

REQUEST FOR PROPOSALS

Legal Services For the Capital Region Development Authority

I. BACKGROUND

The Capital Region Development Authority (“CRDA”), formerly known as the Capital City Economic Development Authority, was established effective June 1, 1998 under Title 32, Chapter 588x of the General Statutes of Connecticut, as amended, and is a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut. CRDA was created to: (1) to stimulate new investment within the capital region and provide support for multicultural destinations and the creation of a vibrant multidimensional downtown; (2) to work with the Department of Economic and Community Development to attract through a coordinated sales and marketing effort with the capital region's major sports, convention and exhibition venues large conventions, trade shows, exhibitions, conferences, consumer shows and events; (3) to encourage residential housing development; (4) to operate, maintain and market the convention center; (5) to stimulate family-oriented tourism, art, culture, history, education and entertainment through cooperation and coordination with city and regional organizations; (6) to manage facilities through contractual agreement or other legal instrument; (7) to stimulate economic development in the capital region; (8) upon request from the legislative body of a city or town within the capital region, to work with such city or town to assist in the development and redevelopment efforts to stimulate the economy of the region and increase tourism; (9) upon request of the Secretary of the Office of Policy and Management, may enter into an agreement for funding to facilitate the relocation of state offices within the capital city economic development district; (10) in addition to the authority set forth in subdivision (9) of section 32-600, as amended by this act, to develop and redevelop property within the town and city of Hartford; and (11) to market and develop the capital city economic development district as a multicultural destination and create a vibrant, multidimensional downtown.

II. DESCRIPTION OF WORK

CRDA is requesting proposals from law firms with offices in the State of Connecticut for the following categories of legal representation: General Counsel, Bond Counsel, Labor Relations, and General Litigation.

CRDA is also requesting proposals from large and intermediate size law firms to represent CRDA in connection with the financing of various housing projects located in the Hartford area. CRDA will consider the complexity of the respective transactions when assigning individual projects.

It is CRDA's intent to select firms from among those who submit proposals to serve as the outside counsel for a period of up to three years. CRDA will assign work to firms, based on its sole judgement, taking into account the capacity and performance of these firms.

III. SUMMARY OF PROPOSALS

The following format should be followed in order to allow CRDA to have a working basis on which to compare one proposal with another. The elements within this outline are expected to be addressed in any submitted proposal; however, additions to it may be made where necessary for purposes of clarification or amplification.

- I. Executive Summary
- II. Technical Criteria
 - A. Organizational Capacity
 - B. Key Personnel
 - C. Understanding of work to be performed
 - D. Technical Experience of firm
 - 1. Services to other governmental entities;
 - 2. Service to other entities; and
 - 3. References
 - E. Commitment to Affirmative Action
- III. Rate Structure

IV. Completed Forms

- Signed Non-Discrimination Certification (Exhibit A)
- Signed Proposal Letter (Exhibit B)
- Signed Notification to Bidders Form (Attachment 1-Exhibit C)
- Signed Evidence of Non-Discrimination Form (Attachment 1 – Exhibit D)
- Completed Employment Information Form – (Attachment 1 – Exhibit E)
- Signed SEEC Form 10 (Exhibit F)

IV. **TECHINCAL REQUIREMENTS**

Each submission should address the following questions within the body of the above-referenced Summary of Proposal:

1. For what governmental/quasi-governmental entities in Connecticut do you serve as Counsel?
2. Besides serving as Counsel to CRDA, what additional functions or services do you think you might be able to offer CRDA? Please discuss which of these additional functions or services would not be billable and which would be billed, and the basis of such billing.
3. Please describe your firm's familiarity with CRDA and its activities.
4. Do you foresee any potential conflicts of interest arising from continued representation of the current clients of your firm and any engagements for CRDA, and if so, how would you address these conflicts?
5. Please provide the names of the partners and associates in your firm who would be assigned to CRDA, give a description of each person's experience, and indicate probable areas of responsibility.
6. Please provide a fee structure for the individuals identified in #5, and if your firm has discounted or downwardly adjusted rates for quasi-public agencies such as CRDA, please provide those rates as well.
7. Please provide a list of all Connecticut State Agencies with whom your firm is currently contracting, as well as the respective rates. If such rates are lower than the rates being submitted in this RFP, please discuss the reasoning for the difference in the rates.
8. Please state whether your firm or any member of your firm is under any order or other form of investigation with respect to any legal services it has provided.
9. Please provide, as references, a minimum of three (3) clients for which your firm has performed similar services as those described in this RFP. Please include the name, address, and telephone number of the contact person at each reference.

