

REQUEST FOR PROPOSALS

**PRIVATE INVESTMENT PARTNERSHIP
FOR ECONOMIC DEVELOPMENT
CAPITAL REGION - CONNECTICUT**

Issue Date: February 1, 2023

A. INTRODUCTION

The Capital Region Development Authority (“CRDA” or the “Authority”) was established effective June 1, 1998 under Title 32, Chapter 588x of the General Statutes of Connecticut, as amended, (the “Statute”) and is a body politic and corporate, constituting a public instrumentality and political subdivision of the state of Connecticut. Its purpose, amongst other things, is to stimulate new investment in the Capital Region. CRDA primarily invests in, lends to and develops market rate residential projects but has also financed neighborhood commercial projects with affordable housing components.

Public Act No. 22-118, Section 469, provides that, “The authority may solicit investment funds from corporations and other business entities for a capital city project or any other project undertaken by the Authority. Any such investment shall be made on equivalent or substantially similar terms and conditions, as determined by the board of directors of the Authority, as the investment made or to be made by the Authority for such project. The board of directors may provide that funds invested by a corporation or other business entity pursuant to this subdivision shall take repayment priority over funds invested by the Authority.”

Pursuant to said provisions, CRDA seeks responses from corporate entities and other business entities who may desire to invest in partnerships in the Capital Region with other corporations, community organizations, municipalities, and CRDA. Such interest is not limited or restricted, but such investments shall be made on substantially similar terms and conditions as those typically approved by CRDA. Respondent can specify the types of projects in which it is interested in investing, the limits of its risk, the respective municipality in which it desires to invest, the geographic area within said municipality, and proposed financial terms (term of the loan, interest rates, etc.).

B. PURPOSE

In addition to CRDA's role as a subordinate lender to conventional bank financing, it has partnered with corporate entities that have provided capital to match/leverage CRDA's loan funds at similar terms. These investments assist in expanding CRDA's capacity as well as achieve local corporate goals of advancing the Capital Region's economy while assuring the use of underwriting standards to measure economic risk of the various real estate opportunities. For example, in 2021, two locally based corporations formed a partnership with CRDA to fund a portion of the first phase of the Downtown North residential development project via this mechanism (See Attachment A).

C. PROPOSAL REQUIREMENTS

Please provide the following information with as much brevity as possible.

- 1) The Respondent should provide a letter of introduction and interest not to exceed two (2) pages. The letter should highlight or summarize whatever relevant information the Respondent deems appropriate, in addition to the requested information in Section 2, below. This section shall also include the contact's name, name of corporation or business, address, telephone number and E- mail address(es) of the designated person(s) to whom all correspondence should be directed.
- 2) The Respondent should indicate the level of commitment to fund it is interested in making; conditions, if any, on the use of its funding commitment (for example: types of projects, the limits of its risk, and any specific geographic areas in which it wishes to invest); the contemplated timeframe for the investment; and any other expectations or conditions deemed essential.
- 3) Provide information on your affirmative action plan and employment statistics. This information is required by CRDA as a quasi-public authority receiving State funding in its development projects.
- 4) Provide any other information that would be appropriate and helpful in reviewing the submission.

Efforts to discuss this RFP with any CRDA board member or any staff, other than Anthony L. Lazzaro Jr., Deputy Director and General Counsel of CRDA, may result in a disqualification of the firm from consideration. **Please note, if Respondent has an executive officer who is currently a member of the CRDA Board Directors any and all communications with such Director are forbidden and shall result in the immediate disqualification of the Respondent's submission.**

Also please note, Public Act No. 22-118 provides: "(2) No corporation or other business entity shall be prohibited from investing funds pursuant to this subdivision for any such project by virtue of the fact that a member of the board of directors of the authority is an officer, director, shareholder or employee of such corporation or business entity, provided such member of the board shall [recuse themselves] from deliberation, action or vote by the authority in specific request to such corporation or business entity".

D. INITIAL RFP RESPONSE ANDTIMETABLE

ACTIVITY	DATE
1. RFP Issued	February 1, 2023 at 3:00 PM (EST)
2. Deadline for Questions	February 22, 2023 at 3:00 PM (EST)
3. Responses Provided to Questions	March 1, 2023
4. RFP Responses Due	March 15, 2023 at 3:00 PM (EST)

E. INQUIRIES REGARDING RFP

Questions regarding this RFP should be submitted via E-mail to CRDA Deputy Director & General Counsel, Anthony L. Lazzaro Jr., Esq. at alazzaro@crdact.net. All questions should be submitted in writing before the February 22, 2023 deadline. CRDA will answer all inquiries in writing by March 1, 2023. Responses will be posted on CRDA's website at <http://crdact.net/about us/rfps contracts.html>.

