

REQUEST FOR PROPOSALS

Architect - Design & Consulting Services for Pratt & Whitney Stadium at Rentschler Field

East Hartford, Connecticut

Issued October 25, 2024

Key Dates:

November 5, 2024 – Building Tour

November 15, 2024 – Questions from Proposers Due

December 5, 2024 - Proposals Due

CRDA RFP #24-028

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CAPITAL REGION DEVELOPMENT AUTHORITY**

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

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I. INTRODUCTION

Request for Proposal Architect - Design & Consulting Services

PROJECT: Pratt & Whitney Stadium at Rentschler Field Renovations
CRDA 24-028
615 Silver Lane, East Hartford, CT

RFP DUE DATE: **December 5, 2024**
TIME: 3:00 PM

The Capital Region Development Authority (CRDA) currently operates Pratt & Whitney Stadium at Rentschler Field on behalf of the Office of Policy and Management (OPM - the building's owner). CRDA is undertaking renovations and improvements to the Pratt & Whitney Stadium at Rentschler Field and intends to enter into a contract with a qualified Architectural Firm to provide architectural services and bid documents for proposed renovations.

Background

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, CT. 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.

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.

CRDA is a quasi-public agency of the State of Connecticut working to encourage the redevelopment and economic expansion of the Hartford region. In addition to overseeing housing construction and other economic development projects, CRDA owns and/or manages various sports and entertainment venues, including the Connecticut Convention Center, the XL Center, and Pratt & Whitney Stadium at Rentschler Field.

In 2021, CRDA commissioned a comprehensive building assessment to examine the Stadium's condition after twenty years - with an eye towards the next twenty years with a specific focus on the next five years. Populous, an internationally recognized leader in Stadium design, was selected in the fall of 2021 to conduct this assessment.

II. PROJECT DESCRIPTION

Design – This RFP is for the provision of architectural design and consulting services as required to perform maintenance and renovation projects over the next 5 years as identified in the Populous Report. The first task of which, will be the Tower Roof replacement – see Task 1 and 2 below. **An Envelope (Roofing) Design Consultant is to be engaged by the Architect.**

Construction – The project will engage the services of a Construction Manager (CM), either concurrently if possible, or upon completion of the Task 1 and 2 bid documents.

Budget & Phasing – Total roof replacement work is expected to be in the range of \$4M and will likely be performed in phases subject to the availability of funds. The Architect and CM will assist CRDA to develop a Phased Construction Plan that incorporates the budget, funding and construction priorities of CRDA.

Project Logistics – The Architect will work closely with CRDA and it's CM to develop a construction logistics/sequence and phasing plan that (1) incorporates the priorities of CRDA within the constraints of the existing budget, (2) accounts for the removal and replacement as required of the existing roofing, insulation, roof decking, flashings and appurtenances, any and all existing rooftop equipment including but not limited to telecom equipment, antennae, cabling, lightning protection, broadcast enclosures, RTU's, roof drainage and walk pads (3) and provides for on-going use of the facility to the greatest extent possible.

III. SCOPE OF SERVICES

Task 1 – Roof Assessment

- a. Architect to engage, oversee and assist Roofing Consultant as required to perform the following:
- b. Meet/coordinate with CRDA and its Roofing Consultant as required.
- c. Review existing usage, maintenance issues, plans, specifications and reports.
- d. Survey existing conditions and compile/prepare existing conditions plans to include any and all related accessory construction including but not limited to access/egress, the roof structure, roof deck, ceiling assemblies, parapets, penetrations, flashings and appurtenances, adjacent wall construction, roof top equipment such as lighting, speakers, RTU's, Antennae, cabling and cable trays/brackets, tel/com equipment, ladders, platforms, walk-overs, walking pads, lightning protection and roof top enclosures.
- e. Perform roof testing as required including but not limited to roof test cuts.
- f. Evaluate the existing assembly for conformance with industry standards, code compliance as well as specific insurance related requirements by FM Global.
- g. Present a report with drawings, photo documentation, a schedule, cost estimates and design recommendations to include removals, roofing and insulation replacement, sequencing, gravity load reviews, drainage analysis and vapor retarder requirements. Include an in-person presentation with the recommended roofing manufacturer's representative(s).

