation Schedule

For the purposes of this Agreement, the term "fiscal year" shall mean the twelve (12) month period from July 1<sup>st</sup> through the following June 30<sup>th</sup>.

For the services rendered and expenses incurred under this Agreement during Fiscal Year 2012 (which begins July 1, 2011), Consultant shall be paid by CRRA on the basis set forth on **Exhibit C** attached hereto and made a part hereof.

For Fiscal Year 2013 (which begins July 1, 2012), the rates set forth in **Exhibit C** may be modified by Consultant by the lesser of (i) four (4%) percent, or (ii) the percentage change under the United States Consumer Price Index for all Urban Consumers (Cross Classification of Region and Population Size Class), published by the Bureau of Labor Statistics, United States Department of Labor (the "Index"), which change shall be calculated as follows: the annual adjustment shall be calculated by adding to the rates payable for the immediately preceding fiscal year the amount obtained by multiplying such rates by the percentage change between the Index for June of the fiscal year immediately prior to such immediately preceding fiscal year and the Index for June of such immediately preceding fiscal year.

For Fiscal Year 2014 (which begins July 1, 2013), Consultant shall be paid by CRRA based upon the rates at which Consultant was paid by CRRA during Fiscal Year 2013; provided, however, that such rates may be modified by Consultant in the manner set forth in the immediately preceding paragraph.

**All Services provided by Consultant to CRRA must be approved in advance by the President of the Director of Legal Services. Any Services rendered by Consultant that were not approved in advance by the President of the Director of Legal Services shall NOT be paid by CRRA even if said Services were requested by other CRRA staff.**

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

- (a) Receipts for all items greater than or equal to \$25 and

- (b) Copies of the Consultant's expense forms itemizing expenses incurred in providing Services to CRRA.

Disbursements will be reimbursed at the Consultant's cost.

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

### **3.2 Bill Format**

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

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

The identification codes of each attorney, paralegal, etc. must appear with each service item listed.

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

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

The minimum billing increment to be used is one-tenth (0.10) of an hour. CRRA requires that all time to be computed on this basis and be exact to within the nearest tenth of an hour.

The use of a higher increment (e.g., 0.25) or “rounding” of times will be appropriately reduced from the bill. Consultant may not unit-bill CRRA for telephone calls and for reviewing or drafting correspondence, i.e., reviews of correspondence always billed at a minimum of 0.5 hours or telephone calls at 0.3 hours. CRRA will pay only for actual legal work to the nearest 0.10 hours.

The last page of the invoice must show:

- (a) The identification of each service provider
- (b) Their hourly rate
- (c) Total hours billed on the invoice
- (d) Total amount charged for their service.

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

### **3.3 Payment Procedure**

If CRRA determines, in its sole discretion, that

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

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

If, however,

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

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

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

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

### **3.4 Accounting Obligations**

Consultant shall maintain books and accounts of the costs incurred by Consultant 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.

### **3.5 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 Consultant, nor be withheld from payment to Consultant by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the Services to be performed hereunder by Consultant, or any of Consultant's employees or sub-consultants. Consultant 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 3.5 and Consultant 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 Consultant's status hereunder is determined to be other than that of an independent Consultant.

### **3.6 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, Consultant shall not include in the fees, and Consultant 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 Consultant has incurred any Connecticut State Taxes in its performance of the Agreement.



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

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

Consultant and CRRA agree that Consultant is and shall act as an independent contractor. Notwithstanding Consultant’s status as an independent contractor, but without limiting Consultant’s obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Services and any Additional Services, for the sole purpose of allowing CRRA to benefit from the aforesaid exemption, CRRA shall designate, and Consultant 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 and any Additional Services hereunder for the account of CRRA, and with funds provided as reimbursement therefore by CRRA.

### **3.7 Audit**

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

For an audit, Consultant firm shall provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries;
- (b) Each attorney’s original bills and time slips for the services;
- (c) A list of hourly rates for each attorney handling the matter;
- (d) A detailed explanation of Consultant’s billing methods; and
- (e) Consultant’s trial, motion and deposition calendar subject to applicable privileges.

