

Instructions to Bidders

Project: Connecticut Regional Market – Roof Framing Structural Repairs, Buildings A&B
CRDA Project # 21-003

Location 101 Reserve Road
Hartford, Connecticut

Table of Contents

LEGAL NOTICE – INVITATION TO BID3

PART 1 – PROJECT DESCRIPTION

1.1 Project Description4
 1.2 Bid Due Date4
 1.3 Project Description4
 1.4 Project Schedule.....5

PART 2 – PROJECT SCOPE OF WORK & PHASING

2.1 Bid Item #1 – General Provisions 5
 2.2 Bid Item #2 – Shop Fab & Install of New Steel Shoe Support Plates 5
 2.3 Bid Item #3 – Removal and Reinstallation of the Existing Suspended Ceilings..... 6
 2.4 Bid Item #4 – Lift(s) 6
 2.5 Bid Item #5 – Staging6
 2.6 Bid Item #6 – Poly Containment Wall6
 2.7 Bid Item #7 – Temporary Protection6

PART 3 – BID FORM

Bid Form, Bid Item #1 7
 Bid Items #2 - #5 8
 Bid Items #6 - #8 9
 Addenda Acknowledgement 10
 Subcontractor List 10
 General Statement 11
 Signature of Bidder 11

PART 4 – GENERAL INFORMATION

4.1 Definitions 12
 4.2 Bidder's Representations 12
 4.3 Bidding Documents 13
 4.4 Interpretation or Correction of Bidding Documents 13
 4.5 Substitutions (Not Applicable)..... 13
 4.6 Addenda 14
 4.7 Payment Bond Requirements 14
 4.8 Insurance 14
 4.9 Prevailing Wage – (Not Applicable) 14
 4.10 State Labor Standards Provisions, Laws and Regulations 14
 4.11 DAS Contractor Prequalification Certification – (Not Applicable) 15
 4.12 Incurring Cost 15

PART 5 – COMPLIANCE REQUIREMENTS AND CERTIFICATIONS

5.1 Non-Discrimination in Employment 15
 5.2 Intentionally Deleted 16

PART 6 – GENERAL AND SPECIAL CONDITIONS

6.1 Taxes 16
 6.2 Miscellaneous 16

PART 7 – BID PROCEDURES AND SUBMISSION REQUIREMENTS

7.1 TIMELINE 17
 7.2 Pre Bid Conference 17
 7.3 Bidder Question Procedure 17
 7.4 Preparation and Submission of Bid 18
 7.5 Bid Surety (not applicable) 19
 7.6 Modification or Withdrawal of Bid 19
 7.7 Post Bid Scope Review Meeting 19
 7.8 Consideration of Bids 19
 7.9 Acceptance of Bid 20

Document Appendix 21
 Conflict of Interest Statute 21
 Attachment 1, List of Bid Forms 22
 Attachment 2, Labor Rates 23
 Attachment 3, Project Experience 24
 Attachment 4, Macchi Engineers, Inc. 12/5/19 Report..... Attached
 Attachment 5, General Conditions Certification 25
 Schedule A, Part 3 – Bid Form (from ITB) Attached
 Schedule B, Standard Vendor Terms and Conditions 26

LEGAL NOTICE – INVITATION TO BID**Connecticut Regional Market – Roof Framing Structural Repairs, Buildings A&B
CRDA PO # 21-003**

RM Bradley Management Corporation (RM Bradley) is undertaking Roof Framing Structural Repairs to Buildings A&B at the Connecticut Regional Market (Market) located at 101 Reserve Road, Hartford, CT on behalf of the Capital Region Development Authority (CRDA). Sealed bids for this project must be received by RM Bradley at 225 Asylum Street, 15th Floor, Hartford, CT 06103, Attention: Holly Dupont with a copy emailed to hdupont@rmb Bradley.com, by **1:00 PM on September 21, 2020**, after which time they will be publicly opened and read.

This project consists of remedial work to strengthen the bearing ends of some of the concrete roof joists located in Buildings A & B at the Market. This includes welding in new steel shoe support plates to help support the entire shear of the I-joists. Installation of these new support plates will require removal of the existing suspended ceilings in locations and will require field welding. Some locations will require staging above walk-in coolers.

This Invitation to Bid including floor Plans and a report by Macchi Engineers, Inc. are available for viewing and downloading on the State Contracting Portal at <http://das.ct.gov>, and the CRDA website http://www.cceda.net/about_us/rfps_contracts.html, and may be examined at the property management office at the Regional Market, 101 Reserve Road, Hartford, (contact Mark Brodeur at 860-622-9236 for an appointment).

Bidders are advised that a good faith effort is required for participation in this contract by Small Business Enterprises (SBE) and Minority Business Enterprises (MBE). The SBE goal is twenty-five (25) percent of the contract value, with twenty-five (25) percent of that amount (6.25 percent of the overall project) as the MBE goal.

A **mandatory pre-bid meeting** will be held at the project site at the Market at **9:00 AM on September 4, 2020**.

RM Bradley reserves the right to reject any or all bids and to waive any or all informalities or technical defects, if it is deemed to be in the best interest of the Project.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

PART 1 – PROJECT DESCRIPTION

1.1 PROJECT **Connecticut Regional Market – Roof Framing Structural Repairs
Buildings A&B
CRDA 21-003**

1.2 BID DUE DATE: **September 21, 2020**
TIME: 1:00 PM

1.3 PROJECT DESCRIPTION

RM Bradley Management Corporation (RM Bradley) is seeking bids for the following project:

Buildings A&B at the Market are single story structures. It is our understanding the buildings were constructed sometime during the 1940s. Typical roof construction is comprised of 14-inch precast concrete I-joists that span 20 to 24 feet between 14-inch steel wide flange girders. The precast joists are spaced at approximately 8 feet o.c. and support timber decking. The precast members are flush framed into web of the steel girders and are secured with bolts. The details at the connections vary slightly throughout the facility. At some locations it appears that the joists bear on the steel girder bottom flange and at other locations they do not.

Cracking and deterioration have been observed at the bearing support ends of a number of the concrete roof joists throughout Buildings A and B. Previous repairs were completed in 2002. Macchi Engineers, Inc. completed visual inspections in August and September of 2019 and issued a Report dated December 5, 2019, attached hereto as Attachment 4. The Report identifies 106 locations where repairs are required. A number of locations were not accessible to the inspecting engineer, so it is assumed that there will be additional repairs required in those locations. The Report also includes Sketch SK-S1 that details the typical repair.

