

# **REQUEST FOR PROPOSALS**

## **Architectural and Engineering Design Services for the Abatement and Demolition of 150 Windsor Street (Data Center)**

**Hartford, Connecticut**

**Issued June 11, 2019**

**Key Dates:**

**June 17, 2019 - Submission of Letter of Interest**

**June 18, 2019 – Building Tour**

**July 2, 2019 - Proposals Due**

**CRDA Project #19-012**

**A PUBLIC SOLICITATION ISSUED BY THE  
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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## LEGAL NOTICE – INVITATION TO BID

### Design and Engineering Services Abatement, Demolition and Site Reconstruction Data Center, 150 Windsor Street, Hartford, CT CRDA Project #19-012

The Capital Region Development Authority, on behalf of the City of Hartford, is undertaking abatement, demolition and site reconstruction of the Data Center located at 150 Windsor Street, Hartford, CT. CRDA intends to enter into a contract with a qualified Architectural or Engineering firm to provide design and engineering for abatement, feasibility analysis, demolition and site reconstruction for this project.

Sealed bids for the above project must be received by the Capital Region Development Authority (CRDA), 100 Columbus Boulevard, Suite 500, Hartford CT 06103 (Attention: Erica Levis), by **3:00 PM on July 2, 2019** after which time they will be publicly opened and read in a location to be determined at 100 Columbus Boulevard.

The existing building is being demolished to provide parking that will facilitate on-going redevelopment on adjacent sites and possible future redevelopment of this site. The scope of this design project is (1) update existing environmental studies and develop Abatement Construction Documents; (2) analyze the feasibility of preserving the existing lower levels to be used for two or three levels of structured parking; (3) develop Demolition Construction Documents; (4a) develop Site Redevelopment Construction Documents to include site retaining walls, fencing, drainage, utility infrastructure, surface parking lot, parking control gates and controls, site lighting, signage and landscaping; and (4b) if feasible, utilization of the lower 2 or 3 levels of the existing data center for structured parking including structural rehabilitation, parking layout, exiting, fire suppression if required, lighting etc..

Any Design firm responding to this RFP must have experience with design and bid document preparation for building demolition and abatement projects, structural rehabilitation, parking layout and design, MEP design and civil engineering; or assemble a team of consultants that collectively provides this experience and professional expertise.

Plans, specifications and documents for the project are available for viewing and downloading on the State Contracting Portal at <http://das.ct.gov>, and the CRDA website [http://www.cceda.net/about\\_us/rfps\\_contracts.html](http://www.cceda.net/about_us/rfps_contracts.html), and may be examined at the Capital Region Development Authority, 100 Columbus Boulevard Suite 500, Hartford CT (contact Erica Levis at [elevis@crdact.net](mailto:elevis@crdact.net)).

A **mandatory** pre-bid walk through will be held starting at the East parking lot (Market Street Entrance) located on the project site at **9:00 AM on June 18, 2019**.

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

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

## I. INTRODUCTION

### **Request for Proposal      Design & Engineering Services**

**PROJECT:**                      150 Windsor Street Data Center Abatement, Demolition and Site Reconstruction  
CRDA Project #19-012  
150 Windsor Street Hartford, CT 06120

**RFP DUE DATE:**              **July 2, 2019**  
**TIME:**                              **3:00 PM**

The Capital Region Development Authority (CRDA) is undertaking the abatement, demolition and site reconstruction of the 150 Windsor Street Data Center on behalf of the City of Hartford (City). CRDA intends to enter into a contract with a qualified Architectural or Engineering Firm to provide architectural and engineering services for this project.

### **Background**

The site is owned by the City of Hartford (City) and improved with a five-story 254,000 square foot concrete and steel building constructed circa 1968 to 1971. There is also a two-story parking garage located beneath the building. The third story includes a loading dock and in the original design half of this floor included parking. The site has been vacant since 2008 but was formerly occupied by Fleet Bank Data Center. It is our understanding that the on-site building is slated for demolition to facilitate temporary parking in support of adjacent development and eventual redevelopment of the site.