V. GENERAL REQUIREMENTS AND CONDITIONS

If your firm elects to respond to this RFP, submission of your proposal assumes the acceptance of the following understandings:

- a. All proposals in response to this RFP are to be the sole property of CRDA.
- b. CRDA reserves the right to reject, in its sole discretion, any or all proposals received in response to the RFP or to cancel the RFP if it is in the interest of CRDA.
- c. The proposal should describe the firm's overall approach, plans and qualifications for accomplishing the specific services that will be provided to CRDA.
- d. The price quoted includes all travel and related out-of-pocket expenses that will be incurred. Cost estimates will be considered as "not to exceed" quotations, except to the extent that the assumed scope is changed, against which time and expenses will be charged. CRDA as a political subdivision of the State of Connecticut is exempt from the payment of excise, transportation, and sales taxes therefore such taxes must not be included in the price quoted. Finally, the price quoted will be applicable to the entire term of the contract and will not be subject to alterations without the prior written consent of the Executive Director or the Deputy Director.
- e. Proposals received after the date and time stated cannot be considered.
- f. CRDA further reserves the right to make awards under this RFP without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical and price standpoint. CRDA reserves the right not to accept the lowest priced proposal.
- g. Proposals must be signed by any authorized officer of the firm. Proposals must also provide name, title, address and telephone number for individuals with CRDA to negotiate and contractually bind the firm, and for those who may be contacted for the purpose of clarifying the information provided.
- h. CRDA reserves the right to renegotiate or cancel the contract upon giving 30 days' written notice.

By reference, the above list of General Requirements is incorporated herein and is considered part of the agreement which the selected vendor will be asked to sign.

If your firm is interested in submitting a proposal, the following requirements should be observed:

1. Three copies of your proposal shall be delivered to the office of the Capital Region Development Authority, 100 Columbus Boulevard, Suite 500, Hartford, CT 06103-2819, no later than 3:00 p.m., August 3, 2020.
2. The proposal must clearly identify the category or categories of legal representation for which the proposer wishes to be considered. The submission should be placed in a sealed envelope identified as follows: "Proposal for Legal Services".
3. Firms submitting a proposal shall not contact any CRDA Board member or staff member other than Ms. Jennifer Gaffey, Office Manager at (860) 527-0100. All inquiries should also be directed to the above-mentioned individual.
4. If your firm elects to respond to this RFP, submission of your proposal assumes the acceptance of the following CRDA Standard Contracting Requirements (See Section VI below).

VI. CRDA STANDARD CONTRACT REQUIREMENTS

Any resulting Contractor shall adhere to the State's contracting requirements, to wit:

A. Entire Agreement

This Agreement embodies the entire agreement between CRDA and Contractor on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by both parties. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

B. Changes in Service

When changes in the services are required or requested by CRDA, Contractor shall promptly estimate their monetary effect and so notify CRDA. No change shall be implemented by Contractor unless it is approved by CRDA in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If CRDA determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and CRDA will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to CRDA hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to CRDA, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut.

Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

E. Labor and Personnel

At all times, Contractor shall utilize qualified personnel and any CRDA approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise CRDA promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. CRDA may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to CRDA to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the CRDA for any economic detriment caused the CRDA by such subcontract arrangement.

Contractor shall, if requested to do so by the CRDA, reassign from CRDA account any employee or authorized representatives whom CRDA, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, CRDA shall give ten (10) days' notice to Contractor of CRDA's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy CRDA that the employee should not be reassigned; however, CRDA's decision in its sole discretion after such five (5) day period shall be final. Should CRDA still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from CRDA's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In case of known conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to CRDA for clarification. CRDA shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions that are performed by Contractor prior to clarification by CRDA shall be at Contractor's risk.