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

#### **4. TERM OF AGREEMENT**

##### **4.1 Term**

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated in accordance with the terms hereof, on June 30, 2014.

##### **4.2 Time Is Of The Essence**

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

##### **4.3 Termination**

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

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

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

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

#### **4.4 Records And Documents**

Consultant shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by CRRA and shall make them available for inspection and audit by CRRA. Consultant's obligations under this Section 4.4 shall survive the termination or expiration of this Agreement.

### **5. INDEMNIFICATION**

#### **5.1 Consultant's Indemnity**

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

### **6. INSURANCE**

#### **6.1 Required Insurance**

At all times during the term of this Agreement, Consultant shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder performed by the Consultant, its agents, employees or subcontractors.

CRRA reserves the right to alter or to waive, at its sole and absolute discretion, in whole or in part, any of the required insurances specified in this Section 6.1.

Prior to execution of a Specific Request For Services pursuant to Section 2.7 of this Agreement, CRRA may elect to increase the dollar amounts of the minimum coverage limits of some or all of the insurance required based on the specific scope of services outlined in the Request For Services. In such event, Consultant shall comply with the Specific Request For Services requirements.

#### 6.1.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (a) Commercial General Liability written on an Occurrence policy form;
- (b) Automobile Liability insurance Combined Single Limit;
- (c) Workers' Compensation insurance as required by the State in which work is being done;
- (d) Employers' Liability insurance;
- (e) Excess/Umbrella Liability insurance; and
- (f) Lawyers' Professional Liability insurance.

#### 6.1.2 Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- (a) General Liability
  - \$1,000,000 Each Occurrence;
  - \$2,000,000 General Aggregate;
  - \$2,000,000 Products-Completed Operations Aggregate; and
  - \$1,000,000 Personal and Advertising Injury.
- (b) Automobile Liability:
  - \$500,000 per accident for bodily injury and property damage;
  - include Owned, Hired, and Non-Owned Auto Liability.
- (c) Workers' Compensation:
  - Statutory Limits.
- (d) Employers' Liability:

\$500,000 Each Accident;  
\$500,000 Disease-Policy Limit; and  
\$500,000 Disease-Each Employee.

(e) Excess/Umbrella:

\$5,000,000 Each Occurrence/Aggregate; schedule the General Liability, Automobile Liability, and Employers Liability and follow form with the underlying terms.

(f) Lawyers' Professional Liability:

\$5,000,000 Each Occurrence.

## 6.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by CRRA. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible or self-insured retention, Consultant shall pay such deductible or self-insured retention.

## 6.3 Other Insurance Provisions

All policies are to contain, or be endorsed to contain, the following provisions:

- (a) CRRA needs to be included as additional insured on all liability insurance including General Liability, Excess Liability (if Excess Liability is used to meet the limits) and Automobile Liability. The General Liability Additional Insured endorsement must include "on-going operations" and "completed operations" coverage for the additional insured.
- (b) CRRA must be notified within two (2) business days of any proposed cancellation of the policies.
- (c) Consultant's insurance must be primary and no contributions shall be permitted from any insurance or self-insurance of CRRA.
- (d) Consultant waives, and requires their insurers to waive by endorsement, subrogation rights against CRRA for losses and damages incurred under the insurance policies required by the subcontract agreement.

## 6.4 Acceptability of Insurance

Insurance companies must be rated A-VII or better by A.M. Best. Insurance carriers should be lawfully authorized to do business in the jurisdiction where the work is being performed, unless otherwise approved by CRRA.

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

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

## **6.5 Verification of Coverage**

No work will be performed by Consultant until a certificate of insurance is submitted complying with all these insurance requirements.

