

TOWN OF WALLINGFORD
BUREAU OF PURCHASES
45 SOUTH MAIN STREET
WALLINGFORD, CONNECTICUT

GENERAL INSTRUCTIONS AND CONDITIONS

for

PUBLIC BID NO. 88-16

COMPUTERIZED SCHOOL SUPPORT SYSTEM

for

BOARD OF EDUCATION
WALLINGFORD, CONNECTICUT

Sealed bids, subject to the General Instructions, Conditions and Specifications, as provided, will be received by the Purchasing Agent of the Town of Wallingford, Municipal Building, 45 So Main Street, Wallingford, Connecticut, until MONDAY, JULY 25, 1988 at 2:00 P.M., Prevailing Local Time, and thereafter immediately opened and read in public for the above.

Proposals: 1. PROPOSALS, TO BE SUBMITTED IN DUPLICATE, MUST BE MADE ON THE BLANK PROPOSAL FORMS FURNISHED AND BE ENCLOSED IN A SEALED ENVELOPE, AND BEAR THE ENCLOSED LABEL, WITH THE BIDDER'S NAME AND ADDRESS IN THE UPPER LEFT-HAND CORNER.

Bids must be made out and signed in the corporate, or other, name of bidder, and must be fully and properly executed by an authorized person.

Bids received later than the time and date specified will not be considered.

Amendments to or withdrawal of bids received later than the time and date set for the bid opening will not be considered.

Bidders or their representatives may be present at the bid opening.

Price: 2. Prices bid must include delivery without extra compensation.

Taxes: 3. The Town of Wallingford is exempt from the payment of the Excise Taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut. Such taxes should not be included in the bid price. Exemption certificates will be furnished to the successful bidder.

I CERTIFY THAT THIS WAS WITHDRAWN AFTER BID OPENING!

COMPUTERIZED SCHOOL SUPPORT SYSTEM
 TOWN OF WALLINGFORD PUBLIC BLDG NO. 88-16
 BOARD OF EDUCATION
 July 25, 1988, 2:00 P.M., PLT

ARCH/NORTHEAST SERVICES
 Wallingford, CT DATA/COM EXPRESS
 Stamford, CT HEWLETT-PACKARD CO.
 Palo Alto, CA IBA TECHNOLOGIES INC.
 New Haven, CT McDONNELL DOUGLAS COMPUTER SYSTEMS CO.
 Woburn, MA 01801 UNITED COMPUTER SERVICES - WANG
 Charlotte, N.C.

		Withdrawn					
TOTAL LUMP SUM.....		A. \$98,177.00	\$118,345.00*	\$140,319.18	\$395,985.00*	\$180,531.00*	\$86,500.00
		B. 125,386.00			\$288,328.00*		143,725.00
		C. 39,694.00 ¹					
DELIVERY WILL BE MADE.....		10 Days ARO	10 Days ARO	10 Days ARO	SEE PROPOSAL	30 Days ARO	SEE PROPOSAL
TERMS.....		5%-10days Net 30	SEE PROPOSAL		SEE PROPOSAL		SEE PROPOSAL
ALTERNATES OR EXCEPTIONS.....		SEE PROPOSALS	SEE PROPOSAL	N/A	SEE PROPOSAL	SEE PROPOSAL	
*See Proposal							
"No Bids" Received:							
Computer Business Supplies, Inc.		Foster Neary Associates					
Computerware Data Products, Inc.		Unified Data Products					
Data Documents		Wallace Computer Services, Inc.					
IBM		Wild. Printing & Bus. Forms Co., Inc.					
National Eagle Corp.		AM Computer Products, Inc.					
Regal Forms, Inc.		The Business Bank, Inc.					
Government Tech. Services, Inc.		CCI, Inc.					