The project consists of remedial work to strengthen the ends of the concrete I-Joists identified in the report and that may exist in the inaccessible areas. This includes welding in new steel shoe support plates to help support the entire shear of the I-joists as indicated in Sketch SK-S1. Installation of these new support plates will require:

- a) Removal and reinstallation of the existing suspended ceilings in some locations
- b) Staging over obstructions in some locations
- c) Guards and Protection
- d) Shop Fabrication, note due to varying conditions observed in the field, the dimensions and elevations at each location will need to be verified by the contractor prior to fabrication.
- e) Field welding.

The successful Bidder must have proven experience and qualifications for the work outlined above.

This will be a unit cost contract. The Unit Cost for the structural repairs will include all labor, materials and equipment required for shop fabrication and installation of the repair. Bid Items for removal and reinstallation of the existing suspended ceilings, lifts, staging, guards and protection and include estimated quantities on the Bid Form. Estimated Quantities are provided to serve as a basis for bid comparison, selection and award.

All Bid Item Unit Costs shall include all labor, materials, equipment, overhead and profit and any and all other items required to complete each specific Bid Item.

RM Bradley, at its sole discretion, will determine priority and specific areas to be completed in order to remain within funding restraints. Payment for Unit Cost line items will be based on in-place work to be verified by field measure.

Bidders are advised that the Connecticut Regional Market is an operating facility. The successful bidder shall cooperate with RM Bradley, market operations and individual tenants and develop a sequence plan that will facilitate on-going market operations. Dust control in operating areas is extremely important. Repairs in some food preparation areas will require off-hours work which will consist of an 8-hour shift following the tenant's normal work hours which are typically early in the day. Overtime pay will not be considered for these off-hours work.

Bidders are advised that a good faith effort is required for participation in this contract by Small Business Enterprises (SBE) and Minority Business Enterprises (MBE). The SBE goal is twenty-five (25) percent of the contract value, with twenty-five (25) percent of that amount (6.25 percent of the overall project) as the MBE goal.

Bidders are advised that funding for this project is limited to \$ 98,000, therefore it is **NOT** subject to the prevailing wage requirements of Connecticut General Statutes Section 31-53. Additional Scope may be added to this contract if additional funding becomes available.

RM Bradley reserves the right to reject any or all bids and to waive any or all informalities or technical defects, if it is deemed to be in the best interest of the Project.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

1.4 PROJECT SCHEDULE

The successful Bidder will mobilize within two weeks of Notice of Award and submit a proposed schedule for completion of all work.

PART 2 – PROJECT SCOPE OF WORK

This project includes, but is not limited to:

2.1 Bid Item #1 – General Provisions (Lump Sum)

- A. General Mobilization/Demobilization
- B. Provision of Insurance

2.2 Bid Item #2 – Shop Fabrication and Installation of New Steel Shoe Support Plates (Unit Cost per Repair):

The Bid Item #2 Unit Cost shall include the following Scope of Work including all fees, general conditions, general requirements, off-hours shift work if required, overhead and profit:

- A. Provide schedule coordination of repair with market operations and individual tenants.
- B. Due to varying conditions at each repair, Field measure to verify the dimensions and elevations at each location prior to fabrication. Coordinate variances and any required changes to SK-S1 with the engineer.
- C. Provide shop fabrication of the Steel Shoe Support Plates.
- D. Coordinate implementation of Bid Items #3, 4, 5, 6 and 7 as required.
- E. Provide preparation of existing 14" girder for welding of Steel Shoe Support Plates.
- F. Provide welding shield(s) if required.

- G. Install Steel Shoe Support Plates including field welding.
- H. Provide clean-up and disposal of debris.

2.3 Bid Item #3 – Removal and Reinstallation of the Existing Suspended Ceilings (Labor Unit Cost and Material Allowance):

The Bid Item #3 Unit Cost shall include the following Scope of Work including all fees, general conditions, general requirements, off-hours shift work if required, overhead and profit:

- A. Provide an hourly rate for labor as required to remove and reinstall existing suspended acoustical ceiling grid and pads.
- B. Provide an Allowance of \$ 3,000 for repair materials.
- C. Provide an Allowance of 5,000 for electrical work.

2.4 Bid Item #4 – Lift(s) (Monthly Rental Cost):

The Bid Item #4 Unit Cost shall include the following Scope of Work including all fees, general conditions, general requirements, off-hours shift work if required, overhead and profit:

- A. Provide a monthly rental cost for required lift(s).
- B. Provide delivery and pick-up charges if required.

2.5 Bid Item #5 – Staging (Labor Unit Cost and Staging Rental Allowance):

The Bid Item #5 Unit Cost shall include the following Scope of Work including all fees, general conditions, general requirements, off-hours shift work if required, overhead and profit:

- A. Provide an hourly rate for labor as required to install and remove staging where required.
- B. Provide a monthly rental cost for required staging.
- C. Provide delivery and pick-up charges if required.

2.6 Bid Item #6 – Poly Containment Wall (Labor Unit Cost and Material Allowance):

The Bid Item #6 Unit Cost shall include the following Scope of Work including all fees, general conditions, general requirements, off-hours shift work if required, overhead and profit:

- A. Provide an hourly rate for labor as required to install and remove a poly-wall containment (zip wall or equivalent where required).
- B. Provide an Allowance of \$ 1,500 for poly-wall materials.

2.7 Bid Item #7 – Temporary Protection (Labor Unit Cost and Material Allowance):

The Bid Item #7 Unit Cost shall include the following Scope of Work including all fees, general conditions, general requirements, off-hours shift work if required, overhead and profit:

- A. Provide an hourly rate for labor as required to install and remove temporary protection as required.
- B. Provide an Allowance of \$ 3,000 for protection materials.