Task 2 – Roof Design

Provide Maintenance Schedules and Requirements, Construction Documents with Details and Specifications for the following:

- a. Buildings 5-6 - Replacement of expansion joint cover
- b. Tower Building - Replace roofing and insulation (includes telecom removal/re-installation)
- c. Buildings 2, 4-7 - Single-Ply Roofs - Single-ply roofs replacement
- d. Building 8 - Single-Ply Roofs - Single-ply roofs replacement
- e. Building 8 - Single-Ply Roofs - Clean/disinfect roofs
- f. Buildings 1-9 - Equipment - Repair/add protection
- g. Buildings 1-9 - Penetrations - Replace sealant joints
- h. Buildings 1-9 - CH/Downspouts - Repair/reseal (per Building)
- i. Buildings 1-9 - Exhaust Fans - Repair grease collectors (per Building)
- j. Building 1-9 - Yearly Inspection & Maintenance
- k. Building 6 - Flue Stack - Repair/replace
- l. Building 8 - RTU - Repair screw holes
- m. Note: Buildings 1, 3 and 9 are covered by warranty until 2040, and with proper maintenance should last beyond that time.

Task 3 – Bidding Support

Propose a not-to-exceed maximum for Bidding services. This work shall be invoiced on an hourly basis.

- a. Publish drawings and specifications for Bid,
- b. Attend Bidders walkthrough
- c. RFI review and responses
- d. Issue Addenda
- e. Bid Review and leveling
- f. Bidders' interviews

Task 4 – CA Services

Propose a not-to-exceed maximum for CA services. This work shall be invoiced on an hourly basis.

- a. Review and process contractor's construction submittals (shop drawings, mock-ups, samples, etc.).
- b. Review and respond to "Request for Information" (RFI's) submitted by the Construction Manager during construction.
- c. Respond to code questions that may arise from OSBI and OSFM.

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- d. Provide permit drawings as required include support/expediting services as required for permit submission and agency filings. Include permit close after the project is signed off.
- e. Conduct an on-site inspection of construction progress and review and approve the monthly Applications for Payment as to percentage of completion. CRDA will conduct an accounting review and verify the math.
- f. Attend on-site meetings upon request to address issues, phasing and design changes that may come up during construction. These meetings will be held concurrent with the monthly application review meetings when possible.
- g. Assist CRDA with project close-out including:
 - a. Prepare "As-Built Drawings" based on red-lined drawings provided by the Construction Manager
 - b. Review and process contractor submitted "Close-Out Documents".
 - c. Perform a final inspection(s) of the completed project and issue a formal punch list (s).
 - d. Issue a Certificate of Substantial Completion.

Allowances

- a. Meeting Allowance: Provide an Allowance for ten (10) on-site meetings during the design phase, bidding phase and construction phase of the project. Participation in meetings shall assume participation by the project's lead architect for ½ day and will be invoiced on a per meeting unit basis.
- b. Reimbursable Expense Allowance: Propose an Allowance for reimbursable expenses.

IV. GENERAL INFORMATION

A. Submission Key Dates

RFP Issue Date	10/25/24
Building Tour	11/05/24 10:00 AM
Last Day for Questions	11/15/24 3:00 PM
Last Day for RFP Addendums	11/22/24
Proposals Due	12/05/24 11:00 AM
Short List Presentations	12/11/24
Expected Notice of Award	12/13/24

B. CRDA Contact Information

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

Ms. Erica Levis
Capital Region Development Authority
100 Columbus Boulevard, Suite 500
Hartford, Connecticut 06103
E-mail: elevis@crdact.net

All communications with CRDA regarding this RFP must be directed to Ms. Levis. Any violation of this prohibition by a proposer or its representatives may result in disqualification or other sanctions.