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CONTACT
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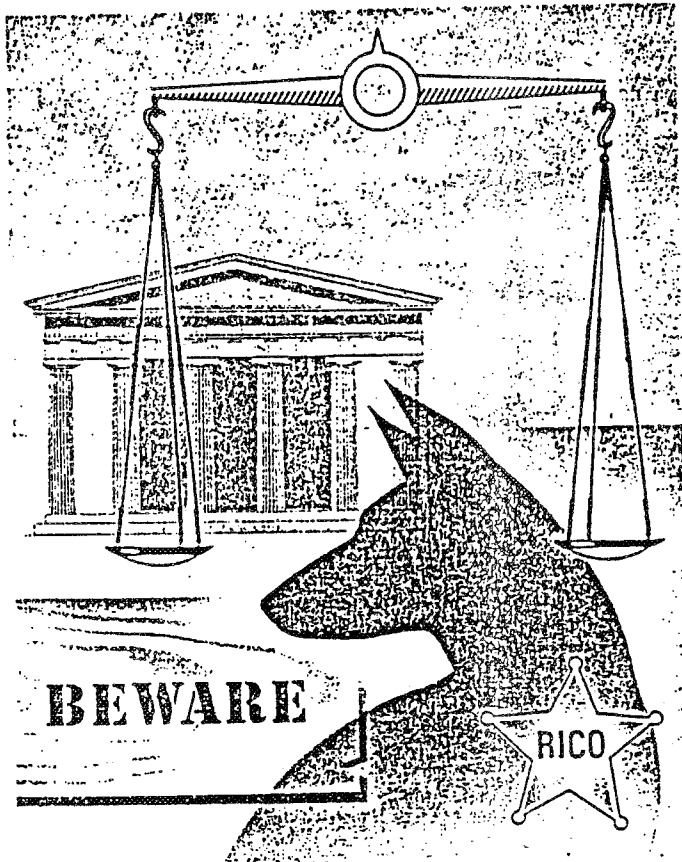
WALLINGFORD CO 5-0431

Taking RICO Private

How to snare a white-collar racketeer

The Racketeer Influenced and Corrupt Organizations Act, better known as RICO, has become notorious in the 1980s for fighting crime. It's been the legal downfall of gangsters, drug runners, con men, inside traders, extortionists, embezzlers, and corrupt politicians. To take two examples: In 1985 U.S. Attorney Rudolph Giuliani used RICO to convict seven reigning New York Mafia kingpins of conspiracy and to put them in prison for up to 100 years each. Last December merely the threat of a RICO in court persuaded Drexel Burnham Lambert Inc., the nation's fifth-largest investment banking firm, to plead guilty to six criminal counts of wire, mail, and securities fraud and to agree to pay an unprecedented \$650 million in fines—even though Drexel had the best lawyers in the business and the financial resources to sustain a long and nasty court fight.

RICO is a prosecutor's dream. Simply put, the statute makes it criminal for any enterprise to conduct its affairs by means of a pattern of racketeering—i.e., by committing two or more illegal acts. Under conventional statutes, unrelated crimes, such as fraud and murder, say, or bribery and theft, are tried separately, and evidence of one crime is often inadmissible in a court case involving another. Under RICO, law-enforcement officials can prosecute a tangled web of narcotics trafficking, fraud, bribery, extortion, gambling, kidnapping, murder, and/or 30 other felonies as though they were one crime; in other words, prosecutors can show a pattern of criminal activity that makes conviction and a stiffer sentence likely.



But RICO is not a legal tool used only by prosecutors. The statute has a civil component, and in the last five to seven years non-criminal lawyers and their clients have been giving it teeth in courts across the land. Like criminal RICO, civil RICO permits injured parties to bring a suit charging that a business or individual has engaged in a pattern of fraudulent activity; unlike criminal RICO, the civil law provides for triple damages in the event a plaintiff wins.

In fact, civil RICO derives much of its considerable power from this provision for triple damages. Among other things, it gives defendants a large incentive to settle out of court. In February 1988, for example, a jury found that some 3,000 investors who had lost a total of \$20 million in a

California-based agricultural tax shelter had been defrauded, and it placed part of the blame on Laventhol & Horwath, an accounting firm that had prepared the shelter's financial projections and, according to the jury, deliberately aided the shelter promoter in committing securities laws violations. Before the jury could levy an award, the accountants, knowing that their liability under RICO was \$60 million, offered to settle out of court for a hefty \$15 million. The investors, who knew that the jury's finding could be overturned or delayed on appeal, accepted and—since they had already settled with other defendants—eventually recouped their full \$20 million.

"RICO levels the playing field," says Ronald Lovitt of Lovitt and Hannan, the San Francisco law firm that represented the investors. "Without the specter of treble damages, guilty defendants won't even pay single damages.

They know they can drag the process out forever through appeals."

