

REQUEST FOR PROPOSALS

Comprehensive Building System Assessment for Pratt & Whitney Stadium at Rentschler Field East Hartford, Connecticut

Issued June 4, 2021

Key Dates:

**June 14, 2021 – Stadium Walkthrough
June 24, 2021 -- Questions from Proposers Due
July 8, 2021 - Proposals Due**

Solicitation #21-017

A PUBLIC SOLICITATION ISSUED BY THE
CAPITAL REGION DEVELOPMENT AUTHORITY

TABLE OF CONTENTS

I. Introduction.....3

II. Project Description3

III. Scope of Services4

IV. General information5

V. Submittal Requirements.....7

Vi. Selection Criteria9

VII. General Requirements and Conditions.....10

Attachments - Required Forms

- ATTACHMENT A - Stadium Plan
- ATTACHMENT B - Stadium Energy Audit Recommendations
- ATTACHMENT C - Reference List
- ATTACHMENT D - Consulting Agreement Affidavit
- ATTACHMENT E - Affirmation of Receipt of State Ethics Laws Summary
- ATTACHMENT F - Gift and Campaign Contribution Certification
- ATTACHMENT G - Nondiscrimination Certification
- ATTACHMENT H - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations
- ATTACHMENT I - Contract Compliance Package
- ATTACHMENT J - Sample Contract

I. INTRODUCTION

The Capital Region Development Authority (“CRDA”) is seeking proposals from qualified firms interested in conducting a Comprehensive Building System Assessment for Pratt & Whitney Stadium at Rentschler Field (the “Stadium”) located at 615 Silver Lane in East Hartford, Connecticut.

As described more fully in this Request for Proposals (“RFP”), CRDA is looking for a firm to conduct a comprehensive assessment of all Stadium structural and MEP systems and provide recommendations (including cost estimates) for repairs and upgrades.

A quasi-public agency of the State of Connecticut, CRDA operates the Stadium on behalf of its owner, the Office of Policy and Management (“OPM”), pursuant to the terms of a Memorandum of Understanding, which expires June 30, 2023. Additional information on CRDA is available at www.crdact.net.

II. PROJECT DESCRIPTION

Pratt & Whitney Stadium at Rentschler Field is a 38,000-seat, open-air facility located on the site of a former airfield in East Hartford, Connecticut.

Opened in 2003, the Stadium serves as the home field of the University of Connecticut Husky football program and hosts other athletic, cultural, entertainment and civic events throughout the year. Currently the second largest natural grass facility in New England, the Stadium has also welcomed a variety of international soccer matches, as well as rugby and lacrosse tournaments.

The Stadium’s upper and lower bowls include 31,700 bench seats and 4,000 premium chair backs. A wide concourse, ringed by 20 concession stands and restroom facilities, separates the two bowls. Locker rooms, as well as the Stadium kitchen, administrative offices and storage, are located beneath the southeast side of the facility.

The south side of the Stadium is framed by the “Tower”, a dramatic five-story structure which houses a 650-seat Club Room and 38 luxury suites, as well as press facilities and radio/TV broadcast rooms. The Club Room can seat up to 500 people in a banquet setting and is available year-round for catered events, corporate meetings and other functions.

Named for Frederick Rentschler, one of Pratt & Whitney’s founders, the Stadium site was donated to the State by Pratt’s parent company, United Technologies Corporation (“UTC”) in 2000. Additional land donations by UTC in 2007 and 2015 allowed the State to construct supplemental parking areas adjacent to the Stadium.

Spectra Venue Management is responsible for day-to-day management of the Stadium, pursuant to a management contract with CRDA, which expires June 30, 2023.

III. SCOPE OF SERVICES

While certain components of the Stadium have been upgraded during its eighteen years of operation, most of the building's structural and mechanical systems are original. Not surprisingly, repairs and replacements have become more prevalent and more expensive with each passing year. While the State has allocated funds for immediate needs, the overall approach has been piecemeal.