PART 3 – BID FORM

PROJECT Connecticut Regional Market – Roof Framing Structural Repairs
 CRDA 21-003
 101 Reserve Road. Hartford. CT

 Bidder’s Company Name

 Date

To: RM Bradley Management Corp
 225 Asylum Street, 15th Floor
 Hartford, CT 06103
hdupont@rmbradley.com

The undersigned, having inspected the site and familiarized ourselves/myself with the local conditions affecting the cost of the work and the this Invitation to Bid: Instruction to Bidders and related documents on file at the Capital Region Development Authority, hereby propose to provide all labor, materials, tools, equipment and transportation necessary to complete Connecticut Regional Market Roof Framing Structural Repairs for the Composite Price of

DOLLARS (\$)

This Composite Bid Price shall equal the total of Bid Items #1 – 7. The cost of each Bid Item is calculated by the total of the Bidder’s Bid Item Price multiplied by the quantity provided.

Each Bid Item Price listed below shall be in accordance with Part 2 above and include all fees, general conditions, general requirements, off-hours shift work if required, overhead and profit and all other items required to complete the Work of that specific Bid Item.

Submitted herewith is the Bid Price Itemization including an amount for all project components required by the Bid Documents. The sum of all listed components shall equal the Bid Composite Price.

Submitted herewith are all the forms as listed in the Instructions to Bidders, in accordance with these Instructions to Bidders.

We/I acknowledge that RM Bradley, at its sole discretion, will determine priority and specific areas to be completed in order to remain within funding restraints. Payment for Unit Cost Items will be based on in-place work to be verified by field measure.

3.1 Bid Item #1 – General Provisions

A. Cost for Mobilization and Demobilization \$ _____
 Lump Sum

B. Provision of Insurance \$ _____
 Lump Sum

3.2 Bid Item #2 – Shop Fabrication and Installation of New Steel Shoe Support Plates:

Cost for the scope of work defined in Section 2.2 including all labor, materials, equipment, administration, fees, shop time, general conditions, general requirements, off-hours shift work if required, overhead and profit:

$$100 \text{ repairs @ } \frac{\text{_____}}{\text{Bid Item Price}} / \text{ea} = \$ \frac{\text{_____}}{\text{Total Cost}}$$

3.3 Bid Item #3 – Removal and Reinstallation of the Existing Suspended Ceilings:

Cost for the scope of work defined in Section 2.3 including all labor, materials, equipment, administration, fees, general conditions, general requirements, overhead and profit:

$$80 \text{ hrs x } \text{_____} \text{ persons @ } \frac{\text{_____}}{\text{Bid Item Price}} / \text{hrs for crew} = \$ \frac{\text{_____}}{\text{Total Cost}}$$

Repair Material Allowance	\$ <u>3000.00</u>
	Allowance

Electrical Work Allowance _____	\$ <u>5,000.00</u>
Hourly Unit Price	Allowance

3.4 Bid Item #4 – Lift(s):

Cost for man lift rental as defined in Section 2.4 including administration, fees, general conditions, general requirements, off-hours shift work if required, overhead and profit:

$$1 \text{ month @ } \frac{\text{_____}}{\text{Bid Item Price}} / \text{month} = \$ \frac{\text{_____}}{\text{Total Cost}}$$

$$\text{Deliv/Pick-up } \text{_____} / \text{ea @ } \frac{\text{_____}}{\text{Bid Item Price}} / \text{ea} = \$ \frac{\text{_____}}{\text{Total Cost}}$$

3.5 Bid Item #5 – Staging:

Cost for the scope of work defined in Section 2.5 including all administration, fees, general conditions, general requirements, off-hours shift work if required, overhead and profit:

$$80 \text{ hrs x } \text{_____} \text{ persons @ } \frac{\text{_____}}{\text{Bid Item Price}} / \text{hrs for crew} = \$ \frac{\text{_____}}{\text{Total Cost}}$$

$$1 \text{ month @ } \frac{\text{_____}}{\text{Bid Item Price}} / \text{month} = \$ \frac{\text{_____}}{\text{Total Cost}}$$

$$\text{Deliv/Pick-up } \text{_____} / \text{ea @ } \frac{\text{_____}}{\text{Bid Item Price}} / \text{ea} = \$ \frac{\text{_____}}{\text{Total Cost}}$$

3.6 Bid Item #6 – Poly Dust Containment Wall:

Cost for the scope of work defined in Section 2.6 including all administration, fees, general conditions, general requirements, off-hours shift work if required, overhead and profit:

80 hrs x _____ persons @ _____ /hrs for crew	= \$ _____	
Bid Item Price		Total Cost
Poly-Wall Materials	\$ _____	1,500.00
	Allowance	

3.7 Bid Item #7 – Temporary Protection:

Cost for the scope of work defined in Section 2.7 including all administration, fees, general conditions, general requirements, off-hours shift work if required, overhead and profit:

80 hrs x _____ persons @ _____ /hrs for crew	= \$ _____	
Bid Item Price		Total Cost
Poly-Wall Materials	\$ _____	1,500.00
	Allowance	

3.8 Bid Item #8 – Project Schedule:

Contractor will commence work two weeks following Contract Award and complete all repairs and associated work within:

_____ weeks

BID FORM

BF/2

**CONNECTICUT REGIONAL MARKET – ROOF FRAMING STRUCTURAL REPAIRS
HARTFORD, CONNECTICUT**

Bidder's Name: _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda:

ADDENDUM NUMBER

DATE OF ADDENDUM

SUBCONTRACTOR'S LIST (If applicable)

(1) Name _____

Address _____

Work Scope _____

(2) Name _____

Address _____

Work Scope _____

(3) Name _____

Address _____

Work Scope _____

BID FORM

BF/3

**CONNECTICUT REGIONAL MARKET – ROOF FRAMING STRUCTURAL REPAIRS
HARTFORD, CONNECTICUT**

Bidder's Name: _____

GENERAL STATEMENT

The information in this Bid is correct to the best information, knowledge and belief of the undersigned. The undersigned has checked all of the above figures and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all technicalities and informalities in connection therewith, including negotiating with the selected bidder or bidders, all as may be in the best interest of the Owner. It is agreed that this Bid may not be withdrawn for a period of 60 days from the time of opening.

The undersigned declares that the person or persons signing this bid is/are fully authorized to sign on behalf of the firm listed, to all of the Bid's conditions and provisions thereof.

It is agreed that no persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this Bid or the contract that may be entered into as a result of this Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.