Investors, small-business operators, consumers—all have begun employing RICO as a tool to fight what G. Robert Blakey, the statute's author and now a professor of law at the University of Notre Dame, calls "systematic fraud." Corporations—many of which have raised a hue and cry against civil RICO (*The Wall Street Journal* called it "the scourge of corporate directors, accountants, and others whose only link to a racket is a tennis court")—are finding creative uses for it

By Diane Goldner

MONEY & WORTH

too. Last August, Minpeco, a Peruvian government-owned minerals-trading company, won a RICO suit against the Hunt brothers and was awarded \$130 million. Minpeco convinced a Manhattan federal jury that the Hunts had conspired to drive up the price of silver in 1979, from \$9 to \$50 an ounce. At the time, the Peruvian company had contracts to sell silver for the going rate, betting the market price would drop below the price fixed in its contracts. When the price rose, the company lost millions, according to attorney Mark Cymrot, of Cole, Corette & Abrutyn in Washington, D.C., who represented Minpeco. The judge tripled the damages the jury found Minpeco had suffered.

"RICO goes right to the heart of civil fraud," says Cymrot, "just as it goes to the heart of criminal racketeering. RICO is a business-fraud statute."

There is a sequel to the Minpeco case: After the Hunts drove the price of silver sky-high in 1979, they couldn't maintain their manipulation of the market and the price bottomed out, hurting many thousands of small investors—who now have filed their own RICO suits against the Hunts. These suits will be aided by Minpeco's victory, according to the experts.

RICO is also being used to fight unions. Last May, Texas Air filed a suit against its pilots' and machinists' unions, charging that union complaints of airline safety violations were part of a pattern of racketeering. According to Texas Air, the unions are conspiring to scare away passengers, potential lenders, and investors in order eventually to buy the airline at a substantially reduced price. The unions deny the charges.

In spite of corporations' growing use of RICO, the law is highly controversial among businesspeople. Part of the reason is that the label "racketeer" automatically adheres to a losing defendant—something that a few congressmen and others (especially those on the losing end of RICO suits) have begun to object to. However, as Blakey points out, "To call a gangster but not a corporate crook a racketeer would be classism. RICO treats everyone alike."

A more widespread and clamorous complaint about civil RICO is that its provision for triple damages is overly severe. In fact, some executives, corporate lawyers, and

federal judges have claimed that the law coerces innocent defendants to settle baseless suits. But plaintiffs' lawyers make a different argument: They say that without triple damages, defrauded investors, consumers, and others are rarely granted full compensation for their losses. These lawyers also insist that triple damages act as a deterrent to fraud: If a company committing fraud believes it will be liable only for the amount it takes (juries don't always award punitive damages), then there is no disincentive to fraud. The threat of paying triple damages, these lawyers say, causes company executives to think twice before incurring liability.

"RICO can be a tremendous force for good," says Arthur Bryant, executive director of Trial Lawyers for Public Justice, Washington, D.C.-based public-interest law firm. Bryant himself is conducting a RICO suit against five manufacturers of "all terrain" vehicles, alleging that the manufacturers have fraudulently advertised the machines as safe. "RICO is the only federal law we have that creates a financial disincentive [to] consumer fraud," asserts Bryant.

Nevertheless, many businesses and other groups, including the National Association of Manufacturers and the American Bar Association, are lobbying the House and Senate to modify civil RICO. Lawyers predict that the "racketeering" language will be deleted from the act as early as this year but are less sure that the triple-damage provision will be excised. In the meantime, a few big companies facing the prospect of RICO suits are fighting for their economic health. Although part of the deal Drexel Burnham struck with the U.S. Attorney was that the government would not press RICO charges if the firm pleaded guilty to conventional fraud, hundreds of investors are expected to press civil suits charging the firm with RICO violations and seeking triple damage judgments, putting millions and maybe billions of dollars at stake.

And, of course, scores of smaller civil RICO suits are awaiting trial in federal courts across the country. RICO is most likely a law that's here to stay. ■

Diane Goldner writes on issues of business and the law.



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OFFENSES

§ 53a-155

§ 53a-154. Tampering with a juror: Class D felony

(a) A person is guilty of tampering with a juror if he influences any juror in relation to any official proceeding to or for which such juror has been drawn, summoned or sworn.

(b) Tampering with a juror is a class D felony.
(1969, P.A. 828, § 156, eff. Oct. 1, 1971.)