To gain a better understanding of what work needs to be addressed and to make the most efficient use of State funds, CRDA is seeking a firm to conduct a comprehensive assessment of all systems, including:

- 1) Civil – Paving, walkways and underground utilities.
- 2) Architectural – Roofing, siding, interior finishes, egress and possible code updates.
- 3) Security – Access control and video surveillance (both during events and when the building is unoccupied).
- 4) IT, networking, video and sound systems.
- 5) Food Service Equipment.
- 6) Field – turf, as well as irrigation and drainage systems.
- 7) Field and parking lot lighting
- 8) MEP – HVAC equipment, piping, duct work and controls, plumbing piping, fixtures and hot water heaters, electrical panels, fixtures and controls. *(Bidders should note that in 2020, the State Department of Administrative Services commissioned an energy audit of the Stadium that made a number of recommendations for repairs/upgrades to the building's HVAC system. A copy of those recommendations is included here as Attachment B.)*
- 9) Life Safety – Emergency power, fire alarm systems and fire sprinkler systems, and
- 10) Elevators.

As part of the assessment, the selected firm should also suggest upgrades that could improve operational efficiency and/or contribute to maintaining the Stadium as a first-class, modern venue. The selected firm should plan on meeting with representatives of the Connecticut Office of Policy & Management, Spectra Venue Management, and the UConn Athletic Department to consider their suggestions for upgrades and improvements.

The project shall be organized as follows:

Phase 1 – Deliverables shall include an executive summary of the major deficiencies in each of the categories listed above and potential issues if these deficiencies are not addressed in a timely manner. Phase 1 shall also include order-of-magnitude estimates* for each category.

Phase 2 – Deliverables shall include a detailed schedule of recommended repairs organized by critical need with detailed pricing estimates*.

Phase 3 – Deliverables shall include a detailed schedule of recommended code and facility upgrades organized by priority with detailed pricing estimates*.

* Such estimates shall reflect the use of payment & performance bonds, prevailing wages, and State of Connecticut small/minority business set-asides.

IV. **GENERAL INFORMATION**

A. **CRDA Contact Information**

The official contact person for the purposes of this RFP is:

Kim Hart
Capital Region Development Authority
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819
Telephone: (860) 493-2925
Email: khart@crdact.net

All communications with CRDA regarding this RFP must be directed to Ms. Hart.

All communications with CRDA or any person representing CRDA concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by a proposer or its representatives may result in disqualification or other sanctions.

B. **Mandatory Site Walk**

A tour of the Stadium will be held at **11:00 a.m. on Monday, June 14, 2021** and prospective bidders are required to attend. Interested persons should enter the Stadium site through the entrance on Silver Lane (East Gate) and meet at Gate B at the rear of the Stadium.

C. **Questions and Amendments**

All questions regarding this RFP and submission requirements must be directed, in writing, to Ms. Hart by **June 24, 2021**. Written responses to all questions will be posted by **June 28, 2021** on the CRDA website at http://crdact.net/about_us/rfps_contracts.html and on the State of Connecticut contracting portal at https://biznet.ct.gov/SCP_Search/default.aspx?Src=CISplash.

Any amendments to this RFP will be posted on these websites and respondents are advised to periodically check the sites.

D. **Proposal Deadline**

Proposals submitted in response to this RFP must be submitted by 3:00 p.m. Eastern time on Thursday, July 8, 2021 in the one of the following ways:

1) Emailed to Ms. Hart at khart@crdact.net

OR

2) Mailed or dropped off to the address below

Kim Hart
Capital City Economic Development Authority
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819

If hard copies are being submitted, the packet should include one (1) original and three (3) hard copies of the proposal, together with one (1) copy on a USB flash drive.

E. Short Lists; Presentation

CRDA may decide on the basis of the proposals to “short-list” one or more respondents and invite them to make individual presentations. For planning purposes, such presentations, if requested, would be expected to take place at the **week of July 12, 2021**.

F. Sample Contract

A sample CRDA contract is included as Attachment J..

V. SUBMITTAL REQUIREMENTS

All submissions must follow the required format and address all requirements listed in the prescribed order using the numbering system below. Failure to follow the required format may result in disqualification of a submission.