C. Building Tour

A mandatory pre-bid meeting and tour of Rentschler Field will be held at **10:00 am on November 5, 2024.**

D. Questions and Amendments

All questions regarding this RFP and submission requirements must be directed, in writing, to Ms. Levis by **3:00 PM on November 15, 2024**. Written responses to all questions will be posted by November 22, 2024 on the CRDA website at [RFP's - Capital Region Development Authority \(crdact.net\)](#) and CTSOURCE.

Any amendments to this RFP will be posted on this website and proposers are advised to periodically check the site.

E. Proposal Deadline

Proposals submitted in response to this RFP must be submitted to the address below by 11:00 am Eastern time on December 5, 2024

Ms. Erica Levis
Capital Region Development Authority
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819

G. Short Lists; Presentation

CRDA may decide on the basis of the proposals to “short-list” one or more proposers and invite them to make individual presentations. For planning purposes, such presentations, if requested, would be expected to take place at CRDA’s office located on the 5th floor of the Connecticut Convention Center, 100 Columbus Boulevard, Suite 500 on December 11, 2024.

H. Sample Contract

A sample CRDA contract will be added by Addendum as Attachment 2.

V. SUBMITTAL REQUIREMENTS

The proposer shall complete and submit one (1) original and two (2) hard copies of its proposal and required attachments, together with one (1) copy in PDF electronic format on a USB flash drive. 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 proposer has sole and complete responsibility for performing the services as proposed.

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

In addition to the information requested below, the proposer is required to complete Exhibits 1A and 1B and include them in this section (Part 3).

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, including those sponsored by State and municipal governments, for which the proposer 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, facsimile number and email address of the client contact or contract administrator.
3. Organization Chart. Data describing the proposer’s and/or individual team members’ current organization date of incorporation, ownership, corporate office, number of years in business, size of business, services offered, operating philosophy and financial performance. Provide a diagram showing the hierarchical structure of functions and positions within the organization.
4. Financial Condition. If the proposer is a firm or corporation, include the three (3) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If the proposer has been in business for less than three (3) years, such proposer must include any financial statements prepared by a Certified Public Accountant and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation. **Note: this Section V, Part 3, Paragraph 4 must be kept separate from the proposal and inserted in a sealed envelope marked Confidential.**
5. Firm/team’s affirmative action policy.

Part 4 – Partners

If the 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 – Understanding of CRDA’s Goals

This section should describe your firm’s understanding of CRDA’s goals for the architectural and engineering design services for the renovation of Rentschler Field and how your firm will assist in achieving them.

Part 7 – Additional Data (optional)

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

Part 8 – Required Forms and Affidavits

Completed forms and affidavits listed in Exhibit 2.

Part 9 – Compensation

Completed Exhibit 4

Part 10 – Professional Registration

Completed Exhibit 5.

Part 11 – RFP General Conditions Requirements Certification

Completed Exhibit 6

Part 12 – Acknowledgement of Receipt of Addendums

Completed Exhibit 7

Part 13 – Form of Contract Comments

Completed Attachment 3.

VI. SELECTION CRITERIA

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

- A. Firm/team's qualifications and experience
- B. Professional qualifications of key personnel assigned to project
- C. Proposed work plan
- D. Price and/or other financial terms of proposal
- E. References (Exhibit 1B)
- F. Firm/team's demonstrated commitment to affirmative action

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 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:
- Part 1 Cover Letter
 - Part 2 Table of Contents
 - Part 3 Organizational Profile (Including Exhibits 1A and 1B)
 - Part 4 Partners
 - Part 5 Conflict of Interest 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 Understanding of CRDA's goals for the architectural and engineering design services for the renovation of Rentschler Field.
 - Part 7 Additional Data (Optional)
 - Part 8 Required Forms and Affidavits listed in Exhibit 2.
 - Part 9 Compensation (Exhibit 4)
 - Part 10 Professional Registration (Exhibit 5).
 - Part 11 RFP General Conditions Requirements Certification (Exhibit 6)
 - Part 12 Acknowledgement of Receipt of Addendums
 - Part 13 Form of Contract Comments

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.