It is agreed that the undersigned has complied and/or will comply with all requirements of local, state or national laws, and that no legal requirements has been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

SIGNATURE OF BIDDER

Date _____ day of _____ 20 _____

Firm Name _____

(Seal)

Address _____

Signature _____

Name Typed _____

Title _____

Witness _____ Telephone _____

PART 4 – GENERAL INFORMATION**4.1 Definitions**

- A. Bidding Requirements shall include:
1. The Instructions to Bidders (“ITB”) including all Attachments and Schedules
 2. The Bid Form
 3. All Bid Documents and forms Listed in Attachment 1
 4. Requirements of Schedule A
- B. Contract Documents
1. Signed and Sealed Bid Submission Documents
 2. Bid Documents, Attachments and Schedules
 3. Addenda issued prior to execution of the Contract.
- C. Lump Sum Bid Item = an amount stated on the Bid Form as a lump sum price for materials, equipment labor and/or services INCLUDING OVERHEAD AND PROFIT for a portion of the Work identified on the Bid Form.
- D. Owner = The owner of the Connecticut Regional Market is the Capital Region Development Authority (CRDA) 100 Columbus Boulevard, Suite 500, Harford, CT 06103-2819, Phone: (860) 527-0100. The project is funded by the State of Connecticut. Funds will be administered by the CRDA. RM Bradley Management Corporation, 225 Asylum Street, 15th Floor, Hartford, CT 06103, will hold the repair contract and oversee construction. Where “Owner” is referenced in the RFP and contract documents, it shall mean RM Bradley.
- E. RM Bradley’s Designated Representative for Bid Administration: Holly Dupont
- F. RM Bradley’s Designated Representative for Construction Administration: Holly Dupont
- G. Unit Price Bid Item – an amount stated on the Bid Form as a price per unit of measurement for materials, equipment labor and/or services INCLUDING OVERHEAD AND PROFIT for a portion of the Work identified on the Bid Form. The Unit Cost Line Item Total is derived by multiplying the quantity provided on the Bid Form by the Bidder’s Unit Price. A Unit Cost Line Item is identified on the Bid Form by a quantity and blank for the bidder to insert the Unit Price.
For example: 4,000 LF @ _____ /LF = \$ _____

4.2 Bidder's Representations

- A. By making a Bid, the Bidder represents that:
1. The Bidder has carefully examined the Bidding Documents, the requirements are clear, and concurs with them. The Bid is made in full agreement with those requirements.
 2. The Bidder understands the requirements of the Bidding Documents to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.
 3. The Bidder and appropriate Sub-bidders have visited the site, have become familiar with local conditions under which the Work is to be performed, site conditions, logistics and have correlated the Bidder's personal observations with the requirements of the Bidding Documents.
 4. The submission of a bid or proposal by a contractor for the whole or any part of the work contained in the specifications shall constitute an acceptance by such contractor of the terms and conditions of all duly promulgated ordinances and regulations of the Location (Town or City) that the Work is being

performed at to the extent the same are applicable; and a contract awarded in response to such bid or proposal shall be deemed to incorporate all such pertinent ordinances and regulations.

- 5 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception or qualification.
- 6 The Bidder has not colluded with any other person in regard to any Bid or sub-bid submitted.

4.3 Bidding Documents

- A. Documents are available only in complete sets
 1. Copies of the Bidding Documents are made available for the sole purpose of obtaining Bids on the Work. No license or permission is granted for any other use of the Bidding Documents.
 2. The Invitation to Bid, Bid Documents and any Addendums will be available through the State of CT State Contracting Portal.
 3. Bid documents may be examined at the property management office at the Regional Market, 101 Reserve Road, Hartford, CT (contact Mark Brodeur at 860-622-9236 for an appointment).

4.4 Interpretation or Correction of Bidding Documents

- A. Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve the Bidder from any obligation with respect to his bid.
- B. Bidders shall carefully examine the contents of this Invitation to Bid (ITB) and related documents. Any ambiguities or inconsistencies shall be brought to the attention of RM Bradley in writing via email at hdupont@rmbradley.com, by **3:00 p.m. September 9, 2020**. Failure to do so will constitute your acceptance of any subsequent interpretation or decision made by RM Bradley.
- C. No interpretation of the meaning of this ITB will be made orally. In the event that RM Bradley provides any interpretation, only written interpretations will be binding upon RM Bradley. All questions, clarifications and other responses will be posted on the State Contracting Portal and the CRDA website in accordance with the Bid Timeline. Any addenda or amendments to this ITB will also be posted on the State Contracting Portal and the CRDA website. Bidders are strongly encouraged to return periodically to the CRDA website for updates and information related to this Invitation to Bid.
- D. Requests for clarification or interpretation of the ITB or Bidding Documents shall be made in writing. RM Bradley will accept requests for clarifications up until **3:00 p.m. September 9, 2020**. Clarification or Questions can be emailed to Holly Dupont at hdupont@rmbradley.com,
- E. RM Bradley reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the ITB process. RM Bradley acknowledges that information contained in the submission may be subject to the Freedom of Information Act (FOIA).
- F. RM Bradley may amend or cancel this bid or modify the schedule, prior to the due date and time, if RM Bradley deems it to be necessary, appropriate or otherwise in the best interest of the project.

4.5 Substitutions

Not Applicable

4.6 Addenda

- A. Addenda will be posted on the State Contracting Portal. Bidders are strongly encouraged to return daily for any updates.

- B. Addenda concerning technical matters will not be issued later than the stipulated day prior to the date for receipt of Bids. RM Bradley reserves the right to issue an Administrative Addendum at any time, withdrawing the request for Bids or postponing the date for receipt of Bids.
- C. Each Bidder shall confirm, prior to submitting a Bid that the Bidder has received all Addenda issued. The Bidder shall list the Addenda in the Bid.

4.7 Payment Bond Requirements

- A. Payment Bond to be furnished by the bidder awarded the contract shall be an amount not less than 100% of the contract price.
 - 1. Such bond is required after receipt of bids and before execution of the Contract; the cost of such bond shall be included in Bid Item #3.1.B. The bond shall be rated A minus or better by A.M. Best. CRDA is to be listed as the bond obligee.
 - 2. If the Work is to be commenced prior to the execution of the contract, in response to a letter of intent or a limited notice to proceed, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to RM Bradley and CRDA that such bonds will be furnished and delivered in accordance with this Subparagraph.
 - a. It is preferred that the bonds be written on the AIA 312 forms. Bond shall be written in the amount of the Contract Sum.
 - b. The bond shall be dated on the date of the Contract.
 - c. The Bidder shall require the attorney-in-fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- B. The Bidder shall furnish with their Bid, evidence of its ability to obtain satisfactory Payment Bond in the full amount of the Contract Sum.

