

Instructions to Candidates

**Project: XL Center – 2020 Renovation Project
CRDA Project No. 20-004**

Location 1 Civic Center Plaza, Hartford, CT 06120

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LEGAL NOTICE – REQUEST FOR PROPOSAL**XL Center – 2020 Renovation Project
1 Civic Center Plaza, Hartford, CT 06120**

The Capital Region Development Authority (CRDA), is undertaking renovations at the XL Center in Hartford, CT. CRDA intends to enter into a contract with a qualified construction management firm (CM) to provide pre-construction, construction and post construction services for this Project.

Sealed proposals for construction management services for the above project must be received by CRDA, 100 Columbus Boulevard, Suite 500, Hartford CT 06103 (Attention: Erica Levis), by **1:00 PM on November 9, 2020**.

This Project will include repair and renovation of the building's electrical, plumbing, fire sprinkler, fire alarm and mechanical infrastructure. It will also include renovation work mostly on the Event Level 31 including construction of a premium club, bunker suites, kitchen and concession areas, storage, meeting rooms and additional toilet rooms. An optional future phase will include renovation work mostly on the Concourse Level 61, construction of suites, premium clubs, additional concession areas and loge seating.

The Request for Proposal (RFP) for Construction Management Services is available for viewing and downloading on the State Contracting Portal at <https://portal.ct.gov/Services/Working-with-the-State/State-Contracting-Portal>, and the CRDA website http://www.cceda.net/about_us/rfps_contracts.html and may be examined at the Capital Region Development Authority offices, 100 Columbus Boulevard Suite 500, Hartford CT by appointment (contact Erica Levis at elevis@crdact.net).

Candidates are advised that a good faith effort is required for participation in this project by State Certified 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.

Candidates are advised that this project is subject to the prevailing wage requirements of Connecticut General Statutes Section 31-53. Conformance to the prevailing wage rates is required. Wage rate certifications are to be submitted with all applications for progress payment. No payment will be made unless the wage rate certifications have been properly completed. Submission of certified payrolls is required.

Candidates are advised that the work of this project may be completed within an operating arena. Experience with similar construction and renovations within an operating arena is required.

A mandatory pre-bid meeting will be held at the XL Center, 1 Civic Center Plaza, Hartford CT, 06120 at **10:30 AM** on **Thursday, October 8, 2020**, all Bidders must attend (face masks and social distancing will be required).

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

CRDA is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises are encouraged to apply.

PART 1 – PROJECT DESCRIPTION

1.1 PROJECT: XL Center – 2020 Renovation Project
CRDA 20-004
1 Civic Center Plaza Hartford, CT 06120

1.2 DUE DATE: November 9, 2020
TIME: 1:00 PM

1.3 Introduction

The Capital Region Development Authority (“CRDA” or “Owner”) entered into a Lease Agreement with the City of Hartford dated as of April 26, 2013. CRDA, as the tenant, holds a leasehold interest in the land on which the XL Center (“XLC”), also known as the Hartford Civic Center is located and is the owner of the XLC. CRDA has a Facilities Management Agreement with Spectra Venue Management (“Spectra”) to operate and maintain the facilities at the XLC.

CRDA with the assistance of Spectra is undertaking Repairs and Renovations to the XL Center. CRDA intends to enter into a contract with a qualified construction management firm (CM) to provide pre-construction, construction and post construction services for this Project.

1.4 Background

History: The XLC was originally opened in 1974 and was reconstructed beginning in 1979 after a roof collapse. The skyboxes and clubs were added in the 1980’s and the roofing was replaced in 1996. The locker rooms and main concourse were renovated in 2014, the ice slab was replaced in 2017 and replacement of the ice slab chiller equipment is nearing completion now. CRDA has been working with SCI Architects to develop a more extensive renovation and modernization plan for the building. This 2020 Renovation Project is initially focused on repair and renovation of the MEP infrastructure and renovation work mostly located on the Event Level 31. Design for this project is in the DD phase but is quickly advancing into the CD phase. This project is fully funded.

SCI is also working on design of renovations mostly located on the Concourse Level 61 including expansion into the Atrium to the east. This future project is in early design but is not yet funded.

Building Description: The XLC is bounded by Church Street to the north, the Northland development and Trumbull Street to the east, the Northland garage and Asylum Street to the south and Ann Uccello Street to the west in downtown Hartford, Connecticut. The arena accommodates hockey, basketball and various types of shows and concerts. It also includes 65,000 SF of flexible, flat slab meeting/exhibition space. The arena portion of the building currently seats 13,888 for hockey, 14,548 for basketball and 15,255 for center stage concerts.

The XLC is a six level, 320,000 SF building that consists of protected concrete construction and unprotected steel members supporting the roof. Most of the MEP systems are original dating from 1974 or 1979 and are near the end of their useful life. The fire alarm system was updated in the 1990’s. A renovation project in 2014 included repairs to the MEP infrastructure, a new BMS system, a new smoke exhaust system, improvements to the data infrastructure and renovations to the locker

rooms and main concourse. More recent renovations included modernization of the club freight elevator, other elevator and escalator repairs, replacement of the security surveillance system and replacement of the ice slab and ice slab chiller equipment. Because the building is owned by CRDA, it is under the jurisdiction of the Office of State Building Inspection (OSBI) and the Office of State Fire Marshal (OSFM). The Harford Fire Department (HFD) provides coverage during events. Shutdowns or disruptions to the building's life safety systems must be coordinated with both OSFM and HFD. Sidewalk and road closures are under the jurisdiction of the City of Hartford.

1.5 Project Description

2020 Renovation Project, Phase 1 Scope of Work (current project) – will include repair and renovation of the building's electrical, plumbing, fire sprinkler, fire alarm and mechanical infrastructure. It will also include renovation work mostly located on the Event Level 31 including construction of a premium club, bunker suites, kitchen and concession areas, storage, meeting rooms and additional toilet rooms. Funding is in place for this Scope of Work. The CM's preconstruction scope will include estimating and coordination with the design team required to verify the Scope of Work for this project based on available funding.

2020 Renovation Project, Phase 2 Work (future project) – will include additional repair and renovation of the building's electrical, plumbing, fire sprinkler, fire alarm and mechanical infrastructure and vertical transportation improvements. It will also include renovation work mostly located on the Concourse Level 61 including construction of suites, premium club space, toilet rooms, additional concession areas, a production kitchen and premium seating.

The intent of this RFP is to add the Phase 2 work to the CM Contract if funding becomes available. However, addition of the Concourse Level work to the CM's Contract will be contingent upon the CM's performance on the Phase 1 work and at the sole discretion of CRDA.

1.6 Special Requirements

Candidates are advised that a good faith effort is required for participation in this project by State Certified 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. Compliance with CHRO requirements is required.

Candidates are advised that this project is subject to the prevailing wage requirements of Connecticut General Statutes Section 31-53. Conformance to the prevailing wage rates is required. Wage rate certifications are to be submitted with all applications for progress payment. No payment will be made unless the wage rate certifications have been properly completed. Submission of certified payrolls is required.

Candidates are advised that The Phase 1 work may be completed within an operating arena. Coordination with the arena's event schedule will be required. The Candidate's bid submission must include evidence of the Candidate's experience on similar projects within operating arenas.

Candidates are advised that in addition to the Scope of Work outlined in this RFP, the Construction Manager shall also be responsible for the Scope of Work defined in the Draft Form of Contract attached hereto as Attachment B1.1.

Candidates are advised that compliance with current industry COVID-19 standard practice is required. Candidates' bid submission must include a copy of their COVID-19 Safety Program.

Logistics: Presently, the building is closed due to COVID-19. The Wolf Pack is planning to begin playing games in early December, but the event schedule for the late fall, winter and spring is presently unknown. However, the CM shall assume that the building will remain open throughout the project. The CM will be required to coordinate with Spectra, OSBI, OSFM and HFM in development of logistics, construction sequencing and temporary wall/barricade plans that maintain required facilities, emergency life safety systems and egress to support scheduled events and minimize impact on event promoters, performers and guests. In general, contractors will not be permitted to use the loading dock during event move-in and move-out. Construction activity will be limited, or in some cases, stopped during the actual event.

CRDA, with offices located at 100 Columbus Boulevard, 5th floor, Suite 500, Hartford, CT 06103, is a quasi-public agency of the State of Connecticut working to encourage the redevelopment and economic expansion of Connecticut's Capital Region. In addition to overseeing housing construction and other economic development projects, CRDA owns and/or manages various sports and entertainment venues, including the Connecticut Convention Center, the XL Center and Pratt & Whitney Stadium at Rentschler Field. The Authority is statutorily charged with promoting the State's sports and entertainment facilities.

1.7 Request for Qualifications & Proposal:

CRDA is conducting a public solicitation for qualifications and proposals from qualified Construction Management Firms (Candidates) to provide pre-construction, construction and post construction services for this project. The selection will be made by a Selection Committee comprised of representatives of CRDA.

PART 2 – PROJECT SCOPE OF WORK & PROJECT TASKS

This project includes, but is not limited to, the detail and information provided in Part 1 and the following:

2.1 Preconstruction Task Services

Preconstruction services will include provision of a temporary field office in space provided by Spectra, estimating, constructability evaluation, environmental survey, design review, preparation of the project master CPM schedule, logistics plans and Bid packages. Preconstruction services will include but are not necessarily limited to the following tasks:

- A. Early Release Bid Packages: This project may include early release bid package(s). The CM shall prepare, and issue early release bid package(s) as required.
- B. CPM Schedule: Prepare a critical path master project schedule for Phase 1 Renovations. This schedule must include the following:
 1. This building is an operating Venue. The schedule and subsequent updates must accommodate the building's event schedule, phasing the work around shows and events that are currently or may subsequently become scheduled.
 2. Coordinate with the Design Team to incorporate design milestones into the schedule.
 3. The schedule shall include owner contracted work.