CRDA Project Number: 24-028

Project Title: Architectural and Engineering Design Services for
Pratt & Whitney Stadium at Rentschler Field

Firm Name:
Firm Address:

Instructions: The Architecture/Engineering (A-E) Team Questionnaire contains questions that are not project-specific but are intended to provide the CRDA with information about the qualifications of the entire A-E Design Team".

The Questionnaire must be answered as completely and concisely as possible.

No more than one (1) (A-E) "Team" Questionnaire can be submitted. If necessary, use an attachment to answer any question and reference the question number.

1. Describe the nature of the entire Architecture/Engineering (A-E) Team. Response shall include the following:
 - 1.1 Will your firm be providing sole services or be part of a team?
 - 1.2 Name the principal who will be representing the entire team.
- 2.0 What past experiences does this A-E firm have in working with public agencies?
- 3.0 Has your firm ever been involved in litigation with a governmental agency over a project you worked on or were not chosen for? If yes, explain.
- 4.0 Briefly describe your firm's current workload and the status of each project. Submit a completed Project Information Form (last page of this questionnaire) with this A-E "Team" Questionnaire for each project.
- 5.0 List any recognition awards your firm has received.

- 6.0 Describe innovative approaches in the facility renovation process that your firm has used relating to speed of completion, quality of construction, security, and/or cost containment and how it may apply to projects of similar size and scope to this contract.**
- 7.0 Which services will you perform in-house, and which services will you sub-contract?**
- 8.0 Will your firm and your subcontractors provide the owner access to requested information regarding financial transactions, methods of operation and all other records, reports or information about this project? If no, which items will you exclude?**
- 9.0 Explain why the CRDA should select your team to provide A-E services for this Project.**
- 10.0 Submit any other relevant information that will assist the reviewers in evaluating the team's qualifications to design the facility.**

CRDA Project Number: 24-028
CRDA Project Title: Architectural and Engineering Design Services for Pratt & Whitney Stadium at Rentschler Field

Firm Name:
Firm Address:

Instructions: The Architecture/Engineering (A-E) Team Questionnaire contains questions that are not project-specific but are intended to provide the CRDA with information about the qualifications of the entire A-E Design Team”.

The Questionnaire must be answered as completely and concisely as possible.

No more than one (1) A-E “Team” Questionnaire can be submitted. If necessary, use an attachment to answer any question and reference the question number.

- 1.0 Provide information about the firm’s size and financial capability to perform the project in a timely manner.

- 2.0 Who will be the Lead Architect? Provide this person’s experience in the provision of construction documents for renovation projects of similar size and scope to this contract.

- 3.0 Provide the following information about the other registered professionals employed by your organization who will be assigned to work on this project. The proposer may use attached resumes in response to this question.
 - 3.1 Educational background
 - 3.2 Current registrations
 - 3.3 Professional experience, previous firms, and previous projects
 - 3.4 Responsibilities on this project

- 4.0 Provide a responsibility chart with written descriptions showing how the design professionals will interact with the Owner to deliver design services. Submit an Attachment with this A-E Questionnaire for the responsibility chart for your firm.

- 5.0 How does your firm document quality assurance and quality control in the design process and in the issuance of bidding documents?

- 6.0 Please provide, in order of relevance, projects of similar size and scope as required for this contract, which were designed by your firm. Use the Project Information Form (last page of this questionnaire) we have provided. Use a separate form for each facility.

Project Information and Reference Form

Required Attachment

Use one Attachment for each project as required by the A-E "Team" Questionnaire. List Completed Projects that best represent your firm's ability to perform the Scope of Services Identified in Section III of this RFP.

Submitting Firm's Name

A-E "Team" Question Number

<p>Project Name:</p> <p>Project Description: (Identify similarities to this RFP's Scope of Services)</p> <p>Total Square Footage:</p> <p>Start/Completion Date:</p> <p>Lead Architect's Name:</p> <p>Project References:</p> <p>Owner Contact Info:</p> <p style="padding-left: 40px;">Name:</p> <p style="padding-left: 40px;">Title:</p> <p style="padding-left: 40px;">Entity Name:</p> <p style="padding-left: 40px;">Address:</p> <p style="padding-left: 40px;">Phone:</p> <p style="padding-left: 40px;">Email:</p>