4.8 Insurance

- A. The Successful Bidder shall submit Insurance Liability Coverage as per Schedule A Section 7.
- B. The cost of the Successful Bidder's insurance is to be included in Bid Item #1.
- C. If the Work is to be commenced prior to the execution of the Contract, in response to a letter of intent or a limited notice to proceed, the Bidder shall, prior to commencement of the Work, Submit such Insurance.

4.9 Prevailing Wage

Not Applicable

4.10 State Labor Standards Provisions, Laws and Regulations

- A. All provisions of all applicable State Labor Standards must be complied with under this Contract. The execution of the Contract by the Bidder binds him to all applicable State Labor Laws and Regulations. All such Standards, Laws and Regulations shall be binding to the same extent as if they were copied at length herein.
- B. As a condition of contract, any out-of-state contractor who is awarded work must provide RM Bradley with a copy of the State of Connecticut Trade License for Employees working in the State of Connecticut.
- C. Non-Resident Contractors – at the time of Contract signing, a certificate from the Commissioner of Revenue Services shall be provided which evidences that C.G.S. 12-430 for non-resident contractors has been met. For details, call the Department of Revenue Services at 1-800-541-3280, ext. 7. A link to the Department of

Revenue Services is provided in the Document Appendix.

4.11 DAS Contractor Prequalification Certification

Not Applicable

4.12 Incurring Cost

- A. Bidders are solely responsible for any and all cost or expenses incurred in the preparation and submission of this bid.

PART 5 – COMPLIANCE REQUIREMENTS AND CERTIFICATIONS

5.1 Non-Discrimination in Employment

- A. Each contractor, vendor, and supplier shall be subject to, and shall comply with the following requirements, included herein by reference, to insure through affirmative action that qualified employees, applicants for employment and subcontracting are not discriminated against because of race, creed, color, religion, age, sex, physical disability, or national origin. Said requirements shall include compliance with all applicable Federal, state and local statutes, ordinances and regulations relating to discrimination in employment. It shall be the responsibility of the bidder to be familiar with and knowledgeable about the above.
- B. The apparent successful bidder may be required to undergo a pre-award compliance review for the purpose of ascertaining whether in the opinion of the Owner he is willing and/or capable of complying with the above requirements.
- C. Set-Aside Participation: The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a- 60a of the Connecticut General Statutes. Refer to the Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders at [http://www.ct.gov/chro/lib/chro/Notification to Bidders.pdf](http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf)
- D. All bidders must complete, sign, and return the CHRO Contract Compliance Regulations Notification to Bidders form to RM Bradley. Bids not including this form will be considered incomplete and rejected. CHRO forms can be found at: <http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900>
- E. Nondiscrimination Certification: Prior to award the selected contractor must provide a Nondiscrimination Certification pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended. This Certification form can be found at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806
- F. Bidders are advised that the Project has a goal of 25% Small Business Enterprise (SBE) participation and 6.25% Minority Business Enterprise (MBE) participation from lower tier contractors/vendors in this contract. The Contractor is responsible for ensuring the SBE/MBE firms that have been selected are eligible contractors and must submit an Affirmative Action Plan to CHRO detailing their good faith efforts and processes for selecting these MBE/SBE companies.
- G. All provisions of all applicable State Labor Standards must be complied with under this Contract. RM Bradley is an Affirmative Action Equal Opportunity Employer.

5.2 Intentionally Deleted

PART 6 – GENERAL AND SPECIAL CONDITIONS**6.1 Taxes:**

- A. Tax Exempt Project: This project is tax exempt. A certificate of tax exemption will be provided by the CRDA to the successful bidder. State sales and use taxes are excluded except for taxes on rentals, tools, and other incidentals as determined by the state Department of Revenue and for which the Contractor is responsible.

6.2 Miscellaneous:

- A. OSHA Training – Pursuant to Connecticut General Statutes Sec. 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. It is required that all on-site workers hold current OSHA 10-hour training certifications.
- B. Contract Provisions: Contractor agrees to the provisions set forth below, which shall also be included in any subcontract issued by the Contractor, with the applicability of terms to be adjusted accordingly. Any duplication of provisions already provided in this Contract Agreement shall be disregarded. In the event of a conflict between the following provisions and those contained in this Contract Agreement, the more stringent shall apply:
1. All work is to be performed in accordance with the requirements of the Contract Documents for this Project.
 2. The Contractor and all of its subcontractors agree to waive all rights to subrogation against CRDA and CRDA's agents, for damages caused by fire or other perils covered by insurance obtained for or in place upon the Project.
 3. The Contractor and all of its subcontractors must carry and maintain insurance coverage in accordance with the Contract Documents and file certificates of such coverage with RM Bradley and CRDA.
 4. The Contractor and each of the Contractor's subcontractors must cooperate with, RM Bradley and CRDA and permit a designated auditor or representative to review and audit the Contractor's books and records in connection with any costs charged to the Project and included in the price of any change orders.
- C. Project Meetings - Not Applicable
- D. Qualified Work Force – The Contractor shall confirm that fabricator/installers meet the qualifications and are approved by the manufacturer if noted for the work to be performed.
- E. Storage – Not Applicable
- F. Material Distribution: - Not Applicable
- G. Parking: Onsite parking is available for tradespersons.
- L. Cleanup: The Contractor is responsible for keeping all contracted work areas in a neat and orderly condition. This includes all designated storage areas. This Contractor shall perform daily clean-up operations within contracted work and storage areas.
- M. Waste Disposal: The bid shall include the removal and legal disposal of all construction waste/debris generated by the project including dumpsters.
- N. Power & Water: Power and water is not available on site.

- O. **Dust Protection: The project site is an operating food distribution facility. The bid shall include measures required for dust control. Dust control must be strictly adhered to on a daily basis.**
- P. Snow and Ice Removal: Snow and ice removal shall be EXCLUDED from the bid.
- Q. Winter Protection: Not Applicable.
- S. Toilet Facilities: The Contractor shall provide temporary portable toilets as required. Tradespersons are not permitted to use existing facilities.

