

REQUEST FOR PROPOSALS – RFP #7250
FOR THE DISPOSITION AND DEVELOPMENT OF SITE LOCATED IN
WATERBURY CT

DATE OF ISSUANCE: APRIL 11, 2022
SUBMITTAL DEADLINE: 10:30AM, JUNE 10, 2022

Solicited by:
698 South Main Street Inc.

Telephone: 203-346-2607

Contents

BACKGROUND AND INTENT 1

POTENTIAL OUTCOMES..... 2

TAX INCENTIVES AND ZONING 3

PROFILE OF THE CITY OF WATERBURY 4

RESPONDENT OBLIGATIONS: 7

QUESTIONS & COMMUNICATIONS..... 9

SITE VISIT10

QUALIFICATIONS10

AGREEMENT PERIOD.....10

COMPLETION OF PROJECT10

CONDITIONS10

PROCESS12

RESPONSE13

EVALUATION OF PROPOSALS; SELECTION PROCESS16

CONDITION OF THE SITE17

INCENTIVES19

INSURANCE.....19

RIGHTS RESERVED TO 698.....19

DUE DILIGENCE19

FEDERAL, STATE AND LOCAL EMPLOYMENT REQUIREMENTS.....20

ATTACHMENT 1 – GENERIC SITE INFORMATION & PHOTOGRAPHS

ATTACHMENT 2 – DOCS. RELEVANT TO PHYSICAL, GEOTECHNICAL, &
ENVIRONMENTAL ASPECTS OF THE SITE, INCLUDING REGULATORY &
ADMINISTRATIVE DOCS.

ATTACHMENT 3 – CONTRACT COMPLIANCE PACKAGE

ATTACHMENT 4 – FINANCIAL INFORMATION

ATTACHMENT 5 – DECD BIDDING, CONTRACTING AND CONSTRUCTION
GUIDELINES

TO VIEW ALL ATTACHMENTS, PLEASE CLICK THIS LINK: https://drive.google.com/drive/folders/1aHEqslvoQntbbkxFGpnOKMpABDvJ_Y1Q

BACKGROUND AND INTENT

Address: Former Anamet Site
698 South Main Street
Waterbury, CT 06706
(MBL #0369-0310-0002)

Current Owner: 698 South Main Street, Inc.
83 Bank Street, 3rd Floor
Waterbury, CT 06702

Site Background, Location:

698 South Main Street, Inc. (hereinafter “698”) is soliciting proposals from qualified entities to **EITHER** purchase and develop **OR** lease and develop, with the option to purchase, an approximately 17.46-acre parcel of almost entirely vacant land known as the Former Anamet site (“Site”) located in the South End, or River Baldwin Neighborhood, of the City of Waterbury (the “City”).

A site location map is provided as part of Attachment 1, General Site Information and Photographs, which shows the location of the Site.

The former Anamet Site located at 698 South Main Street in the industrial south-end of Waterbury was purchased in 2017 by 698 South Main Street Inc. The Site was used for manufacturing purposes from 1812-1977 by Benedict and Burnham Manufacturing Company, American Brass Company, Anaconda American Brass Company, and ARCO. The companies manufactured brass, copper, and metal products. Following the closure of the manufacturing companies, the Site was utilized by smaller machine shops and landscaping companies. Today, a small portion of the Site is temporarily being rented by a landscaping company who is on a month-to-month lease basis. The rest of the Site has been vacant since 2003. Recent redevelopment efforts include the completion of Phase I & II Environmental Site Assessment Reports and the demolition of several buildings on the site along with the installation of a new Duro-Last roofing system on a 200,000 square foot High Bay Building.

The Site is an expansive 17.46 acre situated ideally for redevelopment. Recognizing value in retaining a 200,000 square foot building with six garage doors, large overhead cranes and 40-foot ceilings, the City committed \$2,787,164 for the installation of the new roof system on the High-Bay building which was completed in 2021. The State funding previously committed to this Site has been used to perform environmental testing and building demolition.

The Site borders Waterbury's downtown area and the intersection of Interstate-84 and Route 8. This site may be attractive to several different types of developers/tenants, particularly those looking to manufacture and/or ship goods across the state and region. Additionally, the site sits along the Metro North railway and the Waterbury Train Station (.9 miles away) and on a local bus line, with the nearest bus stop located .3 miles away. The Site is also highly visible from the above highways. This Site also borders the

Naugatuck River and the Naugatuck River Greenway.

The Site lies in the South End of Waterbury, an area that continues to see significant investment. The newly constructed Brass City Regional Food Hub opened in 2020 on a remediated brownfield at 359 Mill Street Waterbury (.1 miles away). It is the first of its kind in this area of the State and provides large-scale produce washing & distribution opportunities to local farmers. The City has received a \$3M grant from DEEP to remediate 313 Mill St. (.2 miles away) and construct a recreational park. On the other side of the Site at the intersection of West Liberty Street, lies the newly constructed Jackson Street Connector which was part of the W.A.T.E.R. \$15.9M Project. Jackson Street now connects this area of the city through Freight Street and directly to West Main Street. The Site is perfectly situated next to this new Jackson Street Connector, the highway, the rail-line, and bus line.

The location of the Site allows for ease of shipping/receiving and ability for new employees to utilize mass transit. Considering the size of the High Bay building and larger parcel of land that can be redeveloped, there is the potential to create significant job and grand list growth.

