

**REQUEST OF PROPOSALS**

**FOR**

**PARKING MANAGEMENT SERVICES**

**TO**

**CAPITAL REGION DEVELOPMENT AUTHORITY**

**FOR THE**

**CRDA PARKING FACILITIES**

**LOCATED IN HARTFORD, CT**

**FEBRUARY 18, 2021**

**CRDA RFP #21-002**

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## Exhibits and Attachments

- Exhibit “A” State of Connecticut Certificate of Non-Discrimination
- Exhibit “B” Ethics Form 1
- Exhibit “C” Ethics Form 5
- Exhibit “D” Ethics Form 6
- Exhibit “E” SEEC Form 10
- Exhibit “F” CHRO – Notification to Bidders

## **I. PROJECT SUMMARY**

The Capital Region Development Authority (“Owner” or “CRDA”) is the owner of six parking facilities located in the City of Hartford (the “CRDA Parking Facilities”). Additionally, the Department of Administrative Services (“DAS”) has temporarily transferred control of the Morgan Street Garage (“MSG”) (located at 155 Morgan Street, Hartford) to CRDA. Until such time as DAS resumes control of the facility, CRDA will require the selected contractor to operate the MSG independently of the CRDA Parking Facilities.

CRDA is seeking a qualified and experienced parking management firm to operate and manage the CRDA Parking Facilities and the MSG. CRDA is particularly interested in parking management firms that have a combination of valet parking operations experience, hotel parking experience, self-park operations experience, and event parking operations experience in a mixed-use setting. CRDA also expects that personnel with such experience be assigned to this site. Although, the operator may share staff, supplies, and services amongst the separate facilities, the revenues and costs must be allocated between the respective CRDA Parking Facilities and the MSG in accordance with I.R.S. guidelines.

The Adriaen’s Landing project is a \$771 million mixed-use development located in downtown Hartford, Connecticut. The development includes the Connecticut Convention Center, the Hartford Marriott Downtown Hotel, the Connecticut Science Center, the University of Connecticut – Greater Hartford Campus and the entertainment/residential/retail district known as Front Street (the “Adriaen’s Landing District”).

The Adriaen’s Landing District currently includes 3,683 parking spaces housed in four structured parking garages (the “Adriaen’s Landing Parking Facilities”) as well as limited metered on-street parking. The combined parking is operated as a system, which provides most Adriaen’s Landing related events with an adequate parking supply. However, it is expected that certain events will require the implementation of a parking management plan that must be implemented when the Adriaen’s Landing Parking Facilities are fully committed. It will be the responsibility of the parking management contractor (the “Contractor”) to formulate a parking management plan and work with the various entities to divert excess parking patrons to nearby facilities, and thus accommodate most/all patrons seeking parking for Adriaen’s Landing events including Hartford’s riverfront.

CRDA is also the owner of the Church Street Garage located at 200 Church Street, Hartford CT (the “CSG”), which includes 1,299 parking spaces. The CSG provides parking for the XL Center, the Hartford Hilton Hotel, and various area offices and businesses.

On or about June 30, 2021, CRDA will open the recently constructed Bushnell South Garage located at 120 Capitol Avenue, Hartford (“BSG”), which includes 406 parking spaces. The BSG will provide parking for State of Connecticut employees, the Bushnell Center for Performing Arts, and area businesses. As the Bushnell South area is further developed, parking may also be provided for adjacent housing units.

CRDA requires a first-class operation. The CRDA Parking Facilities and the MSG serve “Class A” hotels, the Connecticut Convention Center, the XL Center, adjacent office buildings, residential housing, retail space, riverfront recreation, the Connecticut Science Center, the University of Connecticut, the Bushnell Center for Performing Arts, and various Connecticut State Offices. The CRDA Parking Facilities and MSG should have amenities and a look that are consistent with the “Class A” land uses they will be serving. This includes meticulous cleanliness of all vertical and horizontal surfaces, maintaining clean, well-lit and inviting pedestrian areas, prompt trash removal, immediate attention to unsafe conditions, repairs/replacement of defective lighting, degreasing, painting touchup, etc. and especially, well trained and courteous employees.