Historical Note

Prior Laws:	1930 Rev., §§ 6165, 6167.
1958 Rev., §§ 53-144, 53-146.	1918 Rev., §§ 6313, 6315.
1949 Rev., §§ 8482, 8484.	1902 Rev., §§ 1256, 1258.

Cross References

Duty of jurors, see § 51-245.

Library References

Obstructing Justice ⇐6.	C.J.S. Obstructing Justice or Governmental Administration §§ 3, 4, 18, 19.
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Notes of Decisions

In general 2	doubt. State v. Melechinsky (1982) 451 A.2d 585, 38 Conn.Sup. 464.
Validity 1	

1. Validity

Defendant convicted of attempted jury tampering did not meet burden of proving unconstitutionality of statutes involved in action beyond a reasonable

2. In general

Conversations with a juror, discussing the evidence and the principles on which the case should be decided, had with a view to influencing the juror's action, constitute embracery. Grannis v. Branden (1812) 5 Day 260, 5 Am.Dec. 143.

§ 53a-155. Tampering with or fabricating physical evidence: Class D felony

(a) A person is guilty of tampering with or fabricating physical evidence if, believing that an official proceeding is pending, or about to be instituted, he: (1) Alters, destroys, conceals or removes any record, document or thing with purpose to impair its verity or availability in such proceeding; or (2) makes, presents or uses any record, document or thing knowing it to be false and with purpose to mislead a public servant who is or may be engaged in such official proceeding.

(b) Tampering with or fabricating physical evidence is a class D felony.

(1969, P.A. 828, § 157, eff. Oct. 1, 1971.)

CONTACT -
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WALLINGFORD CO 5-04

Collusion /kəl(y)ʌ/. An agreement between two or more persons to defraud a person of his rights by the forms of law, or to obtain an object forbidden by law. It implies the existence of fraud of some kind, the employment of fraudulent means, or of lawful means for the accomplishment of an unlawful purpose. *Tomiyosu v. Golden*, 81 Nev. 140, 400 P.2d 415, 417. A secret combination, conspiracy, or concert of action between two or more persons for fraudulent or deceitful purpose.

In divorce proceedings, collusion is an agreement between husband and wife that one of them shall commit, or appear to have committed, or be represented in court as having committed, acts constituting a cause of divorce, for the purpose of enabling the other to obtain a divorce. But it also means connivance or conspiracy in initiating or prosecuting the suit, as where there is a compact for mutual aid in carrying it through to a decree. *Bizik v. Bizik*, Ind. App., 111 N.E.2d 823, 828. With the enactment of "no-fault" divorce statutes by most states, agreements or acts of collusion are no longer necessary.

Collusive action. An action not founded upon an actual controversy between the parties to it, but brought for purpose of securing a determination of a point of law for the gratification of curiosity or to settle rights of third persons not parties. Such actions will not be entertained for the courts will only decide "cases or controversies". *City and County of San Francisco v. Boyd*, 22 Cal.2d 685, 140 P.2d 666, 669, 670. See also **Collusion**.

Fraud. An intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right. A false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury. Any kind of artifice employed by one person to deceive another. *Goldstein v. Equitable Life Assur. Soc. of U. S.*, 160 Misc. 364, 289 N.Y.S. 1064, 1067. A generic term, embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or by suppression of truth, and includes all surprise, trick, cunning, dissembling, and any unfair way by which another is cheated. *Johnson v. McDonald*, 170 Okl. 117, 39 P.2d 150. "Bad faith" and "fraud" are synonymous, and also synonyms of dishonesty, infidelity, faithlessness, perfidy, unfairness, etc.

Elements of a cause of action for "fraud" include false representation of a present or past fact made by defendant, action in reliance thereupon by plaintiff, and damage resulting to plaintiff from such misrepresentation. *Citizens Standard Life Ins. Co. v. Gilley*, Tex. Civ. App., 521 S.W.2d 354, 356.