The penthouse of the building is used as the buildings mechanical room and houses the mechanical components of the buildings central HVAC system. Floors one through three are heated by electrical hot water forced hot air in a closed loop system. The fourth floor is heated with electrical radiant heat. Each office level has a return plenum between the suspended ceiling and the corrugated metal decking. The penthouse area acts as a common return plenum for the entire building. Spray-Applied fireproofing was previously observed on the exposed structural beams located in the penthouse. Ductwork and pipe straightaway insulation was reported to be fiberglass. Cementitious pipe joints were previously reported to contain asbestos. Asbestos containing spray-applied fireproofing has been reported on each of the structural beams located above the suspended ceilings on each floor. Overspray of this fireproofing was also observed on metal decking and ductwork in multiple areas. Pipework including asbestos fittings were not observed above the ceilings and has previously been reported to be contained inside the permanent walls of the building. A large grade level addition that houses a central utility plant was added to the building since original construction. Standing Water has been observed in the lowest parking level. The source of this water has not been determined.

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.

CRDA was asked by the City to undertake the abatement and demolition of the 150 Windsor Street Data Center and funds were approved for this purpose by the State Bond Commission in December 2018.

## II. PROJECT DESCRIPTION

The existing building is being demolished to provide parking that will facilitate on-going redevelopment on adjacent sites and possible future redevelopment of this site. The abatement and demolition project is intended to remove and dispose of all hazardous materials in the building and the surrounding site and demolish the building structure in its entirety. The project will also include reconstruction of the site to provide on-grade parking. A possible alternate plan to keep the existing 2 or 3-story underground parking garage is also being looked at as an alternate.

The scope of this design project is (1) update existing environmental studies and develop Abatement Construction Documents; (2) analyze the feasibility of preserving the existing lower levels to be used for two or three levels of structured parking; (3) develop Demolition Construction Documents; (4a) develop Site Redevelopment Construction Documents to include site fill and grading, retaining walls, fencing, drainage, utility infrastructure, surface parking lot, parking control gates and controls, site lighting, signage and landscaping; and (4b) if feasible, utilization of the lower 2 or 3 levels of the existing data center for structured parking including structural rehabilitation, waterproofing, parking, exiting, elevator, lighting and mechanical/life safety systems.

## III. SCOPE OF SERVICES

CRDA expects to enter into a contract with the selected firm/team for the following specific tasks:

### **Task 1 – Utilizing existing data from the building, complete hazardous material survey and testing of the building and site and develop abatement bid documents.**

- a. Review the existing Phase 1 Questionnaire (Attachment #4). Comment/Revise as required.
- b. Review the existing Phase 2 Work Plan (Attachment #5) Comment/Revise as required.
- c. Review the existing HBMA Report (Attachment #6) Comment/Revise as required.
- d. Conduct a survey of the building including additional testing as required to verify/update the existing environmental reports and serve as the basis.
- e. Perform 3 borings to determine water table elevation and identify possible contaminated soils and/or ground water. If contaminated soils are encountered, perform additional borings with Owner's approval. Additional borings, if required, will be invoiced against Allowance # 2.
- f. Develop Building and Site Abatement Construction Documents.

### **Task 2 – Evaluate the feasibility of saving/reusing the existing parking structure and supported Mechanical/Life Safety Systems. This analysis should include the following:**

- a. Capacity of the existing structure for conversion to 2 or 3 levels of parking.
- b. Issue of standing water in lowest level. If ground water, consult with MDC about possible issues with the capacity of the existing storm water sewer to accept ground water.

- c. Suitability of existing vehicular access.
- d. Identify required infrastructure including utilities, waterproofing, parking office, lighting, ventilation, life safety, MEP systems, signage, parking control system, etc.
- e. Order of magnitude estimate for:
  - i. the cost of structural rehabilitation and infrastructure;
  - ii. the added cost of demolition required to preserve the lower structural levels for parking;
  - iii. the cost to fill the lower levels with imported structural gravel to convert to a surface parking lot (if preservation of the existing lower levels for parking is abandoned);
  - iv. the cost of structural remediation/replacement of the existing foundations currently acting as retaining walls if the floor structural systems are demolished (if preservation of the existing lower levels for parking is abandoned).
- f. Cost/benefit analysis of preserving and converting the lowest levels of the existing building into structured parking.

