

**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

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

**FOR**

**INVESTMENT BANKING SERVICES  
(RFP Number 10-FA-002)**

**PROPOSAL DUE DATE: JUNE 10, 2010**

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

**May 19, 2010**

**REQUEST FOR PROPOSALS**  
**For**  
**INVESTMENT BANKING SERVICES**  
**(RFP Number 10-FA-002)**

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

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**REQUEST FOR PROPOSALS  
FOR  
INVESTMENT BANKING SERVICES**

**SECTION 1  
PROPOSAL FORM**



<b>PROPOSAL FORM</b>
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**PROJECT:** Southeast

**RFP NUMBER:** 10-FA-002

**CONTRACT FOR:** Investment Banking Services

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

**1. INVITATION TO PROPOSE**

**1.1 Introduction**

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut (the “State”) that is responsible for implementing the State Solid Waste Management Plan. In the furtherance of its statutory mission, CRRA developed an integrated system of four waste to energy projects (Bridgeport, Mid-Connecticut, Southeast and Wallingford), each of which was centered on a resource recovery facility (located in Bridgeport, Hartford, Preston and Wallingford, respectively). In addition to the resource recovery facilities, CRRA also constructed and operates two regional recycling centers, five landfills and twelve transfer stations.

Currently, CRRA is providing solid waste disposal and recycling services to more than 100 municipalities in the State and CRRA accepts more than 60% of the municipal solid waste generated in the State. CRRA’s facilities are operated by entities that are under contract with CRRA.

CRRA is entirely self-funded. Its major revenues come from fees paid by municipalities and haulers for disposal of their trash, from the sale of electricity generated by the burning of trash at its resource recovery facilities and from the sale of recyclable commodities.

During the 1980s, CRRA issued tax-exempt and taxable bonds to purchase land and design, develop and construct the four waste-to-energy facilities and other solid

waste management facilities, including recycling facilities and landfills. CRRA bonds are generally secured by service agreements with participating municipalities under which each municipality agrees to deliver its waste to a specified facility each year and pay the tipping fee on the greater of (i) its waste delivered to the facility, or (ii) its minimum waste commitment as specified in the service agreement. These service agreements are generally secured by the municipality's full faith and credit and are generally co-terminus with the final bond maturity for the respective facility. CRRA bonds are additionally secured by revenues from the sale of energy generated by the facility and waste from non-municipal sources.

Each of the four facilities was financed separately on a project basis. No security or revenues are available from one project to support any other project.

## **1.2 The Southeast Project**

The Southeast Regional Resources Recovery Authority ("SCRRA") was established in 1985 pursuant to Chapter 103b of the Connecticut General Statutes. SCRRA is a body politic and corporate political subdivision of the State with authority to implement a long-term regional solid waste management program through a resources recovery facility. CRRA, in association with SCRRA, contracted with American Ref-Fuel in 1987 for the design, construction, start-up, performance testing and operation of a mass-burn facility. Project bonds were issued by CRRA, on behalf of SCRRA, in 1988 for the construction of the facility. In 2005, Covanta replaced American Ref-Fuel as operator of the Project.

Today, the Southeast Project consists of a 690 ton per day mass-burn resource recovery facility located in Preston, Connecticut and the Montville Landfill that has been closed. The ash residue from the resource recovery facility is disposed of at an in-state landfill under contract with a private operator. The Southeast Project serves 14 Connecticut municipalities in the eastern portion of the State through service contract arrangements.

SCRRA has contracted with CRRA to deliver the solid waste of the municipalities within SCRRA's boundaries to the Southeast Project. The Southeast Project began commercial operation in February 1992. In fiscal year 2009, it generated power at an annual hourly average rate of 130,879 megawatts of electrical energy (net of in-plant usage).

## **1.3 Invitation To Propose**

CRRA currently seeks proposals from qualified financial institutions to provide financing for the refunding of the outstanding Resource Recovery Revenue Bonds (American Ref-Fuel Company of Southeastern Connecticut Project - 1998 Series A) (originally issued in the amount of \$87,650,000).

This financing is predicated on market timing and interest rate sensitivity and is therefore on an aggressive timetable. As such, CRRA, its bond counsel (Pullman & Comley, LLC) and its economic advisor (Environmental Capital) will be primarily

responsible for the drafting of the Official Statement and will use the Official Statement from the 1998 Series A Bonds as a basis for the new Official Statement.

## 2. PROPOSAL PROCEDURES

### 2.1 RFP Projected Timeline

The following is the projected timeline for the RFP process:

ITEM	TIME/DATE
RFP Documents Available	Wednesday, May 19, 2010
Notice of Interest Forms Due	3:00 p.m., Friday, May 28, 2010
Deadline for Written Questions	3:00 p.m., Friday, May 28, 2010
Response to Written Questions	No Later Than Friday, June 4, 2010
Proposals Due at CRRA	12:00 noon, Thursday, June 10, 2010
Oral Interviews	To be determined
Selection of Successful Proposer	Thursday, June 24, 2010

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

### 2.2 Availability Of RFP Documents

Complete sets of the RFP package documents may be obtained on the World Wide Web beginning Wednesday, May 19, 2010 at:

<http://www.crra.org> under the “Business Opportunities” page; select the “RFP: Investment Banking Services” link.

Also available at this site is a PDF of CRRA’s Official Statement for the \$87,650,000 Resource Recovery Revenue Bonds (American Ref-Fuel Company of Southeastern Connecticut Project - 1998 Series A).

The RFP package documents are in PDF format. The forms included in the RFP package documents (e.g., the Affidavit Concerning Nondiscrimination) are also available for downloading in Microsoft Word format at the same place on CRRA’s web site where the PDF of the RFP is located. Prospective proposers can fill the forms out by typing the answers on their computer’s keyboard. The forms can then

be printed and submitted with the proposal. CRRA encourages firms to make use of the downloadable Word forms.