PART 7 – BID PROCEDURES AND SUBMISSION REQUIREMENTS

7.1 TIMELINE

Documents Available	Fri	August 28, 2020	
Pre-Bid Conference	Fri	September 4, 2020	9:00 AM
Last Day for Questions	Wed	September 9, 2020	3:00 PM
Last Addendum	Wed	September 16, 2020	1:00 PM
Bids Due (Bid Opening)	Mon	September 21, 2020	1:00 PM
Scope Reviews (if required)	Wed	September 23, 2020	
Contract Award	Fri	September 25, 2020	
Start Construction	Fri	October 2, 2020	

7.2 Pre Bid Conference

A pre-bid meeting will be held at the project site at 9:00 AM on Friday, September 4, 2020. Meet near the restaurant. Note: Masks are required and Social Distancing will be practiced.

7.3 Bidder Question Procedure

All technical and bid questions must be in writing and emailed to Holly Dupont at the following email address: hdupont@rmbradley.com. No questions shall be accepted after September 9, 2020 at 3:00 PM. Answers will be provided via addenda issued to all registered bidders and posted on the State Contracting Portal. Bidders may make an appointment with RM Bradley to visit the site on their own time; however, the bidder must notify RM Bradley at least 48 hours in advance of the scheduled site visit for safety and security purposes.

7.4 Preparation and Submission of Bid

- A. The form and style of Bids shall conform to the Bid Form located in Part 3 of this ITB.
 1. Bids shall be submitted on forms identical to the form supplied with the Bidding Documents. Any modifications, revisions, deletions, etc. to the Bid Forms except where information is requested of the Bidder may be grounds for rejection of the Bid.
 2. Provide all requested information and completely fill in all blanks on the bid form. Use typewriter or ink.
 3. Interlineations, alterations and erasures must be clearly legible and initialed by the signer of the Bid.
 4. On each copy of the Bid, include the legal name of the Bidder and a statement that defines the circumstance of ownership and control. The name of each person signing the proposal shall be typed or

printed below the signature. When the proposal is signed by an agent of the Bidder, include evidence of current power of attorney. In every case, the proposal shall show the present business address of the Bidder, at which address communications will be received and service of notices accepted.

- a. If the Bidder is a corporation, the proposal shall be signed in the name of the corporation and sealed by a duly authorized officer of the corporation.
- b. If the Bidder is a partnership, the proposal shall be signed in the name or title under which the organization is doing business by an officer whose official capacity shall be designated.
- c. If the Bidder is an individual, that individual shall sign the proposal in person, stating the name or title, if any, under which that individual is doing business.

B. Bid Submission:

1. One (1) original and two (2) copies of the Bid and other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope labeled SEALED BID ENCLOSED.
 2. ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS FOLLOWS:

Connecticut Regional Market Roof Framing Repairs
 3. Bids may be submitted VIA: U.S. Mail, Overnight Mail or Hand and must be deposited at the designated location prior to the Bid Closing time and date.
 4. Bids shall be addressed to:

RM Bradley Management Corporation
225 Asylum Street, 15th Floor
Hartford, CT 06103
Via e-mail at hdupont@rmbradley.com
Attn: Holly Dupont
If you require assistance in locating RM Bradley office call 860-278-2040.
 5. Bid Closing Date: Bids will be received at **1:00 PM on Monday September 21, 2020**, at the location indicated above and then opened. Late bids will not be accepted and will be returned to bidder unopened. Extensions will not be granted. Bidders will be invited to attend the bid opening via a web meeting.
- C. Bid Package – the Bid Package shall include the Bid Form and all of the documents listed in Attachment 1, Bid Forms.

7.5 Bid Surety

- A. Not Applicable

7.6 Modification or Withdrawal of Bid

- A. Bid Withdrawal: Bids may be withdrawn only by written request received from the Bidder prior to the deadline for submission. No bidder may withdraw its bid within ninety (90) days from the actual date of bid opening. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- B. Extension: Bids shall be valid for 30 days following the Bid Closing Date. If for some reason a contract cannot be awarded within the specified period, the time may be extended by mutual agreement between RM Bradley and the designated low bidder.
- C. Bid Modification: Bids may not be changed after the deadline for submission. A Bid submitted prior to the time and date designated for receipt of Bids, may be modified or withdrawn by notice to the party receiving

Bids at the place designated for receipt of Bids prior to the deadline for submission. Such notice shall be in writing and signed by the Bidder. If notice is sent by telegram, written confirmation shall be mailed and postmarked on or before the date and time set for receipt of Bids. Any change shall be so worded as not to reveal the amount of the original Bid.

- D. Bid Clarification: RM Bradley reserves the right to request clarifications from any bidder, which shall be provided at the bidder's sole expense.

7.7 Post Bid Scope Review Meeting

- A. After the public Bid opening there may be scope review meetings with the apparent low Bidder(s). These meetings will be held at Property Management Office at the Connecticut Regional Market, 101 Reserve Road, Hartford, CT. The purpose of these meetings is to review the apparent low bidder's proposals. The apparent low bidders will be notified by RM Bradley and shall be available to attend these meetings.

7.8 Consideration of Bids

- A. The properly identified Bids received on time at RM Bradley's office, will be opened publicly.
- B. RM Bradley reserves the right to do any of the following without liability, including but not limited to:
1. Award in part,
 2. To reject any and all bids in whole or in part for misrepresentation or if the bidder is in default of any prior State contract, or if the bid or submission limits or modifies any of the terms and conditions and/or specifications of the bid;
 3. Cancel the award or execution of any contract prior to the "Notice to Proceed;"
 4. Advertise for new bids.
- C. RM Bradley also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the Project would be served.
- D. RM Bradley reserves the right to correct inaccurate awards resulting from clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a bidder and subsequently awarding the contract to another bidder. Such action on the part of RM Bradley shall not constitute a breach of contract on the part of RM Bradley since the contract with the initial bidder is deemed to be void ab initio and of no effect as if no contract ever existed between RM Bradley and the bidder
- E. Every bid which is conditional or obscure, or which contains any addition not called for, may be considered invalid, and RM Bradley may reject every such bid.
- F. RM Bradley may reject a bid as non-responsive if the Bidder does not make all required pre-award submittals within the time designated by RM Bradley.