G. Indemnification

Contractor hereby indemnifies and shall defend and hold harmless the CRDA, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from CRDA. In the event that such information is requested from the Contractor by a judicial order or that such information already exists in the public domain, Contractor shall be released from this obligation.

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the CRDA at all times, and Contractor shall furnish all information concerning the services.

The CRDA or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The CRDA will give the Contractor at least twenty-four (24) hours' notice of such intended examination. At CRDA's request, the Contractor shall provide CRDA with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to CRDA's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the CRDA and shall make them available for inspection and audit by the CRDA.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the CRDA, in accordance with the provisions of CT General Statutes § 7-396a.

J. Insurance

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

<u>Coverage:</u>	<u>Minimum Amounts and Limits</u>
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1. Professional Liability insurance, covering the named insured in an amount not less than \$1,000,000 for errors and omissions. The Contractor shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the indemnification clause in this contract as the same relates to negligent acts, errors, or omissions in the work performed by the Contractor.

2. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:
 - a. Bodily Injury Insurance meeting Connecticut statutory requirements;
 - b. Property Damage Insurance meeting Connecticut statutory requirements;

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the CRDA at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the CRDA prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by CRDA or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by CRDA, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the CRDA, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (1) in any advertising, publicity, promotion; or
- (2) to express or to imply any endorsement of Contractor's products or services; or
- (3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the CRDA. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

All information and data provided to Contractor by CRDA or developed internally by Contractor with regard to CRDA will be treated as proprietary to CRDA and confidential unless CRDA agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by CRDA or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide

advance notice to CRDA of the need for the disclosure and will not disclose absent consent from CRDA. In the event that such information is requested from the Contractor by a judicial order or that such information already exists in the public domain, Contractor shall be released from this obligation.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify CRDA of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to CRDA.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of this Agreement. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of this Agreement as it may be amended will render the contract voidable at the option of the CRDA upon notice to the Contractor. Contractor warrants that it will hold CRDA harmless from any liability which may be imposed upon CRDA as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination and Executive Orders

The non-discrimination clause on the reverse side of page 1 of Form CO 802-A, attached hereto, is superseded and the following is inserted in lieu thereof:

(a) For the purposes of this Section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any Agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- (b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56, as amended by Section 5 of Public Act 89-253, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56, as amended by Section 5 of Public Act 89-253; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.
- (g) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §46a-56; the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the CRDA and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the CRDA and CRDA may so enter.

R. No Recourse

It is expressly understood and agreed that the directors, officers and employees and agents of CRDA are acting in a representative capacity and not for their own benefit and that there shall be no recourse or claim under this Agreement against any such person in any circumstances. Contractor further acknowledges that CRDA is not a department, institution or agency of the State of Connecticut and agrees that it shall have no recourse or claim under this Agreement against the State or any of its officers, employees or agents in any circumstances.

S. Assignability

This Agreement shall not be assigned by either party without the express prior written consent of the other.

T. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

U. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

V. Third Parties

CRDA shall not be obligated or liable hereunder to any party other than the Contractor.

W. Non Waiver

In no event shall the making by CRDA of any payment to the Contractor constitute or be construed as a waiver by CRDA of any breach of covenant, or any default that may then exist, on the part of the Contractor and the making of any such payment by CRDA while any such breach or default exists shall in no way impair or prejudice any right or remedy available to CRDA in respect to such breach or default.

X. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of CRDA, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

Y. Large State Contracts

Pursuant to C.G.S. §§ 4-250 and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift certification, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift certification shall also execute and file a campaign contribution certification disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

Z. Governor M. Jodi Rell's Executive Order No. 7C

Pursuant to Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10, Contractor shall comply with the certification requirements of Conn. Gen. Stat. §§ 4-250 and 4-252, and Gov. M. Jodi Rell's Executive Order No 1, for all personal service agreement contracts with a value of \$50,000 or more in a calendar or fiscal year by executing and filing the respective certifications with CRDA.