All submissions must be signed by the proposer. Unsigned submissions will be rejected. Submissions transmitted by facsimile may not be accepted or reviewed.

Part 1 – Cover Letter

The cover letter shall be signed by a person authorized to legally bind the proposer and must include the following items:

- The identity of the proposing or lead firm and any partners, consultants or subcontractors included as part of the response, and a description of its legal form and domicile.
- The names of the individuals involved in the preparation of the RFP response and of any individuals employed or compensated to develop or advocate or solicit for the proposal along with their relationship to the proposing firm. Identify any such individuals who are subject to the provisions of the Connecticut Code of Ethics for Lobbyists.
- A statement confirming that the respondent has sole and complete responsibility for performing the services as proposed.
- A statement expressly acknowledging, accepting and agreeing to the General Requirements and Conditions in Section VII of this RFP.

Part 2 – Table of Contents

Proposers must include a Table of Contents that lists sections and subsections with page numbers that follow the organization and sequence for this submission as required.

Part 3 – Organizational Profile

1. Qualifications. Describe how your experience or special knowledge, skills or abilities meet CRDA's needs as outlined in this RFP.

2. Summary of Relevant Experience. Provide a listing of comparable projects which the respondent and/or its proposed team currently provide these consulting services or have provided such services within the last three (3) years. Additionally, provide detailed information on the type and scope of the projects and scope of services provided. Include name, title, address, telephone and email address of the client contact or contract administrator.

3. Subconsultants – Include a list of all subconsultants who would be engaged on this project.

4. Firm/team's affirmative action plan.

Part 4 – Partners

If a proposal is submitted jointly by two (2) or more entities that will share responsibility for contract performance in any way, provide the same information required under Parts 3 and 5 for each such entity

Part 5 – Conflict of Interest

Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-86.

Part 6 – Fee Proposal

Respondents should include a fee proposal split between Phase I, Phase 2 and Phase 3 scopes.

Part 7 – Additional Data

Provide any additional information which the proposer wishes to bring to the attention of CRDA that is relevant to this RFP.

Part 8 – References

Completed Attachment C.

Part 9 – Required Forms

Completed Attachments D, E, F, G, H and I.

VI. SELECTION CRITERIA

The following criteria shall be evaluated as part of the selection process. They are presented as a guide for the respondent in understanding CRDA's requirements and expectations for this project and are not necessarily exclusive or presented in order of importance.

- A. Firm's qualifications and experience with similar facilities.
- B. Proposed work plan.
- C. Fee proposal.
- D. References (Attachment C).
- E. Familiarity with, and commitment to, State's policy goals of affirmative action, nondiscrimination and minority hiring.

VII. GENERAL REQUIREMENTS AND CONDITIONS

1. If you elect to respond to this RFP, submission of your Proposal constitutes your acceptance of the following understandings:

- a. Proposals must be signed by an authorized officer of the proposer. Proposals must also provide name, title, email address and telephone number for (i) individuals with authority to negotiate and contractually bind the entity, and (ii) those who may be contacted for the purpose of clarifying or supporting the information provided in the Proposal.
- b. This RFP is not an offer or commitment, and neither this RFP, the RFP process nor any subsequent negotiations shall give rise to any commitment or obligation on the part of CRDA/OPM or confer any rights on any proposer unless and until a binding written agreement is executed by CRDA and the proposer.
- c. CRDA reserves the right, in its sole and absolute discretion, to (i) to reject any or all proposals received in response to this RFP for any reason and at any time; (ii) to waive any irregularities or deficiencies in any proposal; (iii) to discuss a proposal or enter into negotiations with any proposer without notice to other proposers; (iv) to suspend or discontinue any such discussions or negotiations at any time; (v) to extend, reopen, modify, cancel and/or reissue this RFP; (vi) to enter into discussions or negotiations with parties not responding to the RFP without first rejecting all proposals received in response to this RFP; (vii) to discuss, negotiate and enter into agreements with more than one proposer or any other party with respect to different responsibilities; and (viii) to use the proposals as a basis for negotiation and to negotiate with one or more proposers on terms other than set forth in this RFP or in any proposal.
- d. Proposals should be submitted on the most favorable terms from a technical, qualifications and price standpoint. CRDA will select for negotiation the proposal(s) that best meet its needs. While cost will be a factor to be considered, CRDA is not required and reserves the right not to accept the lowest priced proposal.
- e. The RFP is non-exclusive and CRDA reserves the right to select more than one proposer, to divide the work between one or more proposers, or to retain other firms for any of the work.
- f. CRDA will not be responsible for any expenses incurred by any proposer in conjunction with the preparation or presentation of any proposal with respect to this RFP or proposer's participation in the RFP process, all of which shall be at the proposer's sole cost and risk.
- g. CRDA is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, upon receipt at the office of CRDA, your proposal will be considered a public record or file subject to disclosure under the FOIA. The FOIA includes an exemption for responses to a request for proposals in a contract award process until the contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier. CRDA has determined that it is in the public interest to maintain the temporary confidentiality of proposals pursuant to this FOIA exemption.

