



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

REQUEST FOR PROPOSALS

FOR

**PROJECT FINANCE BANKING SERVICES
(RFP Number 08-FA-002)**

PROPOSAL DUE DATE

June 11, 2008

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

May 12, 2008

REQUEST FOR PROPOSALS

For

Project Finance Banking Services (RFP Number 08-FA-002)

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

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**REQUEST FOR PROPOSALS
FOR
PROJECT FINANCE BANKING SERVICES**

SECTION 1

PROPOSAL FORM

**[To be completed by proposer and
returned with the proposal]**



PROPOSAL FORM

PROJECT: General

RFP NUMBER: FY08-FA-002

CONTRACT FOR: Project Finance Banking Services

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

1. INVITATION TO PROPOSE

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. In the furtherance of its statutory mission, CRRA has developed, constructed and now operates an integrated system of four (4) resource recovery facilities, two (2) regional recycling centers, one (1) bulky waste landfill and twelve (12) transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste generated in the State. These 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 four project waste-to-energy facilities and other solid waste disposal plans, including recycling facilities and landfills. CRRA bonds are generally secured by service agreements with participating towns under which the towns agree to deliver a minimum amount of waste to a specified facility each year or to pay the tipping fee for any amount that does not meet the minimum commitment. These service agreements are generally secured by the town’s full faith and credit. CRRA bonds are additionally secured by revenues from the sale of energy generated by the facility and waste from non-town sources. The four projects’ bonds were refunded during the 1990s. The Wallingford Project bonds mature on November 15, 2008; the Bridgeport Project bonds mature on January 1, 2009; the Mid-Connecticut Project bonds mature on November 15, 2012; and the Southeast Project bonds mature on November 15, 2015. Each of the four facilities was financed separately on a project by project basis. No security or revenues are available from one project to support any other project. All financings are stand alone.

In general, the solid waste contracts with the participating towns are co-terminus with their respective bond maturities. As the facilities' useful lives exceed the bond maturities, CRRA intends to consider obtaining or continuing ownership and operation of the facilities and is currently considering what forms of financing will be available for future financing needs.

CRRA's long-term strategic plan is to implement financing and operation structures that create a statewide recycling and waste disposal system under which recyclables and waste will be delivered to the most cost-effective facility, including transportation costs. This would be in contrast to the current arrangement under which facilities have been financed on a project-by-project basis with recyclables and waste contractually dedicated to individual project facilities. This results in inefficiencies as recyclable and waste must be transported long distances to the project facility to which are contracted, rather than to a closer facility.

With this as CRRA's long-term goal, CRRA's immediate short-term goal is to finance the acquisition and upgrading of the Wallingford project facility. CRRA desires financing proposals that will effectuate the acquisition and upgrading of the Wallingford project, while at the same time allow for the conversion to a statewide system at the lowest cost in the future when the contracts that dedicate the waste and recyclables to other projects, particularly the Mid-Connecticut project, expire or are terminated. CRRA anticipates that such a financing may have to be on a project finance basis; however, other approaches are encouraged. The manner in which the transition from project financing for the Wallingford facility is to be accomplished should be described.

The Wallingford project consists of a 420 ton per day mass burn resources recovery facility located in Wallingford, Connecticut and the Wallingford Landfill that has been closed. The ash residue from the resources recovery facility is disposed of at an in-state landfill under contract with a private operator. The Wallingford project serves five Connecticut towns in New Haven County. The Wallingford facility began commercial operation in May 1989 and generated power at an annual hourly average rate of 7.14 megawatts of electrical energy (net of in-plant usage) in fiscal year 2007.

Key contract dates are as follows:

Outstanding Project Bonds mature	November 15, 2008
Energy Purchase Contract expires	June 30, 2009
Municipal Services Agreements with Towns expire	June 30, 2010

The terms of the agreements that govern the Wallingford project permit the private operator, an indirect subsidiary of Covanta Holding Corporation ("Covanta"), to acquire the Wallingford resource recovery facility for one dollar (\$1) in the fall of 2008. CRRA then has the option to purchase the facility at "fair market value", as determined by an appraisal process set forth in the project agreements. The towns (Cheshire, Hamden, Meriden, North Haven and Wallingford) have expressed a desire to have CRRA acquire the facility and continue to serve the towns. CRRA has begun discussions with the towns regarding the renewal of the Municipal Service Agreements under which the towns deliver and pay for waste to be disposed of at the facility.

CRRA has begun assessments of how best to secure a renewed energy agreement for the electrical output of the facility and a new operation agreement for the facility.

CRRA seeks proposals from qualified financial institutions to provide financing of up to twenty-five million dollars (\$25,000,000) for the Wallingford project acquisition, upgrade and related expenses. In addition, CRRA seeks to establish one or more lines of credit of up to five million dollars (\$5,000,000) in order to respond prudently to facility financial requirements and/or cash-flow requirements related to operational exigencies.

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.

2. PROPOSAL PROCEDURES

2.1 Availability Of RFP Documents

Request for Proposal (“RFP”) package documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning **Monday, May 12, 2008.**

All of the documents are also available in PDF format beginning on the same date on the World Wide Web at:

<http://www.crra.org> on the “Business Opportunities” page, under the “RFP: Project Finance Banking Services” heading.

