



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR BIDS
("RFB")
FOR THE
SALE
OF A
10.8-ACRE PARCEL OF INDUSTRIAL PROPERTY
ON
HIGHVIEW STREET IN WATERBURY, CONNECTICUT
(RFB Number 11-EN-001)**

**BID DUE DATE
JULY 23, 2010**

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

June 21, 2010

REQUEST FOR BIDS
For The
SALE
OF A
10.8-ACRE PARCEL OF INDUSTRIAL PROPERTY
ON
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TABLE OF CONTENTS

1. Request For Bids And Instructions To Bidders
 - A. Property Deed
 - B. Property Drawing
2. Notice Of Interest Form
3. Bid And Price Form
4. Affidavit Concerning Nondiscrimination
5. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
6. Notice Of Award
 - A. Contractor's Certification Concerning Gifts [To be executed by successful bidder]
 - B. Affidavit Concerning Consulting Fees [To be executed by successful bidder]

**REQUEST FOR BIDS
FOR THE
SALE OF A
10.8-ACRE PARCEL OF INDUSTRIAL PROPERTY ON
HIGHVIEW STREET IN WATERBURY, CONNECTICUT**

SECTION 1

**REQUEST FOR BIDS
AND
INSTRUCTIONS TO BIDDERS**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

REQUEST FOR BIDS AND INSTRUCTIONS TO BIDDERS

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.

CRRA owns a 10.796-acre parcel of industrial property on Highview Street in Waterbury, Connecticut (the “Property”). The Property is essentially unimproved industrial land, although it has been used since the early 1980s by the adjacent land owner, Bart LoRusso and Sons and the General Stone Company, as a rock quarry. There are no structures on the Property considered to have any contributory value.

CRRA is seeking bids for the sale of the Property. The successful bidder would be expected to enter into a “Purchase and Sale Agreement” for the Property for a purchase price equal to that specified in the Bid And Price Form.

1. RFB Projected Timeline

The following is the projected timeline for the Request For Bids (“RFB”) process:

ITEM	DATE/TIME
RFB Documents Available	Monday, June 21, 2010
Pre-Bid Conference and Site Tour	10:00 a.m., Wednesday, July 7, 2010
Notice of Interest Forms Due at CRRA	3:00 p.m., Friday, July 9, 2010
Deadline for Written Questions	3:00 p.m., Friday, July 9, 2010
Response to Written Questions	No later than Friday, July 16, 2010
Bids Due at CRRA	3:00 p.m. Friday, July 23, 2010
Notice Of Award Issued	Friday, October 1, 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

2. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) RFB Package Documents (defined below);
 - (2) Addenda;
 - (3) The bidder's Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-submission documentation submitted prior to the Notice Of Award); and
 - (4) Notice Of Award, with Contractor's Certification Concerning Gifts attached [to be executed by successful bidder].
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (e) **RFB Package Documents:**
 - (1) Request For Bids And Instructions To Bidders, with the Property Deed and Property Drawing attached;
 - (2) Bid And Price Form;
 - (3) Affidavit Concerning Nondiscrimination;
 - (4) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban; and
 - (5) Notice Of Award, with Contractor's Certification Concerning Gifts and Affidavit Concerning Consulting Fees attached [to be executed by successful bidder].

Terms that are not defined and used in this Request For Bids And Instructions To Bidders shall have the same respective meanings assigned to such terms in the Agreement.

3. Communications With CRRA Staff and Board Members

Except as otherwise authorized by this Request For Bids And Instructions To Bidders, during the period while the RFB process is active (i.e., from the date CRRA issues the RFB until the date the successful bidder accepts the Notice Of Award), entities contemplating or preparing bids are prohibited from contacting CRRA staff or CRRA Board of Director members in an ex parte manner to discuss the RFB submission process. An entity's bid shall be rejected if any of the foregoing ex parte communications take place.

4. Reserved Rights

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

- (a) To reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process for this sale of the Property;
- (b) To republish this RFB after having rejected any or all of the bids; and
- (c) To terminate this RFB process at any time prior to the execution of any Purchase And Sale Agreement.

5. Description of the Property

The Property is a 10.796-acre parcel of industrial property on Highview Street in Waterbury, Connecticut. It is essentially unimproved industrial land, although it has been used since the early 1980s by the adjacent land owner, Bart LoRusso and Sons and the General Stone Company, as a rock quarry. There are no structures on the Property considered to have any contributory value.