## **II. OUTLINE OF WORK (the “Work”)**

**A.** Beginning July 1, 2021, the Contractor shall be responsible for the parking system at the CRDA Parking Facilities (and, for an indeterminate period of time, the MSG) with specific duties including, but are not limited to:

1. The Contractor must operate the parking garages in compliance with the resulting Agreement and all applicable statutes, laws, ordinances, rules and regulations, and obtain all required licenses and permits.
2. The Contractor must operate the parking garages continuously without interruption in a first-class manner representing the highest standards within the parking industry. Some of the responsibilities associated with this goal include:
  - Cleaning parking facilities and related areas
  - Interacting with tenants to issue parking passes
  - Administering Owner contracts or initiating contracts that relate to the CRDA Parking Facilities and are approved by Owner
  - Administering other contracts that relate to the CRDA Parking Facilities
  - Performing line striping
  - Performing touchup painting of interiors of the parking structure
  - Overseeing the auditing of revenue collection and access device issuance
  - Providing trained and qualified staff
  - Maintaining signage
  - Managing the AVI system and revenue control system
3. The Contractor must provide adequate staffing at all times, however not excessive staff to minimize labor costs. The ultimate determination of hours by labor category shall be the prerogative of the Owner. Therefore, the Owner may determine the level of staffing in all labor categories.

4. The Contractor shall assign to the CRDA Parking Facilities and the MSG a competent, full-time general manager to exercise general supervisory authority and control over the delivery of management services. Such general manager shall have no duties other than the day-to-day operation and management of the CRDA Parking Facilities and the MSG.
5. The Contractor shall assign to the CRDA Parking Facilities and the MSG a competent, full-time accounting manager to maintain and report the financial conditions of the CRDA Parking Facilities. Such accounting manager shall have no duties other than the day-to-day tracking and reporting of the CRDA Parking Facilities and the MSG financial conditions.
6. The Contractor must devise and implement a parking management plan to accommodate overflow conditions. The Contractor will participate in coordination meetings with the related entities as necessary.
7. The Owner will notify the Contractor of the contents of master leases with Travelers, Northeast Utilities, Nassau Insurance, and other companies to the extent necessary to collect appropriate parking fees.
8. The Owner reserves the right to enter into agreements with certain tenants/ businesses requiring the Owner to provide parking validations through access devices or ticket validations. The Contractor must collect all parking fees and charges and deposit such daily in the Owner's designated account. Also, the Contractor must maintain all bookkeeping and accounting records (including activity reports) in accordance with generally accepted accounting principles and practices and as stipulated in herein.
9. The Contractor must submit monthly reports reflecting daily revenue and receipts to the Owner. The reports must be submitted as stipulated herein. The Owner reserves the right to request reports to be submitted more frequently. Furthermore, the Contractor will make their financial reports relating to the operation of parking garage available to the Owner for audit purposes, upon request. The Contractor will be required to compose an annual budget by garage including a consolidated budget. The Contractor will attend monthly financial review meetings and will be required to give financial presentations to the Owner's Board of Directors upon request.
10. The Contractor must be experienced in use of high-end technology parking access and revenue control systems, and the use of the software packages that are compatible with Windows systems.
11. During all hours of operation, the Contractor must provide emergency services free of charge to garage patrons. Such services shall include, but not be limited to:
  - a. Jump starting vehicles
  - b. Lock out assistance
  - c. Car search/location assistance
  - d. Customer escort service

12. The Contractor must maintain a full and complete record of all complaints or incidents and actions taken to resolve them. The Contractor must deliver to the office of the Owner's representative a weekly complaint and/or incident report summarizing all complaints/incidents and the remedial actions taken by the Contractor. Incidents which require a police intervention must be reported immediately in writing and telephonically during normal business hours, Monday through Friday, and as soon as possible after a weekend incident to the Owner's representative.