End
A-E "Team" Questionnaire
Insert Additional Pages as Needed

Exhibit 2

Required Certifications & Affidavits

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

1. OPM Ethics Forms available at: [Ethics Forms \(ct.gov\)](#)
 - a. OPM Ethics Form 1 – Gift and Campaign Contribution Certification
2. Guide to the Code of Ethics for Current or Potential State Contractors is available at: [Contractors-Guide-to-the-Code-of-Ethics-Rev-11-2021.pdf](#)
3. Disclosure statement concerning any current business relationships (within the last three years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85 (Exhibit 3)
4. State Elections Enforcement Commission Form 10 is available at: [seec form 10 final.pdf \(ct.gov\)](#)
5. Internal Revenue Service Form W-9 is available at: [Form W-9 \(Rev. October 2018\) \(irs.gov\)](#)
6. General Conditions Certification (Exhibit 6)
7. Acknowledgement of Receipt of RFP Addenda
8. CRDA Disclosure Form A-Campaign Contribution & Solicitation Limitations

Exhibit 3

CONFLICT OF INTEREST STATUTE

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

Name of Candidate: _____

Exhibit 4
Compensation

The undersigned, having familiarized ourselves/myself with the project and conditions affecting the scope and cost of the work, the design drawings in Attachment 4, the Populous Building Assessment Report in Attachment 5 and this Request for Proposal, hereby propose to complete the Work identified in this RFP for the following Contract Prices:

Task 1- Roof Assessment (Lump Sum)

(Dollars)

(\$ #####)

Task 2 – Roof Desing (Lump Sum)

(Dollars)

(\$ #####)

Task 3 – Bidding Support (Not to Exceed, Invoiced Hourly)

(Dollars)

(\$ #####)

Task 4 – CA Services (Not to Exceed, Invoiced Hourly)

(Dollars)

(\$ #####)

Total of Tasks 1 - 4

(Dollars)

(\$ #####)

Exhibit 4 (Continued)

Name of Candidate: _____

Allowances

Meeting Allowance (Not to Exceed, Invoiced per meeting)

(10) Ten Meetings

(Dollars)

(\$ #####)

Reimbursable Expense Allowance

(Dollars)

(\$ #####)

Attach Hourly Rates for personnel assigned to the project:

Name of Candidate: _____

Exhibit 5

Professional Registrations

ATTACH HERE: Provide written evidence that The Candidate, at the time when Proposal is submitted, possess valid license(s) and professional registrations in the State of Connecticut.

Name of Candidate: _____

Exhibit 6

RFP General Conditions and Requirements Certification

The undersigned hereby affirms the Candidate shall adhere to the RFP Conditions as contained in the RFP for Architectural and Engineering Design Services for Pratt & Whitney Stadium at Rentschler Field including Attachment 1, Standard Vendor Terms and Conditions.

Submitted:

Date: _____

(Signature of Official)

(Print Name and Title of Official)

Name of Candidate _____

Exhibit 7

Acknowledgement of Receipt of Addendums Certification

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda:

ADDENDUM NUMBER	DATE OF ADDENDUM
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Submitted:

Date: _____

(Signature of Official)

(Print Name and Title of Official)

Attachment 1

STANDARD VENDOR TERMS AND CONDITIONS

Section 1 – Scope.

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

Section 2 – Laws and Regulations.

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

Section 3 – Indemnity.

To the fullest extent permitted by law, Contractor shall indemnify and shall defend and hold harmless the Capital Region Development Authority (CRDA), including their officers, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the negligent acts or omissions of the Contractor or its employees, agents or sub-contractors, including those arising out of injury to or death of Contractor's employees or sub-contractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by Contractor or its employees, agents or sub-contractors.

Section 4 – Quality Surveillance and Examination of Records.

All services performed by Contractor shall be subject to the inspection and approval of the State, CRDA and Desman at all times, and Contractor shall furnish all information concerning the services. The State, CRDA or their representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. The State and CRDA will give the Contractor at least twenty-four (24) hours' notice of such intended examination. At the State's request, the Contractor shall provide the State and CRDA with hard copies or an electronic format of any data or information in the possession or control of the Contractor which pertains to the State's and CRDA's business under this Agreement.