The Property that is the subject of this RFB is currently part of a larger property owned by CRRA that includes the CRRA Waterbury Bulky Waste Landfill. CRRA has closed the Landfill and closure has been certified by the Connecticut Department of Environmental Protection. The Property was not part of the Landfill and, to CRRA's knowledge, waste material has never been disposed on the Property.

CRRA is in the process of subdividing the larger property to separate the Property that is the subject of this RFB from the property that includes the Landfill. CRRA expects that the subdivision process will be completed by the time the "Purchase and Sale Agreement" with the successful bidder is ready for execution.

CRRA's deed to the larger property is Attachment A to this Request For Bids And Instructions To Bidders. The Property to be sold is 10.8 acres of the "First Piece" described in the deed, as shown on the drawing of the property following as Attachment B. It is the land labeled "Land to be Conveyed."

6. Availability of RFB Documents

Complete sets of the RFP Package Documents may be obtained on the World Wide Web beginning **Monday June 21, 2010**:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFB: Sale of Industrial Property on Highview Street in Waterbury, Connecticut" link.

The RFP Package Documents are in PDF format. Many of the forms included in the documents are also available for downloading in Microsoft Word format on CRRA's web site. 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, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

7. Inspection

Prospective bidders that desire to inspect the Property prior to bidding may do so at the Property at **10:00 a.m., Wednesday, July 7, 2010**. CRRA staff will meet with bidders at the corner of Highview Street and Highland Avenue in Waterbury, Connecticut. Any prospective bidder intending to inspect the Property should contact Ronald Gingerich by telephone (860-757-7703) or by e-mail (rgingerich@crra.org) by 10:00 a.m., Tuesday July 6, 2010). Alternate times for inspecting the Property will not be allowed.

8. Notice of Interest

CRRA encourages entities interested in this RFB to submit a Notice Of Interest Form (Section 2 of the RFB Package Documents) to CRRA by 3:00 p.m., Friday, July 9, 2010. The Notice Of Interest Form is available on CRRA's web site along with the other RFB Package Documents. While not mandatory, CRRA will use the information provided on the Notice Of Interest Form to notify prospective bidders about the availability of addenda and other information related to the RFB.

9. Addenda And Interpretations

CRRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of the RFB Package Documents and binding upon all potential or actual bidders for the Property. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. CRRA reserves the right to not respond to any or all inquiries.

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

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

To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Friday, July 9, 2010.

Addenda, if any, will be mailed and/or e-mailed to all persons who inspected the Property (see Section 7, above) or who submitted a Notice Of Interest Form (see Section 8, 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 "RFB: Sale of Industrial Property on Highview Street in Waterbury, Connecticut" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than Wednesday, July 16, 2010.

Failure of any bidder to receive any such Addenda shall not relieve such bidder 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.**

10. Bid Submittal Procedures

Sealed bids shall be submitted no later than 3:00 p.m., Eastern Time, Friday, July 23, 2010 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich. Bids received after the time and date set forth above shall be rejected.

Each bidder must submit one (1) original (stamped or otherwise marked as such) and two (2) copies of its bid. The copies may be submitted in one of three ways:

- (a) By attaching a copy of the bid in PDF format to an e-mail sent to Ronald Gingerich (rgingerich@crca.org);
- (b) By saving a copy of the bid in PDF format to a compact disc ("CD") and including the CD with the original of the proposal; or
- (c) By submitting two hard copies of the bid along with the original.

Regardless of how a proposer submits the copies of bid, the original and the copies must be received by CRRA no later than 3:00 p.m., Eastern Time on Friday, July 23, 2010.

The original of the bid shall be stamped or otherwise marked as such. The original of each bid shall be enclosed in a sealed envelope that shall be clearly marked "Bid for Sale of Industrial Property on Highview Street in Waterbury, Connecticut." If the bidder elects to submit the required copies of its bid on a CD, the CD shall be included in the sealed envelope with the original. If the bidder elects to submit hard copies of its bid, the copies shall be included in the sealed envelope with the original.

11. Period Bids Shall Remain Open

All bids shall remain open for one hundred eighty (180) days after the bid due date.