4. Provide recommendations on priority of the work. Identify high priority bid packages. Identify obstacles to adhering to the project schedule and recommend strategies for the Design Team in preparing expedited construction bid documents.
- C. Paragraph C is deleted and replaced by:
Construction Estimates (1): As the design progresses, the CM will be required to produce two or more detailed construction estimates that include both Phase 1 and Phase 2 design. Though the requirement to produce estimates is listed in the Preconstruction Task Services section of the RFP, the second and following estimates may be required during the Procurement and Enabling Phase Construction Task Services and Construction Task Services. The Preconstruction Task Section of Exhibit F-1 will include lump sum costs for the first estimate and the second and following estimates.
- D. Paragraph D is deleted and replaced by:
Construction Estimates (2): The first estimate will be based on design documents available at the time of contract award and will serve as the basis for finalizing the Phase 1 Scope of Work. The Second estimate will be based on 70% +/- Construction Documents for Phase 1 and Schematic Design Documents for Phase 2. Following estimates, if required, will be for Phase 2 based on increasing levels of design. All estimates will include supporting data for review by the Architect and approval by the Owner. Estimates will also have a comparison to the CM's historical cost data for similar size and project type. The CM shall reconcile the first estimate with an earlier concept estimate produced by the design team's estimating consultant. The CM will reconcile each following estimate with the previous estimate. The CM shall assist the Owner in revising the Owner's Budget based on this estimate.
- E. Verification of the Phase 1 Scope of Work: Upon completion of each estimate, the CM shall work with the Design Team and CRDA to verify that the Scope of Work for this project remains within available funding.
- F. Testing and Design Development Investigations: Work with the Design Team on identifying required building and system testing and pre-bid investigations including probes and scans to confirm constructability and existing conditions; and an environmental survey of work areas to identify required hazardous material abatement. Administer and contract the required testing and pre-bid investigations with in-house staff, sub-contractors and sub-consultants as required.
- G. Constructability Review & Value Engineering: Review and comment on contract documents prior to bidding for completeness, accuracy and constructability. Work with CRDA in the review of all site and pertinent data, including but not limited to:
1. Codes
 2. Permits
 3. Authorities
 4. Materials
 5. Equipment
 6. Services and suppliers
 7. Qualification of contractors
 8. Any other factors that may affect time, cost, quality, or management of the project.
 9. Provide recommendations on priority of the work. Identify high priority bid packages.

- Identify obstacles to adhering to the project schedule and recommend strategies for the Design Team in preparing expedited construction bid documents.
10. Provide value engineering analysis where required to assure cost effectiveness of design and construction techniques.
 11. Advise CRDA wherever design could adversely affect construction, budget, schedule; make recommendations for an alternate approach including actions to minimize material shortages, time requirements for equipment and material procurements, installation on construction completion, and factors related to construction cost evaluations of alternative materials, construction phasing and systems.
- H. Project Logistics: Coordinate with CRDA and Spectra in establishment of sequencing and logistics plans and construction staging areas for all contractors including vehicle parking and/or shuttle requirements.
1. Provide an office trailer to be used as a temporary field office including telephone and internet service. Electric service can be taken from the building power. Coordinate location of the temporary office with Spectra. An owner's field office is not required. Spectra will make one set of men's and women's toilet rooms available for use by the trades. The CM will be responsible for cleaning in accordance with COVID-19 protocols and stocking toilet paper and paper towels.
 2. Establish delivery schedules taking into consideration the venues event and show schedules.
 3. Coordinate all work with Spectra's vendors including Security 101.
 4. The CM will be required to coordinate with Spectra, OSBI, OSFM and HFM in development of logistics, construction sequencing and temporary wall/barricade plans that maintain required facilities, emergency life safety systems and egress to support scheduled events and minimize impact on event promoters, performers and guests.
- I. Reporting Systems: Implement project management reporting systems to be used throughout the project including project forms and reporting timelines.
1. Maintain an effective program of document control. CM is responsible for maintaining records of contracts, shop drawings, progress photos, samples, purchases, materials, technical standards and specifications, daily reports, testing, inspection reports, as built drawings, operating manuals and instructions, etc. Implement and manage an electronic tracking system for field review, deficiencies, and punch lists (BIM 360 Field construction management software or equal is required).
 2. Project Meetings: Schedule, administer and document regularly scheduled project meetings in Hartford
 3. Record the progress of the project by submitting written monthly cost, schedule, quality and progress reports including information on services, as well as work, completion, changes, etc.
 4. Maintain and process daily tickets for Time and Materials work.
 5. Implement a tracking and control program for handling contractor "Requests for Information".
 6. Maintain daily logs of contractor activities.
 7. Maintain records related to COVID-19 protocols.
 8. Maintain and process all records required for compliance with SBE/MBE participation as

- required by CHRO.
9. Maintain and process all records required for compliance with Prevailing Wage including certified payrolls.
 10. Implement a quality control and quality assurance program to ensure quality of the work and conformance to the contract documents and specifications; implement procedures to guard against defects and deficiencies and to cure any defects or deficiencies that are detected.
 11. Record project progress with digital photographs. The digital prints are to be transmitted electronically to CRDA in a monthly report.
- J. Bid Packages: Prepare bid package templates, develop specific bid packages for the Enabling Phase Construction Work and manage the bidding process. Review bids and provide written contractor award recommendations to CRDA.
1. Interface with the design team and identify long-lead procurement items and equipment to ensure conformance with the Project Schedule.
 2. Assist architect in establishing necessary general conditions of the work to ensure timely construction of the project. Work with all design consultants and develop a common front-end document that can be used by all. Integrate Prevailing Wage, safety, COVID-19 and SBE/MBE requirements into the front-end document. Assist CRDA to ensure that these elements of the work are incorporated into the project budget.
 3. Develop competitive bidding procedures for bidding subcontracts that are both cost effective and consistent with schedule and logistics criteria; a minimum of three bids per subcontract are required.
 4. Develop a clear and concise plan for meeting the project requirements for SBE/MBE involvement in the project. Develop a plan to ensure that the hiring at the jobsite for women and minorities meets project guidelines. Coordinate with CHRO regarding SBE/MBE compliance.
 5. Ensure that bidding documents address the requirements for the State of Connecticut's small business set-aside program as outlined in Connecticut General Statutes Section 4a-60g and small business entity (SBE) and minority owned business entity (MBE) participation throughout the project. Ensure the timely submittal of all CHRO requirements.
 6. Identify all project requirements and make them part of all trade contractor bid packages.
 7. For Subcontracts that are estimated to equal or exceed \$500,000, the CM will conduct bidding subject to CGS 4b-91(a). Generally, this means posting on the State of CT Contracting Portal, meeting the CT Department of Administrative Services prequalification classification applicable to each bid package in consultation with the CRDA.
 8. For Subcontracts estimated to be less than \$500,000, the CM will use its best efforts with the CRDA's prior written approval to solicit three or more competitive bids from qualified responsible Subcontractors.
 9. Ensure that bidding documents address requirements for proper insurance coverage.
 10. Provide assistance and respond to technical and other questions from prospective bidders during the bidding phase. After receipt of bid, prepare a tabulation of bids received for comparison purposes. Conduct post-bid conferences with the Bidders and make a recommendation for award to CRDA.

11. Assist CRDA in preparing Owner procurement bid packages which may include security and video surveillance, data infrastructure, FF&E and move management.
- K. Project Phasing: This will be a “phased” project.
 1. The CM will be required to prepare and issue early release bid packages for the Enabling Phase Construction as outlined above. The CM may also be required to develop bid packages for long lead time items.
 2. The CM will manage the Enabling Construction and prepare remaining bid packages for the project during the Procurement and Enabling Construction Task.
- L. Commissioning: Contract with an experienced Commissioning Agent to perform building equipment and systems’ commissioning services and coordinate activities during the construction phase.

2.2.1 Procurement and Enabling Construction Task Services

Construction services for this Task will include management of the Enabling Construction Early Release Bid Packages, development of specific bid packages and bidding for the Construction Task Services. The Construction Services for the Procurement and Enabling Construction Task Services will include but are not necessarily limited to the following tasks:

- A. Prepare & administer agreements with contractors. Implement an effective plan for coordination of all field activities. Monitor and coordinate the day-to-day activities of the contractors. Maintain daily logs of contractor activities.
- B. CM shall provide full-time on-site supervision to ensure that quality, schedule and cost elements are adequately managed to the full satisfaction of CRDA.
- C. CM shall monitor and update the project master schedule as required, but not less than monthly and submit for CRDA approval. Advise CRDA weekly as to compliance to the overall project schedule. CM shall offer recommended course of action whenever requirements of schedule or contract are not being met. Recommendations to be reviewed by CRDA.
- D. Develop and implement a system for review, tracking and processing of change requests and change orders with all contractors, subcontractors and vendor purchase orders.
- E. Verify accuracy of costs and conformance to the contract documents by all contractors and subcontractors. Recommend acceptance or rejection to CRDA.
- F. Develop and implement a procedure for review and processing of contractors' and subcontractors' applications for payment; progress payments and final payment including release of liens, waivers, change orders, etc. in conformance with the contract documents.
- G. Ensure all contractors of record on the site are meeting labor requirements including prevailing wage and SBE/MBE requirements.
- H. Cooperate with CRDA and contractors in ensuring that construction permit applications have been made, and that permits, and other approvals are received in a timely fashion. Ensure that permit reporting and record-keeping requirements are met. This project is under the jurisdiction of the Office of State Building Inspection (OSBI) and the Office of State Fire Marshal (OSFM). The Harford Fire Department (HFD) provides coverage during events and will need to be informed of any fire alarm or fire sprinkler shutdowns. Sidewalk and street closures are under the jurisdiction of the City of Hartford.

- I. Ensure that all inspections and special inspections required by the State Building and Life Safety Codes are scheduled and performed as required.
- J. Establish and implement procedure for expediting, processing and securing approval of all shop drawings, mock-ups and samples. Shop Drawings are to be submitted in REVIT (exception may be allowed for MBE/SBE Contracts). Develop and maintain a submittal and mock-up schedule coordinated and in conformance with the Project Schedule.
- K. Maintain on site for CRDA one record copy of the drawings, specifications, addenda, change orders and other modifications, marked currently to record field changes and selections made during construction and one record copy of approved shop drawings, product data, samples and similar required submittals. Ensure all contractors provide accurate as-built drawings in REVIT format of all major disciplines. The design team will provide base ~~CAD~~ drawings in REVIT for preparation of submittals and as-built drawings.
- L. Monitor delivery and, if necessary, arrange for inventorying, storage, protection, and security of owner purchased materials, systems and equipment.
- M. Upon approximate substantial completion of the work, prepare a punch list of incomplete and unsatisfactory items in conjunction with CRDA and the Design Team. Coordinate issuance of letters of substantial completion from each contractor.
- N. Schedule completion of punch list work and advise CRDA of completion of the work.
- O. Schedule and conduct progress meetings with Owner, Architect, Contractors, CM and other participants to discuss and resolve matters of procedure, progress, problems, quality, scheduling, etc.
- P. The XL Center is an operating venue. The CM is responsible for ensuring that the MEP infrastructure including fire alarm, fire sprinkler system, smoke evacuation system and emergency power are fully operational during all times the public has access to the building for events including show set-up and take-down. At all other times, if interruptions to the system's power, fire alarm, fire sprinkler system, smoke evacuation system and emergency power are required, the CM shall coordinate with CRDA, Spectra and the City of Hartford Fire Department; and obtain the approval of Authorities having Jurisdiction (OSBI & OSFM).
- Q. CM is responsible for sequencing of the Work to maximize efficiency and minimize conflict between trades.
- R. CM is responsible to provide all coordination required to prevent conflicts between installed architectural, structural and mechanical systems. 3D Modeling for coordination is required.
- S. CM is responsible to maintain document control as outlined in Section 2.1.I above.
- T. Develop and implement a comprehensive job safety program including COVID-19 protocols. Monitor and ensure that all Job Safety and OSHA requirements are strictly adhered to.
- U. Ensure that the construction site is maintained in a safe manner and the premises and surrounding areas are free from accumulated waste or rubbish. Perform safety audits, job hazard analysis, review accidents for root causes and implement corrective action plans.
- V. CM is responsible for implementation and understanding of all environmental procedures, including ensuring that the work of the CM and all subcontractors complies with all applicable laws and regulations, including environmental, health, and safety requirements. This condition shall include planned work as well as changed work and work due to changed conditions, if necessary.

