



**REQUEST FOR BIDS
("RFB")
FOR
THE SALE OF SCRAP STEEL
FROM
DISMANTLED RECYCLING EQUIPMENT
(RFB Number 10-OP-010)**

**BID DUE DATE
APRIL 21, 2010**

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

March 29, 2010

REQUEST FOR BIDS
For
THE SALE OF SCRAP STEEL FROM
DISMANTLED RECYCLING EQUIPMENT
(RFB Number 10-OP-010)

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

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**REQUEST FOR BIDS
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SECTION 1

REQUEST FOR BIDS

CONNECTICUT RESOURCES RECOVERY AUTHORITY

REQUEST FOR BIDS

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. One of CRRA’s facilities is the Mid-Connecticut Regional Recycling Center (“RRC”) located at 211 Murphy Road, Hartford, Connecticut 06114. As a result of various replacements and upgrades of equipment at the RRC, CRRA has accumulated a quantity of scrap steel from dismantled recycling equipment (the “Steel”).

CRRA is seeking bids for the purchase of all of the Steel from CRRA.

1. Availability of RFB Documents

The Request For Bid (“RFB”) documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **Monday, March 29, 2010**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date.

2. Description of the Steel

The Steel will be sold to the successful bidder in its “as is” condition. CRRA makes no warranties or representations as to the quantity or quality of the Steel.

3. Inspection

Prospective bidders that desire to inspect the Steel prior to bidding may do so at the RRC at **10:00 a.m., Wednesday, April 7, 2010**. Any prospective bidder intending to inspect the Steel should contact Ronald Gingerich by telephone (860-757-7703) or by e-mail (rgingerich@crra.org) at least 24 hours in advance of the inspection (i.e., by 10:00 a.m., Tuesday April 6, 2010). Alternate times for inspecting the Steel will not be allowed.

4. Bid Price

Bidders shall provide CRRA a per-pound bid price for the Steel on the attached Bid Price Form.

5. Hauling

The Steel shall be sold FOB Origin.

The successful bidder shall furnish all tools, materials, labor, equipment, vehicles and incidentals thereto to load and transport the Steel. The successful bidder shall load the

Steel onto its vehicle and haul it to be weighed at the CRRA scale located at the RRC. Prior to the foregoing loading, the successful bidder shall weigh its empty vehicle at the CRRA scale. The weight determined by the CRRA scale shall then be multiplied by the successful bidder's per-pound bid price to establish the total bid price to be paid by the successful bidder to CRRA for the Steel. The successful bidder may either load the Steel in its "as is" condition or it may enter the site and disassemble the Steel.

All of the Steel shall be removed from the RRC site within 15 (fifteen) days after the successful bidder receives the Notice To Proceed from CRRA.

6. Bid Submittal Procedures

Sealed bids must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Wednesday, April 21, 2010. Bids must be sent to the attention of Ronald Gingerich. Bids received after the time and date set forth above shall be rejected.

Each bid shall be enclosed in a sealed envelope that shall be clearly marked "Bid for the Purchase of Scrap Steel from Dismantled Recycling Equipment."

7. Period Bids Shall Remain Open

All bids shall remain open for ninety (90) days after the bid due date.

8. Bid Contents

Bids shall be submitted on forms provided by CRRA as part of the RFB. All of the forms are attached to this RFB and are also available on CRRA's web site along with the RFB.

A bid must consist of the following:

- (a) The completed Bid Price Form;
- (b) The completed Affidavit Concerning Nondiscrimination (subscribed and sworn before a Notary Public or Commissioner of the Superior Court).
- (c) The completed Affidavit Concerning Consulting Fees (subscribed and sworn before a Notary Public or Commissioner of the Superior Court); and
- (d) A copy of the bidder's up-to-date certificate of insurance showing all insurance coverages required by Section 7.1 of the attached Agreement.

9. Bid Opening

Bids will be opened publicly at 3:15 p.m., Wednesday, April 21, 2010, at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722.

10. Bid Evaluation

CRRA will base its evaluation of the bids on price and any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of such bids.

The selection of a bidder for the Steel will be made, if at all, to the bidder whose evaluation by CRRA results in CRRA determining that such award to such bidder is in the best interests of CRRA. **However, the selection of a bidder and the award of such contract, 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.