12. 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) Title page of the bid (not the title page of the RFB Package Documents), including the title of the solicitation, the name of the bidder and the date the bid is submitted;
- (b) Cover letter, signed by a person authorized to commit the bidder to the contractual arrangements with CRRA, which includes the following:
 - (1) The name of the bidder;
 - (2) The legal structure of the bidder (e.g., corporation, joint venture, etc.);
 - (3) A clear statement indicating that the attached bid constitutes a firm and binding offer by the bidder to CRRA considering the terms and conditions outlined in the RFB and noting any technical exceptions taken thereto;
- (c) The completed Bid And Price Form, with
 - (1) Addenda, if any, listed in Section 4(a) (Page 2);
 - (2) The Bid Price specified in numbers and words in Section 13 (Page 5);
 - (3) Conditions, if any, the Bidder places on its bid and bid price specified in Section 14 (Page 6);
 - (4) The name and address of the contact for notices listed in Section 15 (Page 6); and
 - (5) The completed agreement section (Page 7).
- (d) The completed Affidavit Concerning Nondiscrimination (subscribed and sworn before a Notary Public or Commissioner of the Superior Court).

13. Bid Opening

Bids will be opened at CRRA's convenience on or after the bid due date.

14. 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 Property 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.

15. Bidder Selection

If CRRA decides to proceed with the sale of the Property, it 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. A bidder that accepts the Notice Of Award will obligate itself to negotiate and enter into a "Purchase and Sale Agreement" for the Property. Subject to the conditions specified by the bidder in the Bid And Price Form, the price to be paid for the Property will be the amount specified by the bidder in the Bid And Price Form.

16. Sales, Use and Conveyance Tax

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

17. 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 Notice Of Award is executed. If the apparently successful bidder does not execute the Certification, it will be disqualified for the "Purchase and Sale Agreement." A sample "Contractor's Certification Concerning Gifts" that includes the dates between which the bidder may not give gifts and the identities of those to whom it may not give gifts is Attachment A to the Notice of Award attached to this RFB.

18. Affidavit Concerning Consulting Fees

Pursuant to *Connecticut General Statutes* Section 4a-81, the apparently successful bidder must submit a written affidavit attesting as to whether any consulting agreement has been entered into in connection with such contract. If the successful bidder does not execute the Affidavit, it will be disqualified for the "Purchase and Sale Agreement." A sample

“Affidavit Concerning Consulting Fees is Attachment B to the Notice of Award attached to this RFB.

19. 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.

ATTACHMENT A

To

REQUEST FOR BIDS AND INSTRUCTIONS TO BIDDERS

PROPERTY DEED

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That We, VINCENT B. LORUSSO, SR., BARTHOLOMEW J. LORUSSO, JR. and BARTHOLOMEW LORUSSO, SR.

19825

for the consideration of FOUR MILLION (\$4,000,000.00) DOLLARS

received to our full satisfaction of CONNECTICUT RESOURCES RECOVERY AUTHORITY, A political subdivision of the State of Connecticut, 179 Allyn Street, Hartford, CT 06103

do give, grant, bargain, sell and confirm unto the said CONNECTICUT RESOURCES RECOVERY AUTHORITY, A political subdivision of the State of Connecticut

All two pieces of land, with all the improvements thereon, situated in the said Town of Waterbury bounded and described as follows:

FIRST PIECE:

- | | |
|-----------------|---|
| EASTERLY | - By land now or formerly of State of Connecticut as shown on said map, 130.0 feet, more or less; |
| SOUTHEASTERLY | - By land now or formerly of New York, New Haven and Hartford Railroad Company, as shown on said map, 767.0 feet, more or less; |
| SOUTHERLY | - By land now or formerly of New York, New Haven and Hartford Railroad Company, as shown on said map, 511.55 feet; |
| EASTERLY AGAIN | - By land now or formerly of New York, New Haven and Hartford Railroad Company, as shown on said map, 50 feet; |
| SOUTHERLY AGAIN | - By land now or formerly of New York, New Haven and Hartford Railroad Company, as shown on said map, 724.55 feet; |
| WESTERLY | - On Highland Avenue, as shown on said map, 540 feet, more or less; |
| NORTHWESTERLY | - On Highview Street, as shown on said map, 740 feet, more or less; |
| EASTERLY | - 170.0 feet, more or less, by other land of Vincent B. LoRusso, Jr., et. al.; |
| NORTHEASTERLY | - 965.0 feet, more or less, by other land of said LoRusso, et. al., to the place of beginning. |

Being a portion of premises conveyed to Vincent B. LoRusso, Sr., Bartholomew J. LoRusso, Jr. and Bartholomew LoRusso, Sr. by The Par Service Corporation (A Connecticut Corporation) by Warranty Deed dated March 3, 1982, Recorded March 5, 1982, in Waterbury Land Records, Volume 1545, Page 72.