All of the forms included in the documents are available for downloading in Microsoft Word format at CRRA’s web site. Prospective proposers can fill them out by typing the answers on their computer’s keyboard. The forms can then be printed and submitted with the proposal. CRRA encourages proposers to make use of the downloaded Word forms.

2.2 Pre-Proposal Conference Call

A mandatory pre-proposal conference call for all prospective proposers will be conducted by CRRA staff at 1:30 p.m. Eastern Time on Tuesday, May 20, 2008. Proposals submitted by a proposer who did not participate in the mandatory pre-proposal conference shall be rejected. Prospective proposer should contact Bettina Bronisz, Assistant Treasurer and Director of Finance, at (860) 757-7704 or bbronisz@crra.org at least 24 hours prior to the mandatory pre-proposal conference call to make arrangements for participating in the call. Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this bid solicitation.

2.3 Addenda

CRRA may issue Addenda to this proposal package that shall, upon issuance, become part of this package and binding upon all potential or actual proposers. Such Addenda may be issued in response to requests for interpretation or clarification received from potential proposers. Any request for interpretation or clarification of any documents included in this proposal package must be **submitted in writing to Bettina Bronisz, Assistant Treasurer and Director of Finance, by e-mail (bbronzisz@crra.org), by fax ((860) 757-7743), or by correspondence (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., Tuesday, May 27, 2008.**

Addenda will be mailed and/or e-mailed to all persons who participated in the pre-proposal conference call and will be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFP: Project Finance Banking Services" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

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.**

2.4 Proposal Submission

Sealed proposals must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 2:00 p.m., Wednesday, June 11, 2008. Each proposer must submit one (1) original and five (5) copies of its proposal. The original proposal must be stamped or otherwise marked as such.

Each proposal (the original and five copies) must be enclosed in a sealed envelope that must be clearly marked "Proposal For Providing Project Finance Banking Services – Attn. Bettina Bronisz."

3. PROPOSAL CONTENTS

A Proposal must consist of the following documents:

- (a) This Proposal Form, which has been completely filled out by Proposer;
- (b) Affidavit Of Third Party Fees, which has been completely filled out by Proposer and signed before a Notary Public or Commissioner of the Superior Court;

- (c) Certification Of Nondiscrimination, which has been completely filled out by Proposer and signed; and
- (d) The Proposer's proposal for providing project finance banking services, In particular, the Proposer should include the following as part of its proposal:
 - 1. Please provide a brief history and capability of your firm, including asset and equity capital figures.
 - 2. What form of financing do you propose, e.g., tax exempt or taxable bonds, bank loans, leasing, etc.? Will you provide the proposed financing as agent, underwriter or principal?
 - 3. Do you propose to obtain or provide any form of credit support? What kind?
 - 4. What terms will be required for the financing? Please be as specific as possible about the requirements for the renewed Municipal Service Agreements, the electric energy sales agreement and the facility operating agreement.
 - 5. Please describe the costs of your proposal, including interest rates, costs of issuance, credit support fees, etc.
 - 6. Please provide other expected terms of the financing, such as maturity, time required to obtain financing, etc.

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

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

6. 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 contract is executed. If the apparently successful Proposer does not execute the Certification, it will be disqualified for the 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 attachment to the Notice of Award included in this RFP (see Section 5 of the RFP).

7. NOTICES

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

Name of Proposer (Firm):	
Proposer Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

8. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 2008

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

**REQUEST FOR PROPOSALS
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SECTION 2

AFFIDAVIT OF THIRD PARTY FEES

**[To be completed by proposer and
returned with the proposal]**



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

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

I, _____, a duly authorized officer and/or representative of _____ (firm name), 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. _____ (firm name) seeks to enter into a contract for providing project finance banking services (the "Contract") with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the "Contract" are as follows:

Name Of Payee	Dollar Amount Paid Or Value Of Non-Cash Compensation <u>AND</u> Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee ¹

(Attach additional copies of this page as necessary.)

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

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

Signed: _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 200 _____

Notary Public/Commissioner of the Superior Court

¹ Please attach documents evidencing the terms of the fee arrangement and services.



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

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

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

Attach additional pages as necessary.

**REQUEST FOR PROPOSALS
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SECTION 3

**CERTIFICATION CONCERNING
NONDISCRIMINATION**

**[To be completed by proposer and
returned with the proposal]**



**CERTIFICATION CONCERNING
NONDISCRIMINATION**

This certification must be 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") regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.

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

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

IN WITNESS WHEREOF, the undersigned has executed this certificate this

_____ day of _____ 200 _____

By (Signature): _____

Name (Print): _____

Title: _____

**REQUEST FOR PROPOSALS
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**SECTION 4
SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION BAN**

[Informational]

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.

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SECTION 5

**CONTRACTORS CERTIFICATION
CONCERNING GIFTS**

[To be executed at contract award]



**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

PROJECT FINANCE 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 for a Contract) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Contract. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Contract.

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal for a contract to provide project finance banking services (the "Contract") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Contract and is prepared to enter into the Contract with CRRA; and
3. No gifts were made between April 1, 2008 and the date of execution of the Contract, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Contract, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Contract

to

 - (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Contract (such CRRA employees are listed in Table 2 below), or
 - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

5. The Contractor made the bid/proposal for the Contract 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 Contract

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

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 James A. Amann, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 200__

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.