11. Contract Award

If the contract is to be awarded, CRRA will issue to the successful bidder a Notice Of Award within ninety (90) days after the bid due date. The format of the Notice Of Award is attached.

12. Terms and Conditions

The attached "Agreement For Sale Of Scrap Steel From Dismantled Recycling Equipment" (the "Agreement") will serve as the legal basis for the purchase of the Steel.

13. Sales and Use Tax

Since **CRRA is exempt from state sales and use tax**, the price of any bid for the Steel shall not include any such tax.

14. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful bidder must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFB and the date the Agreement is executed. If the apparently successful bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which the bidder 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 attached to this RFB.

15. Bid Preparation And Other Costs

Each bidder shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its bid, 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.

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**SECTION 2
BID PRICE FORM**



BID PRICE FORM

Bidder will purchase from CRRA all of the scrap steel from dismantled recycling equipment (the "Steel") that CRRA has accumulated at the Mid-Connecticut Regional Recycling Center ("RRC") located at 211 Murphy Road, Hartford, Connecticut 06114 at the price per pound specified in the tables below.

The Steel will be sold to the successful bidder in its "as is" condition. CRRA makes no warranties or representations as to the quantity or quality of the Steel.

The Steel shall be sold FOB Origin. The successful bidder shall furnish all tools, materials, labor, equipment, vehicles and incidentals thereto to load and transport the Steel. The successful bidder shall remove all of the Steel from the RRC within 15 (fifteen) days of receiving a Notice To Proceed from CRRA.

Since **CRRA is exempt from state sales and use tax**, the price of any bid for the Steel shall not include any such tax.

1. BID PRICE

The bidder will purchase from CRRA the Steel at the per pound price of:

\$	Per Pound
(Use Numbers)	

	Per Pound
(Use Words)	

2. AFFIRMATION

Bidder affirms that the per-pound bid price in Section 1 represents the entire cost to purchase and remove from the RRC the Steel in accordance with the RFB and the Agreement, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the purchase of the Steel, and that each and every such claim is hereby expressly waived by Bidder.

Bidder also affirms that the undersigned has read and is familiar with the terms and conditions of the Agreement as attached and that by submitting this bid, bidder agrees to all the terms and conditions of the Agreement. If the undersigned bidder receives a Notice Of Award pursuant to this RFB, such bidder agrees to execute the **non-negotiable** Agreement attached to this bid.

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name (Type/Print):	
Title:	
Date:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

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SECTION 3

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 "Agreement for the Sale of Scrap Steel from Dismantled Recycling Equipment" (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

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SECTION 4

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 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 "Agreement for the Sale of Scrap Steel from Dismantled Recycling Equipment" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of CRRRA, whether or not direct contact with CRRRA, a CRRRA official, a CRRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² 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.

¹ 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.

² 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 agreements² 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
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.	
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

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SECTION 5

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

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

**REQUEST FOR BIDS
FOR
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**SECTION 6
NOTICE OF AWARD**



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

NOTICE OF AWARD

TO: [NAME OF SUCCESSFUL BIDDER'S CONTACT]
[NAME OF SUCCESSFUL BIDDER]
[ADDRESS OF SUCCESSFUL BIDDER]

PROJECT: Mid-Connecticut

RFB NO.: FY10-OP-010

CONTRACT: Agreement for the Sale of Scrap Steel from Dismantled Recycling Equipment

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE OF BID] in response to CRRA's Request For Bids for the above-referenced sale of scrap steel from dismantled recycling equipment (the "Steel"), which is more particularly described in the "Agreement for the Sale of Scrap Steel from Dismantled Recycling Equipment."

You are hereby notified that your Bid has been accepted for the purchase from CRRA of the Steel. You will be paid [PRICE PER POUND] per pound for the Steel.

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

- (a) Execute the two the 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 9.15, 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) Deliver to CRRA the requisite certificates of insurance;
- (d) Satisfy all other conditions set forth herein.

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

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (e) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Bid 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, 6th Floor
Hartford, CT 06103
Attention: Ronald Gingerich

Dated this ___ day of _____, 2010.

Connecticut Resources Recovery Authority

By: _____
Ronald Gingerich
Title: Environmental Compliance Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2010.