The RFP package documents are also available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning on May 19, 21010. Anyone intending to pick up the documents at CRRA's offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

### **2.3 Notice Of Interest**

CRRA encourages firms interested in this RFP to submit a Notice Of Interest Form (Section 2 of the RFP package documents) to CRRA by 3:00 p.m., Friday, May 28, 2010. The Notice Of Interest Form is available on CRRA's web site along with the other RFP documents. While not mandatory, CRRA will use the information provided on the Form to notify prospective proposers about the availability of addenda, including CRRA's responses to written questions, and other information related to the RFP.

### **2.4 Addenda And Interpretations**

CRRA may issue Addenda to the RFP package documents that shall, upon issuance, become part of the RFP package documents and binding upon all firms that potentially may submit or actually have submitted proposals. Such Addenda may be issued in response to requests for interpretation or clarification received from potential proposers. Subject to the discretion of CRRA, CRRA may decide to provide written responses to such requests for interpretation or clarification.

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., Friday, May 28, 2010.

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 2.3 above) or who picked up or requested from CRRA a printed copy of the RFP package documents. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFP: Investment Banking Services" heading).

Such addenda will be mailed/e-mailed and posted on the web site no later than Friday, June 4, 2010.

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

## **2.5 Proposal Submission**

**Sealed proposals in response to this RFP must be submitted no later than 12:00 noon, Eastern Time, Thursday, June 10, 2010 at:**

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

Each proposer must submit one (1) original and four (4) copies of its proposal as follows: The original and three (3) copies must be submitted to CRRA (indicated above) and one (1) copy must be submitted directly to CRRA's economic advisor:

Environmental Capital  
110 West 40th Street - Suite 1804  
New York, NY 10018  
Attn: Rick McCarthy, President

Each proposal package shall be enclosed in a sealed envelope that shall be clearly marked "Proposal for Investment Banking Services." CRRA reserves the right to reject proposals received after the time and date set forth above.

## **3. PROPOSAL CONTENTS**

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

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

- (a) Title page, including the title of the solicitation, the name of the proposer and the date the proposal is submitted;
- (b) This Proposal Form, which has been completely filled out by Proposer;
- (c) The completed Background, Experience And Plans Form (Section 3 of the RFP package documents);



- (d) The completed Affidavit Concerning Nondiscrimination (Section 4 of the RFP package documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (e) The completed Affidavit Concerning Consulting Fees (Section 5 of the RFP package documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (f) The completed Affidavit Of Third Party Fees (Section 6 of the RFP package documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);

#### **4. PROPOSAL PREPARATION AND OTHER COSTS**

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

#### **5. CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful proposer must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFP and the date the agreement is executed. If the apparently successful proposer does not execute the Certification, it will be disqualified for this contract. The dates between which the proposer may not give gifts and the identities of those to whom it may not give gifts are specified in the Contractor's Certification Concerning Gifts (Section 7 of the RFP package documents).

#### **6. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER**

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.

#### **7. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this Proposal, the Proposer represents that:

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

Addendum Number	Date Issued

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

**8. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

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

information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Services.

## **9. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Proposal, the Proposer:

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

## **10. PROPOSER'S REPRESENTATIONS CONCERNING RFP FORMS**

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

## **11. PROPOSER'S WAIVER OF DAMAGES**

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

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all Proposals by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the investment banking services (or any part thereof) described in the RFP package documents with any other proposer; and/or
- (c) Any award or non-award of a contract for the investment banking services (or any part thereof) pursuant to the RFP package documents.

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

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements 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 7 [SEEC Form 11] of the RFP package documents.

**13. NOTICES**

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

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

**14. ADDITIONAL REPRESENTATION**

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

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 20 10

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

**REQUEST FOR PROPOSALS  
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**SECTION 2**

**NOTICE OF INTEREST FORM**



**NOTICE OF INTEREST FORM**

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

Solicitation:	<b>Investment Banking Services</b>
RFP Number:	<b>10-FA-002</b>
Form Due Time/Date:	<b>3:00 p.m., Friday, May 28, 2010</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 PROPOSALS  
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**SECTION 3**

**BACKGROUND, EXPERIENCE AND PLANS  
FORM**





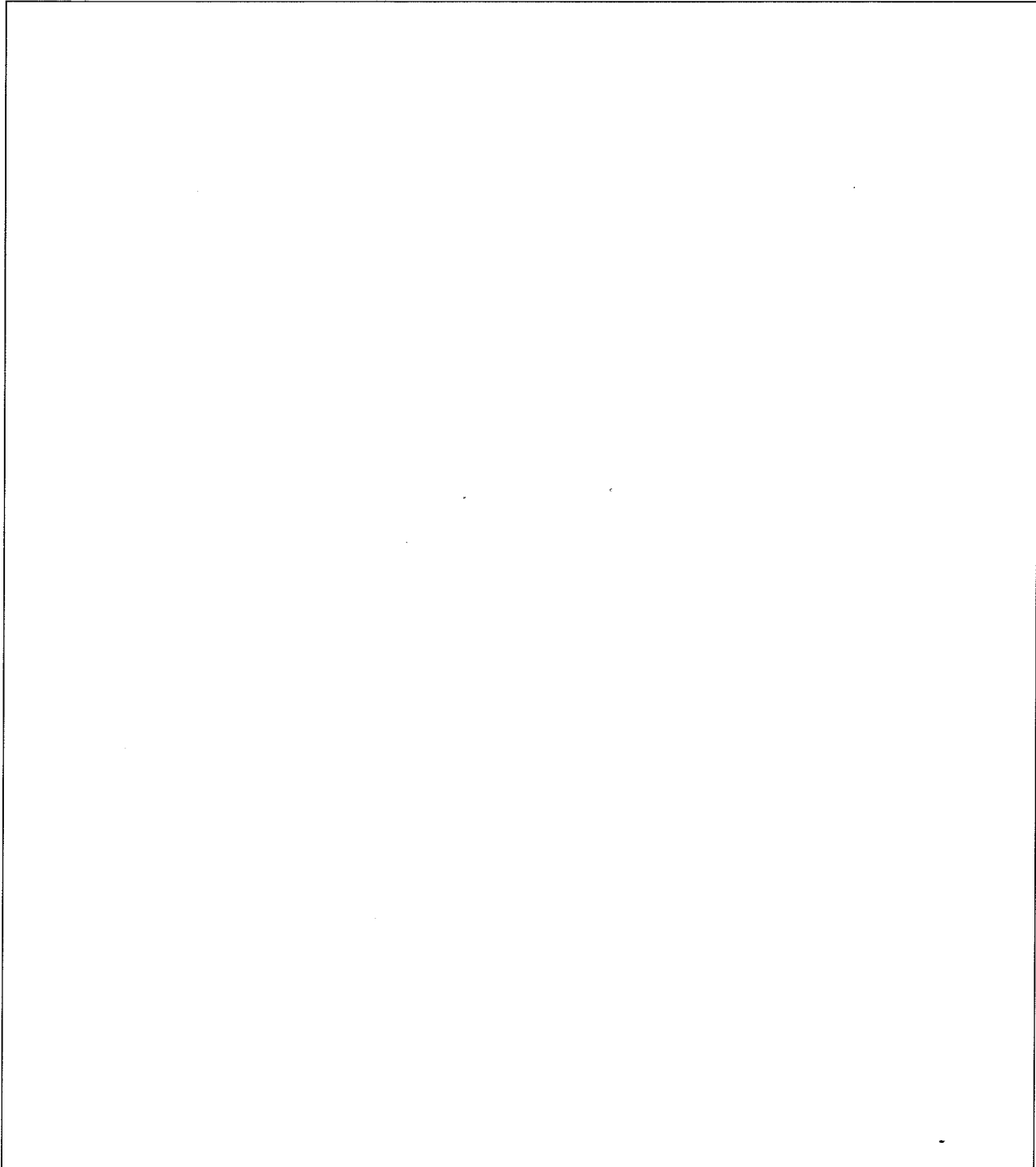
**BACKGROUND, EXPERIENCE  
AND PLANS FORM**