The FOIA also includes exemptions for "trade secrets" and "commercial or financial information given in confidence, not required by statute." This exemption allows, but does not require, CRDA to withhold information that qualifies under these exemptions, which

exceptions remain available so long as the information continues to be treated by the submitting party as confidential and is not readily available to the public from other sources. Only the particular information falling within one of these exemptions can be withheld by CRDA if made the subject of a public records request under FOIA. Therefore, a proposer must specifically identify those particular sentences, paragraphs, pages, sections or exhibits that it claims to be exempt, together with a convincing explanation and rationale sufficient to support the claim of confidentiality for purposes of Section 1-210(b) of the Connecticut General Statutes in terms of the prospective harm to the competitive position of the submitting party if such information were to be released. In the absence of such identification and explanation, any claim that particular information is exempt from FOIA disclosure will be deemed to have been waived. If a public records access request is made, CRDA is required to, and reserves the right to, determine (i) whether information included in a proposal qualifies under these exemptions, and (ii) whether to withhold the information.

Proposers should be aware that (x) CRDA has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (y) the proposer will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (z) in no event shall CRDA or any of its officers, directors or employees have any liability for disclosure of documents or information in the possession of CRDA which CRDA, or such officer, director or employee, in good faith, believes to be required pursuant to the FOIA or other requirements of law.

In the event of a public records request for a proposal, CRDA may provide a copy of the proposal with all or part of the information redacted for which an exemption has been claimed on the basis of confidentiality. For this purpose, CRDA may request, and each proposer by submission of a proposal agrees promptly to provide to CRDA, a version of such proposal from which all information has been redacted for which an FOIA exemption based on confidentiality has been made.

- h. Except as otherwise expressly provided in an agreement with CRDA, each proposal and any work product developed under a contract awarded as a result of this RFP shall be the sole property of CRDA.

This RFP, the RFP process, and any contract awarded pursuant to this RFP are subject to all other applicable legal requirements.

2. If you elect to respond to this RFP, you will be deemed to have certified the accuracy and completeness of the following representations and warranties:
 - a. Neither proposer nor any of its principals (i) has been convicted of bribery or attempting to bribe a public official of the State of Connecticut; (ii) has been found to have violated the State Code of Ethics for Public Officials or Lobbyists (the "Code of Ethics"); (iii) has been suspended or disqualified from bidding on contracts with the State of Connecticut or any department, agency or quasi-public agency of the State of Connecticut; (iv) has knowingly committed any violation of the Code of Ethics or of any other procurement requirement in connection with this RFP; or (v) is in default under any contract with any department, agency or quasi-public agency of the State of Connecticut.