## **6.6 Subcontractors**

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

# **7. MISCELLANEOUS**

## **7.1 Non-Discrimination**

Consultant agrees to the following:

- (a) Consultant agrees and warrants that in the performance of the Agreement Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Consultant that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Consultant further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Consultant that such disability prevents performance of the Services involved;
- (b) Consultant agrees, in all solicitations or advertisements for employees placed by or on behalf of Consultant, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission");

- (c) Consultant agrees to provide each labor union or representative of workers with which Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which Consultant has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of Consultant's commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) Consultant agrees to comply with each 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) Consultant agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Consultant as relate to the provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes.
- (f) If this Agreement is a public works contract, Consultant agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

## **7.2 Campaign Contribution And Solicitation Prohibitions**

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

## **7.3 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.

## **7.4 Governing Law**

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

## **7.5 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.

## **7.6 No Waiver**

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

## **7.7 Modification**

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

## **7.8 Notices**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below:

(a) If to CRRA:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: Director of Legal Affairs

With a copy to:

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

(b) If to Consultant:



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

**7.9 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.

**7.10 Severability**

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

**7.11 Small Contractor Application**

At the request of CRRA and if Consultant qualifies, Consultant shall apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

**7.12 Whistleblower Protection**

If any officer, employee or appointing authority of the Consultant takes or threatens to take any personnel action against any employee of the Consultant in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Consultant shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Consultant shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state contractors.

**7.13 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.

**7.14 Campaign Contribution And Solicitation Prohibitions**

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

**7.15 Affidavit of Third Party Fees**

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

**7.16 Affidavit Concerning Nondiscrimination**

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

**7.17 Affidavit Concerning Consulting Fees**

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

**7.18 Contractor's Certification Concerning Gifts**

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

**7.19 President's Certification Concerning Gifts**

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

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

[CONSULTANT]

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

**EXHIBIT A**

**To**

**LEGAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

# SCOPE OF SERVICES

The following are the Categories of Services.

## 1. General Counsel Services

The following are examples of the areas covered by General Counsel Services category:

- (a) Complex commercial contract preparation
- (b) Commercial taxation – federal, state and local
- (c) Commercial finance
- (d) Commercial insurance
- (e) Equal employment opportunity, affirmative action and minority contracting
- (f) OSHA
- (g) Corporate governance, compliance with enabling legislation, internal organizational regulations, bylaws, etc.
- (h) Administrative Proceedings

## 2. Environmental Law Services – Federal, State and Local

The following are examples of the areas covered by the Environmental Law Services category:

- (a) Department of Environmental Protection proceedings
- (b) Air pollution control
- (c) Water pollution control
- (d) Solid waste management
- (e) Hazardous waste management
- (f) Federal Comprehensive Environmental Response, Compensation and Liability Act
- (g) Federal Community Right to Know
- (h) Federal Toxic Substances Control Act
- (i) Noise Abatement
- (j) Connecticut Siting Council
- (k) Inland wetlands
- (l) Coastal management and tidal wetlands

- (m) Water diversion
- (n) Connecticut Environmental Protection Act
- (o) Environmental auditing
- (p) Environmental impact statements
- (q) Risk Assessment
- (r) Site assessment and Connecticut Super Lien

### **3. Real Estate/Planning And Zoning Services**

The following are examples of the areas covered by the Real Estate/Planning And Zoning Services category:

- (a) Commercial real estate acquisition
- (b) Site assessment and Connecticut Super Lien
- (c) Eminent domain
- (d) Complex easements
- (e) General commercial zoning – zone changes, variances, special permits, site plan review
- (f) Inland wetlands
- (g) Local coastal site plan review

### **4. Energy Law/Department of Public Utility Control Services**

The following are examples of the areas covered by the Energy/Department of Public Utility Control Services category:

- (a) Electrical sales contracts
- (b) Steam sales contracts
- (c) Cogeneration
- (d) Department of Public Utility Control proceedings
- (e) Federal Energy Regulatory Commission proceedings

### **5. Construction Law Services**

The following are examples of the areas covered by the Construction Law Services category:

- (a) Construction contract drafting and interpretation
- (b) Construction litigation, arbitration and alternative dispute resolution