Subject to:

1. Easement - 165 foot right of way - Jennie A. Upson, Cornelia W. Keisey, Lena Upson and Ruth W. Brevoort to The Connecticut Light & Power Company dated October 21, 1929, October 22, 1929, October 24, 1929, recorded October 29, 1929 in Waterbury Land Records, Volume 433, Page 550.
2. Relinquishment of all rights of access directly to and from the relocation of Route #8 as in Certificate of Taking by the State of Connecticut dated April 16, 1963, recorded April 19, 1963 in Waterbury Land Records, Volume 842, Page 589 and as in quit-claim deed from The Par Service Corporation to The State of Connecticut dated January 12, 1965, recorded March 23, 1965 in Waterbury Land Records, Volume 876, Page 74.

3. Easement - Estate of Thomas C. Upson by C. M. Upson, Atty. to The American Telephone & Telegraph Company recorded February 20, 1901 in Waterbury Land Records, Volume 170, Page 225. MAY AFFECT SAID PREMISES.

4. Easement - Fred P. Upson, Cornelia L. Upson, Charles S. Wright and Harriet C. Wright to The American Telephone & Telegraph Company recorded January 16, 1905, in Waterbury Land Records, Volume 187, Page 352. MAY AFFECT SAID COMPANY.

5. Easement - Ralph J. Tremaglio et al to The Connecticut Light & Power Company dated October 4, 1940, recorded October 16, 1940 in Waterbury Land Records, Volume 506, Page 638. MAY AFFECT SAID PREMISES.

Together with all rights granted by Permith from the State of Connecticut - Department of Environmental Protection to Vincent B. LoRusso dated March 10, 1983, recorded March 30, 1983 in Waterbury Land Records, Volume 1607, Page 227, for establishing & operating a bulky waste disposal area on 6.2 acres of property at the intersection of Highland Avenue and Highview Street.

SECOND PIECE:

Shown with yellow lines on a Map entitled "New York, New Haven & Hartford Railroad Real Estate and Right of Way Department Land in Waterbury, Conn. to be conveyed to Dora Vineburg, Scale 1"=100', October 1944" and bounded and described as follows:

Beginning at a point in the easterly line of Highland Avenue, distant 25 feet southeasterly measured radially from the monumented center line of location of the former New York and New England Railroad leading from Boston, Massachusetts to Hudson River, New York, as shown on said Map; thence Northeasterly bounding northwesterly on remaining railroad land in a curved line to the right having a radius of 1537.88 feet concentric with and distant 25 feet southeasterly, measured radially from monumented center line of location 208 feet; more or less, to a point distant 25 feet southeasterly measured from Station 8030 - 20 of the monumented center line of location; thence southeasterly bounding northeasterly on remaining railroad land in a line drawn radially to said monumented center line of location at Station 8030 - 20 thereof, 125 feet to land now or formerly of The Bristol Company; thence southwesterly bounding southeasterly on land now or formerly of said The Bristol Company in a curved line to the left, having a radius of 1412.88 feet concentric with and distant 150 feet southeasterly measured radially from said monumented center line of location 265 feet more or less to said Highland Avenue; thence northly bounding westerly on said Highland Avenue, 149 feet, more or less, to the point or place of beginning, containing 0.69 of an acre, more or less.

SUBJECT TO: (1) Building lines, if established, and any and all provisions of any planning or zoning ordinance enacted by the Town of Waterbury, and any and all provisions of any ordinance, municipal regulation or public or private law. (2) Rights - Any existing rights or obligation under a Deed from Thomas C. Upson to The Boston, Hartford & Erie Railroad Company dated December 19, 1868, and recorded in Volume 81, Page 231 of the Waterbury Land Records, for a cattle pass and for a water course. May affect said premises. (3) Drainage Conditions - Existing drainage conditions as referred to in a Deed, Dora Vineburg to The Par Land Company dated October 18, 1954, and recorded in Volume 702, Page 382 of the Waterbury Land Records.