- b. Neither proposer nor any of its principals has received or paid, or agreed to receive or pay, any finders' fee (Section 3-13j through 3-13l of the Connecticut General Statutes) or other compensation or benefit from or to any third party in connection with this solicitation, procurement or award of a contract with CRDA pursuant to this RFP.
- c. Neither proposer nor any of its principals has provided anything of value to any officer, employee or board member of the CRDA, or any state public official or employee who may be involved with the RFP, for which full payment has not been made.
- d. (i) The proposal is not made in connection with any competing proposer submitting a separate response to this RFP and is in all respects fair and without collusion or fraud; (ii) the proposer did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; (iii) no officer, employee or board member of CRDA participated directly or indirectly in the proposer's proposal preparation; and (iv) the information contained in the proposal is true, accurate and complete and includes all information necessary to insure that the statements therein are not misleading.

3. A proposal will not be considered complete unless the proposer also submits the following:

- a. Completed references in the form attached as Attachment C.
- b. A completed Consulting Agreement Affidavit in the form attached as Attachment D.
- c. A completed Affirmation of Receipt of State Ethics Laws Summary in the form attached as Attachment E. The Summary is available here <https://portal.ct.gov/-/media/Ethics/Guides/2019/ContractorsGuidetotheCodeofEthicsRevJan2019pdf.pdf>
- d. A completed Gift and Campaign Contribution Certification in the form attached as Attachment F.
- e. A completed Nondiscrimination Certification in the form attached as Attachment G.
- f. A completed Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations in the form attached as Attachment H, and
- g. A completed Contract Compliance Package in the form attached as Attachment I.

Notwithstanding anything contained herein to the contrary, this RFP and the RFP process is solely for the benefit of CRDA. This RFP is not an offer susceptible to acceptance, but merely a request for proposals. CRDA shall have no liability or obligation of any kind as a result of this RFP or the RFP process, including as a result of any discussions or negotiations with a proposer, unless and until a binding agreement is entered into with a proposer. In making its selection of a successful proposer, the CRDA may consider any and all factors and considerations which the CRDA, in its sole discretion deems relevant, the relative importance of which shall be in the sole discretion of CRDA.

ATTACHMENT A
STADIUM BUILDING PLAN

ATTACHMENT B

STADIUM ENERGY AUDIT RECOMMENDATIONS

Energy/Cost Reduction Measure		Measure Type	Annual Electric Savings
			(kWh)
[Major System #1] Measures : Heating Ventilation & Air Conditioning System			
ECRM 1	Optimize RTU-501, 502, 504 & 505 System VAV Operations and Enhance DCV Control Strategies.	ECRM	108,036.00
ECRM 2	Add Space HVAC /Lighting Standby Mode to The Existing VAV Boxes in the Suite Areas.	ECRM	80,109.00
ECRM 3	Replace Evaporator Motors on Walk-in Coolers/Freezers with ECM Motors and Optimize Refrigeration Com	ECRM	18,116.00
ECRM 4	Replace Existing R-22 RTU Units (RTU-501, 502, 503, 504 & 505) for the Tower Building	CAPITAL	27,990.00
ECRM 5	Optimize AHU-205 & KE-101 Hood Exhaust Systems Serving the Kitchen Area	ECRM	46,991.00
ECRM 6	Implement DDC Outdoor Air Lock-out for Existing Electric Duct Heaters	ECRM	46,523.00
[Major System #4] Measures : Lighting System			
ECRM 7	Retrofit Existing Light Fixtures with LED Technology for Tower Building floors and Service Level	ECRM	36,591.00
ECRM 8	Add BMS Lighting Control to Existing Individual Lighting Zones in the Concourse Level	ECRM	25,757.00
TOTAL RECOMMENDED ECRMs			362,123.00
TOTAL RECOMMENDED CAPITAL			27,990.00
TOTAL RECOMMENDED ECRM & CAPITAL			390,113.00
TOTAL NOT RECOMMENDED ECRMs			-
TOTAL OF ALL SAVINGS			390,113.00