AA. Disclosure of Consulting Agreements

Pursuant to Connecticut General Statutes § 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

BB. Retaliation Prohibition

Pursuant to CT Gen. Stat. § 4-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state contractor in retaliation for such employee's disclosure of information to any employee of the contracting Quasi-public agency or the Auditors of Public Accounts or the Atty. General under the provisions of CT Gen. Stat. § 4-61dd(a). Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be

deemed to be a separate and distinct offense. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in CT Gen. Stat. § 4-61dd, a "large state contract" means a contract between an entity and a ... quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a quasi-public agency.

CC. Campaign Contribution and Solicitation Prohibitions

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

DD. Forum and Choice of Law.

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Licensee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

EE. Counterparts.

This Agreement may be executed in counterparts, and each counterpart shall constitute an original, but all of which together shall constitute one and the same agreement.

End of RFP Document

EXHIBIT A



**STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Entity
For Contracts Valued at Less Than \$50,000**

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____ , _____ , of _____ ,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____ ,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Date

EXHIBIT B

PROPOSAL LETTER CAPITAL REGION DEVELOPMENT AUTHORITY

It is understood and agreed that we have read CRDA specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

Respectfully submitted,

Legal Name of Bidder

Date

Authorized Signature (original) (Typed Name)

Title

Street Address

Telephone No.

City, State, Zip Code

Fax No.

Social Security OR Federal Tax Payer ID No.

E-mail Address

Remittance Address (if different from street address)

City, State, Zip Code

Location of Bidder

Bidder is: Individual Partnership Corporation* Joint Venture

State of Incorporation: Connecticut Other:

Is Corporate Seal Available In Connecticut: Yes** No

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.

Attachment 1
CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

NOTE: - THESE REQUIREMENTS APPLY TO ALL CONTRACTORS - INCLUDING GRANTEES AND INDIVIDUALS

Connecticut General Statute Section 4a-60 was adopted to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. To carry out the provisions of the Statute, the Commission on Human Rights and Opportunities developed Regulations concerning Contract Compliance and approval of Contract Compliance Programs which impose certain obligations on State agencies as well as contractors doing business with the State of Connecticut.

These regulations require that as an awarding agency, in this instance, the Capital City Development Authority (CRDA), must consider the following factors in its selection of any contractor:

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- The bidder's success in developing an apprenticeship program complying with Connecticut General Statutes Sections 46a-68-1 to 46a-68-17, inclusive.
- The bidder's submission of Employment Information Form or EEO-1/ EEO-4 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

In order to assess the factors above, contractors are required to provide CRDA with information about their organizations.

Information Forms are provided, with instructions, (see Attachments) that must be completed, signed by responsible parties and returned to CRDA with the response to the Request for Proposals.

VENDOR'S PACKAGE

- The following forms are **MANDATORY** and must be completed and returned to this agency with the response to the Request for Proposal or the Grant Application.
 1. Notification to Bidders Form
 2. Evidence of Nondiscrimination Form
 3. Employment Information Form

If the vendor submitting the bid files an EEO-1 or an EEO-4 form with the Federal Government, a copy of the EEO-1 or EEO-4 may be attached to the Employment Information Form in lieu of completion.
- Definitions and descriptions to assist in completing the Employment Information Form

CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the state, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans. . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women ... (5) Asian Pacific Americans and Pacific Islanders; or (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 32-ne of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirement:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Connecticut General Statutes Sections 46a-68-1 to 46a-68-17 inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

Signature

Title

Date

On behalf of:

Vendor Name

Street Address

City State Zip

Federal Employee Identification Number
(FEIN)

Attachment 1 – Exhibit D

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

EVIDENCE OF NONDISCRIMINATION FORM

Vendor Name		
Street Address		
City	State	Zip
Contact Person	Title	
()		
Telephone Number		

We have read the extract provided of C.G.S. Section 4a-60 and Connecticut State Agencies' Regulations Section 46a-68j-23 and agree with the principles expressed therein. We offer as evidence of nondiscrimination and of our agreement and ability to meet contract compliance regulations one or more of the following factors and have enclosed appropriate, related documentation. Note: If the vendor/bidder/contractor is an individual and does not employ anyone, please check here [] and sign below.