Water, sewer, gas, electricity, phone, and fiber are all available to the Site, however, utilities to the Site are currently capped as a result of the Site's vacancy and recent demolition activity. All activities involving utilities, including construction and approval of utility infrastructure, are the sole responsibility of a successful Respondent. A successful Respondent may, at its sole expense, work with the appropriate rail and regulatory authorities to potentially utilize a rail spur on the Site. A high-powered liquefied natural gas facility is located across the Naugatuck River, southwest of the Site, along Washington Avenue and an energy peaking facility is located in close proximity to the site.

Available information regarding environmental and geotechnical conditions on the Site is provided as part of Attachment 2.

698 does not represent or warrant that any of the information provided is accurate or complete and Responders are responsible for their own review and evaluation of materials provided.

POTENTIAL OUTCOMES

This RFP may result in one or more of the following outcomes, all without liability to 698 South Main Street Inc., the Waterbury Development Corporation ("WDC"), or the City:

- A request for additional information from any or all Respondents;
- Direct negotiations with a Respondent to this RFP resulting in a Disposition and Development Agreement;
- Direct negotiations with a Respondent to this RFP resulting in a Lease Disposition and Development Agreement, with option to purchase; and/or
- Termination of this solicitation process at any time.

Primary Objective of RFP:

This Request for Proposals (“RFP”) seeks proposals for the development of the Site into industrial/commercial facilities that result in increased municipal tax revenues and promote long-term economic development in the City of Waterbury/region (the “Project”). To that end, 698 is seeking a developer or an existing business entity to develop the Site into industrial/commercial uses compliant with zoning and all other City, State, and Federal requirements, including financial and administrative requirements.

Site Information

Responders shall familiarize themselves with the Site including all information provided as found in the RFP documents and attachments. Information provided includes:

1. Environmental information including information provided on the Transfer Act;
2. Instruments, filings and other documents relevant to use restrictions and other obligations that must be assumed by the successful Respondent; and
3. Other relevant information.

698 does not represent or warrant that any of the information provided is accurate or complete and Responders are responsible for their own review and evaluation of materials provided.

TAX INCENTIVES AND ZONING

Enterprise Zone

The Site is located in an approved Enterprise Zone with potential benefits in the City of Waterbury. Further information regarding the Enterprise Zone is provided below.

The Enterprise Zone program benefits for eligible manufacturing and warehousing uses and certain financial and business-related services include:

1. a 5-year, 80% tax abatement on real estate taxes and personal property taxes for personal property that is new to the city’s grand list;
2. up to a 50% tax reduction on state corporate business taxes for a 10-year period, attributable to increases in income as a result of the project;
3. an 80% tax abatement on personal property taxes for qualifying personal property that is acquired during the 5-year certificate period; said abatement applies to the number of years remaining in the certificate period from the time of purchase. This applies to personal property that has been reported on form M-47 (Future Acquisitions List)
4. a sales tax exemption on the purchase of replacement parts for machinery and equipment used in the manufacturing process.

Detailed information is available at

<https://portal.ct.gov/DECD/Services/Business-Development/Tax-Incentives/Enterprise-Zones>.

Zoning:

The Site is located within the City's Limited Industrial zoning district (IL). The IL District is established to provide for the location of low-impact light industries such as distribution, fabrication, and warehousing without outdoor storage. A buffer zone around the eastern perimeter is zoned General Commercial (CG) consistent with the neighboring properties. Detailed information is available in the City's zoning regulations (revised to August 10, 2021). A copy of the zoning regulations is available for review/download on the City's website. www.waterburyct.org Find, All Departments and Services, City Planning, Zoning & Inland Wetlands, go to the drop-down menu and select 'Regulations, Plans, Maps, Applications, & Fees' Select 'Regulations' and then click on the file labeled: 'Waterbury Zoning Regs Revised to August 10, 2021.pdf'

The proposed use and planned development should be consistent with the City's current City Plan on Conservation and Development. The City's Plan of Conservation and Development can be found here: <https://www.waterburyct.org/services/city-planning/adopted-plans/conservation>

PROFILE OF THE CITY OF WATERBURY

Overview

The City of Waterbury was founded in 1674, incorporated as a village in 1686 and as a city in 1853. Located in west-central Connecticut at the heart of a 19-town area known as the Central Naugatuck Valley Region, the City is 21 miles north of New Haven, 29 miles southwest of Hartford, and 24 miles east of Danbury.

Follow THEWATERBURY.COM to learn all about the City of Waterbury and to gain exclusive content on Facebook, Twitter, LinkedIn, YouTube and Instagram.

The City is conveniently located at the crossroads of two major expressways, Interstate 84 and Connecticut Route 8. To the east, I-84 provides direct access to Hartford and joins the Massachusetts Turnpike for travel to Boston and northern New England. Heading west, I-84 passes through Danbury and crosses the states of New York and Pennsylvania, with connections to the New York Thruway and Interstate 80. Route 8 south meets the Connecticut Turnpike (I-95) in Bridgeport, making all of southern Connecticut and Fairfield County easily accessible. To the north, Route 8 ultimately leads through Torrington and further north to western Massachusetts.

Population

Waterbury has a population of circa 114,000 and is the 10th largest city in the New York Metropolitan Area, 9th largest city in New England and the 5th largest city in Connecticut.