It comprises all a ssions, and concealments involving a breach of legal or equitable duty and resulting in damage to another. And includes anything calculated to deceive, whether it be a single act or combination of circumstances, whether the suppression of truth or the suggestion of what is false, whether it be by direct falsehood or by innuendo, by speech or by silence, by word of mouth, or by look or gesture. Fraud, as applied to contracts, is the cause of an error bearing on a material part of the contract, created or continued by artifice, with Frauds, Statute of. This is the common designation of a very celebrated English statute (29 Car. II. c. 3), passed in 1677, which has been adopted, in a more or less modified form, in nearly all of the United States. Its chief characteristic is the provision that no suit or action shall be maintained on certain classes of contracts or engagements unless there shall be a note or memorandum thereof in writing signed by the party to be charged or by his authorized agent. Its object was to close the door to the numerous frauds and perjuries. It is more fully named as the "statute of frauds and perjuries."

Uniform Commercial Code. U.C.C. § 2-201 provides that a contract for the sale of goods for the price of \$500 or more is not enforceable by way of action or defense unless there is some writing sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought or by his authorized agent or broker.

Fraudulent. Based on fraud; proceeding from or characterized by fraud; tainted by fraud; done, made, or effected with a purpose or design to carry out a fraud. See also **False and fraudulent**.

A statement, or claim, or document, is "fraudulent" if it was falsely made, or caused to be made, with the intent to deceive.

To act with "intent to defraud" means to act willfully, and with the specific intent to deceive or cheat; ordinarily for the purpose of either causing some financial loss to another, or bringing about some financial gain to oneself.

Fraudulent alienation. In a general sense, the transfer of property with an intent to defraud creditors, lienors, or others. In a particular sense, the act of an administrator who wastes the assets of the estate by giving them away or selling at a gross undervalue.

Fraudulent alienee /frɔːljənt əyl(i)ənɪ/. One who knowingly receives from an administrator assets of the estate under circumstances which make it a fraudulent alienation on the part of the administrator.

Fraudulent banking. Receipt of deposit by banker who knows that bank is insolvent at the time.

Fraudulent claims. See **False claim**.
Fraudulent concealment. The hiding or suppression of

on must be of an affirmative character and fraudulent. *Fundunburks v. Michigan Mut. Liability Co.*, Mich.App. 405, 234 N.W.2d 545, 547. The test of whether failure to disclose material facts constitutes fraud is the existence of a duty, legal or equitable, arising from the relation of the parties; failure to disclose a material fact with intent to mislead or defraud under such circumstances being equivalent to an actual "fraudulent concealment." Fraudulent concealment justifying a rescission of a contract is the intentional concealment of some fact known to the party charged, which is material for the party injured to know to prevent being defrauded; the concealment of a fact which one is bound to disclose being the equivalent of an indirect representation that such fact does not exist. See **Material fact**.

Fraudulent conversion. Receiving into possession money or property of another and fraudulently withholding, converting, or applying the same to or for one's own use and benefit, or to use and benefit of any person other than the one to whom the money or property belongs. See **Conversion**.

Fraudulent conveyance. A conveyance or transfer of property, the object of which is to defraud a creditor, or hinder or delay him, or to put such property beyond his reach. *Dean v. Davis*, 242 U.S. 438, 37 S.Ct. 130, 61 L.Ed. 419. Conveyance made with intent to avoid some duty or debt due by or incumbent on person making transfer. As constituting an act of bankruptcy, a gift or transfer of the bankrupt's property for little or no consideration at a time when the bankrupt is insolvent, or one which renders bankrupt's capital unreasonably small, or one made by bankrupt who believes that he will not be able to meet maturing obligations, or one made with actual intent to hinder and delay his creditors. Many states have adopted the Uniform Fraudulent Conveyances Act.

Fraudulent intent. Such intent exists where one, either with a view of benefiting himself or misleading another into a course of action, makes a representation which he knows to be false or which he does not believe to be true. *Ware Orenduff*, D.C.Ok., 226 F.Supp. 312, 314.

Fraudulent or dishonest act. One which involves bad faith, a breach of honesty, a want of integrity, or moral turpitude. *Hartford Acc. & Indem. Co. v. Singer*, 185 Va. 620, 39 S.E.2d 505, 507, 508.

Fraudulent preferences. See **Preference**.

Fraudulent representation. A false statement as to material fact, made with intent that another rely thereon, which is believed by other party and on which he relies and by which he is induced to act and does act to his injury, and statement is fraudulent if speaker knows statement to be false or if it is made with utter disregard of its truth or falsity. *Osborne v. Simmons*, Mo.App., 23 S.W.2d 1102, 1104. As basis for civil