F. RFP RESPONSE – GENERAL

1. Respondent's Submission, including the fully executed, concomitant State Forms, should be received no later than March 15, 2023 at 3:00 PM (EST) for early consideration. Any Submission received after the time and date specified will still be considered, at the sole discretion of CRDA, for future projects. The qualifications and other information contained within the Submission should be submitted in strict compliance with the directives provided in this RFP.
2. All Submissions, inquiries or correspondence relating to this RFP and all reports, displays, schedules, attachments, exhibits and other documentation submitted by any Respondent will become the property of CRDA upon receipt and shall become public records pursuant to the State of Connecticut Freedom of Information Act.
3. All proprietary information disclosed to CRDA shall, to the extent permitted by law, be held in confidence, except as CRDA may otherwise be permitted by written instructions from the Respondent.
4. Each Submission should clearly identify any information that is considered to be confidential or proprietary information.
5. CRDA shall have the right to request additional information from and review additional records of any or all Respondents.
6. CRDA, in its sole discretion, may interview none, one, some, or all the Respondents who submit in response to this RFP.
7. Issuance of this RFP does not obligate CRDA to undertake any action. CRDA reserves the right to waive compliance with and/or change any terms of this RFP.
8. This RFP may be reissued, amended, or withdrawn if it is deemed in the best interest of CRDA to do so. CRDA retains the right to reject any and all submissions at CRDA's sole discretion and retains the right to re-solicit for submissions if deemed to be in its best interest.
9. CRDA reserves, holds without limitation, and may exercise, at its sole discretion, all rights and conditions with regards to the RFP. CRDA makes no representations or warranties to the accuracy of the information or assumptions contained in this RFP or otherwise furnished to Respondents. A Respondent is expected to become familiar with the requirements of the RFP.

10. In the event that it becomes necessary to revise any part of this RFP or if additional information is necessary to enable the Respondents to make adequate interpretation of the provisions of this RFP, an amendment to the RFP will be issued. Amendment(s) to the RFP, if any, will be issued at the sole discretion of CRDA and will be distributed to all potential Respondents.
11. The Respondent is responsible for any and all costs incurred by Respondent while inquiring or responding to this RFP. Respondents are solely responsible and without recourse to CRDA for their own expenses in preparing and submitting an RFP response and providing any clarifications and additional information that may be requested by CRDA.
12. A Submission found to be non-responsive will not be considered. A Submission may be rejected if found to be in nonconformance with the requirements and instructions.
13. Any alleged oral agreement or arrangement made by Respondent with any State and/or Municipal agency or employee will be superseded by the resulting written agreement.
14. The Respondent represents and warrants that the proposal is not made in connection with any other bidder and is in all respects fair and without collusion or fraud. The Respondent further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of CRDA participated directly in the bidder's proposal preparation.
15. An authorized officer of the firm must sign the submitted Submission. Submissions must also provide name, title, address and telephone number for individuals with CRDA to negotiate and contractually bind the firm, and for those who may be contacted for the purpose of clarifying the information provided.
16. CRDA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The Authority is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services or activities.

G. RESPONDENT SUBMISSION - FORMAT REQUIREMENTS

Respondent's submissions should be sent electronically to Anthony L. Lazzaro Jr., Esq. at (alazzaro@crdact.net). Please note that the attachment cannot be over 25MG. If needed, please send zip files or separate E-mails.

H. CONTRACT: GENERAL TERMS AND CONDITIONS

Any resulting participation agreement between the parties shall contain the following provisions:

Section 1 Laws and Regulations

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

Section 2 Indemnity

To the fullest extent permitted by law, Respondent shall indemnify and shall defend and hold harmless CRDA, including their officers, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the negligent acts or omissions of the Respondent or its employees, agents or sub-contractors, including those arising out of injury to or death of Respondent's employees or sub-contractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by Respondent or its employees, agents or sub-contractors. To the extent that the indemnification obligations of the Respondent set forth in the body of the Agreement are greater, broader and/or more expansive than the obligations of the Respondent set forth in this Section 2, the greater, broader and/or more expansive obligations set forth in the Agreement shall apply, prevail and control.

Section 3 Quality Surveillance and Examination of Records

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

The State, CRDA or their representatives shall have the right, at reasonable hours, to inspect or examine the part of the place of business or any books, records, and other documents of Respondent or its subcontractors **pertaining to this Agreement** and shall allow such representatives free access to any and all such places of business, books and records. The State and CRDA will give the Respondent at least twenty-four (24) hours' notice of such intended examination. At the State's request, the Respondent shall provide the State and CRDA with hard copies or an electronic format of any data or information in the possession or control of the Respondent which pertains to the State's and CRDA's business under this Agreement.

The Respondent 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.

Section 4 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 the Respondent and any successors or assigns of the Respondent or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality unless the contract is a municipal public works contract or a quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of the Contract and as they may be adopted or amended from time to time during the term of the Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers'

representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Section 6 Freedom of Information Requirements

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

Section 7. 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.

Section 8. Campaign Contribution and Solicitation Prohibitions

Pursuant to Connecticut General Statutes § 4-250, §4-252(c), and § 9-612(f)(2) as well as Governor Dannel P. Malloy's Executive Order 49, all State contracts 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.