1. In the space below, provide a brief history of your firm and a description of its capabilities, including asset and equity capital figures.

[Attach Additional Pages If Necessary]

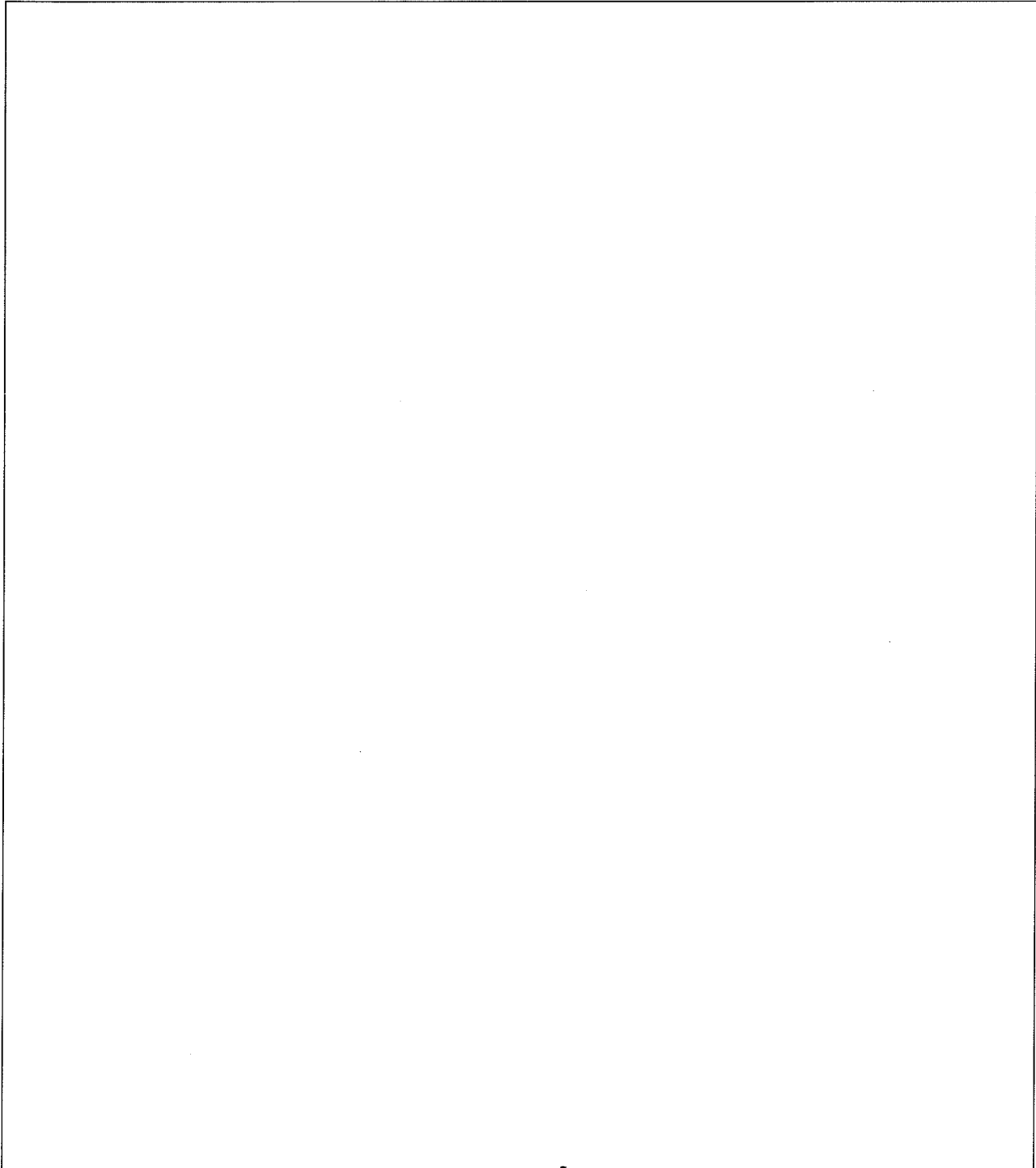
2. In the space below, provide your analysis of the proposed refunding of CRRA's outstanding Resource Recovery Revenue Bonds (American Ref-Fuel Company of Southeastern Connecticut Project - 1998 Series A Bonds). For consistency, please use the date of June 3, 2010 for your market rates. Provide a summary of the savings attainable at this date. The refunding analysis should be included in an appendix.