Transportation

The City is home to a passenger rail station and a bus terminal. Rail, passenger and freight service in the area are operated by Metro North and Conrail, respectively. Metro North offers daily passenger round trips between Waterbury and New York City, and freight service via New Haven provides for shipments to any point in the country. Waterbury is situated within short distance (30 miles) to deep water ports in New Haven and Bridgeport. Bradley International Airport, New England's second largest airport, is located 45 miles northeast of the City while Oxford Airport is located 15 miles west of the City. Just over the New York State line is Westchester County (N.Y.) Airport, 60 minutes southwest of the City. In addition, Tweed-New Haven Airport has regularly scheduled commuter flights to Newark, Philadelphia, Chicago and Washington D.C.

Governance and Public Services

The City is governed by an elected Mayor, who serves for a four-year term, and a Board of Aldermen made up of 15 members elected for 2-year terms. Mayor Neil M. O'Leary was sworn into office in December 2011, re-elected in 2013 and then in 2015 re-elected to the City's first four-year term as Mayor. On November 5, 2019, Mayor O'Leary was re-elected to a fourth term in office and a second four-year term. Mayor O'Leary has spearheaded multiple initiatives with the goal of improving the quality of life for residential and commercial citizens, growing taxable grand lists, and increasing employer base.

Business

The City maintains a diverse and growing business environment. Healthcare, higher education, manufacturing, financial services, utilities and retail all have significant representation within the City providing for employment opportunities and offering goods and services locally, regionally and globally. Waterbury continues to advance a comprehensive economic development strategy with both public and private investments. This strategy continues to be complemented by a partnership with the State of Connecticut to demolish and remediate former large manufacturing brownfield sites to repurpose into new manufacturing facilities and mixed-use development projects. This strategy is further complemented by a workforce development collaboration between the City's career academy technical high school, Naugatuck Valley Community College, Northwest Regional Workforce Investment Board and the Manufacturing Alliance of Connecticut. This collaborative effort is geared towards producing employment results through the training and placement of individuals (students, residents, etc.) into unfilled high wage, high tech advanced manufacturing jobs.

The City serves as a regional center of higher education, being the home of Post University, Naugatuck Valley Community College, and a robust downtown branch of the University of Connecticut (UConn). The UConn Waterbury campus provides access to lifelong learning and community engagement through its academic programs and provides entry to the more than one hundred undergraduate programs available at the University of Connecticut. In June 2019, it was announced that UConn Waterbury would

be developing and offering a new bachelor's degree program in allied health sciences, one of the nation's fastest growing career fields. The new allied health sciences bachelor's degree program had strong enrollment in its first year and continues to see increased enrollment as the 2021-2022 academic year began this past fall. Graduates will earn their degree in downtown Waterbury and be prepared to continue into graduate programs such as medical, dental or optometry school or move directly into careers where skilled workers are in high demand. Post University offers both a large on campus class setting as well as a comprehensive online degree program. In December 2018, Post University celebrated its return to downtown Waterbury with approximately 400 employees beginning work in the former newly renovated Howland-Hughes Department Store on Bank Street. POST University is now the City's largest private employer.

The City is a regional center for medical and mental health services available to Waterbury's approximately 114,000 residents and the surrounding towns. The City is home to Waterbury Hospital, owned-operated by Prospect Waterbury/Waterbury Health, Inc. and Saint Mary's Hospital, owned-operated by Trinity Health New England. Waterbury Hospital and St. Mary's Hospital are the City's largest and 3rd largest private employers, respectively. Both hospitals are equipped with trauma centers, emergency helicopter pads and are affiliated with Yale University School of Medicine. Prospect Waterbury/Waterbury Health, Inc. is a for-profit taxable entity and Saint Mary's Hospital is one of five hospitals comprising Trinity Health New England.

Manufacturing continues to be a leading employer in the region, ranging from metals manufacturers, producers of printed matter, manufacturers of architectural millwork products, food products, components used motor vehicles, and electrical/electronic assembly work. Other interests include wholesale, distribution and warehousing, which are projected to be major sources of future job creation due to area's proximity to Boston, New York and Providence: 33% of the U.S. economy and 66% of the Canadian economy lie within a day's drive of Connecticut. The area's industrial market is well established and consists of over 21,800,000 square feet of space. Thus, the area continues to be a center for industrial development, as evidenced by the fact that over 30 manufacturing/wholesale companies have undertaken projects within Waterbury alone recently, including business start-up, relocation, expansion, and lease renewals.

The City has a long and rich history as a manufacturing and commercial center and is led by a Mayor who is cooperatively and proactively committed to expanding commercial opportunities.

Housing

The City provides its population of approximately 114,000 residents with a variety of housing options in all price ranges. Single-family dwellings from modest to luxurious, multi-family homes, apartments and condominiums meet the needs of workers and residents. The City provides special housing for senior citizens, and offers assisted living facilities and housing opportunities for low-to-middle income families in collaboration with federal housing assistance programs.

RESPONDENT OBLIGATIONS:

698 has partnered with WDC, the City, the State, and local funding sources to undertake limited assessment, remediation, and demolition tasks on the Site. Available documentation of these efforts is provided in Attachment 2 to this RFP. Prior to disposition of the Site, 698 will continue the activities that are funded as described in detail in Attachment 2. In the event 698 is not able to complete the obligations prior to disposition, the disposition agreement will contain provisions allowing 698 to complete such obligations.

Previous and pending funding items have ongoing obligations & action items, as listed in Attachment 4 (Financial Information).

Financing

Third party funding (Referenced in this RFP as “Funding Instruments”) provided to 698 is described below and instruments and other relevant documents are provided in Attachment 4.