Annual Electric Savings (mmBTU)	Annual Natural Gas Savings (CCF)	Annual Natural Gas Savings (mmbtu)	Annual Fuel Oil Savings (mmbtu)	Annual Heating Steam Savings (MMBtu)	Annual Cooling Steam Savings (MMBtu)	Annual Hot Water Savings (MMBtu)	Annual Chilled Water Savings (DTons)	Annual Chilled Water Savings (mmbtu)	Annual Fossil Fuel Savings (MBtu)	Total Energy Savings (MIMBtu)	GHG Offset (Metric Tons CO2e)
368.62	1,237.00	123.70	-	-	-	-	-	-	127,440.00	496.00	36.95
273.33	240.00	24.00	-	-	-	-	-	-	24,672.00	298.00	23.80
61.81	-	-	-	-	-	-	-	-	-	62.00	5.09
95.50	165.60	16.56	-	-	-	-	-	-	17,055.00	113.00	8.75
160.33	2,089.00	208.90	-	-	-	-	-	-	215,121.00	375.00	24.30
158.74	-	-	-	-	-	-	-	-	-	159.00	13.08
124.85	-	-	-	-	-	-	-	-	-	125.00	10.29
87.88	-	-	-	-	-	-	-	-	-	88.00	7.24
1,235.56	3,566.00	356.60	-	-	-	-	-	-	367,233.00	1,603.00	120.76
95.50	165.60	16.56	-	-	-	-	-	-	17,055.00	113.00	8.75
1,331.07	3,731.60	373.16	-	-	-	-	-	-	384,288.00	1,716.00	129.51
1,331.07	3,731.60	373.16	-	-	-	-	-	-	384,288.00	1,716.00	129.51

GHG Offset per net cost	Annual Cost Savings	EUI Change*	Estimated Install Cost	Potential Incentive	Estimated Net Cost	Simple Payback Period after Incentives
(tons/net cost \$)*1000	(\$)	(kBtu/SF/yr)	(\$)	(\$)	(\$)	(yrs)
1.92	\$11,936.00	3.12	\$48,175.00	\$28,905.00	\$19,270.00	1.61
1.05	\$8,308.00	1.87	\$56,500.00	\$33,900.00	\$22,600.00	2.72
0.47	\$1,836.00	0.39	\$21,600.00	\$10,870.00	\$10,730.00	5.85
0.01	\$2,968.00	0.71	\$629,100.00	\$0.00	\$629,100.00	212.49
1.85	\$6,433.00	2.36	\$32,875.00	\$19,725.00	\$13,150.00	1.87
0.50	\$4,714.00	1.00	\$53,875.00	\$27,914.00	\$25,961.00	5.51
0.18	\$3,707.00	0.79	\$73,096.00	\$14,636.00	\$58,460.00	15.77
0.53	\$2,610.00	0.55	\$32,875.00	\$19,318.00	\$13,557.00	5.20
0.74	\$39,544.00	10	\$318,996.00	\$155,268.00	\$163,728.00	4.14
0.01	\$2,968.00	1	\$629,100.00	\$0.00	\$629,100.00	211.96
0.16	\$42,512.00	11	\$948,096.00	\$155,268.00	\$792,828.00	18.65
0.16	\$42,512.00	11	\$948,096.00	\$155,268.00	\$792,828.00	18.65

ATTACHMENT C

REFERENCES

Please provide a minimum of three (3) recent client references for projects similar in nature to the work being requested in the RFP. If necessary, please feel free to include additional client references in the format below:

CLIENT REFERENCE #1

PROJECT TITLE:

CONTACT & TITLE:

ORGANIZATION:

ADDRESS:

CITY:

STATE:

ZIP CODE:

CONTACT PHONE #:

BEST TIME TO CONTACT:

EMAIL ADDRESS:

CLIENT REFERENCE #2

PROJECT TITLE:

CONTACT & TITLE:

ORGANIZATION:

ADDRESS:

CITY:

STATE:

ZIP CODE:

CONTACT PHONE #:

BEST TIME TO CONTACT:

EMAIL ADDRESS:

ATTACHMENT C – REFERENCES, continued

CLIENT REFERENCE #3

PROJECT TITLE:

CONTACT & TITLE:

ORGANIZATION:

ADDRESS:

CITY:

STATE:

ZIP CODE:

CONTACT PHONE #:

BEST TIME TO CONTACT:

EMAIL ADDRESS:

ATTACHMENT D

Consulting Agreement Affidavit



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: ____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Form fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and Description of Services Provided.