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

Access to Contract and State Data.

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the

Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

Section 5 – Non-Discrimination.

- (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Agreement 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 Agreement 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, mental retardation, 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, mental retardation, 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 C.G.S. §§ 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 C.G.S. § 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 of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this and any amendments thereto.
- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and 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 C.G.S. § 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 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 Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Section 6 – Nondiscrimination Certification.

Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

Section 7 – Freedom of Information Requirements.

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

Section 8 – Insurance.

Contractor agrees to maintain insurance policies protecting its property interests for the Silver Lane Sidewalk Construction Project located in the general area as defined in Section in 2.1.B.d of the Instruction to Bidders covering the following risks in the following minimum amounts and named additional insureds:

- (a) Workers’ Compensation - Contractor shall secure and deliver to CRDA evidence of workers’ compensation (including occupational disease hazards) and Employer’s Liability insurance, insuring their employees in amounts equal to or greater than required under Connecticut law. Provided that such required amounts are provided under Contractor’s excess/umbrella coverage, the Employer’s Liability insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.
- (b) Commercial General Liability - Contractor shall secure and deliver to CRDA prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of the Agreement, a commercial general liability insurance policy, including bodily injury, personal injury and property damage, covering Contractor’s activities and loss and damage to the Stadium and other facilities at the Stadium site occurring in connection with Contractor’s activities, in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate per policy year, including products and completed operations, personal and advertising injury and blanket contractual liability coverage. Contractor shall also maintain umbrella liability insurance (following form) for the commercial general liability and employers’ liability matters covered by the policies described in this Section hereof with a limit of Ten Million Dollars (\$10,000,000) in the aggregate.
- (d) Evidence of Insurance - Contractor shall provide to CRDA, not later than the commencement date of this Agreement and annually thereafter, certificates of insurance evidencing the coverage’s required by this Section, all in such form as CRDA may reasonably require, with Contractor as the named insured and with CRDA, the Town of East Hartford and the CT Department of Transportation (DOT) as additional insureds. The policies for said coverage shall contain a provision covering Contractor’s indemnification liabilities to CRDA, the Town of East Hartford and CT DOT (to the extent that the loss is of a nature that it would otherwise

be covered under such insurance). Notwithstanding the provisions of this Section, the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

(e) Other Insurance Requirements -

- (i) All insurance required to be maintained under this Agreement must be placed with insurance companies reasonably licensed to do business in the state of Connecticut with the financial rating of at least A-(VIII) or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement, therefore. All insurance required hereunder shall be written on an "occurrence" (as opposed to "claims made") basis.
- (ii) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to CRDA at least thirty (30) days before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.
- (iii) All insurance procured by Contractor in accordance with the requirements of this Agreement shall be primary over any insurance carried by CRDA, shall not require contribution by CRDA and shall provide that the insurer shall have no right of recovery or subrogation against CRDA.

Section 9 – Confidentiality.

Contractor and CRDA each agree that neither will, at any time during or after the term of this Agreement, disclose or disseminate to any other person or entity, or use except as permitted by this Agreement, any information regarding the business, financial results, data, or marketing and business plans obtained during the course of performance under this Agreement (the "Confidential Information"). Each party will use its best efforts to ensure that any Confidential Information obtained from the other party will be disclosed only to the receiving party's employees and agents and only on a "need-to-know" basis, and that such employees and agents will be bound by an obligation to maintain the confidentiality of the Confidential Information similar to the obligations of CRDA and Contractor under this Section. Nothing contained herein will be construed to restrict or impair in any way the right of the parties to disclose or communicate any information which

- (i) is at the time of its disclosure hereunder generally available to the public;
- (ii) becomes generally available to the public through no fault of the receiving party;
- (iii) is, prior to its initial disclosure hereunder, in the possession of the receiving party as evidenced in a documentary form;
- (iv) is independently developed by a party without use of or reference to any of the other party's Confidential Information;
- (v) is acquired by the receiving party from any third party having a right to disclose it to the receiving party;
- (vi) is necessary for the receiving party to disclose in connection with a merger or acquisition or proposed merger or acquisition, or the like, provided the party to whom such disclosure is being made executes a confidentiality agreement in a form reasonably satisfactory to the party whose Confidential Information is being disclosed; or
- (vii) is necessary to be shared with CRDA.