1. 7.27.2017 State of Connecticut Department of Economic and Community Development (“DECD”) Financial Assistance Proposal for Anamet Remediation and Reuse Phase I consisting of a loan for \$1,311,000 and a grant for \$780,000 resulting in a total amount of \$2,091,000. In 2020, the State of Connecticut DECD approved supplementary funding in the amount of \$112,760 to the project (See Amendment #1 – Attachment 4). Total funding committed by the State of Connecticut to Phase I of this project was: \$2,203,760.
2. 9.17.2021 Naugatuck Valley Council of Governments Brownfields Cleanup Revolving Long Fund capitalization grant from the US Environmental Protection Agency (“USEPA”) in the amount of \$200,000.
3. Pending DECD Financial Assistance Package for demolition, abatement of hazardous materials and remediation in the total amount of \$4,000,000 expected to be finalized second quarter 2022. This includes a State of Connecticut Department of Energy and Environmental Protection (“DEEP”) commitment of \$2,000,000 in Urban Sites Remedial Action Program funding (C.G.S. Sec. 22a-133m approved by the State Bond Commission at its April 16, 2021 meeting – item #s 21 and 23) and funding to be administered by DECD, with DECD awarding \$2,000,000 under their Brownfield Grant Program (C.G.S. Sec. 32-763) of \$2,000,000. 698 anticipates conditional obligations consistent with historic grant funding associated with this funding source. Conditions will be included in any ultimate agreement.
4. 2021 City of Waterbury funded a \$2,787,164 roof replacement project for the 200,000 square foot High-Bay building.
5. The State of Connecticut DECD invested funding in the Site totaling \$935,530 under Waterbury NEXT. This funding was used for the purchase of the Site and to conduct environmental assessments.
6. Pending funding from Connecticut Brownfield Land Bank in the amount of \$25,000

to complete assessment activities at the Anamet High Bay Building. 698 anticipates conditional obligations associated with this funding source. Conditions will be included in any ultimate agreement.

The Site has continuing obligations as described below and in the funding instruments. All development to take place on the site must be in compliance with funding source obligations in order to secure loan forgiveness. The successful Respondent will work in conjunction with 698, WDC, and the City to achieve loan forgiveness obligations. It is the responsibility of the successful Respondent to review all attached information regarding loan forgiveness & funding source obligations thoroughly. This information is provided in Attachment 4.

Funding source obligations to be assumed by the successful Respondent include:

1. Forgivable Brownfield Loan – July 2017:

- A \$1,311,000 forgivable Brownfield Loan was provided by the State of Connecticut in 2017 (Anamet Remediation and Reuse – Phase I – July 2017).
- Documentation regarding this funding source is provided in Attachment 4. Prerequisites for loan forgiveness include: demonstration by the Applicant that the environmental remediation phase of the project is successfully complete and the demonstration that public open space is available to residents and that the construction of a segment of the Waterbury Greenway project is open and complete.

2. \$2,787,164 Financial Assistance Agreement between City of Waterbury and 698 South Main Street, Inc:

- This Financial Assistance Agreement enabled the replacement of the roof on the 200,000 square foot High Bay Building.
- The repayment of the principal of the loan amount (\$2,787,164) is due in full immediately upon sale of the Site, unless otherwise agreed to by both 698 and the City in full compliance with the agreement.
- Documentation regarding this funding source is provided in Attachment 4.

3. Pending - \$4,000,000 Financial Assistance Proposal to the City of Waterbury for Washington Avenue Business Park Anamet Remediation and Reuse – Phase II (October 2021)

- A \$4,000,000 Financial Assistance Proposal for Phase II Demolition and Environmental Activities on the Site by the State of Connecticut is currently pending and expected to be finalized second quarter 2022.
- 698 anticipates conditional obligations consistent with historic grant funding associated with this funding source. Conditions will be included in any ultimate

agreement.

- More information regarding this funding source is provided in Attachment 4.

Restrictive Use Covenants

A Declaration of Restrictive Use Covenant, which limits the use of the Site to open space, a river walk to be part of the Naugatuck River Greenway project, industrial space, housing, commercial space, retail space, and any other use approved in writing by the City of Waterbury and the State was entered into on October 17, 2017 with an amendment recorded on May 18, 2020. The term of each Restrictive Use Covenant is ten (10) years. A copy is included herein as Attachment 2. A DECD Assistance Agreement is expected to be entered into in the second quarter of 2022 which may contain a similar restrictive use covenant for the same term, i.e. ten years from entry into the Assistance Agreement.

Third Party Interests

All work to be undertaken on the Site must be done at the sole expense of the successful Respondent in conformance with all third-party interests. The successful Respondent is responsible for performing due diligence regarding site conditions, including third party interests, utilities, and other reservations which are or will be located on the site. Site and the limitations, obligations and responsibilities associated therewith which will be included as provisions in the resulting Disposition and Development or Lease Disposition and Development Agreement.

Transfer Act

The Site is considered an establishment under the Connecticut Transfer Act and compliance with the Transfer Act, including being the certifying party, will be the responsibility of the successful Respondent in a qualifying sale or lease transaction. An Environmental Undertaking Agreement, including an indemnification and hold harmless provision protecting 698, the City, and WDC will be included in any agreement or lease with option to purchase that results from this RFP.

The successful Respondent will be responsible for the completion of deliverables associated with the Transfer Act Program and contained within the detailed schedule, shown in Attachment 2. Please see Attachment 2 for further information on the Transfer Act obligations.

QUESTIONS & COMMUNICATIONS

All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website (<https://waterburyct.procureware.com/home>) and must be received **by 2:00 PM on May 27, 2022**. Prospective Respondents must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.