Is the consultant a former State employee or former public official? [] YES [] NO

If YES: Name of Former State Agency, Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature block with fields for Printed Name of Bidder or Contractor, Signature of Principal or Key Personnel, Date, Printed Name (of above), and Awarding State Agency.

Sworn and subscribed before me on this ____ day of _____, 20__.

Commissioner of the Superior Court or Notary Public

My Commission Expires

ATTACHMENT E

Affirmation of Receipt of State Ethics Laws Summary



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature Date
Printed Name Title
Firm or Corporation (if applicable)
Street Address City State Zip

Awarding State Agency

ATTACHMENT F

Gift and Campaign Contribution Certification



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:** Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires



ATTACHMENT G

Nondiscrimination Certification

ATTACHMENT H

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor*, *prospective state contractor*, *principal of a state contractor* or *principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

ATTACHMENT I

Contract Compliance Package

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

<p>Company Name: Street Address: City & State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-Bidder is a minority business enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, check ownership category)</p> <p>Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/></p> <p>American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/></p> <p>Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/></p> <p>-Bidder is certified as above by State of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number:</p>

1. Will the work of this contract include subcontractors or suppliers? Yes No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service	<input type="checkbox"/>	<input type="checkbox"/>			Work Experience
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>			Ability to Speak or Write English
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>			Written Tests
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>			High School Diploma
Walk Ins	<input type="checkbox"/>	<input type="checkbox"/>			College Degree
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>			Union Membership
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Personal Recommendation
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Height or Weight
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>			Car Ownership
	<input type="checkbox"/>	<input type="checkbox"/>			Arrest Record
	<input type="checkbox"/>	<input type="checkbox"/>			Wage Garnishments

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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ATTACHMENT J

SAMPLE CRDA CONTRACT

CONSULTING SERVICES AGREEMENT

By and Between

**THE CAPITAL REGION
DEVELOPMENT AUTHORITY**

("CRDA")

and

("Contractor")

Effective As Of

*****, 2021

**Comprehensive Building System Assessment
for
Pratt & Whitney Stadium
at Rentschler Field**

SECTION 1

This Agreement (hereinafter referred to as the "Agreement") is entered into by and between the **Capital Region Development Authority** (hereinafter the "Authority" or "CRDA") acting pursuant to Connecticut General Statutes Sections 32-602, and *****, a ***** corporation having its principal offices at ***** (hereinafter "*****" or "Contractor").

SECTION 2 CONTRACT PERIOD

The term of this Agreement shall commence on or about ***** and shall terminate upon the completion of all of the tasks that are outlined in "**Section 4 - Scope of Services**" but in no event later than ***** unless otherwise terminated or suspended per the terms of this Agreement.

SECTION 3 NOTICE OF CHANGE AND CANCELLATION

This Agreement may be canceled at will by either party upon ten (10) days written notice delivered by certified or registered mail. Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

CRDA: Capital Region Development Authority
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819
Attention: Michael Freimuth

Contractor: *****
Attention: *****

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 4 SCOPE OF SERVICES

Contractor shall conduct a comprehensive physical assessment of Pratt & Whitney Stadium at Rentschler Field (the "Stadium"). Such assessment shall include, but not be limited to, the following systems:

:

- 1) Civil – Paving, walkways and underground utilities.
- 2) Architectural – Roofing, siding, interior finishes, egress and possible code updates

- 3) Security – Access control, video surveillance and game day ops procedures
- 4) IT, networking, video and sound systems
- 5) Food Service Equipment
- 6) MEP – HVAC equipment, piping and duct work, plumbing piping and fixtures, electrical panels and controls
- 7) Life Safety – Emergency power, fire alarm systems and fire sprinkler systems
- 8) Elevators

Phase I deliverables shall include a detailed schedule of recommended repairs or upgrades organized by critical need, while Phase 2 deliverables would include the addition of estimates of cost and project duration to the Phase 1 schedule.