[Attach Additional Pages If Necessary]



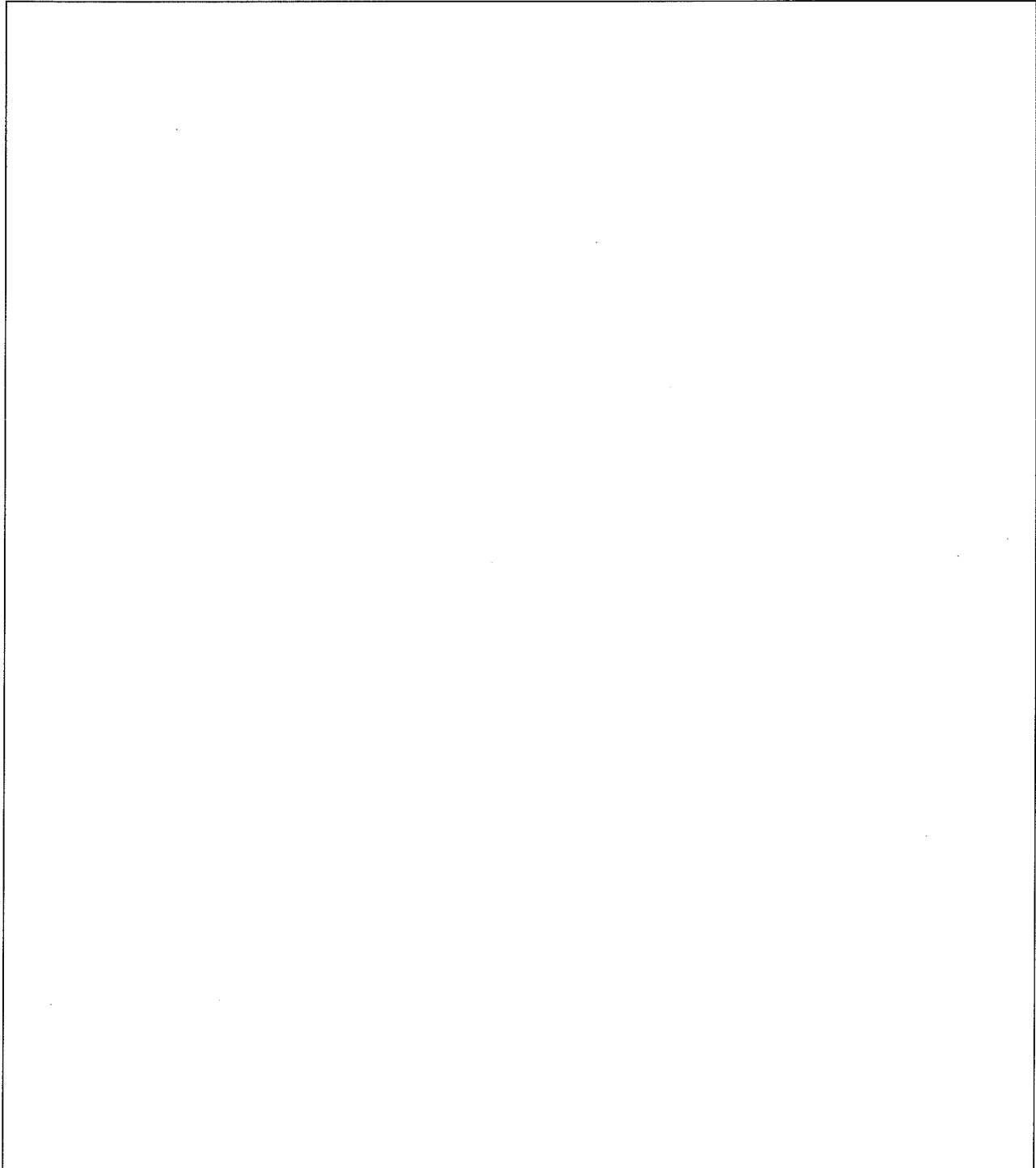
3. In the space below, provide your proposed gross spread (including takedown and management fee), other underwriter costs and expenses, credit support fees, etc. as well as any alternative financings structures. Please indicate which fees you are willing to commit to as a not-to-exceed figure.

[Attach Additional Pages If Necessary]



4. In the space below, provide a summary of your firm's Connecticut experience for the past three years. Please delineate between senior book-running manager, co-senior manager and co-manager.

[Attach Additional Pages If Necessary]