- (c) Changes orders and amendments
- (d) Fixed price and cost plus contracts
- (e) Construction escalation factors

## **6. Litigation Services**

The following are examples of the areas covered by the Litigation Services category:

- (a) General litigation, arbitration and alternative dispute
- (b) Collections
- (c) Eminent domain
- (d) Tax appeals
- (e) Contract and commercial litigation
- (f) Freedom of Information Act

## **7. Employment Law Services**

The following are examples of the areas covered by the Employment Law Services category:

- (a) General Employment Issues
- (b) Employment hearings and litigation
- (c) Labor relations

## **8. Solid Waste Industry Legal Services**

The following are examples of the areas covered by the Solid Waste Industry Legal Services category:

- (a) Counsel on general solid waste industry issues
- (b) Counsel on solid waste hauling and disposal contracts
- (c) Counsel on economic flow control issues
- (d) Assistance in negotiations with solid waste haulers regarding solid waste disposal agreements and transportation agreements
- (e) Counsel on intrastate rail transportation of solid waste
- (f) Counsel on industry trends in collection and disposal of residential and commercial solid waste
- (g) Counsel on industry trends in collection and disposal of residential and commercial recyclables

- (h) Counsel on contracts for the hauling, disposal, and marketing of recyclables
- (i) Assistance in development of solid waste facilities, including but not limited to, transfer stations, rail haul facilities, and waste-to-energy facilities
- (j) Assistance in negotiations with waste-to-energy facility owners and/or operators

## **9. Contract Law Services**

**Small firms/solo practitioners are encouraged to submit SOQs for this Category of Services.**

The following are examples of the areas covered by the Contract Law Services category:

- (a) Advice regarding existing contracts and contractual matters
- (b) Draft and negotiate new contracts, amendments, etc.
- (c) Review RFB/P/Q packages for statutory and policy compliance

A firm/solo practitioner that wishes to be considered for this Category of Services should have the ability to be present in CRRA's offices at least a couple of hours per week.

## **10. Bond Counsel Services**

Consultant shall provide CRRA Bond Counsel legal services in connection with Tax exempt and taxable financings, resource recovery facility, recycling project, and related financings.

The following are examples of the areas covered by the Bond Counsel Services category:

- (a) Advise CRRA in structuring general obligation and revenue debt issuances including tax-exempt and taxable financings, credit-enhanced financings, financings incorporating derivative structures and other forms of debt financings.
- (b) Draft or review legal documentation necessary to issue debt including, as appropriate, resolutions, the official statement, notice of sale and bid form, bond purchase agreement and tax regulatory agreement.
- (c) Render unqualified legal opinions concerning the validity and the tax-exempt status of CRRA's debt issuances.
- (d) Prepare and distribute closing documentation and coordinate and conduct the closing of bond, note or other financing transactions.
- (e) Seek, on behalf of CRRA, any necessary opinions, letter rulings or other documentation from the Internal Revenue Service or other bodies.
- (f) Provide sophisticated legal advice on federal tax matters including, but not limited to, reimbursement, arbitrage and private activity.



- (g) As necessary, assist CRRA in resolving issues regarding CRRA's debt that are raised by bondholders, rating agencies or public officials.
- (h) Advise CRRA in day-to-day questions regarding the interpretation of the outstanding bond indentures.

**EXHIBIT B**

To

**LEGAL SERVICES AGREEMENT**

**REQUEST FOR SERVICES – STANDARD  
FORMAT**



**REQUEST FOR SERVICES**

[DATE]

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

**Re: Legal 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 "Legal Services Agreement" dated July 1, 2011 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  
Legal Services Agreement  
dated July 1, 2011

[CONSULTANT NAME]

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

STANDARD FORMAT

**EXHIBIT C**

To

**LEGAL SERVICES AGREEMENT**

**COMPENSATION SCHEDULE**

## COMPENSATION SCHEDULE

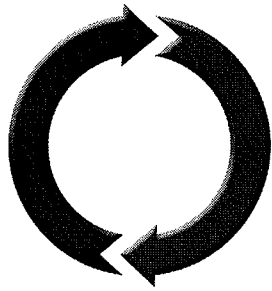
[The Consultant's "Payment Rate Schedule Form" that was submitted to CRRA by the Consultant with the Consultant's SOQ, as such Form may be modified based on negotiations between CRRA and Consultant over prices, will be added by CRRA.]