- W. Ensure that insurance programs and bonding documents are on file and in conformance with contract documents. Maintain a complete and up-to-date file of insurance certificates for all on-site contractors. Provide copies of all bonds and insurance certifications to CRDA.
- X. As applicable, ensure that Affirmative Action requirements and reporting are met. Ensure that specified requirements, including all reporting, for the State of CT small business set-aside program as outlined in Connecticut General Statutes Section 4a-60g and SBE/MBE participation and construction workforce goals are met.
- Y. Assist in the on-site coordination of Owner's separate contract work If applicable.
- Z. Protect existing facilities and all recently renovated areas.
- AA. Coordinate and schedule project commissioning with OSBI, OSFM, the Design Team and the Commissioning Agent to perform required building equipment and systems' commissioning services.

2.2.2 Construction Task Services

Construction Task Services will include the same Scope of Work outlined in Section 2.2.1, Procurement and Enabling Construction Task Services but expanded to include all Phase 1 Construction work.

2.3 Post Construction Task Services

- A. Monitor and assist in the start-up, testing and commissioning of utilities, operational systems and equipment.
- B. Require trade contractors to assist in training Owner's maintenance personnel to operate equipment and deliver written operating and maintenance instructions.
- C. Administer testing requirements of buildings, systems and equipment. Cooperate with building health and other Inspections, acceptances or turnover procedures, which may be required. Provide construction-related information that the owner may require to obtain necessary operating permits.
- D. Compile all completion documents for transmittal to CRDA including guarantees, warranties, affidavits, waivers, release of liens, bonds, as-built documents, keys, manuals, record drawings, etc. in a timely manner.
- E. Deliver to CRDA an itemized, reconciled final statement of project costs, closing out all contracts, purchase orders, change orders and waiver of liens.
- F. Arrange for production of "As-Built" documentation as follows: 3 complete sets of O&M Manuals, as-built drawings (paper, PDF and REVIT), final approved submittals and inventory of attic stock.

2.4 Project Tasks

This project will proceed in accordance with the following Sequence of Tasks and the Milestone Dates listed in Section 2.5.

Task 1 – Preconstruction: In addition to Preconstruction Services listed in Section 2.1 above, preconstruction may also include preparation and procurement of early release bid package(s).

- Task 2 – Construction of Enabling Construction Early Release Bid Package(s). Task 2 work will likely overlap with Task 1.
- Task 3 – Construction includes bidding and construction of all project bid packages. Task 3 work will likely overlap with Task 2.
- Task 4 – Potential future work related to the Concourse Level Renovations should funding become available. Any tasks added to the Project as Task 4 will be solely at CRDA’s option and may overlap with Task 3.
- Task 5 – Post Construction will begin near the completion of Task 3 and include final punch list and close-out of the Project. Task 5 may overlap with Task 3. Task 5 will be extended if CRDA decides to add Tasks related to the future Concourse Level Renovation in Task 4.

2.5 Project Milestone Dates

- A. CM Award 11/23/20
- B. CM Contract 11/30/20
- C. Task 1 – Preconstruction (1 month)..... 11/30/20 – 12/30/20
- D. Task 2 – Procurement & Enabling Construction (2 months)..... 12/30/20 – 2/28/21
- E. Task 3 – Construction (8 months) 3/01/21 – 11/01/21
- F. Substantial Completion..... 11/01/21
- G. Task 4 (Will be added if funding becomes available)
- H. Task 5 – Project Closeout (2 months)..... 12/30/21

Month durations noted for Task 1, Task 2, Task 3 and Task 5 above are to be used in Exhibit F-1 and will be the basis of financial comparison of the bids. Milestone dates and durations are preliminary and are subject to change.

2.6 Owner Contracted Work

CRDA may contract directly for portions of the work and possible other project components. The CM will be responsible to supervise and coordinate the Owner’s contractors and include Owner contracted tasks in the Project Construction Schedule.

2.7 Budget - the preliminary budget for this project (Phase 1, 2, 3 and 5) is approximately \$ 20,000,000 – \$ 23,000,000 including both hard construction and owner soft costs. A detailed budget will be developed during Preconstruction by the CM and CRDA working together with the Design Team.

PART 3 – GENERAL INFORMATION

3.1 Construction Project Team

- A. Architect – BBB/SCI Architects, 469 Seventh Avenue, Suite 900
New York, NY 10018, is the lead architect for design of the 2020 Renovation Project at the XL Center.
- B. Engineer:
Code Consultant: Howe Engineering
Cost Consultant: Dharam Consulting

Elevator Consultant: Sterling Elevator
Food Service Colburn Guyette
Structural Engineer: Severud Associates
MEP Engineer: ME Engineers

C. Owner - The Capital Region Development Authority (CRDA), 100 Columbus Boulevard, Suite 500, Hartford, CT 06103-2819, Phone: (860) 527-0100 entered into a Lease Agreement with the City of Hartford dated as of April 26, 2013. CRDA, as the tenant, holds a leasehold interest in the land on which the XL Center (“XLC”), also known as the Hartford Civic Center is located and CRDA is the owner of the XLC building. The project is funded by the State of Connecticut. Funds will be administered by CRDA and CRDA will hold the CM contract and oversee construction. Where “Owner” appears in the RFP and contract documents, it shall refer to CRDA.

1. CRDA's Designated Representative for RFP Administration is Erica Levis, elevis@crdact.net
2. CRDA's Designated Representative for Construction Administration is Robert Saint, rsaint@crdact.net with assistance from Erica Levis.
3. CRDA Contract Oversight, Anthony Lazzaro, Deputy Director and General Counsel

3.2 Candidate's Representations

A. By submitting a proposal in response to this RFP, the Candidate represents that:

1. The Candidate has carefully examined the RFP Documents, acknowledges that the requirements are clear, and the Candidate concurs with them. The proposal is submitted in full agreement with those requirements.
2. The Candidate understands the requirements of the RFP Documents to the extent that such documentation relates to the Work for which the proposal is submitted.
3. The Candidate has visited the site, has become familiar with local conditions under which the Work is to be performed, site conditions, logistics and has correlated the Candidate's personal observations with the requirements of the RFP Documents.
4. The submission of a proposal by the Candidate shall constitute an acceptance by such candidate 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 proposal shall be deemed to incorporate all such pertinent ordinances and regulations.
5. The Candidate has not colluded with any other person regarding any proposal or sub-proposal submitted.

3.3 RFP Documents

Documents are available only in complete sets

- A. Candidates shall use complete sets of RFP Documents in preparing their proposal. The Project Team assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documents.
- B. Copies of the RFP Documents are made available for the sole purpose of responding to this RFP. No license or permission is granted for any other use of the RFP Documents.
- C. The RFP, RFP Documents and any Addendums will be posted on the Department of

Administrative Services (DAS) website at <https://portal.ct.gov/Services/Working-with-the-State/State-Contracting-Portal> located under the State Procurement Marketplace, State Contracting Portal; click on the Contracting Organization “Capital Region Development Authority,” as well as the CRDA website, <https://crdact.net/rfps/>

3.4 Addenda

- A. Addenda will be posted on the State Contracting Portal and CRDA website. Candidates are encouraged to check these websites often for updates and Addenda.
- B. Addenda concerning technical matters will not be issued later than the stipulated day prior to the date for receipt of RFPs. The CRDA reserves the right to issue an Administrative Addendum at any time, withdrawing the request for RFPs or postponing the date for receipt of RFPs.
- C. Each Candidate shall confirm, prior to submitting a proposal that the Candidate has received all Addenda issued. The Candidate shall list the Addenda in the proposal.

3.5 Performance and Payment Bond Requirements

- A. Performance and Labor and Material Bonds Are required for this project and shall be furnished in amounts not less than 100% of the contract price.
- B. The Candidate shall furnish with their proposal, evidence of its ability to obtain satisfactory Performance and Labor and Materials Payment Bonds in the full amount of the Guaranteed Maximum Price.
- C. Payment and performance bonds will be required from all subcontractors, except that in accordance with Connecticut General Statutes Sections 49-41, et. seq., the following restrictions apply:

A Payment Bond shall not be required to be furnished in relation to any sub-proposals in which the total estimated cost of labor and materials under the contract to which the sub-proposal is submitted is less than One Hundred Thousand Dollars (\$100,000.00).

A Performance Bond shall not be required to be furnished in relation to any sub-proposal in which the total estimated cost of labor and materials under the contract to which the sub-proposal is submitted is less than Fifty Thousand Dollars (\$50,000.00).

If the Candidate is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g, it may provide in lieu of a Payment of Performance bond, a letter of credit in an amount equal to Ten Percent (10%) of the proposal if the estimated value of the contract for which the proposal is submitted is less than one hundred thousand dollars and in amount equal to Twenty-Five Percent (25%) if the estimated value of such contract is One Hundred Thousand Dollars (\$100,000.00) or greater.

- D. Obliges – All performance and payment bonds issued by the Contractor and each of its subcontractors on the Project shall name CRDA as obligee.
- E. Bond Adjustments for Change Order Work
 - 1. Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond.

2. The Contractor shall notify the bonding company at each \$500,000 increase to the contract value as the cumulative result of change orders. A copy of the Consent of Surety must be provided to the Owner prior to the execution of any change order which exceeds each cumulative \$500,000.
3. Mark-up for Overhead and Profit shall not be applied to Change Orders for Increase in Bonds due to Change Order Work.