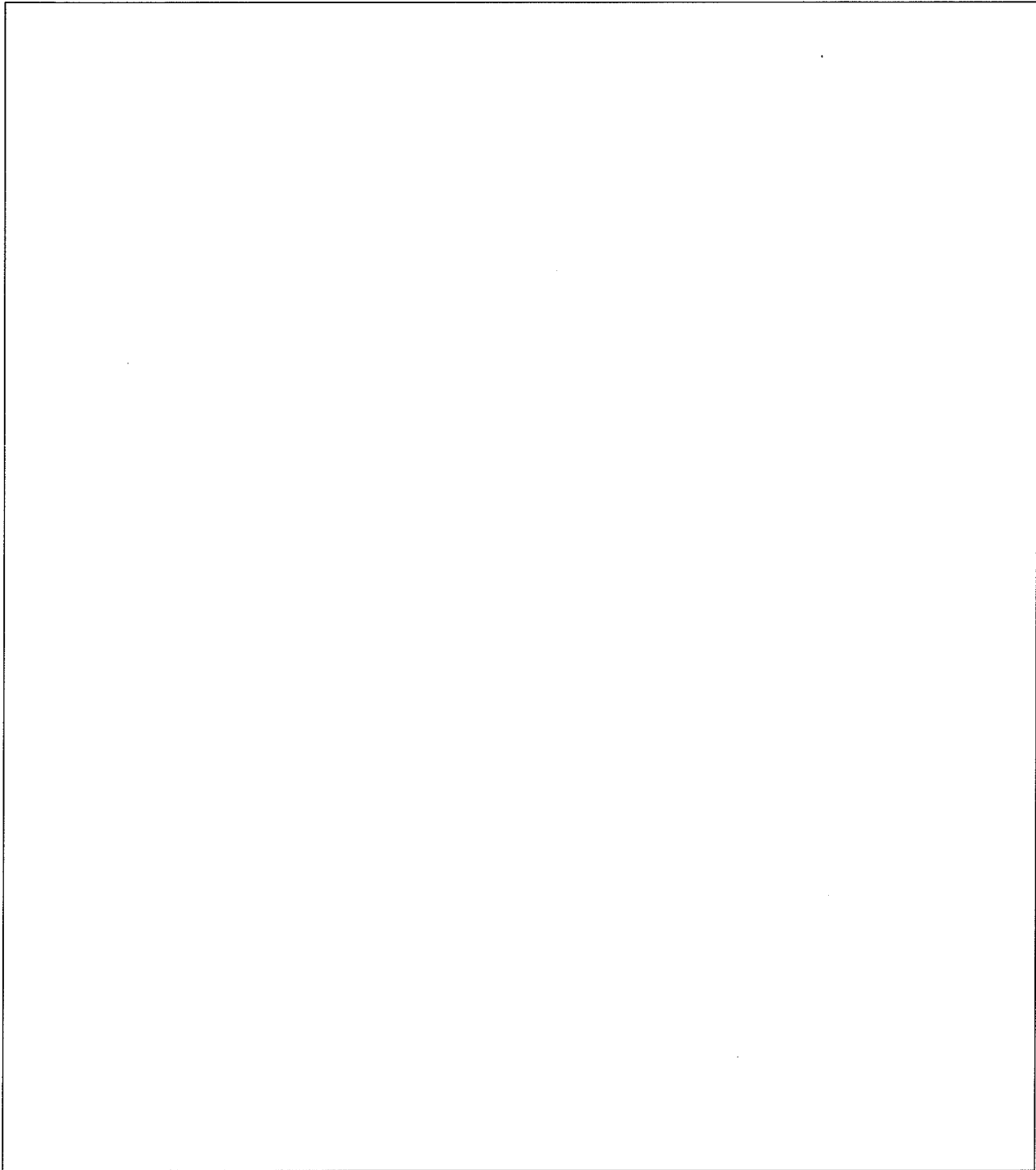
A large, empty rectangular box with a thin black border, intended for the user to provide a summary of their firm's Connecticut experience for the past three years. The box is currently blank.

5. In the space below, provide a summary of your firm's refunding experience for the past three years. Please delineate between senior book-running manager, co-senior manager and co-manager.

[Attach Additional Pages If Necessary]

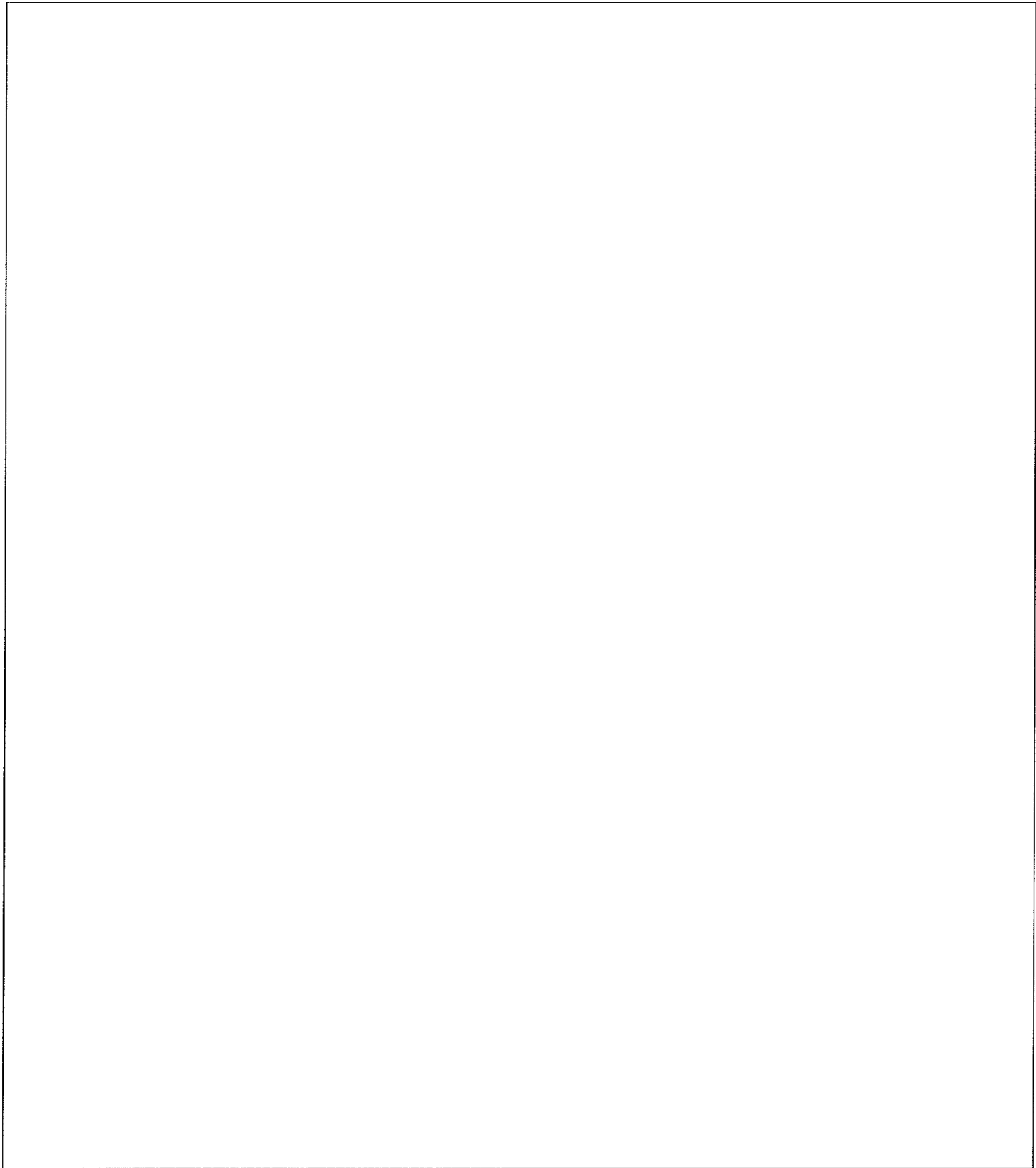
6. In the space below, summarize your firm's experience in solid waste financings or other facility revenue-backed projects.