**EXHIBIT D**

**To**

**LEGAL SERVICES AGREEMENT**

**CRRA TRAVEL AND EXPENSE POLICY**



CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

# **TRAVEL POLICY AND EXPENSE REPORTING**

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

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



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# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## TRAVEL POLICY AND EXPENSE REPORTING

### 1. GENERAL STATEMENT

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

### 2. APPROVALS

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

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

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

### 3. TRANSPORTATION

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

### **3.1 Rental Automobile**

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

#### **3.1.1 Insurance**

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

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

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

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

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

#### **3.2.1 Reimbursement Rate**

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

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

### **3.2.2 Mileage Calculation**

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

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

### **3.2.3 Tolls/Parking**

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

## **3.3 Air Travel**

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

## **3.4 Taxis**

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

### **3.5 CRRA Owned Automobiles**

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

#### **4. MEALS**

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

#### **5. LODGING**

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

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

#### **6. INCIDENTALS**

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

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

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

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

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

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

CRRA will not reimburse the cost of home entertaining.

## 9. EXPENSE REPORTING

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

## 10. RECEIPTS

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

Original receipts are required for all entertainment.

## 11. EXCEPTIONS

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

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### ORIGINAL

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

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### REVISION 1

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

**EXHIBIT E**

**To**

**LEGAL SERVICES AGREEMENT**

**MONTHLY BILL FORMAT**

## MONTHLY BILL FORMAT

Name of Consultant:	
Contract Number:	
Billing Period:	
Project Name:	<b>Legal Services</b>
Purchase Order Number:	
Request For Services Number:	

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

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

<b>Subtotal for Task (Insert Task Number)</b>	
---	--

<b>TOTAL (Insert billing period for which bill is being submitted)</b>	
--	--



**EXHIBIT F**

To

**LEGAL 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](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

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

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

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

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

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

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

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

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

**EXHIBIT G**

To

**LEGAL SERVICES AGREEMENT**

**AFFIDAVIT OF THIRD PARTY FEES**

# AFFIDAVIT OF THIRD PARTY FEES

[The Consultant's "Affidavit of Third Party Fees" that was submitted to CRRRA by the Consultant with the Consultant's SOQ will be added by CRRRA.]

**EXHIBIT H**

To

**LEGAL SERVICES AGREEMENT**

**AFFIDAVIT CONCERNING NONDISCRIMINATION**

# **AFFIDAVIT CONCERNING NONDISCRIMINATION**

[The Consultant's "Affidavit Concerning Nondiscrimination" that was submitted to CRRA by the Consultant with the Consultant's SOQ will be added by CRRA.]

**EXHIBIT I**

To

**LEGAL SERVICES AGREEMENT**

**AFFIDAVIT CONCERNING CONSULTING FEES**



# AFFIDAVIT CONCERNING CONSULTING FEES

[The Consultant's "Affidavit Concerning Consulting Fees" that was submitted to CRRA by the Consultant with the Consultant's "Notice of Award" will be added by CRRA.]

**EXHIBIT J**

To

**LEGAL SERVICES AGREEMENT**

**CONTRACTOR'S CERTIFICATION CONCERNING  
GIFTS**

# **CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

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

**EXHIBIT K**

To

**LEGAL SERVICES AGREEMENT**

**CRRA PRESIDENT'S CERTIFICATION  
CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION  
CONCERNING GIFTS**

**LEGAL SERVICES AGREEMENT**

**Awarded To**

**[NAME OF SUCCESSFUL SOQ SUBMITTER].**

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

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Legal 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 \_\_\_\_\_ 20 \_\_\_\_

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