Responses to questions submitted by the above date and time, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by 2:00 PM on June 3, 2022**. It shall be the responsibility of the Respondent to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

No other persons should be contacted, including, without limitation, any directors, officers, employees, agents or representatives of the Site owner.

SITE VISIT

Site visits will be available by appointment only between **10:00AM and 1:00PM on April 29, May 2 or May 3, 2022**. Please coordinate your request for a site visit with Mr. McCaffery at (203)-574-6748.

QUALIFICATIONS

Each proposer shall submit a comprehensive list of its Development Team including its partners, affiliates, contractors, consultants and other team members (the "Development Team"). The Development Team must have a proven record to undertake, manage, and complete projects of this scale, including the ability to provide all technical and professional services required for all components of the project and a proven financial ability to perform. Resumes for key members outlining similar development experience shall be submitted as part of the RFP.

AGREEMENT PERIOD

The agreement period for any contract resulting from this RFP is anticipated to include a reasonable time frame for the completion of due diligence and pre-closing tasks and is negotiable between 698 and the successful Respondent.

COMPLETION OF PROJECT

The successful Respondent will be required to complete its development obligations within a set time period. Any agreement resulting from this RFP will contain provisions addressing this.

CONDITIONS

All Respondents must be willing to adhere to the following conditions and must acknowledge and positively state this in the submission:

1. Any questions, dialogue, communication or submission, as a response to this RFP, does **not** constitute a commitment, contract or partnership with 698, WDC, or the City.
2. All submissions are to be the sole property of 698. Respondents are encouraged

not to include in their submission any proprietary information. All materials associated with this solicitation process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations, and interpretations resulting from those laws.

3. Any product, whether acceptable or unacceptable, developed as a result of this solicitation process is to be the sole property of 698.
4. The timing and sequence of events resulting from this solicitation process will ultimately be determined by 698.
5. The Respondent must certify that the personnel, partners, affiliates, and other team members identified in its response to this RFP will be the person/parties actually involved and/or assigned to the Project. Any additions, deletions, or changes in said personnel, partners, affiliates, and other team members from the proposal during the course of the agreement period must be approved by 698, with the exception of personnel who have terminated employment; replacements for personnel who have terminated employment are subject to approval by 698. At its discretion, 698 may require the removal and replacement of any of the Respondent's personnel who do not perform adequately, regardless of whether they were previously approved by 698.
6. 698 may amend the terms or cancel this solicitation process at any time if 698 deems it to be necessary, appropriate or otherwise in the best interests of 698.
7. Participation in this solicitation process is voluntary and non-compensable. Any costs and expenses incurred by Respondents in preparing or submitting their expression of interest are the sole responsibility of the Respondent.
8. The Respondent must be prepared to present any other information or clarification deemed necessary by 698 to satisfactorily meet the requirements set forth or implied in the submission potentially including evidence of experience, ability, financial standing and any other information deemed necessary by 698 to satisfactorily meet the requirements set forth or implied in the proposal.
9. The Respondent may be required to give presentations to the extent necessary to satisfy 698's requirements or needs. In some cases, Respondents may have to give presentations or further explanation to any evaluation/selection committee established by 698.
10. The Respondent represents and warrants that the submission is not made in connection with any other Respondent and is in all respects fair and without collusion or fraud. The Respondent further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of 698, WDC, or the City participated directly in the Respondent's submission preparation.
11. All submissions must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
12. All due diligence (time and cost) is the responsibility of the Respondent. 698,

WDC, and the City make no warranties or representations as to the accuracy, completeness or comprehensiveness of any information provided as part of this RFP and in any subsequent discussions and negotiations pursuant to this RFP. All such information is provided for Respondent's convenience only and is expressly reviewed and utilized by Respondent at his or her own risk.

13. 698 reserves the right to award this Project in whole or in part, and to reject any and all proposals in whole or in part for: misrepresentation; default on any prior 698, WDC, or City contract by the Respondent, its associates, or member of its team for this Project; if the proposal limits or modifies any of the terms, conditions and/or specifications of the RFP; or if 698 determines that the proposal(s) would not be in its best interest. 698 also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, its best interests will be served by doing so.
14. 698 is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. 698 is committed to complying with the Americans with Disabilities 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. All proposals should anticipate possible compliance requirements of any applicable state, federal and/or local wage and labor regulations including potential applicability of the State of Connecticut's requirements, of its Affirmative Action Plan Requirements pursuant to Connecticut General Statute (C.G.S.) §46a-68c and §46a-68d; State and/or Federal prevailing wage requirements including under the Davis-Bacon Act; Housing Urban Development's Section 3 Regulations and any other applicable federal funding requirements; City of Waterbury Ordinance §34.01 et seq., "Hiring of Waterbury Residents on certain Publicly Funded Construction Projects"; Section 38 of the City's Code of Ordinances Conflicts of Interests and Ethics provisions. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's website. Information regarding state requirements may also be obtained from the State's Department of Labor and Workplace Standards Division.
16. All Respondents must review and be prepared to sign, prior to the execution of any contract with 698, the items and forms included in Attachment 3 (Contract Compliance Packet).
17. The Respondent agrees that the proposal will remain valid for a period of one-hundred and fifty (150) days after the closing date for the submission and may be extended beyond that time by mutual agreement.

PROCESS

698 will establish a committee to review the RFP submissions. This committee will, at its sole and absolute discretion, determine whether to schedule individual meetings with the Respondents, schedule a general meeting with all Respondents, or schedule no meetings. The committee may solicit additional information or clarification from one or more Respondents. The committee will use all of the information contained in the

responses to determine the level of interest, type(s) of potential uses and the practicality of the development of the Site.