[Attach Additional Pages If Necessary]



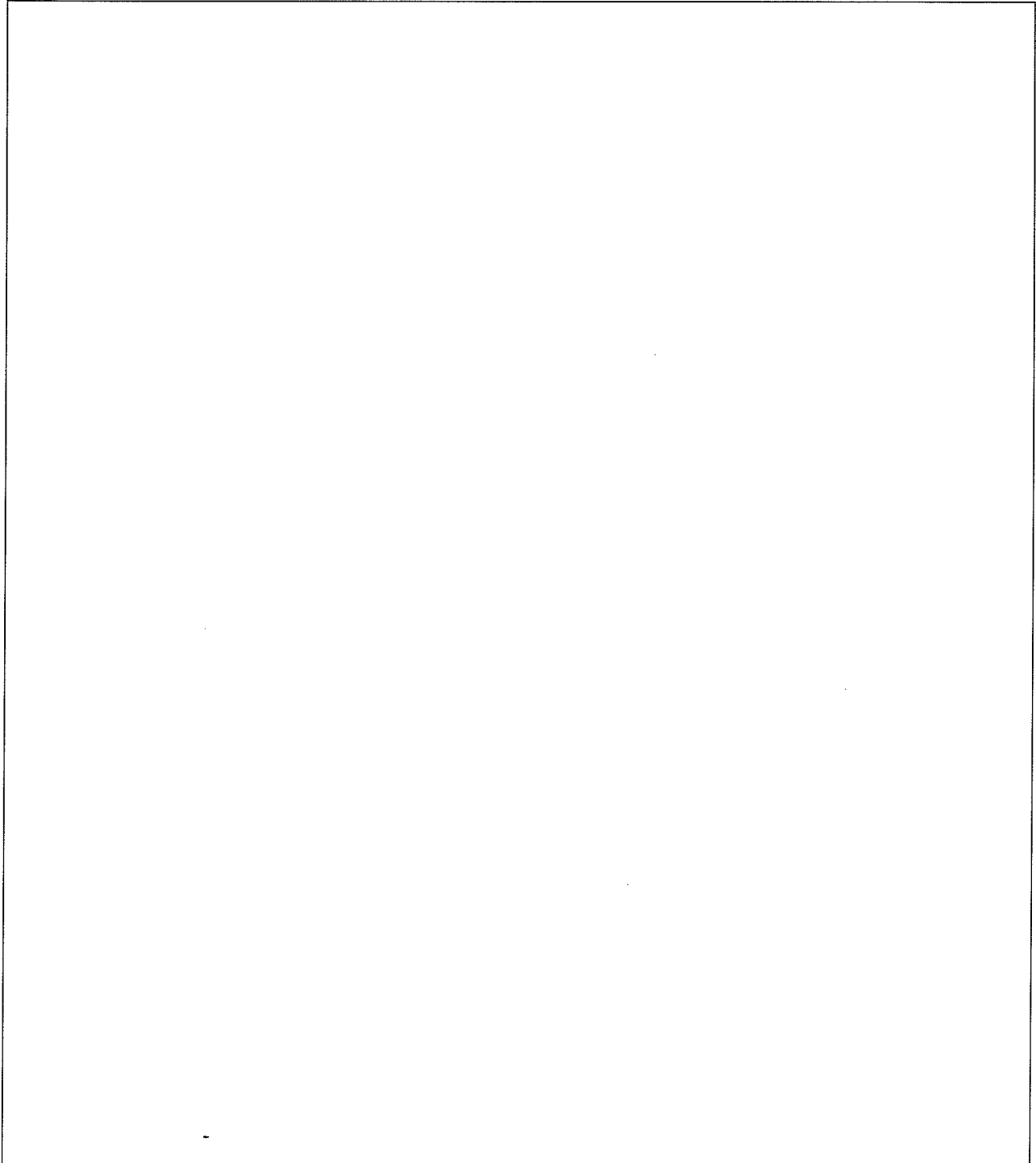
7. In the space below, provide information on the background of the lead professionals who would be assigned to work with CRRA on this transaction and how you propose to staff their efforts.

[Attach Additional Pages If Necessary]



8. With regard to the Official Statement for the \$87,650,000 CRRRA Resource Recovery Revenue Bonds (American Ref-Fuel Company of Southeastern Connecticut Project – 1998 Series A), which CRRRA is using as the basis for the Official Statement for the proposed refunding bonds, are there any major disclosure issues or other disclosure concerns that we will need to address? Any comments should be of a general nature and not on specifics at this time.