3.6 Insurance

- A. The Successful Candidate shall submit Insurance Liability Coverage as per Attachment E, Section 6.
- B. The cost of the Successful Candidate's insurance is to be included in RFP Exhibit F.1.
- C. The Successful Candidate will be required to provide a Builder's Risk Policy. The amount for this line item in Exhibit F.1 shall be an Allowance of \$ 10,000.

3.7 Prevailing Wage

- A. Prevailing Wage Rates: Prevailing wages are required on this project pursuant to Connecticut General Statutes Section 31-53 (a) through (h), as amended. Candidates are also advised to download the CT Department of Labor Prevailing Wage RFP Package at the link provided in the Attachment C, Certifications & Affidavits Sources.
- B. Each contractor and subcontractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-55a concerning annual adjustments to prevailing wages.
- C. Wage Rates will be posted each July 1 on the Department of Labor website: <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm> Such prevailing wage adjustments shall not be considered a matter for any contract amendment.
- D. The wages paid on an hourly basis to any mechanic, laborer or work person employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any subcontractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
- E. Certified Payrolls: In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to CRDA. Certified payrolls for the Contractor and all subcontractors working during the period shall be submitted with each Contractor's Application for Payment, covering all activities relating to the Application. Pay scale verification as may be required by the Connecticut Department of Labor.
- F. The Candidate shall be responsible to manage all processes related to the prevailing wage requirements.

3.8 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 Candidate 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 CRDA 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 Attachment C Document Appendix.

3.9 DAS Contractor Prequalification Certification

- A. Candidates shall be prequalified by the Connecticut Department of Administrative Services (DAS) and must be registered with the DAS as a pre-qualified Construction Manager at Risk (Group B) per CGS 4a-100 approved for a single minimum \$ 78 million value construction management project. Each Candidate shall hold a current "DAS Contractor Prequalification Certificate" (not a predetermination letter) from the Department of Administrative Services of the State of Connecticut according to C.G.S. § 4a-100, C.G.S. §4b-101 and C.G.S. §4b-91. Candidates shall submit with their proposals, unless noted otherwise, a "DAS Contractor Prequalification Certificate" along with a current "Update Statement". Any proposal submitted without a copy of the DAS Prequalification Certificate and an Update Statement shall be invalid. If you have any questions regarding these requirements contact DAS at telephone number 860-713-5280 or visit their web site at <https://portal.ct.gov/DAS/Procurement/PreQual/DAS-Construction-Contractor-Prequalification-Program> . Note: The minimum value of \$ 78 million +/- is required to provide for the possibility of adding the Concession Level 61 scope of work to the contract.

3.10 Incurring Cost

- A. Candidates are solely responsible for any and all cost or expenses incurred in the preparation and submission of their proposal.

PART 4 – COMPLIANCE REQUIREMENTS AND CERTIFICATIONS

4.1 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 Candidate to be familiar with and knowledgeable about the above.
- B. The apparent successful Candidate 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 Candidates at <https://portal.ct.gov/CHRO/Contract-Compliance/Contract-Compliance/Set-Aside-Plan-Format>.

- D. All Candidates must complete, sign, and return the CHRO Contract Compliance Regulations Notification to Candidates form to CRDA. Proposals not including this form will be considered incomplete and rejected. CHRO forms can be found at: <https://portal.ct.gov/CHRO/Contract-Compliance/Contract-Compliance/Contract-Compliance-Forms-and-Reports>
- 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: <https://portal.ct.gov/OPM/Fin-PSA/Forms/Nondiscrimination-Certification> .
- F. Candidates are advised that CRDA 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. CRDA is an Affirmative Action Equal Opportunity Employer.

4.2 Ethics Affidavits and Certifications –

- A. Candidates are required to provide the following certifications. Links to these forms are provided in Attachment C. A link to the summary of State Ethics Laws is also provided.
 - 1. Consulting Agreement Affidavit (Form 5)
 - 2. Affirmation of Receipt of State Ethics Laws Summary (Form 6)
 - 3. Iran Certification (Form 7)
- B. Campaign Contribution and Solicitation Ban: With regard to a State contract as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combinations or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Election Enforcement Commission's notice advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See the Document Appendix for link to Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations (SEEC Form 10)
- C. A Gift and Campaign Certification form must be updated annually by the successful Candidate. Annually, on or within two (2) weeks of the anniversary date of the execution of this contract, the successful Candidate shall submit a completed Annual Certification with authorizing resolution to CRDA, 100 Columbus Blvd., Suite 500, Hartford, CT 06103-2819. For the purposes of this paragraph, the execution date of the contract will be the date CRDA signs the contract.
- D. Conflict of Interest: All contractors must include a 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 (see the statute language in the Document Appendix).
- E. The successful Candidates must submit a [Contractor/Consultant Certification] Gift and Campaign Contribution Certification (Form 1) for contracts with a value of \$50,000 or more. This certification and should be completed and submitted when requested. This Certification can be viewed at <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms> .

- F. All acquisitions, agreements and contracts are subject to the provisions of the Connecticut General Statutes § 9-612 - regarding CAMPAIGN CONTRIBUTION RESTRICTION.

PART 5 – GENERAL AND SPECIAL CONDITIONS

5.1 Taxes:

- A. Tax Exempt Project: This project is tax exempt. A certificate of tax exemption will be provided by the CRDA to the successful Candidate. 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.

5.2 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. Project Meetings – The Construction Manager shall manage weekly project meetings with CRDA, and the design team including producing agendas and meeting minutes.
- C. Qualified Work Force – The Construction Manager shall confirm that all construction workers are qualified and licensed as required for the work they will be performing.
- D. Parking: Limited parking will be available in the XL Center garage or Church Street Garage for the CM's on-site staff. Subcontractors will be able to bring equipment vans on-site during "dark" days when there are no events in the building. In general, subcontractors will have to provide off-site parking for their trade workers.

PART 6 – RFP PROCEDURES AND SUBMISSION REQUIREMENTS

- 2.5** The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Dates after the deadline for submitting proposals are target dates only. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of proposals may be required by CRDA.

RFP Issue Date:	September 29, 2020	
Mandatory-On-Site Pre-Bid Conference	October 8, 2020	10:30 am
Deadline for Requests for Clarification:	October 26, 2020	3:00 pm
Response to Requests for Clarification:	November 2, 2020	
Final Addendums:	November 2, 2020	
Proposals Due:	November 9, 2020	1:00 pm
Interviews:	November 16 -17, 2020	Tentative
Anticipated CM Candidate Notification	November 22, 2020	3:00 pm
Contract	November 30, 2020	
Start of Pre-Construction Services	Immediately Upon Execution of Contract	

6.2 Instructions for Candidates:

- A. Official CRDA Contact – The Official CRDA Contact for the purpose of this RFP is Erica Levis. All communications with CRDA must be directed to Ms. Levis at the address provided below:
- Ms. Erica Levis
Capital Region Development Authority
100 Columbus Boulevard, Suite 500
Hartford, Connecticut 06103
(860) 493-2921
E-mail: elevis@crdact.net
- B. Candidate’s Representative(s) – It is the responsibility of each Construction Management candidate to advise Erica Levis of the appropriate name and address and e-mail for the mailing (or facsimile transmission) of any communication, interpretation or addendum.
- C. Communications Notice – All communications with CRDA concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by Candidates or their representatives may result in disqualification.
- 1. IMPORTANT NOTE:** During the period from a Candidate’s receipt of this RFP and until an agreement is negotiated and signed, no potential respondent or respondent or representative thereof shall contact directly or indirectly any director, officer or employee of CRDA any member of the Selection Committee, or any consultants involved in the selection process for additional information regarding this RFP (see list of consultants).

List of Consultants:

BBB/SCI Architects	Architect
Howe Engineering	Code Consultant
Dharam Consulting	Cost Consultant
Sterling Elevator	Elevator Consultant
Colburn Guyette	Food Service Consultant
ME Engineers	MEP Engineer

Severud Associates Structural Engineer

2. The Selection Committee reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the RFP process. The Selection Committee acknowledges that information contained in the submission may be subject to the Freedom of Information Act (FOIA).
 3. Construction Management candidates shall carefully examine the contents of this RFP and related documents. Any ambiguities or inconsistencies shall be brought to the attention of Erica Levis in writing by **3:00 PM on October 26, 2020** (see contact information in 6.1.A above). Failure to do so will constitute acceptance by the Construction Management candidate that language and information herein is understood. No interpretation of the meaning of this RFP will be made orally. In the event that the Selection Committee or its advisors provide any interpretation, only written interpretations will be binding upon the Selection Committee & Candidates.
- D. All proposals in response to this RFP are to be the sole property of the CRDA.
- E. **IMPORTANT NOTE:** Candidates are strongly encouraged to return periodically to the CRDA portal <https://crdact.net/rfps/> or State DAS Contracting portal <https://portal.ct.gov/Services/Working-with-the-State/State-Contracting-Portal> to obtain any updates or clarifications that may be posted regarding this solicitation.
- F. Mandatory Pre-Bid Conference & Building Tour – There will be a mandatory Pre-Bid Conference & Building Tour beginning at **10:30am on October 8, 2020**, at the XL Center 1 Civic Center Plaza Hartford CT 06103. Meeting attendees will meet in the Atrium near the box-office (use Trumbull Street Entrance). Note: Face masks are required, and we follow social distance guidelines.
- G. Candidates' Interviews – The selection committee will review all submitted proposals that are submitted timely. The selection committee plans to conduct web-based interviews with select Candidates, tentatively scheduled for **November 16 -17, 2020**.
- H. Inquiry Procedures – Candidates may submit questions about the RFP to Erica Levis in writing by **3:00 PM on October 26, 2020** (see contact information in 6.1.A above). Questions must be in writing and submitted by E-mail. Questions will not be accepted over the telephone. Anonymous questions will not be answered. CRDA reserves the right to provide a combined answer to similar questions. CRDA will post official answers to the questions, in the form of a written addendum, on the CRDA website and DAS Contracting Portal not later than **November 2, 2020**.
- I. Confidential Information – Candidates are advised not to include in their proposals any proprietary information. The CT Freedom of Information Act generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by statute (C.G.S. § 1-19(b)(5)). If the information is not readily available to the public from other sources and the Candidate submitting the information requests confidentiality, then the information generally is considered to be "given in confidence." Confidential information must be isolated from other material in the Proposal in a separate sealed envelope clearly identified with the Candidate's name, RFP identification and labeled CONFIDENTIAL.