By:

Signature: _____

Name (print/type): _____

Title: _____

ATTACHMENT A

To

NOTICE OF AWARD

**CONTRACTOR'S CERTIFICATION CONCERNING
GIFTS**



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

SALE OF SCRAP STEEL FROM DISMANTLED RECYCLING EQUIPMENT

(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 "Agreement for the Sale of Scrap Steel from Dismantled Recycling Equipment" (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 February 1, 2010 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

Thomas Gaffey, Enforcement/Recycling Director
Peter Egan, Director of Environmental Affairs and Development

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

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

Signature: _____
 Name (type/print): _____
 Title: _____
 State Of: _____
 County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 20 10

 Notary Public/Commissioner of the Superior Court

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

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

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

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

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

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

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

**REQUEST FOR BIDS
FOR
THE SALE OF SCRAP STEEL FROM
DISMANTLED RECYCLING EQUIPMENT**

SECTION 7

**AGREEMENT FOR THE SALE OF SCRAP STEEL
FROM DISMANTLED RECYCLING EQUIPMENT**

**AGREEMENT
FOR THE
SALE OF SCRAP STEEL FROM
DISMANTLED RECYCLING EQUIPMENT**

BETWEEN

**CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

AND

[NAME OF PURCHASER]

Dated as of _____, 2010

**AGREEMENT
FOR
THE SALE OF SCRAP STEEL FROM
DISMANTLED RECYCLING EQUIPMENT**

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This **AGREEMENT FOR THE SALE OF SCRAP STEEL FROM DISMANTLED RECYCLING EQUIPMENT** (the "Agreement") is made and entered into as of the _____ day of, _____, 2010, 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, with its principal place of business at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (hereinafter "CRRA" or "Seller") and **[NAME OF PURCHASER]**, with its principal place of business at **[ADDRESS OF PURCHASER]** (hereinafter "Purchaser").

PRELIMINARY STATEMENT

WHEREAS, Seller owns and desires to sell scrap steel from dismantled recycling equipment (the "Steel").

WHEREAS, the Steel is located at CRRA's Mid-Connecticut Regional Recycling Center located at 211 Murphy Road, Hartford, Connecticut (the "RRC").

WHEREAS, Purchaser desires to purchase the Steel from Seller.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements contained herein, Purchaser agrees to purchase the Steel from Seller under the terms and conditions hereinafter set forth.

1. WEIGHING AND QUANTITY

The Purchaser shall load the Steel onto its vehicle(s) and haul it to be weighed at the CRRA scale at the RRC. Prior to the foregoing loading, the Purchaser shall weigh its empty vehicle(s) at the CRRA scale at the RRC. The Purchaser may either load the Steel in its "as is" condition or it may enter the RRC site and disassemble the Steel. The weight determined by the CRRA scale shall be multiplied by the Purchaser's per pound bid price in Section 5 herein to establish the total price to be paid by the Purchaser to CRRA for the Steel.

2. TITLE AND RISK OF LOSS

Title to and risk of loss of the Steel shall pass from Seller to Purchaser when the Steel is loaded onto Purchaser's vehicle on the RRC site.

3. QUALITY AND SPECIFICATIONS

The Steel is sold to the Purchaser in its "as is" condition and no warranties or representations are given by Seller as to the quantity or quality of the Steel.

4. REMOVAL OF STEEL

Purchaser shall remove from the RRC site all of the Steel within 15 (fifteen) days of receiving a Notice To Proceed from Seller.

5. TERMS OF PAYMENTS

Within five (5) days of Purchaser loading the Steel onto its vehicle(s), Purchaser shall pay Seller the total amount due Seller based upon the calculation determined in accordance with Section 6 herein.

6. PRICE

Purchaser shall pay Seller \$[BID PRICE] for each pound of Steel. The total Purchase Price is as follows:

$$[\text{NUMBER OF POUNDS OF STEEL}] \times [\text{PER POUND BID PRICE}] = [\text{PURCHASE PRICE}]$$

7. INSURANCE

7.1 Required Insurance

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

- (a) Commercial General Liability insurance alone or in combination with, Commercial Umbrella insurance with a limit of not less than one million dollars (\$1,000,000.00) each occurrence covering liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto or vehicle (including owned, hired, and non-owned autos or vehicles), with a limit of not less than one million dollars (\$1,000,000.00) each accident, and including pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90) shall be attached.
- (c) Workers' Compensation with statutory limits.
- (d) Employers' Liability with limits of not less than five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident and five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.