As part consideration for this conveyance, the Grantors shall have the right of first refusal to purchase Piece One and Piece Two on the terms of any bonafide offer made to and acceptable to the Grantee. The Grantors shall have 30 days from the date of the Grantors receipt of written notice from the Grantees of the existence and terms of such offer to exercise their first right to purchase Piece One and Piece Two.

WHERE
10004

06103

ORITY.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto it the said grantee its successors ~~heirs~~ and assigns forever, to and their own proper use and behoof. And also, We the said grantors do for OURSELVES OUR heirs, executors, and administrators, covenant with the said grantee its successors ~~heirs~~ and assigns, that at and until the encasing of these presents, We are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as above stated.

And Furthermore, We the said grantors do by these presents bind ourselves and our heirs forever to WARRANT AND DEFEND the above granted and bargained premises to it the said grantee its successors ~~heirs~~ and assigns, against all claims and demands whatsoever, except as above stated.

In Witness Whereof, We have hereunto set our hands and seals the 9th day of December 1986.

Signed, Sealed and Delivered in the presence of

Walter R. Griffin
Mary J. Griffin
Mary J. Griffin

Vincent B. LoRusso, Sr. (L.S.)
Bartholomew J. LoRusso, Jr. (L.S.)
Bartholomew LoRusso, Sr. (L.S.)
(L.S.)
(L.S.)
(L.S.)
(L.S.)

RECEIVED FOR RECORD
1986 DEC 10 11:40 AM

NO CONVEYANCE TAX RECEIVED
Gloria M. Griffin
TOWN CLERK

State of Connecticut, County of NEW HAVEN SH.: Waterbury
On this the 9th day of December 1986, before me,
the undersigned officer, personally appeared

Vincent B. LoRusso, Sr., Bartholomew J. LoRusso, Jr., and Bartholomew LoRusso, Sr.
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand.

Walter R. Griffin
COMMISSIONER OF THE SUPERIOR COURT
Title of Officer

State of Connecticut, County of SH.:

On this the day of 19 , before me,
the undersigned officer, personally appeared
who acknowledged himself to be the
of
, a corporation, and that he, as such
being authorized so to do, executed the foregoing instrument for the
purposes therein contained, by signing the name of the corporation by himself as

In Witness Whereof, I hereunto set my hand.

Title of Officer

ATTACHMENT B

To

REQUEST FOR BIDS AND INSTRUCTIONS TO BIDDERS

PROPERTY DRAWING

**REQUEST FOR BIDS
FOR THE
SALE OF A
10.8-ACRE PARCEL OF INDUSTRIAL PROPERTY ON
HIGHVIEW STREET IN WATERBURY, CONNECTICUT**

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:	Sale of a 10.8-Acre Parcel of Industrial Property on Highview Street in Waterbury, Connecticut
RFB Number:	11-EN-001
Form Due Time/Date:	3:00 p.m., Friday, July 9, 2010

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

**REQUEST FOR BIDS
FOR THE
SALE OF A
10.8-ACRE PARCEL OF INDUSTRIAL PROPERTY ON
HIGHVIEW STREET IN WATERBURY, CONNECTICUT**

SECTION 3

BID AND PRICE FORM



BID AND PRICE FORM

PROJECT: Properties Division

RFB NUMBER: 11-EN-001

CONTRACT FOR: Sale of a 10.8-Acre Parcel of Industrial Property on Highview Street in Waterbury, Connecticut

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids And Instructions To Bidders, this Bid And Price Form and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for one hundred eighty (180) days after the bid due date.

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

- (a) Enter into negotiations with CRRA for a "Purchase and Sale Agreement" for the certain 10.8-acre parcel of industrial property on Highview Street in Waterbury, Connecticut (the "Property");
- (b) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
- (c) Execute and deliver to CRRA the Affidavit Concerning Consulting Fees; and

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

3. BIDDER'S OBLIGATIONS

Bidder proposes and agrees, if this Bid is accepted by CRRA and CRRA issues a Notice Of Award to Bidder, to enter into a "Purchase and Sale Agreement" with CRRA for the Property and, subject to the conditions specified by the bidder in Section 14 of this Bid And Price Form, to purchase the Property for the amount specified in Section 13 of this Bid And Price Form.