6.3 Submission Requirements

An original and three (3) copies and an electronic version of the completed RFP package must be submitted. Proposals shall be submitted only on the forms furnished in this RFP and shall include, in the following order:

- A. Letter of Submittal – Include a Letter of Submittal identifying Candidates name, address, the contents of your proposal and the primary contact for all correspondence including phone, fax and email.
- B. Exhibit A – Qualification Application
 1. Each Candidate shall complete and include in their response, the Applications Exhibits A, A.1, A.2 & A.3 attached hereto and any supplemental information to help substantiate conformance with the requirements listed herein.
 2. Each Candidate shall demonstrate, to the satisfaction of the CRDA, that it is able to post surety bonds satisfactory for the project and required by the contract and that it possesses the financial, managerial and technical ability, and the integrity necessary to faithfully and efficiently perform the work for which it intends to propose, without conflict of interest.
 3. The Candidate must be registered with the CT Dept. of Administrative Services (“DAS”) as a pre-qualified Construction Manager at Risk (Group B) per CGS 4a-100 approved for a single minimum \$78 million value construction management project. . Note: The minimum value of \$ 78 million +/- is required to provide for the possibility of adding the Concession Level 61 scope of work to the contract.
 4. The CRDA shall evaluate whether the Candidate is qualified based upon Application Exhibits A, A.1, A.2 and A.3, DAS registration and the following objective criteria:
 - a. Previous Experience with major repair and renovation work within an operating arena and experience with MEP systems of similar size and complexity.
 - b. Financial Ability/Bonding and Insurance Capacity.
 - c. Managerial Ability
 - d. Technical ability with major renovation projects in arenas.
 - e. Integrity
 - f. Experience and demonstrated ability in the management of fast track renovation and new construction projects of similar size and complexity.
- C. Exhibit B – Approach – Provide a detailed description of each component in the Scope of Work to be accomplished showing the Candidate’s approach and understanding of the project. This shall include but not be limited to:
 1. Describing how the Candidate plans on accomplishing the goals and objectives of the project for each phase of the work during each segment of the project as set forth below:
 - a. Phase 1 – Pre-Construction Services
 - b. Phase 2 – Early Release Bid Packages
 - c. Phase 3 – Construction Services
 - d. Phase 5 – Post Construction Services

2. Describe how the Candidate proposes to keep continuity from Pre-Construction Phase 1 through Construction Phase 2 and Phase 3 recognizing that there will be some overlap of the phase services due to the expedited schedule.
 3. Describe your project control systems, including but not limited to:
 - a. Cost Estimating
 - b. Budgeting
 - c. Scheduling
 - d. Project Cost Reporting
 - e. Project Management
 - f. On-site Supervision
 4. Describe your approach to controlling the Candidate's General Conditions.
- D. Exhibit C – Programs – Provide a description of your programs for the following:
1. Quality Assurance/Quality Control
 2. Job safety, including:
 - a. Safety record over the past five (5) years
 - b. OSHA Compliance Record and any fines levied against you in the last five (5) years
 - c. Safety Program and example of Site-Specific Safety Plan
 - d. Current EMR rating. An EMR of 1.0 or lower is a requirement of this RFP
 - e. COVID-19 Safety Program
 3. Affirmative Action, EEO and SBE/MBE Programs, including adherence to MBE/WBE requirements in similar projects.
 4. Prevailing Wage Rates Compliance
 5. Where applicable, provide, an electronic version on a USB of your manuals for each of the programs listed above.
- E. Exhibit D – Organization/Staffing – Provide a detailed description showing the Candidate's approach to staffing the project. This shall include but not be limited to:
1. Organization chart for each phase of the work.
 2. Identify your firm's in-house personnel, by discipline and capabilities. Provide detail on:
 - a. Plumbing, mechanical and electrical specialties
 - b. Structural capabilities
 - c. Planning and logistics
 - d. Cost Estimating
 - e. Value engineering
 - f. Bidding and procurement

3. Identify the proposed project team identifying roles and responsibilities by:
 - a. Job Title and job description
 - b. Resumes of key personnel to be assigned to each phase of this project
 - c. Indicate the percentage of time each team member will spend on the project
 4. Describe the current workload in your office and existing commitments of proposed team members to these projects.
 5. Describe your ability to immediately commence all services required by this project.
- F. Exhibit E – Candidate’s Approach to Management of the Schedule – Provide detail regarding schedule, including but not limited to the following:
1. Describe in detail how you will meet the project’s schedule goals.
 2. Provide a sample of a CPM schedule you used on a past project of similar scope and complexity.
 3. State your ability to complete the project in accordance with the milestone dates in Section 2.5 above.
 4. Identify key issues within CM control that could accelerate or result in a delay in the project schedule.
- G. Exhibit F.1 – Provide a sample CPM Schedule
- H. Exhibit F – Compensation – Based on the Project Description and Goals, Preliminary Budget, Project Phasing and Schedule and Scope of Services indicated in this RFP:
1. Identify the CM fee and CM Liability Insurance costs as Percentages (%) applied to each Task’s construction trade costs in Exhibit F.1.
 - a. The CM Fee will not be applied to General Conditions or General Requirements.
 - b. For deduct change orders that reduce the scope of work, the fee will be reduced by the standard fee percentage multiplied by the reduction in the cost of the work.
 - c. For deduct change orders based on value engineering changes or adjustments to allowance items that do not substantially change the scope of work, the fee will not be reduced.
 2. Provide the CM Bond cost as a percentage (%) applied to General Conditions, General Requirements, and each Task’s construction trade costs.
 3. Provide monthly budgets in Exhibit F.1 for:
 - a. Phase 1 – Preconstruction: General Conditions (CM staff costs) and General Requirements (CM reimbursable costs)
 - b. Phase 2 – Early Release Bid Package Construction: General Conditions and General Requirements (limited scope)
 - c. Phase 3 – Construction: General Conditions and General Requirements
 - d. Phase 4 – Intentionally omitted.
 - e. Phase 5 – Post-Construction: Specific costs not included in Phase 2 General Conditions and General Requirements

- f. Include all assumptions upon which the General Conditions budget is based.
4. Identify the effects on fee of:
- Substantial Increases or decreases to the size of the project from the size described in this RFP (i.e. addition of the Phase 2 Scope of Work).
 - Exhibit F.1 will serve as the basis for added General Conditions and General Requirement costs due to delays in the construction schedule beyond the CM's control.
5. Provide the direct labor costs for all levels of staff assigned to this project:
- Indicate the multiplier used to calculate their hourly costs
 - Describe any rate increase which you expect during the course of this project that would change these direct labor costs.
 - Note that **Prevailing wage rates apply** for this project.
- I. Exhibit G – Additional Information – The Candidate is encouraged to include additional information which you believe will expedite the selection of a Candidate. This information can include but is not limited to:
- Innovative proposals with respect to schedule, cost or other relevant areas of the project;
 - Additional recommendations to achieve timely completion;
 - Any other information the Candidate considers helpful in the Selection Committee's evaluation of the proposal.
- J. Exhibit H – Pre-Qualification Certification – Provide written evidence that The Candidate, at the time when the Proposal is submitted, possess a valid license, registration, or certification issued by the CT Dept. of Administrative Services as a pre-qualified Construction Manager at Risk (Group B) per CGS 4a-100 approved for a single minimum \$78 million value construction management project and by CT Dept. of Consumer Protection in accordance with CGS Section 20-341gg as a major construction contractor. If a joint venture, all joint venture partners shall be so licensed, registered or certified. . Note: The minimum value of \$ 78 million +/- is required to provide for the possibility of adding the Concession Level 61 scope of work to the contract.
- K. Proposal Attachments:
- | | |
|--------------|---|
| Exhibit A | Qualification Application |
| Exhibit A.1 | Projects Best Portraying your Qualifications |
| Exhibit A.2 | Current Projects |
| Exhibit A.3 | All Past Projects |
| Exhibit B | Approach |
| Exhibit C | Programs |
| Exhibit D | Organizational Structure and Staffing |
| Exhibit E | Candidate's Approach to Meet the Schedule Goals |
| Exhibit E.1 | Sample Schedule (attached file) |
| Exhibit F | Compensation |
| Exhibit F.1 | General Conditions Matrix (attached file) |
| Exhibit G | Additional Information |
| Exhibit H | Pre-Qualification Information |
| Attachment A | RFP General Conditions and Requirements Certification |
| Attachment B | Form of Contract Comments |
| Attachment C | Certifications & Affidavits Sources |

Attachment C.1 List of Required Certifications and Affidavits

6.4 Selection Criteria:

The Request for Proposals will be rated based on the following criteria:

- A. Prior demonstrated experience handling projects of a similar scope as outlined in Exhibit A.1, A.2 and A.3
 - a. Previous Experience in repair and renovation of large arenas with MEP systems of similar complexity.
 - b. Previous Experience with renovation work within an operating arena
 - c. Technical Ability with major renovation projects in stadiums and/or arenas
 - d. Experience and demonstrated ability in the management of fast track renovation and new construction projects of similar size and complexity
- B. The financial viability of your firm as outlined in Exhibit A
- C. The identified Approach to managing responsibilities as outlined in Exhibit B
- D. The quality of supporting Programs as outlined in Exhibit C
- E. Commitment to Affirmative Action and evidence of successful SBE/MBE participation
- F. The Organizational Structure and experience and qualifications of personnel assigned to the project as outlined in Exhibit D
- G. The identified approach to meeting the project's Schedule as outlined in Exhibit E
- H. The submitted Compensation as outlined in Exhibit F and F.1 with supporting assumptions and calculations of how cost was determined for the General Conditions & Requirements.
- I. Additional relevant information as contained in Exhibit G
- J. A completed Pre-Qualification Certification per Exhibit H
- K. Proposal Attachments

6.5 RFP General Conditions and Requirements:

Important Note: All respondents must be willing to adhere to the following conditions and must positively state this in their submission on Attachment A.

- A. Any product, whether acceptable or unacceptable to the Selection Committee, submitted as a result of the RFP or any subsequent agreement is to be the property of the CRDA, except as otherwise agreed to in such subsequent agreement.
- B. The Candidate agrees that its submission will remain valid for a period of 30 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- C. The Selection Committee may amend or cancel this RFP, prior to the due date and time, if the Selection Committee deems it to be necessary, appropriate or otherwise in the best interests of the CRDA or the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a Candidate's submission not being considered.