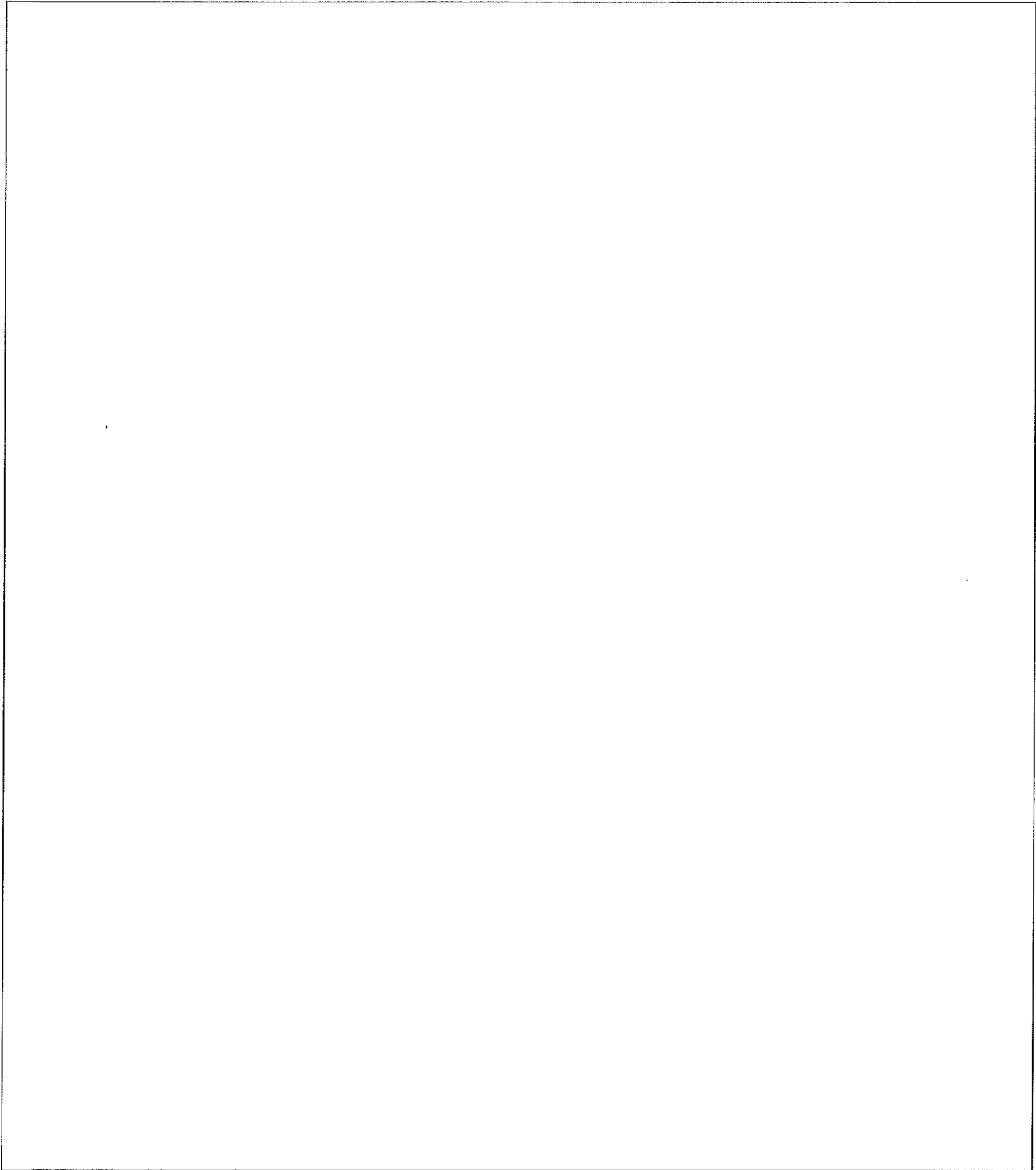
[Attach Additional Pages If Necessary]





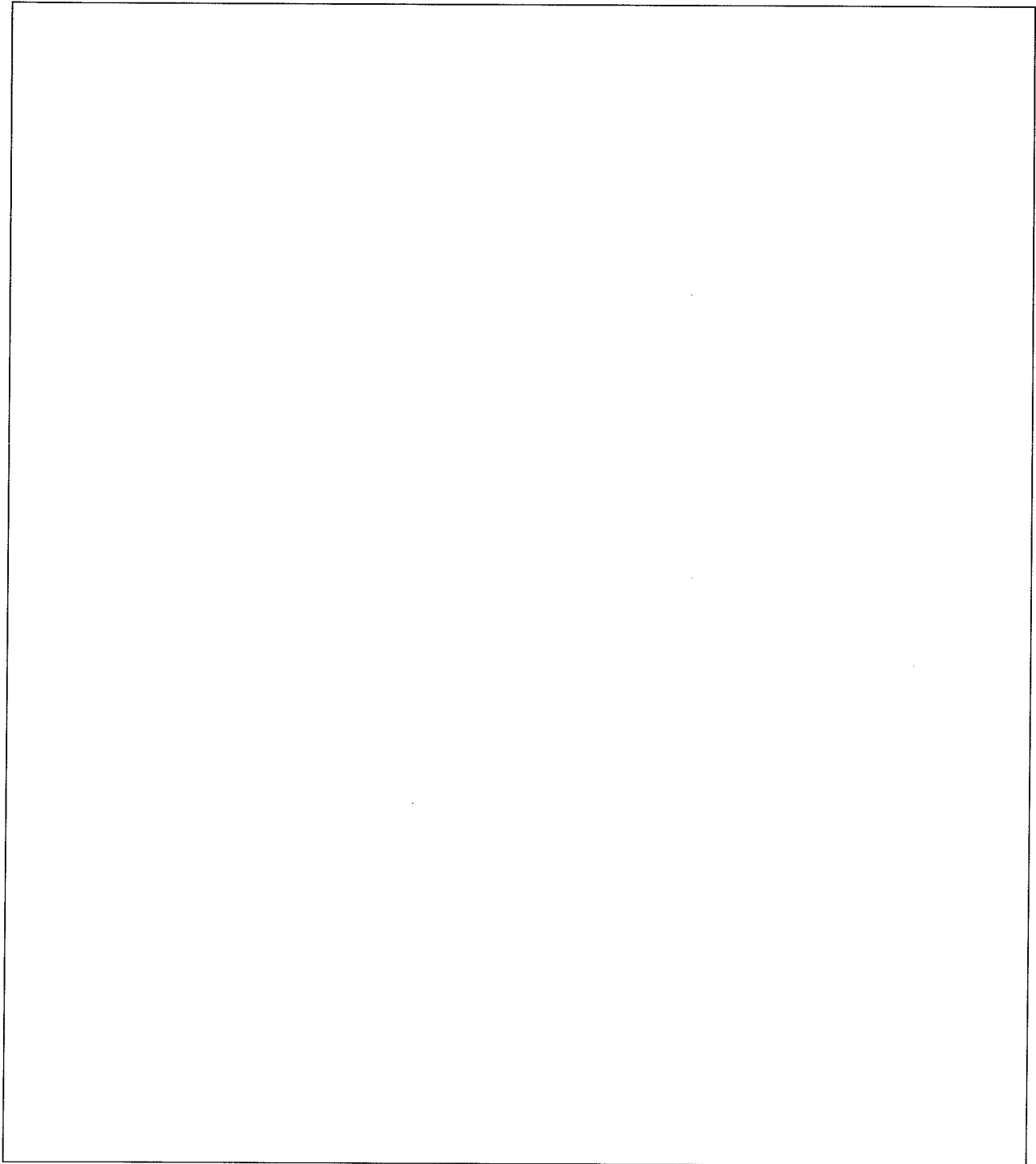
9. In the space below, please provide any other ideas or suggestions that may be helpful for CRRRA to consider for the proposed refunding.