RESPONSE

The response to this RFP should include the following:

1. Respondent's Required Terms of Purchase and/or Lease Agreement, including expected capital investment.
2. General company information and contact information.
3. A comprehensive list of the development team including its partners, affiliates, contractors, consultants and other team members (the "Development Team"). The Development Team must have a proven record to undertake, manage, and complete projects of this scale, including the ability to provide all technical and professional services required for all components of the Project and a proven financial ability to perform. Resumes for key members outlining similar development experience shall be submitted as part of the RFP.
4. Detailed description of the proposed development, including conceptual site layout plans, infrastructure requirements, phasing for construction and completion, and architectural renderings of the building(s) proposed.
5. A preliminary site plan identifying setbacks from property lines, wetland areas, all existing and proposed public or private utility lines and other rights and reservations including the easements and associated infrastructure discussed in the section titled "Obligations" (sub-section "Third Party Interests") of this RFP, any additional easements proposed or required by Respondent, frontage, roads and improvements including potential accessroads.
6. New tax revenue expected to be generated attributable to the proposed development.
7. Estimated number of construction jobs to be created and the number of full-time and/or part-time jobs that could be created by prospective occupants.
8. Anticipated requested public funding, rebates, refunds, grants or contributions, including any in kind services or ancillary accommodations.
9. Identification of occupants and tenants or potential occupants and tenants of the building(s) (if possible) including the number of years in business, total annual revenues, a summary of the products or services associated with the occupant or tenant and the number of current employees.
10. A list discussing potential impacts to traffic on adjacent roadways, wetland environments, and the surrounding neighborhoods.
11. A list of anticipated permitting and approvals required including, but not limited to, any required by, under or pursuant to the State Traffic Commission, Open Space Requirements, Parking, New Source Review, storm water and any other regulations or regulatory authorities and strategy for compliance therewith.
12. A preliminary construction budget identifying the soft costs, site development and construction costs including any financing required plus any supplemental information explaining the proposed development.

13. A preliminary development timeline.
14. Any additional information that the Respondent wishes to bring to the attention of 698 that is relevant to this RFP.

Proposal Requirements and Format

One (1) original (clearly identified as such) and nine (9) paper copies of the response as well as an electronic version on CD or flash drive (which must include all components of the RFP in a searchable PDF format) should be sent to:

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Responses must be received no later than **June 10, 2022 at 10:30AM.**

Submissions must be bound, paginated, indexed and numbered consecutively and must set forth accurate and complete information as called for in this RFP including each of the items listed below. Proposals should be limited to letter size (8.5 x 11) except as needed for architectural drawings, renderings, and other supporting exhibits. At 698's discretion, failure to do so could result in disqualification.

1. Respondent Information:

- a. Respondent name;
- b. Permanent main office address;
- c. Date Respondent organized, if not an individual;
- d. Legal form of ownership: if a corporation, indicate where incorporated, if a partnership, limited partnership, limited liability company or limited liability partnership, indicate where organized;
- e. Years the Respondent has been engaged in the services or activities it provides or does under its present name; and
- f. Names, titles, reporting relationships, background and experience of the principal members of the organization, including officers.

2. Experience, Expertise and Capabilities:

- a. Philosophy Statement and Business Focus: A statement of the Respondent's philosophy and approach in undertaking the Project listed in the RFP, as well as a description of its primary business/corporate focus and its philosophy and approach regarding community involvement.
- b. Summary of Relevant Experience: A list and description of all representative projects that the Development Team has undertaken and

completed, including those the Development Team has been involved in within the last 10 years. Provide a summary overview of each project describing development objectives, timeline from start to finish and overview of the successful results and benefits of the development project.

- c. Personnel Listing: A complete listing of key members of the Development Team, along with resumes; each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest: Disclose any current (within the last 3 years) business, financial, personal, or other types of relationships that may pose a conflict of interest.

3. Statement of Qualifications and Development Plan:

- a. Qualifications: Please provide a detailed description of the Development Team's qualifications, experience and capabilities as they pertain to undertaking a project such as this.
- b. Development Plan: Please provide specific information as to the planned development including how each item will be provided or otherwise addressed satisfactorily and a detailed proposed time line for all aspects of the process.
- c. Identify the nature and scope of anything that would be generally required of 698, WDC and the City in connection with the disposition and development of the Site.

4. Consideration for Site Lease or Lease/Purchase Acquisition

- i) Any Respondent should state the total consideration (purchase or lease/purchase price) being offered for the Site. Identify any key terms which the Respondent would consider non-negotiable in any resulting agreement. If a Respondent seeks to lease the Site, the Respondent should clearly identify if a lease-to-purchase option will be included in the terms of such an agreement and include a schedule for purchase.

Since 698 may desire to consider other aspects of any Respondent's proposal prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Consideration for Disposition & Development of Site."

Note: 698 is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposed purchase price.

- 5. Information Regarding: Failure to Complete Work, Default and Litigation: Please respond to the following questions:
 - a. Have you ever failed to complete an awarded development project? If so, where and why?