Note: The intent of Task 2, is to determine if it is feasible and cost-effective to preserve the lower levels for parking. If any of the above Task 2 items indicates that this option is not feasible, the architect/engineer will stop work on this Task. Exhibit 4, Compensation, includes a breakout of the cost of each of the above Task 2 items to facilitate this approach.

**Task 3a – Develop demolition bid documents including site restoration plans for demolition of the entire structure and construction of a surface parking lot.** In addition to demolition, scope should include:

- a. Site plan including utilities, fill and grading, retaining walls (retain existing foundations?), paving, curbs, sidewalks, fencing, minimal landscaping, signage and access to the road system
- b. Site drainage
- c. Parking lot lighting
- d. Attendant’s Booth and parking gates and controls.

**Task 3b – If feasible, develop demolition bid documents including site restoration plans for demolition of the structure, preserving and reusing the lower 2 or 3 existing parking levels.** In addition to demolition, scope should include:

- a. Site plan including utilities, fill and grading, paving, curbs, sidewalks, fencing, minimal landscaping, signage and access to the road system.
- b. Drainage and de-watering pumps
- c. Structural rehabilitation
- d. Waterproofing

- e. Parking layout and design
- f. Elevator
- g. Site and garage lighting
- h. MEP and life safety systems including Dry fire sprinkler and alarm systems.
- i. Ventilation for lower level
- j. Attendant's Booth and parking gates and controls.

Note: Depending on the outcome of Task 2, the intent is for the design team to proceed with Task 3a or 3b with the Owner's approval, not both. Task 3A shall be a lump sum. Since the full scope of design work required for Task 3b will be informed by work performed on Tasks 1 & 2, Task 3b will be considered as an Allowance. The Proposer shall propose an Allowance for Task 3B (see Allowance c).

### **Allowances**

- a. Provide an allowance of \$ 8,000 for consultation with MDC regarding termination and/or upgrading of existing sanitary, water and storm drainage to support Task 3A or 3B.
- b. Provide an allowance of \$ 10,000 for additional borings if required (see Task 1E).
- c. Propose an Allowance for Task 3b.
- d. Reimbursable Expense Allowance: Propose an Allowance for printing reimbursable expense.

### **Alternates**

- a. Perform a traffic study for the parking entrances if required.

Note 1: CRDA has found several sets of the original 1968 building Architectural, Structural, Mechanical Electrical and Plumbing drawings in a penthouse storage room. The 2015 Phase I Environmental Site Assessment (Attachment 4), the 2016 Phase II Environmental Site Assessment Work Plan (Attachment 5), 2016 Hazardous Building Materials Assessment (Attachment 6), the Architectural & Site as-built Drawings 1970 (Attachment 7) and the Structural as-built Drawings 1969 (attachment 8) will be posted with the advertised bid. Prospective Proposers will be able to make an appointment to review the other drawings located in the building upon receipt of the Letter of Interest requested under Section IV General Information below.

Note 2: The drawings included as Attachments 7 and 8 were found in the building. There is no way of knowing if they are complete or the final as-built issue. There have been additions and modifications to the building since these drawings were produced.

#### IV. GENERAL INFORMATION

##### A. **Submission Key Dates**

RFP Issue Date	6/11/19	
Letter of Interest	6/17/19	
Building Tour	6/18/19	9:00 AM
Last Day for Questions	6/21/19	3:00 PM
Last Day for RFP Addendums	6/26/19	
<b>Proposals Due</b>	<b>7/02/19</b>	<b>3:00 PM</b>
Short List Presentations	7/09/19	
Expected Notice of Award	7/15/19	

##### 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  
(860) 493-2921  
E-mail: [elevis@crdact.net](mailto:elevis@crdact.net)

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

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

##### C. Letter of Interest

Interested firms are encouraged, but not required, to submit a letter of interest to Ms. Levis by **June 17, 2019** acknowledging receipt of the RFP and informing CRDA of its intent to respond. Such letters should include the name, address, telephone and e-mail address of the individual who can address inquiries related to this RFP and the firm's proposal and receive clarifications or addenda from CRDA.

**C. Building Tour**

A mandatory pre-bid meeting and tour of the 150 Windsor Street Data Center Building will be held at **9:00 a.m. on June 18, 2019**. The tour will meet in the East parking lot (Market Street Entrance).