- D. The Candidate must certify that the personnel identified in its response to the RFP phase of this solicitation will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the submission during the course of the project must be approved by the CRDA, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the CRDA. At its discretion, the CRDA may require the removal and replacement of any of the Candidate's personnel who do not perform adequately, regardless of whether they were previously approved by the CRDA.
- E. Any costs and expenses incurred by Candidates in preparing or submitting submissions are the sole responsibility of the Candidate. Candidate, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the submission.
- F. No additions or changes to the original submission will be allowed after submittal. While changes are not permitted, clarification of submissions may be required by the Selection Committee at the Candidate's sole cost and expense.
- G. Any proposal submitted under this solicitation may only be withdrawn by letter of request, signed by the Candidate and presented to Ms. Levis, prior to the time deadline for submission.
- H. Any proposal received after the deadline for submissions will not be opened.
- I. The Candidate represents and warrants that the submission is not made in connection with any other Candidate and is in all respects fair and without collusion or fraud. The Candidate further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the State participated directly in the Candidate's submission preparation.
- J. All responses to the RFP must conform to instruction. Failure to provide requested information or to follow the requested format may be considered appropriate cause for rejection of the submission.
- K. Rejection for Unresolved Contractual Disputes. The Selection Committee reserves the right to reject the final submission of any Candidate that is party to any on-going contractual dispute with the State.

6.6 Rights Reserved to the Selection Committee

- A. The Selection Committee and/or the CRDA reserve the right at its sole and absolute discretion to extend any of the actual or proposed dates in the time schedule applicable to all Candidates. The Selection Committee further reserves the right to reject any and all submissions from any or all candidates and to republish the RFP. The Selection Committee also reserves the right at its sole and absolute discretion to terminate the RFP process at any time prior to execution of any agreement.
- B. The Selection Committee reserves the right to award in part, to reject any and all submissions in whole or in part, to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the CRDA and/or the State will be served; for misrepresentation or when the Candidate is in default of any prior State contract; or if the submission limits or modifies any of the terms and conditions and/or specifications of the RFP.
- C. The Selection Committee reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Candidate and subsequently awarding the contract to another Candidate. Such action on the part of the Selection Committee shall not constitute a breach of contract on the part of the Selection Committee

since the contract with the initial Candidate is deemed to be void and of no effect as if no contract ever existed between CRDA and the Candidate.

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

Name of Candidate: _____

Exhibit A
QUALIFICATION APPLICATION

CONSTRUCTION MANAGER’S APPLICATION

(Use Extra Sheets as necessary, indicating question responding to on extra sheet)

1. Federal Employer ID Number/SSN: _____
2. Is your business a non-profit organization? Yes (Attach copy of 501c3) No
3. Is your business a: Proprietorship (Individual) Partnership, Joint Venture or Corporation (Type of Corporation) _____
4. # of years in business in Connecticut _____
5. Has your business operated under a different name at any time? If so, list name

6. How many years has your business operated under its current name? _____
7. If your organization is a corporation, answer the following:
 - Date of incorporation: _____
 - State of incorporation: _____
 - President’s name: _____
 - Vice-president’s name(s) _____
 - Secretary’s name: _____
 - Treasurer’s name: _____
8. If your organization is a partnership, answer the following:
 - Date of organization: _____
 - Type of partnership _____
 - Name(s) of general partner(s) _____
9. If your organization is individually owned, answer the following:
 - Date of organization: _____
 - Name of Owner: _____
10. Is your business currently a DAS certified small business enterprise? Yes (A copy of the certificate will be required at the RFP stage if your firm is selected to submit a proposal.) No.
11. Are you registered as: MBE WBE DBE SET ASIDE Have you been certified by the State of Connecticut as such? Yes No.

12. Have you been Pre-qualified by the Connecticut Department of Administrative Services (DAS) Contractor Pre-qualification program? Yes No If yes, attach a copy of each classification relative to this Application.
13. It is mandatory that the firm be legally qualified to do business in Connecticut. If the Candidate is a joint venture, all joint venture partners must be qualified to do business in the State of Connecticut. Are you legally qualified to do business in Connecticut?
 Yes, No
14. List all labor organizations with which you have agreements; a negative response will not be reason for disqualification.
15. What percentage of work do you commonly perform with your own forces as opposed to work contracted separately (average) of the past five (5) years?
_____ % of work performed with own forces
_____ % of work subcontracted
16. What percentage of the work for which you have served under contract for the past five years has been competitively bid on an open bid market as opposed to selected bidding or negotiation on the basis of invitation only?
_____ % open bid work
_____ % selected bid list or negotiated work
17. Within the past five (5) years has your firm or any part of your firm; any owner, or partial owner of your firm; or any other person in any way associated with or employed by your firm ever been barred, suspended, disqualified or otherwise precluded from bidding or offering a proposal on contracts by any municipality or any agency of the State of Connecticut, other states, or the Federal Government? If yes, include an explanation of any previous debarment and copies of any notice of reinstatement. Yes No
18. State whether within the past five (5) years you have been defaulted, terminated, or have had any liquidated damages or other contractual penalties for failure to timely or properly perform a contract assessed against you and indicate the current status of any litigation involving those transactions.
19. State whether within the past five (5) years you have been declared to be a non-responsible bidder or proposer on any public work project and identify the project and date of the findings.
20. Has your firm, or any part of your firm, any owner, or partial owner of your firm, or any person in any way associated with or employed by your firm ever: *(If yes to any question, please identify the offense, along with the location of the court or tribunal administering the matter, and the docket or proceeding number of the matter.)*

had a conviction or entry of a plea of guilty or nolo contendere for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract? Yes No

had a conviction or entry of a plea of guilty or nolo contendere under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects

responsibility as a contractor?

Yes No

had a conviction or entry of a plea of guilty or nolo contendere under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals? Yes No

been cited for noncompliance with contract provisions on a public project, of a character regarded by the awarding authority to be of such gravity as to indicate a lack of responsibility to perform as a state contractor, including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract? Yes No

within the previous five (5) years compiled a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, unless such failure to perform or unsatisfactory performance was caused by acts beyond your control? Yes No

on a public project or contract, been cited for any other cause the awarding authority determined to be so serious or compelling as to affect responsibility as a state contractor, including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts? Yes No

21. Where applicable, list all litigation or arbitration proceedings including out of court settlements initiated by or against you within the past five (5) years including all pending cases. List the name of the project, the project location and the court or arbitration number and location. Briefly describe, use a separate sheet if necessary, the circumstances and disposition of each case. **Specifically identify and provide details of each instance of claims or legal proceedings by or against a public or private Owner. Please note that generalized responses such as “litigation arising in the ordinary course of doing business” are not acceptable.**
22. List any OSHA citations within the past five (5) years under present business name or any past business name. Have you been cited for any willful or serious violation of OSHA, or of any standard, order or regulations promulgated pursuant to such Act which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupational Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; and which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction? Yes No

List your current EMR rating _____

23. List any criminal convictions related to the injury or death of any employee.
24. Have you appeared on any list published by the Connecticut State Labor Department of persons or firms that have been found by the National Labor Relations Board and by a final decision rendered by a Federal Court to have been in violation of the National Labor Relations Act, 29 USC § 151 et. Seq. or to have been found in contempt of court by a final decision of a Federal Court for failure to correct a violation of the National Labor Relations Act on three or more occasions involving different violations? Yes No *If yes, state the date of publication of such list by the Connecticut State Labor Department.*
25. Identify any instances within the previous five (5) years in which you or any entity in which you have an interest, has appeared on a list published by the State of Connecticut Labor Department of persons or firms

who the Labor Department has found you to have disregarded or violated your obligations to employees and subcontractors on public works projects under Connecticut General Statutes Sections 31-53 and 31-76c (i.e. payment of prevailing wages and overtime payments) or in which you have been barred from Federal government contracts in accordance with the provisions of the Davis Bacon Act, 40 U.S.C. § 276a-2. Describe in detail the circumstances of each violation, including but not limited to, the date and nature of the violation, the project on which the violation occurred, the source, if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial action which was taken and any other resolution of any such complaint or violation.

26. Identify any instances other than those described in response to Item 25 in which any complaint has been made to, or any investigation or inquiry has been conducted by, the State of Connecticut, Department of Labor regarding any alleged non-compliance by you or by any subcontractors on your previous projects, of any provision of Part III of Chapter 557 (Connecticut General Statutes Sections 31-52 through 31-57e, prevailing wage and other requirements) and Chapter 558 (Connecticut General Statutes Sections 31-58 through 31-761, minimum wage, overtime and other requirements) during the five calendar years immediately preceding this Application. Describe in detail the circumstances of each violation, including but not limited to, the date and nature of the violation, the project on which the violation occurred, the source if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial action which was taken and any other resolution of any such complaint or violation. *(If in the event that there were such instances as described in your response, you are further required to provide with your Application a written statement of the policy and procedures you would implement on this project in an effort to ensure that you and your subcontractors would remain in compliance with the statutory requirements for wage rates and payment of wages as noted above.)*
27. State whether you have ever been cited or penalized by any government agency for failure to comply with any affirmative action, non-discrimination, or other human rights requirements applicable to any work performed by you. *(If so, provide the date(s), details, disposition and docket number(s) for each such instance.)*
28. Are there any criminal charges, indictments or civil enforcement actions currently pending against you or your principals involving any of the offenses or violations referred to in Item 20 above? [] Yes [] No *(If yes identify the offense(s), court docket number and status of proceeding(s).)*
29. Have you ever been found by the Connecticut Department of Administrative Services Division of Construction Services (formerly Dept of Public Works), or another State Agency to be in violation of the subcontractor listing requirements or other provisions of Connecticut General Statutes Section 4b-95? [] Yes [] No *(If so, indicate the nature, date and circumstances of any such violation.)*
30. Have you ever been cited for or been the subject of a civil or criminal court proceeding alleging that you have violated the provisions of Connecticut General Statutes Sections 31-52 or 31-52A regarding providing preference to Connecticut citizens or residents in the construction of public buildings or works? [] Yes [] No *(If yes, provide details concerning the date, circumstances and disposition of any such citation or court proceeding.)*
31. Please provide the address of your Connecticut office and indicate whether it constitutes your home office, branch office, one of your principal places of business or otherwise, and state the number of years you have maintained an office in Connecticut.

32. Please state the percentages of your current past work and the dollar value which is being performed in Connecticut.

2019 _____% \$ _____

2018 _____% \$ _____

2017 _____% \$ _____

33. Please indicate the State in which you are incorporated and if it is not Connecticut indicate whether you are currently authorized to do business in Connecticut, as well as the date such authorization was obtained. Authorized? Yes No Date: _____

34. List all bid, or proposal protests you have engaged in over the past five years and the results of each instance by date, owner, architect, engineer, consultant, project and court or administrative docket number and location as applicable.

35. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? Yes No (If yes, please attach details.)