7.9 Acceptance of Bid

- A. It is the intent of the Owner to award a Contract to the lowest qualified Bidder offering the optimum combination of cost, service and schedule, provided that the apparent Low Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available within the budget established for this project by the Owner. The Owner reserves the right to accept or reject any or all bids and to award the contract to the bidder deemed to be for its best interest. Consideration will also be given to bidder's affirmative action plan.
- C. The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- D. Prior to the award of the Contract, the Owner will notify the Bidder in writing if the Owner has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable

substitute person or entity with an adjustment in the Base Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder.

- E. Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business enterprises are encouraged to apply.

DOCUMENT APPENDIX

CHRO Bidder Contract Compliance Monitoring Report is available at:
<http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>.

Nondiscrimination Certification forms are available at:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

State Elections Enforcement Commission Form 10 is available at:
http://www.ct.gov/seec/lib/seec/forms/contractor_reporting_/seec_form_10_final.pdf

Internal Revenue Service Form W-9 is available at:
<https://www.irs.gov/uac/About-Form-W9>

Department of Revenue Services registration information for out of state contractors may be found at:
<http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>

CONFLICT OF INTEREST STATUTE

Connecticut General Statutes Sec. 1-85; (Formerly Sec. 1-68), Interest in conflict with discharge of duties – A public official, including an elected state official, or state employee has an interest which is in substantial conflict with the proper discharge of his duties or employment in the public interest and of his responsibilities as prescribed in the laws of this state, if he has reason to believe or expect that he, his spouse, a dependent child, or a business with which he is associated will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his official activity. A public official, including an elected state official, or state employee does not have an interest which is in substantial conflict with the proper discharge of his duties in the public interest and of his responsibilities as prescribed by the laws of this state, if any benefit or detriment accrues to him, his spouse, a dependent child, or a business with which he, his spouse or such dependent child is associated as a member of a profession, occupation or group to no greater extent than any other member of such profession, occupation or group. A public official, including an elected state official or state employee who has a substantial conflict may not take official action on the matter.

ATTACHMENT 1 BID FORMS

The following forms must be completed and submitted as part of the Bid Submission

1. Bid Form
2. ~~Bid Bond~~
3. ~~DAS Contractor Prequalification Certification and current Update (bid) Statement~~
4. ~~Surety Letter from bidders bonding company stating the bidder, if awarded a contract, can obtain the required Performance and Labor and Materials Payment Bonds in the full amount of the Base Bid~~
5. ~~OPM Ethics Form 1, Gift and Campaign Contribution Certification~~
6. ~~OPM Ethics Form 5, Consulting Agreement Affidavit~~
7. ~~OPM Ethics Form 6, Affirmation of Receipt of State Ethics Laws Summary~~
8. ~~OPM Iran Certification, Form 7~~
9. ~~Guide to the Code of Ethics for Current or Potential State Contractors~~
10. ~~Disclosure statement concerning any current business relationships (within the last three years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85~~
11. CHRO Bidder Contract Compliance Monitoring Report
12. ~~Nondiscrimination Certification forms~~
 - a. ~~Form A, Representation by Individual Regardless of Value~~
 - b. ~~Form B, Representation by Entity for Contracts less than \$ 50,000~~
 - c. ~~Form C, Affidavit by Entity for Contracts Valued at \$50,000 or More~~
 - d. ~~Form D, New Resolution by Entity for Contracts Valued at \$50,000 or More~~
 - e. ~~Form E, Prior Resolution by Entity for Contracts Valued at \$50,000 or More~~
13. ~~State Elections Enforcement Commission Form 10~~
14. Internal Revenue Service Form W-9
15. ~~General Conditions Certification~~
16. Acknowledgement of Receipt of Bid Addenda (use form located in Bid Form Page 20)
17. List of Proposed Subcontractors (use form located in the Bid Form on Page 21)
18. Department of Revenue Services registration information for out of state contractors if required. Forms may be found at: <http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>

**Attachment 2
Labor Rates**

Project: **Connecticut Regional Market – Roof Framing Structural Repairs, Buildings A&B**

Location: 101 Reserve Road, Hartford, Connecticut

Project Number: CRDA 20-003

Labor Rates

For additional work not reflected in the Lump Sum Bid Items or Unit Price Bid Items, the following labor rates shall apply. Use one sheet for each classification. Do not include Overhead and Profit.

Contractor: _____

Trade Classification: _____

	Straight Time	Time & Half	Double Time
A. Base Rate	_____	_____	_____
B. FICA	_____	_____	_____
C. FUTA	_____	_____	_____
D. SUTA	_____	_____	_____
E. Workman’s Comp	_____	_____	_____
F. General Liability	_____	_____	_____
G. Benefits (list each)			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
H. Total	_____	_____	_____

ATTACHMENT 3

Project Experience

List five recent projects that include similar repair work.

**ATTACHMENT 5
GENERAL CONDITIONS CERTIFICATION**

Bidder's Name: _____

The undersigned hereby affirms the Bidder shall adhere to the Conditions as contained in this ITB and the Project Documents.

Submitted:

Date: _____

(Signature of Official)

(Print Name and Title of Official)

SCHEDULE B**STANDARD VENDOR TERMS AND CONDITIONS****Section 1 Scope**

Except as otherwise set forth in these Standard Terms and Conditions, all of the terms and conditions of the Agreement shall remain in full force and effect and, if there is a conflict between the terms and conditions set forth in these Standard Terms and Conditions and the terms and conditions set forth in the Agreement, the terms and conditions set forth in these Standard Terms and Conditions shall prevail. Unless otherwise included herein, the defined terms used in these Standard Terms and Conditions shall have the same meaning as set forth in the Agreement.

(c) Section 2 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.

(d) Section 3 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify and shall defend and hold harmless CRDA, including their officers, agents, and 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 negligent acts or omissions of the Contractor or its employees, agents or sub-contractors, including those arising out of injury to or death of Contractor's employees or sub-contractors, 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 Contractor or its employees, agents or sub-contractors. To the extent that the indemnification obligations of the Contractor set forth in the body of the Agreement are greater, broader and/or more expansive than the obligations of the Contractor set forth in this Section 3, the greater, broader and/or more expansive obligations set forth in the Agreement shall apply, prevail and control.