**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 June 21, 2019**. Written responses to all questions will be posted by **June 26, 2019** on the State Contracting Portal & CRDA website.

Any amendments to this RFP will be posted on these 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 3:00 p.m. Eastern time on July 2, 2019.**

Ms. Erica Levis  
Capital City Economic 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 5<sup>th</sup> floor of the Connecticut Convention Center, 100 Columbus Boulevard, Suite 500 on July 9, 2019.

**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 four (4) hard copies of its proposal and required attachments, together with one (1) copy in PDF electronic format on a USB flash drive or CD Rom. 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 abatement and demolition of the 150 Windsor Street Data Center 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  
The Design Team responding to this RFP must have experience with design and bid document preparation for building demolition and abatement projects, structural rehabilitation, parking layout and design, MEP design and civil engineering.
- 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 Abatement, Demolition and Site Reconstruction of the 150 Windsor Street Data Center
- 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:** 19-012

**Project Title:** Architectural and Engineering Design Services for the Abatement, Demolition and Site Reconstruction of 150 Windsor Street Data Center

**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 Intentionally Deleted

- 7.0 Describe innovative approaches in design 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.**
  
- 8.0 Intentionally Deleted**
  
- 9.0 Which services will you perform in-house, and which services will you sub-contract?**
  
  
  
  
  
  
  
  
  
  
- 10.0 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?**
  
  
  
  
  
  
  
  
  
  
- 11.0 Intentionally Deleted**
  
  
  
  
  
  
  
  
  
  
- 12.0 Explain why the CRDA should select your team to provide A-E services for this Project.**
  
  
  
  
  
  
  
  
  
  
- 13.0 Submit any other relevant information that will assist the reviewers in evaluating the team's qualifications to design the facility.**

<b>CRDA Project Number:</b>	<b>19-012</b>
<b>CRDA Project Title:</b>	<b>Architectural and Engineering Design Services for the Abatement, Demolition and Site Reconstruction of the 150 Windsor Street Data Center</b>
<b>Firm Name:</b>	
<b>Firm Address:</b>	
<b>Instructions:</b>	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.  <b>The Questionnaire must be answered as completely and concisely as possible.</b>  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 designing with projects of similar size and scope to this contract.
  
- 3.1 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.
  - 3.2 Educational background
  - 3.3 Current registrations
  - 3.4 Professional experience, previous firms, and previous projects
  - 3.5 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.
- 7.1 Intentionally Deleted

**Exhibit 1B**  
**Quality Based Selection**  
**Architecture/Engineering Team Questionnaire Part 2**

**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><b>Project Name:</b></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><b>Project References:</b></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. DAS Contractor Prequalification Certification
2. OPM Ethics Forms available at:  
[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)
  - a. OPM Ethics Form 1 – Gift and Campaign Contribution Certification
  - b. OPM Ethics Form 5 – Consulting Agreement Affidavit
  - c. OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
  - d. OPM Form 7 – Iran Certification
3. Guide to the Code of Ethics for Current or Potential State Contractors is available at:  
[http://www.ct.gov/ethics/lib/ethics/guides/contractors\\_guide\\_10.pdf](http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf)
4. 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
5. CHRO Proposer Contract Compliance Monitoring Report is available at:  
<http://www.ct.gov/chro/lib/chro/pdf/notificationtoCandidates.pdf>.
6. Nondiscrimination Certification forms are available at:  
[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).
  - a. Form A, Representation by Individual Regardless of Value
  - b. Form B, Representation by Entity for Contracts less than \$ 50,000
  - c. Form C, Affidavit by Entity for Contracts Valued at \$50,000 or More
  - d. Form D, New Resolution by Entity for Contracts Valued at \$50,000 or More
  - e. Form E, Prior Resolution by Entity for Contracts Valued at \$50,000 or More
7. State Elections Enforcement Commission Form 10 is available at:  
[http://www.ct.gov/seec/lib/seec/forms/contractor\\_reporting/\\_seec\\_form\\_10\\_final.pdf](http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/_seec_form_10_final.pdf)
8. Internal Revenue Service Form W-9 is available at:  
<https://www.irs.gov/uac/About-Form-W9>
9. General Conditions Certification
10. Acknowledgement of Receipt of RFP Addenda
11. Department of Revenue Services registration information for out of state contractors may be found at: <http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>
12. ~~Department of Labor “Prevailing Wage Rates” will be posted each July 1 on the Department of Labor website:~~ <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