- b. Have you ever defaulted on a contract? If so, where and why?
 - c. Is there any pending litigation that could affect your organization's ability to undertake this Project? If yes, please describe.
 - d. Has the Respondent ever had a purchase or lease/purchase contract terminated for cause within the past ten years? If yes, provide details.
 - e. Have claims been made on performance or payment bonds issued to guaranty performance or payment by the Respondent within the past five years? If yes, provide details.
 - f. During the past seven years, has the Respondent ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - g. Are there any other factors or information that could affect the Respondent's ability to successfully develop the Properties that 698 should be aware of?
6. Exceptions and Alternatives: Respondents wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. 698 may accept proposals that take exception to any requirements in this RFP, or which offer any alternative to acquisitions herein, as well as consider such exceptions and alternatives in evaluating responses. Any exceptions or alternative must be clearly delineated and cannot materially affect the substance of this RFP.
7. Additional Data: Any additional information that the Respondent wishes to bring to the attention of 698 that is relevant to this RFP.

EVALUATION OF PROPOSALS; SELECTION PROCESS

1. Evaluation Criteria: The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the Respondent in understanding 698's requirements and expectations for this Project and are not necessarily all inclusive or presented in order of importance.
 - a. Development Concept: The proposed use must comply with any recorded use restrictions, existing grant or other third-party funding restrictions or enforceable obligations and all City and State requirements including City Zoning Regulations as applicable. The proposed Project must generate returns to the City through significant new tax revenue and employment opportunities attributable to the Development.
 - b. Proposed Development Plan: Emphasis will be on grasp of the issues involved, including environmental issues and soundness of approach, the fulfillment of the primary objective of the RFP by such a proposal, and the ability for the Respondent to meet all obligations as listed in "Respondent Obligations."
 - c. Proposed Consideration (Purchase and/or Lease Price) for Lease (with a Purchase Option) and/or Acquisition of Site. The terms of a resulting Disposition and Development and/or Lease Disposition and Development

- Agreement.
- d. Development Team Experience, Expertise, and Capabilities: Background, qualifications, and previous experience of personnel assigned to the Project and their demonstrated competence, experience and expertise in the type of work to be performed.
 - e. Financing Capacity: Emphasis will be on the completeness and realistic ability to secure the appropriate and necessary funding for the Project.
 - f. Tax and Economic Impact: The impact the Project will have on real property taxes and personal property taxes and the overall long-term economic impact the Project will have upon the City.
 - g. Jobs Created: The proposed number of construction jobs to be created by the Project and the numbers and types of full-time and part-time jobs to be yielded by the completed Project.
 - h. Local Impact: The impact the Project will have on the surrounding area and its occupants during the construction phase and after completion of the development.
 - i. Duration of Project: The time the Respondent will take to complete the Project, including time required to secure funding for the Project, if necessary. Emphasis will be placed on the Respondent's record of completing individual tasks within development as well as final completion of the overall Project within time frames and within budget.
2. Selection Process: 698 will evaluate the proposals by a committee as part of the decision-making process. If deemed necessary, 698 reserves the right to arrange for interviews/oral presentations as part of the selection process; invitations for interviews may involve a short-listing of the proposals received.

CONDITION OF THE SITE

1. "As is, where is": the Site is being sold and/or leased by 698 South Main Street, Inc. and shall be purchased and/or leased by the successful proposer "As is, where is" as of the closing date with all faults, and neither 698 South Main Street, Inc. or anyone on its behalf is making any representation or warranty whatsoever, expressed or implied, other than those expressly given in the request for proposal, including, but not limited to, any implied warranty or representation as to the value, condition, merchantability or suitability of the Site.
2. **Environmental Matters**
 - a. 698 does not make, has not made, will not make, and specifically disclaims any representation or warranty, express or implied, regarding the environmental conditions (the "Environmental Conditions") at, on, under, or about the Site or compliance or non-compliance of the Site with Environmental laws (as hereinafter defined), or of any other administrative or judicial interpretation of Environmental Laws. For purposes of this RFP,

“Environmental Laws” shall mean the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act and any and all other applicable federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions regulating, relating to imposing liability (including strict liability) or standards of conduct in regard to the environment or to emissions, discharges, releases or the presence of pollutants, contaminants, oils, petroleum or petroleum products, asbestos, lead paint, chemicals or other industrial, toxic or hazardous substances or wastes into the environment, including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, oils, petroleum or petroleum products, asbestos, lead paint, chemicals or other industrial, toxic or hazardous substances or wastes or the cleanup or other remediation thereof.

- b. In its proposal, proposer shall include an inspection component and, subject to its right to inspect the Site as it proposes and sees fit, proposer shall acknowledge and agree in any resulting agreement/contract to be signed between 698 and the successful proposer, the proposer is satisfied with its opportunity to inspect the Site and to conduct such investigations and studies on and of the Site as it deemed necessary, and that it waives any and all objections to or complaints about Environmental Conditions at the Site.
 - c. Any resulting agreement/contract/lease/option which will be entered into between 698 and the successful Proposer shall provide that 698 shall be released and held harmless from all responsibility and liability regarding any environmental conditions that now or may in the future be determined to exist at the Site and shall indemnify the 698, WDC, and the City for any and all such conditions. Such agreement/contract/lease/option shall further provide that Proposer shall agree that it will not attempt to assert any claim of liability against 698 with respect to such environmental conditions. Such provisions shall be binding upon the Proposer, any successors in ownership of the Site and assigns, and shall be included in the deed of conveyance.
 - d. Any resulting agreement/contract/lease/option shall also provide that the Purchaser is responsible for all aspects of compliance with the Connecticut Transfer Act and shall explicitly assume and indemnify and hold harmless the 698, WDC, and the City with regard to any historic Transfer Act or Voluntary Environmental Remediation Commitments or filings made by same.
3. Any resulting agreement/contract/lease/option shall also provide that the successful proposer assumes all responsibility and liability for any and all tasks associated with the investigation and remediation of environmental conditions at the Site which 698, WDC, and the City may have, included but not limited to,

those owed to Agencies and Departments of the State of Connecticut and the Federal Government and regional development entities.