4. BIDDER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Bid, Bidder represents that:

- (a) Bidder has thoroughly examined and carefully studied the RFB 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 Bid is premised upon performing, furnishing and completing the purchase of the Property required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Bidder is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the purchase of the Property;
- (d) Bidder has studied and carefully correlated Bidder's knowledge and observations with the Contract Documents and such other related data;
- (e) Bidder has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Bidder;
- (f) If Bidder has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract

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

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

5. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Bid, Bidder acknowledges and agrees that Bidder shall not use any information made available to it or obtained in any examination made by it in connection with this RFB 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 the purchase of the Property.

6. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

7. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Bid, Bidder:

- (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 Bidder's Bid is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Bidder 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.

8. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

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

9. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS

By submission of this Bid, the Bidder, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB that are submitted to CRRA as part of its Bid are identical in form and content to the preprinted forms in the RFB 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.

10. BIDDER'S WAIVER OF DAMAGES

Bidder and all its affiliates and subsidiaries understand that by submitting a Bid, Bidder is acting at its and their own risk and Bidder 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 bids by CRRA or any of its directors, officers, employees or authorized agents;

- (b) Any agreement entered into for the purchase of the Property (or any part thereof) described in the Contract Documents with any other bidder; and/or
- (c) Any award or non-award of a contract for the purchase of the Property (or any part thereof) pursuant to the Contract Documents.

11. BIDDER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 4 [SEEC Form 11] of the RFB Package Documents.

12. ATTACHMENTS

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

- (a) The Affidavit Concerning Nondiscrimination that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court.

13. BID PRICE

Bidder will purchase from CRRA the Property for the price specified in the tables below.

\$	
(Use Numbers)	

(Use Words)	

14. CONDITIONS

This Bid and Bid Price are subject to the conditions specified below. In negotiating a "Purchase and Sale Agreement" with CRRA for the Property, only conditions specified below will be negotiable items.

[Attach additional pages if necessary]

--

15. NOTICES

Communications concerning this Bid should be addressed to Bidder at the address set forth below.

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

16. ADDITIONAL REPRESENTATION

Bidder hereby represents that the undersigned is duly authorized to submit this Bid on behalf of Bidder.

AGREED TO AND SUBMITTED ON _____, 20 **10**

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

**REQUEST FOR BIDS
FOR THE
SALE OF A
10.8-ACRE PARCEL OF INDUSTRIAL PROPERTY ON
HIGHVIEW STREET IN WATERBURY, CONNECTICUT**

SECTION 4

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 purchase a certain 10.8-acre parcel of industrial property on Highview Street in Waterbury, Connecticut (the "Property") from the Connecticut Resources Recovery Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

**REQUEST FOR BIDS
FOR THE
SALE OF A
10.8-ACRE PARCEL OF INDUSTRIAL PROPERTY ON
HIGHVIEW STREET IN WATERBURY, CONNECTICUT**

SECTION 5

**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.

**REQUEST FOR BIDS
FOR THE
SALE OF A
10.8-ACRE PARCEL OF INDUSTRIAL PROPERTY ON
HIGHVIEW STREET IN WATERBURY, CONNECTICUT**

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: Properties Division

RFB NO.: FY11-EN-001

CONTRACT: Sale of a 10.8-Acre Parcel of Industrial Property on Highview Street in Waterbury, Connecticut

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 a certain 10.8-acre parcel of industrial property on Highview Street in Waterbury, Connecticut (the "Property").

You are hereby notified that your Bid has been accepted for the purchase from CRRA of the Property. You will pay [BID PRICE] for the Property.

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

- (a) Enter into negotiations with CRRA for a "Purchase and Sale Agreement" for the Property;
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Execute the attached Affidavit Concerning Consulting Fees and deliver such executed Affidavit to CRRA;
- (d) Satisfy all other conditions set forth herein.

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (d) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your 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: Development 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**

[NAME OF PROJECT]

(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 "[NAME OF AGREEMENT]" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between 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

David Bodendorf, Senior Environmental Engineer
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 ____

 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 fiancee, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

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

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

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

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

ATTACHMENT B

To

NOTICE OF AWARD

AFFIDAVIT CONCERNING CONSULTING FEES



**AFFIDAVIT CONCERNING
CONSULTING FEES**

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the 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 "[NAME OF AGREEMENT]" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General 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 CRRA, whether or not direct contact with CRRA, a CRRA official, a CRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting 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