(e) Section 4 Quality Surveillance and Examination of Records

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

The State, CRDA or their representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or 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 plants, places of business, books and records. The State and CRDA will give the Contractor at least twenty-four (24) hours' notice of such intended examination. At the State's request, the Contractor shall provide the State and CRDA with hard copies or an electronic format of any data or information in the possession or control of the Contractor which pertains to the State's and CRDA's business 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 State.

(f) Section 5 Non-Discrimination

- (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "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;
 - vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - ix. "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
 - x. "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. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality unless the contract is a municipal public works contract or a quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
- (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; and the Contractor further agrees to take affirmative action to ensure 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 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; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (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 Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, 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 Conn. Gen. Stat. §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 regarding a state contract, 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 the Contract and as they may be adopted or amended from time to time during the term of the Contract and any amendments thereto.
- (g) (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 sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) 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 on Human Rights and Opportunities 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; (3) 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; and

(4) 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 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 State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, 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 Conn. Gen. Stat. § 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 regarding a State contract, 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.

(g) **Section 6 Freedom of Information Requirements**

Contractor acknowledges that Owner is a “public agency” for the purposes of the Connecticut Freedom of Information Act (the “FOIA”) and that information relating to Contractor and its affairs received or maintained by Owner, either directly or through CRDA, shall constitute “public records or files” for the purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless another specific exemption from public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by Owner.

(h) **Section 7 Insurance**

To the extent that the insurance obligations of the Contractor set forth in the body of the Agreement (or the exhibits thereto other than this exhibit) require higher coverage limits or greater, broader and/or more expansive insurance coverage than that set forth in this Section 7, the higher coverage limits and greater, broader and/or more expansive insurance coverage requirements of the body of the Agreement (or the exhibits thereto other than this exhibit) shall apply, prevail and control.

Contractor agrees to maintain insurance policies protecting its property interests at the project site covering the following risks in the following minimum amounts and named additional insureds:

- (a) **Workers’ Compensation** - Contractor shall secure and deliver to CRDA evidence of workers’ compensation (including occupational disease hazards) and Employer’s Liability insurance, insuring their employees in amounts equal to or greater than required under Connecticut law. Provided that such required amounts are provided under Contractor’s excess/umbrella coverage, the Employer’s Liability insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.
- (b) **Commercial General Liability** - Contractor shall secure and deliver to CRDA prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of the Agreement, a commercial general liability insurance policy, including bodily injury, personal injury and property damage, covering Contractor’s activities and loss and damage to the improvements at the project site and other facilities at the project site occurring in connection with Contractor’s activities, in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate per policy year, including products and completed operations, personal and advertising injury and blanket contractual liability coverage. Contractor shall also maintain umbrella liability insurance

(following form) for the commercial general liability and employers' liability matters covered by the policies described in this Section hereof with a limit of Ten Million Dollars (\$10,000,000) in the aggregate.

- (i) **Evidence of Insurance** - Contractor shall provide to CRDA and the City (or Town, as applicable) not later than the commencement date of this Agreement and annually thereafter, certificates of insurance evidencing the coverage's required by this Section, all in such form as CRDA and the City (or Town, as applicable) may reasonably require, with Contractor as the named insured and with CRDA and the City (or Town, as applicable) as additional insured's. The policies for said coverage's shall contain a provision covering Contractor's indemnification liabilities to CRDA and the City (or Town, as applicable) (to the extent that the loss is of a nature that it would otherwise be covered under such insurance). Notwithstanding the provisions of this Section, the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.
- (j) **Other Insurance Requirements** -
 - (i) All insurance required to be maintained under this Agreement must be placed with insurance companies reasonably licensed to do business in the state of Connecticut with the financial rating of at least A-(VIII) or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefore. All insurance required hereunder shall be written on an "occurrence" (as opposed to "claims made") basis.
 - (ii) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to CRDA at least thirty (30) days before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.
 - (iii) All insurance procured by Contractor in accordance with the requirements of the Agreement shall be primary over any insurance carried by CRDA, shall not require contribution by CRDA and shall provide that the insurer shall have no right of recovery or subrogation against CRDA.

(k) **Section 8 Confidentiality**

Contractor and CRDA each agree that neither will, at any time during or after the term of this Agreement, disclose or disseminate to any other person or entity, or use except as permitted by this Agreement, any information regarding the business, financial results, data, or marketing and business plans obtained during the course of performance under this Agreement (the "Confidential Information"). Each party will use its best efforts to ensure that any Confidential Information obtained from the other party will be disclosed only to the receiving party's employees and agents and only on a "need-to-know" basis, and that such employees and agents will be bound by an obligation to maintain the confidentiality of the Confidential Information similar to the obligations of CRDA and Contractor under this Section. Nothing contained herein will be construed to restrict or impair in any way the right of the parties to disclose or communicate any information which (i) is at the time of its disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the receiving party; (iii) is, prior to its initial disclosure hereunder, in the possession of the receiving party as evidenced in a documentary form; (iv) is independently developed by a party without use of or reference to any of the other party's Confidential Information; (v) is acquired by the receiving party from any third party having a right to disclose it to the receiving party; (vi) is necessary for the receiving party to disclose in connection with a merger or acquisition or proposed merger or acquisition, or the like, provided the party to whom such disclosure is being made executes a confidentiality agreement in a form reasonably satisfactory to the party whose Confidential Information is being disclosed; or (vii) is necessary to be shared with CRDA.

(l) **Section 9 Publicity**

CRDA reserves the right to release all information relating to the subject matter of this Agreement and to determine the form, content and timing of the release of such information. Contractor will not divulge information concerning the subject matter of this Agreement to anyone (including, but not limited to a governmental authority in application for a permit, approval, or clearance, or to market its services) without CRDA's prior written consent, unless

the disclosure is made by Contractor pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and other sufficient notice is given by the Contractor to CRDA of any such requirement or request to permit CRDA to seek an appropriate protective order or exemption from such requirement or request. The requirements of this Section shall survive the termination or expiration of this Agreement.

(m) **Section 10 Severability**

The failure of CRDA or Contractor to insist upon the strict performance of any provisions of the Agreement, or the failure of CRDA or Contractor to exercise any right, option or remedy hereby reserved, shall not be construed as waiver for the future of any such provision, right option or remedy or as a waiver of a subsequent breach thereof. No provision of the Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.