7.2 Certificates of Insurance

Within ten (10) days after CRRA issues the Notice Of Award, Purchaser shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 7.1 above certifying that such insurance is in full force and effect.

8. MISCELLANEOUS

8.1 Indemnification

Purchaser shall at all times defend, indemnify, and hold harmless Seller and its board of directors, officers, agents, and employees from and against any and all claims, damages, losses, judgments, workers' compensation payments, and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death) or damage to property or other damages alleged to have been sustained by: (a) Seller or any of its directors, officers, agents, employees, or contractors or (b) Purchaser or any of its directors, officers, employees, agents, subcontractors, or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions, or negligence of Purchaser or any of its directors, officers, employees, agents, subcontractors or materialmen. Purchaser further undertakes to reimburse Seller for damage to property of Seller caused by Purchaser or any of its directors, officers, employees, agents, subcontractors, or materialmen. Purchaser's obligations under this Section 8.1 shall survive the termination of this Agreement. The existence of insurance shall in no way limit the scope of this indemnification.

8.2 Sales and Use Tax Exemption

Under Section 12-412(92) of the Connecticut General Statutes the sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of the RRC are exempt from Connecticut sales and use tax. Purchaser shall not charge or pass through to Seller sales and use tax for those services or tangible personal property provided by Purchaser hereunder which are exempt under the aforementioned statute.

8.3 Whistleblower Protection

If any officer, employee or appointing authority of the Purchaser takes or threatens to take any personnel action against any employee of the Purchaser 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 Purchaser 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 Purchaser 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.

8.4 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 A** [SEEC Form 11].

8.5 Affidavit Concerning Nondiscrimination

At the time the Purchaser submitted its Bid 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 B**.

8.6 Affidavit Concerning Consulting Fees

At the time the Purchaser submitted its Bid to CRRA, it simultaneously executed a document entitled Affidavit Concerning Consulting Fees and said document is attached hereto and made a part of this Agreement as **Exhibit C**.

8.7 Contractor's Certification Concerning Gifts

At the time of Purchaser's execution of this Agreement, Purchaser 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 D**.

8.8 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 E**.

[REMAINDER OF 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

[NAME OF PURCHASER]

By: _____
_____ [Print/Type

Name]

Its _____ [Title]
Duly Authorized

EXHIBIT A
To
AGREEMENT
FOR THE
SALE OF SCRAP STEEL FROM
DISMANTLED RECYCLING EQUIPMENT

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

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

EXHIBIT B
To
AGREEMENT
FOR THE
SALE OF SCRAP STEEL FROM
DISMANTLED RECYCLING EQUIPMENT

AFFIDAVIT CONCERNING NONDISCRIMINATION

AFFIDAVIT CONCERNING NONDISCRIMINATION

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

EXHIBIT C

To

**AGREEMENT
FOR THE
SALE OF SCRAP STEEL FROM
DISMANTLED RECYCLING EQUIPMENT**

AFFIDAVIT CONCERNING CONSULTING FEES

AFFIDAVIT CONCERNING CONSULTING FEES

[The Purchaser's "Affidavit Concerning Consulting Fees" that was submitted by the Purchaser with the Purchaser's Bid will be added by CRRA.]

EXHIBIT D

To

**AGREEMENT
FOR THE
SALE OF SCRAP STEEL FROM
DISMANTLED RECYCLING EQUIPMENT**

**CONTRACTOR'S CERTIFICATION CONCERNING
GIFTS**

CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

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

EXHIBIT E

To

**AGREEMENT
FOR THE
SALE OF SCRAP STEEL FROM
DISMANTLED RECYCLING EQUIPMENT**

**CRRA PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**AGREEMENT
FOR THE
SALE OF SCRAP STEEL FROM DISMANTLED RECYCLING EQUIPMENT**

Awarded To

[NAME OF CONTRACTOR]

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

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Agreement for the Sale of Scrap Steel from Dismantled Recycling Equipment" 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