FACTORS

EVIDENCE ENCLOSED

- | | |
|--|----------------------------------|
| (a) success in implementing an Affirmative Action Plan; | _____
_____ |
| (b) success in developing an apprenticeship program in compliance with Connecticut General Statutes Sections 46a-68-1 to 47a-68-17 inclusive; | _____

_____ |
| (c) promise to develop and implement a successful affirmative action plan; | _____
_____ |
| (d) submission of Employment Information Form or EEO-1/EEO-4 data indicating that the composition of its workforce is at or near parity in the relevant labor market area; and | _____

_____ |
| (e) promise to set aside a portion of the contract for legitimate minority business enterprises. | _____
_____ |

Signature	Title	Date
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Attachment 1 – Exhibit E

This form is **MANDATORY** and must be completed, signed, and returned with the vendor’s bid.

EMPLOYMENT INFORMATION FORM

WORKFORCE ANALYSIS AFFIRMATIVE ACTION REPORT

Vendor/Bidder/Contractor _____

Contact Person _____

Date _____

Address _____

Telephone _____

Bid Number _____

Report all permanent full-time or part time employees, including apprentice and on the job trainees. Enter the numbers on all lines and in all columns.

JOB CATEGORIES	OVERALL TOTALS (Sum of all col: A-E Male & Female)	A WHITE (Not of Hispanic Origin)		B BLACK (Not of Hispanic Origin)		C HISPANIC		D ASIAN or PACIFIC ISLANDER		E AMERICAN INDIAN ALASKAN NATIVE		F PHYSICALLY DISABLED	
		Male - - - - -	-Female	Male - - - - -	-Female	Male - - - - -	-Female	Male - - - - -	-Female	Male - - - - -	-Female	Male - - - - -	-Female
Officials & Managers													
Professional													
Technicians													
Sales Workers													
Office and Clerical													
Craft Workers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTALS of ABOVE													
Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No							Explain:						
If CT based, do you post all employment openings with the State of CT Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No							Explain:						
Do you implement a written Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No							Explain:						
DESCRIBE YOUR RECRUITMENT, HIRING, TRAINING, AND PROMOTION ANTIDISCRIMINATION PRACTICES													

I am an individual with no employees. (Please sign below. Print or type name beneath signature.)

I have submitted a Federal EEO-1 or equivalent. See attachment. (Please sign below. Print or type name beneath signature.)

Signature _____

Title _____

Date _____

DEFINITIONS OF RACES AND OCCUPATIONS

RACE/ETHNIC IDENTIFICATION

- A. WHITE - (not of Hispanic origin) - All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.
- B. BLACK - (not of Hispanic origin) - All persons having origins in any of the Black racial groups of Africa.
- C. HISPANIC - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.
- D. ASIAN OR PACIFIC ISLANDER - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
- E. AMERICAN INDIAN OR ALASKAN NATIVE - Persons have origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- F. PHYSICALLY DISABLED - Persons who have any chronic physical handicap, infirmity or impairment, whether congenital or resulting from bodily injury, organic processes or changes or from illness, including but not limited to blindness, epilepsy, deafness or hearing impaired or reliance on a wheelchair or other remedial appliance or device.

DESCRIPTION OF JOB CATEGORIES

- 01. OFFICIALS AND MANAGERS - Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Include officials, executives, middle management, plant managers, department managers, department manager and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.
- 02. PROFESSIONALS - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes accountants and auditors, airplane pilots, and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.
- 03. TECHNICIANS - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two years of post high school education such as offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes computer programmers, drafters, engineering aids, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians, (medical, dental, electronic, physical science), and kindred workers.
- 04. SALES WORKERS - Occupations engaging wholly or primarily in direct selling; Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.
- 05. OFFICE AND CLERICAL WORKERS - Includes all clerical-type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

06. CRAFT WORKERS (SKILLED) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.
07. OPERATIVES (SEMI-SKILLED) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.
08. LABORERS (UNSKILLED) - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes; garage laborers, car washers and greasers, gardeners (except form) and groundskeepers, longshoremen and stevedores, lumbermen, digging, mixing, loading, and pulling operations, and kindred workers.
09. SERVICE WORKERS - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.
10. APPRENTICES - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.
11. TRAINEES - Persons engaged in formal training for craft workers when not trained under apprentice programs - operative, laborer, and service occupations; also persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.

EXHIBIT F