Section 10 – Publicity.

CRDA reserves the right to release all information relating to the subject matter of this Agreement and to determine the form, content, and timing of the release of such information. Contractor will not divulge information concerning the subject matter of this Agreement to anyone (including, but not limited to a governmental authority in application for a permit, approval, or clearance, or to market its services) without CRDA's prior written consent, unless the disclosure is made by Contractor pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and other sufficient notice is given by the Contractor to CRDA of any such requirement or request to permit CRDA to seek an appropriate protective order or exemption from such requirement or request. The requirements of this Section shall survive the termination or expiration of this Agreement.

Section 11 – Severability.

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

Section 12 – Precedence.

In the case of any inconsistency between the provisions of the Agreement, including these Standard Terms and Conditions, and the provisions of Conn. Gen. Stat. Chapter 588z, the provisions of Conn. Gen. Stat. Chapter 588z shall govern.

Section 13 – Summary of Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes

- (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Contract;
- (b) the Contractor represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
- (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
- (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
- (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

Section 14 – Large State Contract Representation for Contractor.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and 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 requests 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;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

Section 15 – Large State Contract Representation for Official or Employee of State Agency.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Section 16 – Executive Orders.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Agreement as if it had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

Section 17 – Executive Orders for IT Contracts.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated

August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. This Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and Executive Order No. 61 of Governor Dannel P. Malloy, promulgated December 13, 2017, concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of permit and Management, Policy ID IT-SDLC-17-04. If Executive Orders 14 or 61 are applicable, they are deemed to be incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

Section 18 – Iran Energy Investment Certification.

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

Section 19 – Campaign Contribution Restriction.

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 Contract represents that they have received 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.

Section 20 – Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "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 contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes

Contractor's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the Contractor a former State employee or former public official? YES NO

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

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature of person signing this Contract

Print Name _____ Date: _____

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

Commissioner of the Superior Court
or Notary Public

My Commission Expires

Attachment 2

Form of Contract

****Will be provided via RFP Addendum**

Name of Candidate: _____

Attachment 3

Form of Contract Comments

Candidates should identify below any issues/comments they have with the Form of Contract in Attachment 2.

Attachment 4

Drawings utilized for Populous Report

- UConn Stadium Fire Service Layout, dated 9/06/02 (22 sheets)
- Ellerbe Becket Construction Record Documents, Volume 1 –Geotechnical, Civil, Landscaping, Playing Field, dated 8/30/03 (67 sheets)
- Ellerbe Becket Construction Record Documents, Volume 2 – Architectural, dated 8/30/03 (159 sheets)
- Ellerbe Becket Construction Record Documents, Volume 3 – Structural, dated 8/30/03 (91 sheets)
- Ellerbe Becket Construction Record Documents, Volume 4 – Mechanical, Plumbing, Fire Protection & Security, dated 8/30/03 (136 sheets)
- Ellerbe Becket Construction Record Documents, Volume 5 – Electrical, dated 8/30/03 (108 sheets)
- Ellerbe Becket Construction Record Documents, Volume 6 –Audio/Visual Telecommunications, dated 8/30/03 (143 sheets)
- Ellerbe Becket Construction Record Documents, Volume 7 – Food Service, dated 8/30/03 (48 sheets)

Attachment 5

2022 Populous Building Assessment Report

- Executive Summary (6 pages)
- Volume 1 Comprehensive Building Assessment, dated 9/07/22 (117 pages)
- Volume 2 Civil and Exterior Assessment, dated 9/07/22 (26 pages)
- Volume 3 Food Service Assessment, dated 6/17/22 (10 pages)
- Volume 4 Capital Expense Matrix, dated 7/7/22 (14 pages)