4. The above provisions and representations of 698 and successful proposer shall survive the delivery of the deed of conveyance or earlier termination of any resulting agreement/contract between the parties.

INCENTIVES

Proposer shall indicate whether or not and what type of government incentives are required to pursue its proposal.

INSURANCE

Insurance requirements as may be contained in the financial assurance proposals and other grants all must be strictly complied with and proof of same provided to 698, WDC and the City as well as the funding entity. Successful Respondent shall furnish 698, WDC, the State, and the City with Certificates of Insurance evidencing such insurance coverage on the date of execution of any resulting contract/agreement.

698, WDC, the State, and the City shall be named as additional insureds on any such insurance policy. Any such insurance policy shall also contain a provision whereby it may not be cancelled without thirty (30) days prior written notice to 698, WDC, the State, and the City.

RIGHTS RESERVED TO 698

698 reserves the right to award this project in whole or in part, and to reject any and all proposals in whole or in part for: misrepresentation; default on any prior 698, WDC, or City contract by the proposer, its associates, or member of its team for this project; if the proposal limits or modifies any of the terms, conditions and/or specifications of the RFP; or if 698 determines that the proposal(s) would not be in the best interest of 698. 698 also reserves the right to waive technical defects, irregularities and omissions if, in their judgment, the best interests of 698 will be served.

DUE DILIGENCE

All due diligence (time and cost) is the responsibility of the proposer. 698 makes no warranties or representations as to the accuracy, completeness or comprehensiveness of any information provided as part of this RFP and in any subsequent discussions and negotiations pursuant to this RFP. All such information is provided for proposer's convenience only and is expressly reviewed and utilized by proposer at his or her own risk.

FEDERAL, STATE AND LOCAL EMPLOYMENT REQUIREMENTS

Contractors, if applicable, shall be obligated to fully comply with the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form.

ATTACHMENTS LINK

To view all attachments, please click the link below:

https://drive.google.com/drive/folders/1aHEqslvoQntbbkxFGpnOKMpABDvJ_Y1Q

Attachment 2

- ENVIRONMENTAL & OTHER REPORTS & INFORMATION –
Downloadable Files with RFP #XX e-Bid Documents

Transfer Act Documents:

1. Acknowledgement of Receipt of Complete Form III
2. Form III Filing
3. DEEP Partial Schedule Extension Approval

Site Wide Environmental Documents:

1. Fuss & O'Neill Data Gap Analysis Report 2021
2. GEI Former Anamet Site Phase I Environmental Site Assessment Dec. 2016
3. GEI Former Anamet Site Phase II/III Environmental Site Assessment Dec. 2016
4. HRP Focused Soil Investigation Report 2019
5. Shaw Environmental, Inc. Summary of Environmental Investigations and Site Remediation 2005
6. HRP Phase II Dec. 1993
7. HRP Waste Characterization Sampling 1993
8. HRP Status Report on Phase II Subsurface Investigation 1993
9. HRP Waste Disposal Options 1993
10. Activity Type Designation 1990

Site Wide Utility, Demolition, Building & Structural Documents:

1. GEI Building Hazardous Material Assessment and Building Survey Nov. 2016
2. Fuss & O'Neill Building Condition Assessment Report April 2018
3. Fuss & O'Neill Anamet Demolition Specifications 2018
4. TRC Compliance Report for the Abatement of Asbestos-Containing Materials, PCB Containing Materials, Other Hazardous/Regulated Materials & Building Demolition – Phase 1 Nov. 2019
5. HRP Pre-Demolition Hazardous Materials Survey Report

Administrative Documents:

1. Anamet Limited Warranty Deed (Vol. 7639, Pg. 141)
2. Amended and Restated Declaration of Restrictive Use Covenant (April 20, 2020 recorded May 18, 2020)
3. 2017 Restrictive Use Covenant
4. 2003 Agreement
5. 2013 Agreement
6. Purchase and Sale Agreement

Attachment 3

Five (5) Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CORPORATE RESOLUTION
- LLC RESOLUTION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

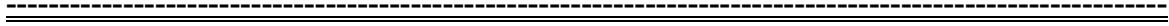
**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

B. Purchase Order(s).

No Purchase Order(s) with the City

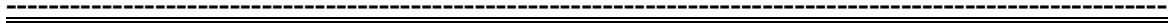
(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self Spouse Joint Child

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self Spouse Joint Child

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED | By Mail Hand-Delivered

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of _____

SS.: _____

County of _____

_____, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** _____ of _____ (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)

My Commission Expires: _____

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of _____)

) SS

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____ of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

"It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

Secretary

LIMITED LIABILITY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, a limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

“It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____, LLC this _____ day of _____, 202__.

Manager/Member

ATTACHMENT 4

1. NVCOG RLF Fully Executed Subaward Agreement 2021
2. Notice of Award Round 13 Brownfields Funding
3. Financial Assistance Proposal Phase I Demolition 2017
4. Fully Executed Assistance Agreement Phase I Demolition with Amendments 1 & 2
5. WATERBURY NEXT Financial Assistance Proposal
6. Financial Assistance Proposal Phase II Demolition 2021
7. Roof Agreement Documents between WDC & 698