SECTION 5 COST AND SCHEDULE OF PAYMENTS

For services rendered by Contractor as specified in “**Section 4 – Scope of Services**”, CRDA shall pay Contractor *****.

Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include Contractor name, Contractor’s Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to CRDA.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person’s work during the billing period.

Invoices for expenses, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation as evidence of the actual cost of such expenses.

SECTION 6 TIMING

SECTION 7 WORK PRODUCT

(a) All drawings, designs, plans, renderings, schematics, models, schedules, cost estimates, studies, data and other documents, materials and information created by Contractor or any of its subcontractors pursuant to this Agreement, including all unfinished or partially completed work in the

event this Agreement is terminated or suspended before completion for any reason, as well as all copyright rights therein (collectively the "Work Product"), shall, upon Contractor's receipt of applicable payment therefor due under this Agreement, become property of CRDA.

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

SECTION 8 OTHER PROVISIONS

A. Entire Agreement

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

B. Changes in Service

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

C. Independent Contractor

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

D. Laws and Regulations

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

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

E. Third-Party Claims

CRDA shall be held harmless against third party claims, liability, and expenses (including judgments, penalties, fines, settlements, court costs, and awards of attorneys' fees) arising from _____'s gross negligence or willful misconduct in the course of performing this Agreement. Nothing in this Agreement shall be construed to require either party to obtain insurance to protect the other party against third party claims, liability, and expenses.

F. Limitation of Liability

Neither party shall be liable to the other party for any consequential, exemplary, special, incidental, or punitive damages sounding in contract or tort except as may arise from breach of Section 7 above or as may be necessary to provide indemnification in accordance with Sub-Section Q below against actions or claims asserted by third parties.

G. Quality Surveillance and Examination of Records

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

The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The State 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 with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to CRDA's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

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

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

H. Insurance

_____ represents and warrants that it maintains statutory workers' compensation insurance, any employer's liability insurance required by law, comprehensive general liability insurance in the amount of \$1,000,000, and an umbrella policy of \$5,000,000, covering personal and bodily injury, as well as property damage. Further, _____ maintains professional liability insurance in the amount of \$1,000,000. Upon execution of the contract, _____ will issue a Certificate of Insurance with the CRDA listed as additional insured. Prior to beginning any work under this agreement, _____ will furnish Prime and CRDA with copies of all certificates of insurance.

I. Waiver

No waiver of any of the terms of this Agreement or of any breach of its terms shall be effective unless such waiver is in writing and signed by the waiving party. No waiver of any breach shall be deemed a waiver of any other subsequent breach.

J. Promotion

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

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

K. Confidentiality

All data provided to Contractor by CRDA or developed internally by Contractor with regard to CRDA will be treated as proprietary to CRDA and confidential unless CRDA agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by CRDA or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to CRDA of the need for the disclosure and will not disclose absent consent from CRDA. In the event that such information is requested from the Contractor by a judicial order or that such information already exists in the public domain, Contractor shall be released from this obligation.

L. Survival

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

M. 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, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(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

insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; 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 they relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this 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 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 C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 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 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 C.G.S. § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

N. No Recourse

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

O. Assignment; Subcontracting.

Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent.

P. Severability

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

Q. Headings

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

R. Third Parties

The provisions of this Agreement are for the exclusive benefit of CRDA and *****.

Notwithstanding anything to the contrary contained in this Agreement, no third party may seek to enforce or benefit from the provisions of this Agreement.

S. Contractor Certification

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

T. Large State Contracts

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

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

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

V. Disclosure of Consulting Agreements

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

W. Retaliation Prohibition

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

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

X. Campaign Contribution and Solicitation Prohibitions

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

Y. Forum and Choice of Law.

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

Z. Counterparts.

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

IN WITNESS WHEREOF, CRDA and ***** have caused this Agreement to be signed by their duly authorized representatives, as such and not individually, as of the day and year written below.

Capital Region Development Authority

DATE: _____

By: Michael W. Freimuth
Executive Director

DATE: _____

By: _____