36. **Complete Exhibit A.1 in its entirety for all projects that best portray your qualifications for this Application’s Project.** (Make additional copies of Attachment A as needed). On Lines 6 and 7 of Attachment A, indicate the capacity in which you are or expect to be performing work; i.e. general contractor, construction manager at risk, construction manager for fee, sub/trade contractor, joint venture partner, design/builder, part of a design/build team, etc. Also, if you are not or do not expect to perform the entire project, specify the dollar value of work you did or will perform.

37. **Complete Exhibit A.2 in its entirety for all current projects and projects for which you are the apparent low bidder.** (Make additional copies of Attachment B as needed) On Lines 6 and 7 of Attachment B, indicate the capacity in which you are or expect to be performing work; i.e. general contractor, construction manager at risk, construction manager for fee, sub/trade contractor, joint venture partner, design/builder, part of a design/build team, etc. Also, if you are not or do not expect to perform the entire project, specify the dollar value of work you did or will perform.

38. **Complete Exhibit A.3 in its entirety for all major projects your organization has completed in the past five years.** (Make additional copies of Attachment C as needed) On Lines 6 and 7 of Attachment C, indicate the capacity in which you are or expect to be performing work; i.e. general contractor, construction manager at risk, construction manager for fee, sub/trade contractor, joint venture partner, design/builder, part of a design/build team, etc. Also, if you are not or do not expect to perform the entire project, specify the dollar value of work you did or will perform.

39. Provide the construction experience and present commitments of the key individuals of your organization.

40. List the personnel, together with their qualifications and resumes, of those individuals to be assigned to the project team for this project, including but not limited to the Project Executive, Site Manager, Project Manager(s), Safety Engineer, support staff, either located at the job site or your home office or both for

administrative, accounting, estimating, etc. State the specific anticipated involvement of each individual in the project.

41. For all those projects for which there is a completed Attachment A, B or C, identify and describe changes that were made in the project team for the project. The description should identify the reason for the change.
42. Describe the Quality Assurance/Quality Control/Code Compliance (“QA/QC/CC”) Program and Procedures which your firm typically uses on the type of project for which this application is submitted, in order to assure that the construction complies throughout with the requirements of the Contract Documents and complies with all applicable Building and Fire/Safety Code requirements. Your response should include, but not be limited to, a description of any and all inspection and testing procedures and activities, the various steps and procedures and methods used in the QA/QC/CC process, the nature and qualifications of the internal team and/or organizations and process are being followed from the planning, through construction, and through any applicable warranty or post construction period, the methods used to report on inspections, and observations such as, Quality Control reports, the methods to report to the Owner and to address and correct instances of contract and code non-compliance and construction and/or design defects and deficiencies, and whether your firm’s QA/QC/CC program and procedures are in writing.
43. Please further state whether on the project for which this application is being submitted you intend to use the QA/QC/CC program and procedures described in response to the foregoing. If no, describe any differences.
44. Every Candidate is expected to have in place a QA/QC/CC program and procedures and to describe them in detail in response to Item 42. You may use a separate sheet identifying the response as being to Item 42 if necessary. If your firm’s programs and procedures are in writing, such as in the form of a manual, you should additionally attach a copy of same in response to Item 72 of this Application, whereby miscellaneous materials are permitted to be attached. Have you attached the requested material? [] Yes [] No (*If no, please explain.*)

References:

45. List three or more trade references from whom you have purchased in quantity materials or equipment in the past five years.
46. Provide a list of references who can attest to having a record of harmonious relations with your firm. The list should include subcontractors, State and/or Municipal project administrators and any other projects which demonstrate harmonious relationships to the satisfaction of the Project Team. Prompt payment to subcontractors is one factor to be considered by the Project Team in evaluating relations with subcontractors and suppliers.
47. Provide documentation from the Connecticut Secretary of State’s Office that your firm is currently in good standing as a corporation if applicable.
48. Provide your State of Connecticut license, registration or certificate number, if a joint venture provides for each joint venture partner, for threshold building construction.

49. Has your firm or any part of your firm, affiliate, subsidiary, parent or predecessor, any owner, partial owner, or principal of your firm or any officer or managerial or supervisory employee of your firm ever been involved in any bankruptcy proceedings?

Chapter 11: Yes No

Chapter 7: Yes No

Provide the court location, caption and docket number of any such bankruptcy proceedings as well as a statement explaining the circumstances resulting in the filing. Please note that the institution of bankruptcy proceedings in and of itself shall not be considered as grounds for non-qualification.

Candidate’s bonding company must be licensed to do business in the State of Connecticut.

50. Name of bonding company: _____

51. Name and address of agent: _____

52. What is the most current rating the A.M. Best Company has assigned your bonding company?

53. Total bonding capacity as of the first working day of this month, state in dollars, not as a range:

\$ _____

54. Total bonding committed as of the first working day of this month, state in dollars not as a range:

\$ _____

55. Maximum bonding permitted by your Bonding Company for a single project for your firm, state in dollars not as a range:

\$ _____

56. Provide a listing of your anticipated completion of current bonded work to indicate when additional capacity will be available.

57. Does your bonding company hold a Certificate of Authority as an acceptable Surety and/or Reinsuring Company acceptable to the U.S. Department of Treasury?

Yes No

58. What is the maximum single amount Bond limitation established by the U.S. Department of Treasury for your Bonding Company?

\$ _____

If this amount is less than the estimated value of the project contemplated under this Application, how will the bonding requirement be met?

59. Submit a letter from your Bonding Company or its representative confirming items from Items 52 through 58.
60. Has any surety which issued a performance bond on your behalf ever completed work in its own name or financed such completion of your behalf?
- Yes No
61. Provide a statement detailing any financial interest in any other construction business, including any financial interest of 25% or more, which any officer, principal or key employee of the firm have in the Contractor or other construction business.

Financial Statement.

62. Attach an Audited Financial Statement. If the Candidate is a Joint Venture, attach the required financial statement for each Joint Venture Partner. To be considered responsive, the audited statement shall contain, as a minimum, all Notes to the Financial Statement, Current Assets, Net Fixed Assets, Other Assets, Current Liabilities, Audited Balance Sheet, Audited Statements of Income and Retained Earnings, Audited Statements of Cash Flow, as well as the Statement of Auditors Opinion.

The Audited Financial Statement should include the name and address of the firm preparing the statement and the date prepared.

63. Is the attached financial statement for the identical organization named as the Candidate?
 Yes No *(If no, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary)).*
64. Will the organization whose financial statement is attached act as guarantor of the contract for construction? Yes No
65. Disclose and identify any relationship and/or potential conflicts of interest which the Candidate may have with any director, officer or employee of CRDA, HSG or the City of Hartford, or any member of the Project Team or their representatives or any consultants involved in the selection process or any architect, consultant, engineer or designer of the proposed project for the purpose of determining whether a conflict of interest exists.
- Candidate has no conflict of interest
 Candidate has a potential conflict of interest and herewith has attached a full disclosure of said potential conflict of interest.
66. Identify any instances during the five calendar years immediately preceding the current date in which any complaint has been made to, or any investigation or inquiry has been conducted by the State of Connecticut Ethics Commission, or by any other State of Connecticut Agency or Department, regarding any alleged non-compliance by you, or anyone employed by you or acting in your behalf, with Connecticut General Statutes Sections 1-79 through 1-101, pertaining to Codes or Ethics for Public Officials and Lobbyists, and particularly Section 1-84, listing prohibited activities including the giving of "gifts" as defined therein to public officials and employees. Describe in detail each alleged violation and the circumstances pertaining thereto, including but not limited to the date or dates of such alleged violation, the factual background, nature and specifics of the alleged violation, the source, if known, or any complaint giving rise to the investigation, the penalty, if any,

imposed or other action taken by the investigating agency or any other agency to which the matter was referred, any remedial action which has been taken and any other resolution of any such complaint or alleged violation.

67. If the Candidate is a Joint Venture identify the nature and percentage of the work of this project for which each joint venture partner will be primarily responsible.

Attach a copy, executed if available, of your joint venture agreement pursuant to which you propose to perform work on this project.

68. Attach a sample copy of your Connecticut Workers Compensation Insurance Certificate. Also, please provide your national Council on Compensation Insurance (NCCI) Experience Modification Sheet and **state here** your Workers Compensation Experience Modification: _____.

69. Attach a sample copy of your General Liability Certificate.

70. Attach a sample copy of your Automobile Liability Certificate.

71. Have you ever worked on a project that has a Project Labor Agreement (PLA)? [] Yes [] No (If yes, please identify the project(s) and whether any members of your proposed project team had a role in the negotiations.

72. Please provide any other information which you feel would be appropriate or helpful for the Project Team to consider in making its determination.

SIGNATURE

Dated at this _____ day of _____

Name of Organization: _____

By: _____

Title: _____

M_____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____

Notary Public:

My Commission Expires:

Name of Candidate: _____

Exhibit A.1

**PROJECTS BEST PORTRAYING YOUR QUALIFICATIONS
FOR THIS APPLICATION'S PROJECT**

NO SUBSTITUTION OF FORMAT

Project Information Sheet

1. Project Name: _____

2. Project Location: _____

3. Project Owner: _____

4. Project Architect: _____

5. Project Engineer(s):

Civil: _____

Structural: _____

Mechanical: _____

Electrical: _____

6. Project role (Item 36 of Exhibit A Application):

7. Percentage of work performed by Own forces: _____%

If less than 100% indicate dollar value performed: \$ _____

8. Contract Dates: Date of Notice to Proceed: _____

Date of Substantial Completion: _____

9. Contract Times: Original Contract Timeframe: _____

Final Contract Timeframe: _____

10. Contract Cost: Original Contract Cost: \$ _____

Final Contract Cost: \$ _____

11. Value of Change Orders Submitted for Consideration: _____

12. Value of Change Orders Approved: _____

13. Owner Reference:

Name: _____

Telephone: _____

14. Architect Reference:

Name: _____

Telephone: _____

15 Engineer References:

Civil:

Name: _____

Telephone: _____

Structural:

Name: _____

Telephone: _____

Mechanical:

Name: _____

Telephone: _____

Electrical:

Name: _____

Telephone: _____

16. Major Subcontractor References: (if a trade was not used on this Project enter N/A):

Masonry:

Name: _____

Telephone: _____

Electrical:

Name: _____

Telephone: _____

Mechanical:

Name: _____

Telephone: _____

HVAC:

Name: _____

Telephone: _____

Plumbing:

Name: _____

Telephone: _____

Fire Proofing:

Name: _____

Telephone: _____

Roofing:

Name: _____

Telephone: _____

Audio Visual:

Name: _____

Telephone: _____

Other:

Name: _____

Telephone: _____

17. Major Supplier Reference:

Name, Address, Telephone, Contact Person, e-mail, Estimated Annual Expenditures:

18. Briefly describe the project. Indicate comparisons between the work of the above project with the work of the project for which this application is submitted.