[Attach Additional Pages If Necessary]

A large, empty rectangular box with a thin black border, intended for the respondent to provide additional ideas or suggestions for the proposed refunding. The box is currently blank.

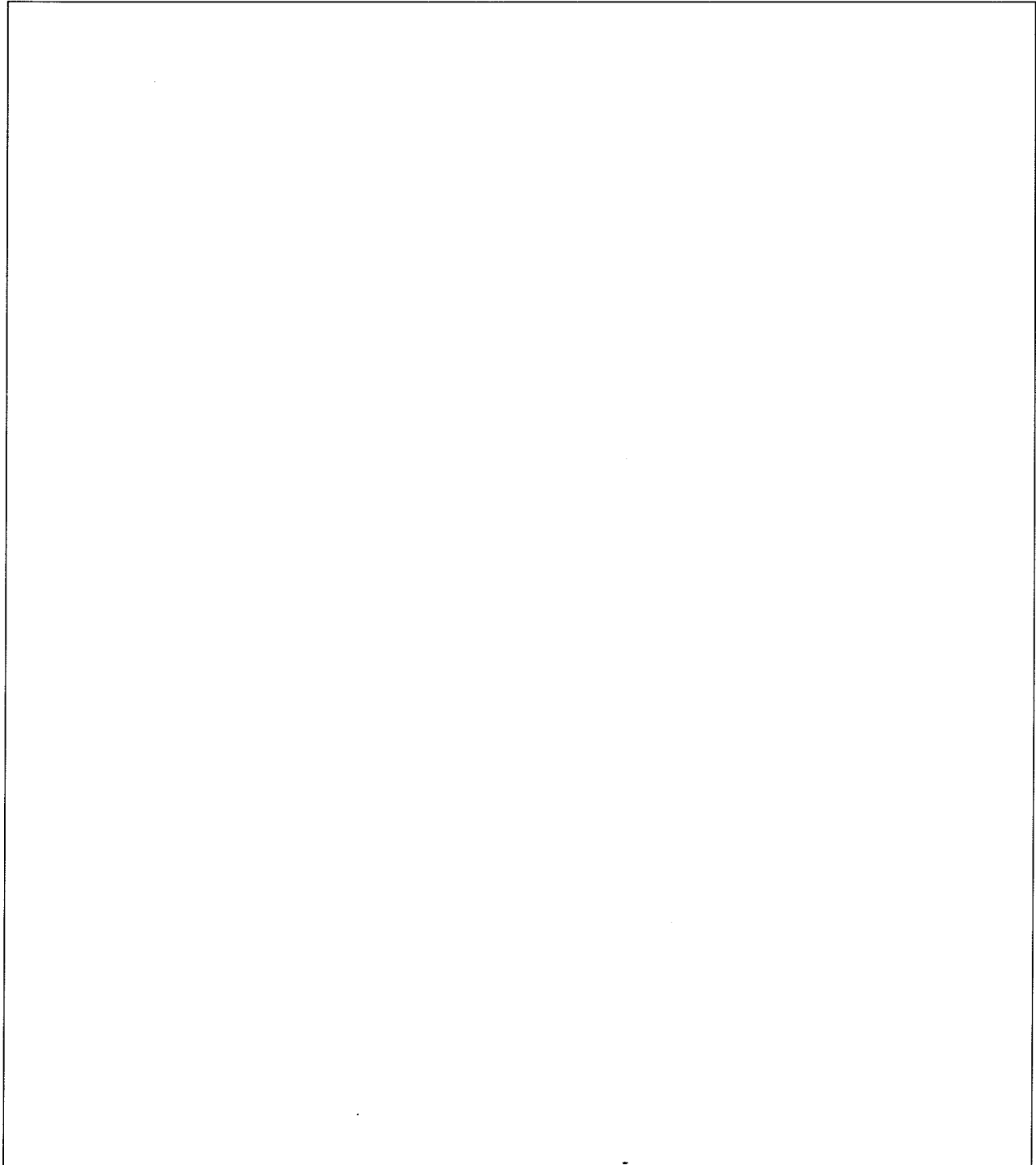
10. In the space below, please provide three client references, including telephone number and email address.

[Attach Additional Pages If Necessary]

A large, empty rectangular box with a thin black border, intended for the user to provide three client references as requested in the text above. The box is currently blank.

11. In the space below, please identify any activities, relationships or contracts involving your firm or individuals in your firm that may create a conflict or potential conflict of interest or the appearance of a conflict of interest in providing investment banking services to CRRA. Also, please disclose any services that your firm has provided to either SCRRRA or Covanta.

[Attach Additional Pages If Necessary]

A large, empty rectangular box with a thin black border, intended for the user to provide details regarding conflicts of interest as requested in the question above.

**REQUEST FOR PROPOSALS  
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**SECTION 4**

**AFFIDAVIT CONCERNING  
NONDISCRIMINATION**



**REQUEST FOR PROPOSALS  
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**SECTION 5**

**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 "Agreement for Investment Banking Services" (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 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 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 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 PROPOSALS  
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**SECTION 6**

**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 "Agreement for Investment Banking Services" (the "Agreement") with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the Agreement are as follows:

Name Of Payee	Dollar Amount Paid Or Value Of Non-Cash Compensation <u>AND</u> Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee <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 PROPOSALS  
FOR  
INVESTMENT BANKING SERVICES**

**SECTION 7**

**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 PROPOSALS  
FOR  
INVESTMENT BANKING SERVICES**

**SECTION 8**

**CONTRACTOR'S CERTIFICATION CONCERNING  
GIFTS**



**CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

**INVESTMENT BANKING 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 "Agreement for Investment Banking Services" (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 May 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**

Bettina Ferguson, Assistant Treasurer and Director of Finance
James Bolduc, Chief Financial Officer

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

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

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

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

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