### **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.

**Exhibit 4**

Name of Proposer: \_\_\_\_\_

**Compensation Bid Form**

**BP 1**

The undersigned, having familiarized ourselves/myself with the project and conditions affecting the scope and cost of the work, the 2015 Phase I Environmental Site Assessment (Attachment 4) the 2016 Phase II Environmental Site Assessment Work Plan (Attachment 5) and 2016 Hazardous Building Materials Assessment (Attachment 6) and this Request for Proposal, hereby propose to complete the Work identified in this RFP for the following Contract Prices:

**Task 1 – Utilizing existing data from the building, complete hazardous material survey and develop abatement bid documents**

\_\_\_\_\_  
(Dollars)

\_\_\_\_\_  
(\$ #####)

**Task 2 – Evaluate the feasibility of saving/reusing the existing parking structure**

\_\_\_\_\_  
(Dollars)

\_\_\_\_\_  
(\$ #####)

f. Capacity of the existing structure for conversion to 2 or 3 levels of parking.

\_\_\_\_\_  
(Dollars)

\_\_\_\_\_  
(\$ #####)

g. Issue of standing water in lowest level. If ground water, consult with MDC about possible issues with the capacity of the existing storm water sewer to accept ground water.

\_\_\_\_\_  
(Dollars)

\_\_\_\_\_  
(\$ #####)

h. Suitability of existing vehicular access.

\_\_\_\_\_  
(Dollars)

\_\_\_\_\_  
(\$ #####)



**Exhibit 4**

Name of Proposer: \_\_\_\_\_

**BP 3**

**Allowances**

- a. Provide an allowance of \$ 8,000 for consultation with MDC regarding termination and/or upgrading of existing sanitary, water and storm drainage to support Task 3A or 3B.**

<b>Eight Thousand Dollars</b>	<b>\$ 8,000.00</b>
_____	_____
(Dollars)	(\$ #####)

- b. Provide an allowance of \$ 10,000 for additional borings if required (see Task 1E).**

Ten Thousand Dollars	\$ 10,000.00
_____	_____
(Dollars)	(\$ #####)

- c. Propose an Allowance for Task 3b.**

_____	_____
(Dollars)	(\$ #####)

- d. Reimbursable Expense Allowance: Propose an Allowance for printing reimbursable expense.**

_____	_____
(Dollars)	(\$ #####)

**Alternates**

Perform a Traffic Study for the parking entrances if required.

_____	_____
(Dollars)	(\$ #####)

**Attach Hourly Rates for personnel assigned to the project:**

Submitted:  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Official)

\_\_\_\_\_  
(Print Name and Title of Official)

Name of Proposer: \_\_\_\_\_

**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 Proposer shall adhere to the RFP Conditions as contained in the RFP for Architectural and Engineering Design Services for the Abatement and Demolition of the 150 Windsor Street Data Center 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 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 and CRDA at all times, and Contractor shall furnish all information concerning the services.

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

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

## Section 5 Non-Discrimination

- (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
  - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
  - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
  - vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
  - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
  - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
  - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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 Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission 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.56.

## Section 6 Freedom of Information Requirements

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

## Section 7 Insurance

Contractor agrees to maintain insurance policies protecting its property interests at the Dillon Stadium 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.

- (c) **Evidence of Insurance** - Contractor shall provide to CRDA and the City, not later than the commencement date of this Agreement and annually thereafter, certificates of insurance evidencing the coverage's required by this Section, all in such form as CRDA and the City may reasonably require, with Contractor as the named insured and with CRDA and the City as additional insured's. The policies for said coverage's shall contain a provision covering Contractor's indemnification liabilities to CRDA and the City (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.
- (d) **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 8 Confidentiality**

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

satisfactory to the party whose Confidential Information is being disclosed; or (vii) is necessary to be shared with CRDA.

## **Section 9 Publicity**

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

## **Section 10 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 11 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.

**Attachment 2**

**Form of Contract**

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

Name of Proposer: \_\_\_\_\_

**Attachment 3**

**Form of Contract Comments**

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