19. If the "Final Contract Time" stated above is in excess of 45 days of the "Original Contract Time", please provide a brief explanation.

20. If the "Final Contract Cost" exceeds the "Original Contract Cost" By more than 3%, please provide a brief explanation.

21. List the key personnel in your firm who were assigned to the project (principal in charge, project manager, field superintendent, field office manager, field engineer, etc.) who had direct responsibility for the day-to-day management of this project and state whether or not each of these people are still employed by your firm.

22. Were you required to furnish a Labor and Material Payment Bond for this project?

YES _____ NO _____

Were you required to furnish a Performance Bond for this project?

YES _____ NO _____

23. What percentage of the work for this project was performed with your own forces as opposed to subcontracted work?

Name of Candidate: _____

Exhibit A.2

CURRENT PROJECTS AND WHERE NOTED
PROJECTS YOU ANTICIPATE BE BEING AWARDED

SUBSTITUTION OF FORMAT PERMITTED

Project Information Sheet

- 1. Project Name: _____
- 2. Project Location: _____
- 3. Project Owner: _____
- 4. Project Architect: _____
- 5. Project Engineer(s):
 - Civil: _____
 - Structural: _____
 - Mechanical: _____
 - Electrical: _____
- 6. Project role (refer to Item 37 of Exhibit A Application):

- 7. Percentage of work expected to be performed by Own forces: _____%
- 8. Contract Dates: Date of Notice to Proceed: _____
Date of Substantial Completion: _____
- 9. Contract Times: Original Contract Timeframe: _____
- 10. Contract Cost: Original Contract Cost: \$ _____
- 11. Value of Change Orders Submitted for Consideration: _____
- 12. Value of Change Orders Approved: _____

13. Owner Reference:

Name: _____

Telephone: _____

14. Architect Reference:

Name: _____

Telephone: _____

15. Engineer References:

Civil:

Name: _____

Telephone: _____

Structural:

Name: _____

Telephone: _____

Mechanical:

Name: _____

Telephone: _____

Electrical

Name: _____

Telephone: _____

Name of Candidate: _____

Attachment A.3

ALL PAST PROJECTS

SIMPLIFIED SUBSTITUTION OF FORMAT PERMITTED

Project Information Sheet

1. Project Name: _____

2. Project Location: _____

3. Project Owner: _____

4. Project Architect: _____

5. Project Engineer(s):
Civil: _____

Structural: _____

Mechanical: _____

Electrical: _____

6. Project role (refer to Item 38 of Exhibit A Application):

7. Percentage of work performed by Own forces: _____%

If less than 100% indicate dollar value performed: \$ _____

8. Contract Dates: Date of Notice to Proceed: _____

Date of Substantial Completion: _____

9. Contract Times: Original Contract Timeframe: _____

Final Contract Timeframe: _____

10. Contract Cost: Original Contract Cost: \$ _____

Final Contract Cost: \$ _____

11. Value of Change Orders Submitted for Consideration: _____

12. Value of Change Orders Approved: _____

13. Owner Reference:

Name: _____

Telephone: _____

14. Architect Reference:

Name: _____

Telephone: _____

15. Engineer References:

Civil:

Name: _____

Telephone: _____

Structural:

Name: _____

Telephone: _____

Mechanical:

Name: _____

Telephone: _____

Electrical

Name: _____

Telephone: _____

Name of Candidate: _____

Exhibit B
APPROACH

ATTACH HERE:

Provide a detailed description of each component in the Scope of Work to be accomplished showing the Candidate's approach and understanding of the project.

Name of Candidate: _____

Exhibit C
PROGRAMS

ATTACH HERE:

A description of your programs as outlined in Submission Requirements

Name of Candidate: _____

Exhibit D
ORGANIZATIONAL STRUCTURE AND STAFFING

ATTACH HERE:

A description of your organizational structure and staffing as outlined in Submission Requirements

Name of Candidate: _____

Exhibit E
SCHEDULE

ATTACH HERE:

- A. Plan to meet the project’s goals regarding project schedule.
- B. Sample of a CPM schedule you used on a past project of similar scope and complexity.
- C. Ability to complete the project in accordance with the Preliminary Project Schedule, Attached hereto as Exhibit E-1.
- D. Key issues within CM control that could accelerate or result in a delay in the project schedule.

Name of Candidate: _____

Exhibit F
COMPENSATION

ATTACH HERE:

Your compensation proposal as requested in Submission Requirements. Also indicate supporting assumptions and calculations of how cost was determined for the General Conditions and General Requirements.

Fill Out and print the file Exhibit F-1 General Conditions Matrix.xls (included in the RFP package) and attach here.

Name of Candidate: _____

Exhibit G
ADDITIONAL INFORMATION

ATTACH HERE:

Any additional information that you would like considered:

Name of Candidate: _____

Exhibit H

PRE-QUALIFICATION INFORMATION & CERTIFICATIONS /AFFIDAVITS

ATTACH HERE: Provide written evidence that The Candidate, at the time when Proposal is submitted, possess a valid license, registration, or **certification issued by the CT Dept. of Administrative Services as a pre-qualified Construction Manager at Risk (Group B) per CGS 4a-100 approved for a single minimum \$78 million value construction management project** and by CT Dept. of Consumer Protection in accordance with CGS Section 20-341gg as a major construction contractor. If a joint venture, all joint venture partner shall be so license, registered or certified. . Note: The minimum value of \$ 78 million +/- is required to provide for the possibility of adding the Concession Level 61 scope of work to the contract.

Also attach all Certifications /Affidavits

Name of Candidate: _____

Attachment A

RFP GENERAL CONDITIONS AND REQUIREMENTS CERTIFICATION

The undersigned hereby affirms the Candidate shall adhere to the RFP Conditions as contained in the RFP for Construction Management Services for the XL Center 2020 Renovation Project.

Submitted:

Date: _____

(Signature of Official)

(Print Name and Title of Official)

Name of Candidate: _____

Attachment B
Form of Contract Comments

CRDA intends to use an amended AIA A133-2009 Standard form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price and A201-2007 General Conditions of the Contract for Construction as the Form of Contract. Modifications have been made to require adherence to programmatic and statutory requirements identified in the RFP and others as required by law. Appendix E also includes additional Form of Contract modifications that will be attached to the Contract.

In order to provide flexibility and accommodation for a fast track approach to construction, The AIA A133-2009 Agreement as modified, is a Task oriented Contract. Specific Scopes of Work will be identified, bid out and then added to the Contract by a Task Authorization Amendment (TA). A TA may include a single bid package or multiple bid packages. General Conditions, General Requirements and CM Allowances will also be added to the Contract in TA(s). Each TA includes a Guaranteed Maximum Price for the TA’s specific Scope of Work. The Contract Sum is the total of all executed TAs.

Drafts of these contract documents have been attached hereto as Attachment B.1 – AIA A133-2009, B2 – A201-2007 and B3 – Task Authorization Form. Candidates should identify below any issues/comments with the AIA documents, programmatic and statutory requirements and Appendix E.

Submitted:

Date: _____

(Signature of Official)

(Print Name and Title of Official)

Attachment B.1, B.2 & B.3**Form of Contract**

A draft of the amended AIA A133-2009 Standard form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price is attached hereto in a separate file as Attachment B.1. The AIA A201-2007 General Conditions of the Contract for Construction has been attached hereto in a separate file as Attachment B.2. The Task Authorization Amendment form has been attached hereto in a separate file as Attachment B.2.

Attachment C Certifications & Affidavits Sources

The following Forms are available at the websites listed below:

Form 1 – Gift and Campaign Contribution Certification
Form 5 – Consulting Agreement Affidavit
Form 6 – Affirmation of Receipt of State Ethics Laws Summary
Form 7 – Iran Certification is available at:
<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

Guide to the Code of Ethics for Current or Potential State Contractors is available at:
<https://portal.ct.gov/-/media/Ethics/Guides/2019/ContractorsGuidetotheCodeofEthicsRevJan2019pdf.pdf?la=en>

CHRO Candidate Contract Compliance Forms are available at:
<https://portal.ct.gov/CHRO/Contract-Compliance/Contract-Compliance/Contract-Compliance-Forms-and-Reports>

Nondiscrimination Certification forms are available at:
<https://portal.ct.gov/OPM/Fin-PSA/Forms/Nondiscrimination-Certification>

State Elections Enforcement Commission Form 10 is available at:
https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf

Internal Revenue Service Form W-9 is available at:
<https://www.irs.gov/forms-instructions>

Department of Revenue Services registration information for out of state contractors may be found at:
<https://portal.ct.gov/DRS/Businesses/New-Business-Portal/Registration-Information>

Department of Labor “Prevailing Wage Rates” will be posted each July 1 on the Department of Labor website:
<https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

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 C.1**LIST OF REQUIRED CERTIFICATIONS & AFFIDAVITS**

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

1. DAS Contractor Prequalification Certification and current Update Statement
2. Surety Letter from Candidates bonding company stating the Candidate, if awarded a contract, can obtain the required Performance and Labor and Materials Payment Bonds in the full amount of the Base RFP
3. OPM Ethics Form 1, Gift and Campaign Contribution Certification
4. OPM Ethics Form 5, Consulting Agreement Affidavit
5. OPM Ethics Form 6, Affirmation of Receipt of State Ethics Laws Summary
6. OPM Iran Certification, Form 7
7. Guide to the Code of Ethics for Current or Potential State Contractors (initial each page)
8. 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 Please copy Conflict of Interest Statue on page 50 onto Company letter head and list any conflicts, or state “none” and sign.
9. CHRO Candidate Contract Compliance Monitoring Report ([link on page 55](#))
10. Nondiscrimination Certification forms (as applicable)
 - 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
11. State Elections Enforcement Commission Form 10
12. Internal Revenue Service Form W-9
13. General Conditions Certification
14. Acknowledgement of Receipt of RFP Addenda
15. RFP Guarantee
16. Out of State Contractors: Proof of Registration Department of Revenue Services registration information for out of state contractors. Forms may be found at:
<https://portal.ct.gov/DRS/Businesses/New-Business-Portal/Registration-Information>
17. Prevailing Wage is required for this Project. The successful Candidate shall obtain Prevailing Wage Rates for the project from the Department of Labor. Additional information is available on the Department of Labor website: <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

Attachment D
CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

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

Connecticut General Statute Section 4a-60 was adopted to ensure 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 Region 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.

Attachment E
ADMINISTRATIVE AND STATUTORY REQUIREMENTS
STANDARD 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.