13. The Contractor must comply with the insurance requirements stated herein.

14. The Contractor's employees shall immediately report any observed or reported breach of security to a security source identified by the Owner. The Contractor will be responsible for developing a communications network with the security source identified by the Owner.

15. The Contractor will continue to perform minor repairs to all CRDA Parking Facilities and the MSG and plow snow to the entry and exit portal property lines as well as the surface lot and top levels of the garages. The Contractor shall perform sweeping, trash pickup, and snow removal and disposal in the entry and exit lanes and related islands. The Contractor shall provide cleaning services to maintain a first-class look.

16. During the sixty (60) calendar day period prior to the start of full contract operations, i.e., July 1, 2021, the Contractor's supervisor or appropriate designee, shall be on-site at the CRDA Parking Facilities and the MSG to observe all operations pertinent to the contract requirements, including office functions, procedures, operations, repair/maintenance, and any other operations as deemed necessary by CRDA, that will enable Contractor's personnel to become both knowledgeable in, and familiar with, their assigned areas of responsibility.

The Owner operates the CSG and the Convention Center parking garage 24 hours per day, 7 days per week and each day of the year. The other garages are operated approximately 18 hours per day. Although the Owner shall set rates, the parking management firm is charged with the responsibility of performing an annual review of the parking fees and recommending changes that would maximize income. The annual analysis shall include all charges including event parking, monthly parking, hourly parking, residential parking, hotel parking, and valet parking. A highly responsive proposal would suggest means, methods, procedures, and rate strategies to improve the Owner's net income as well as the parking experience.

## **B. Pre-Opening Services – Bushnell South Garage**

[approximately March 26, 2021 through June 30, 2021]

1. During the Pre-Opening Period, the owners and senior managers of Contractor shall be available as needed to consult with and advise CRDA, and their respective architects, parking consultants and other professional advisers regarding parking designs, space layouts, signs, traffic flows, security, parking equipment systems, staffing, the development of operating policies and procedures and other planning matters related to the design and operation of the BSG.

2. Contractor shall advise and assist Owner in the identification, evaluation and selection of necessary parking systems and equipment, including access and revenue control systems and equipment, cashiering and pay station systems and equipment, parking validation systems and equipment, signage, lighting, security equipment, maintenance equipment and other necessary operating systems and equipment related to the design and operation of the BSG.

### **III. CONTRACT TERM**

Except for the Pre-Opening Services for the Bushnell South Garage provided above, the term of any contract resulting from this RFP shall commence on or about July 1, 2021 and shall terminate on June 30, 2026, unless otherwise terminated, extended or suspended per the terms of any resulting agreement.

### **IV. LETTER OF INTENT**

Proposers are strongly encouraged to submit a Letter of Intent to the Official Agency Contact by US mail, facsimile or E-mail. The purpose of the letter is to enable CRDA to send interested Proposers new information in a timely manner. The letter should contain the following information:

1. Name of Proposer;
2. Mailing Address;
3. Telephone Number;
4. E-mail Address; and
5. Name of Proposer's representative.

### **V. REQUIRED INFORMATION & FORMAT**

#### **A. Contact Information**

Provide the information requested below:  
(if different than information provided in the letter of intent)

1. Name of Proposer;
2. Mailing Address;
3. Telephone Number;
4. E-mail Address; and
5. Name of Proposer's Representative.

B. Comparable Facility/Service Experience

Provide owner's name and address, and name(s), address(s), and description(s) of every comparable facility for which the firm has provided comprehensive parking management services within the last three years; include those facilities (and their Owner) for which the firm no longer provides such services. A "comparable facility" as herein defined means a parking facility in a mixed-use development that includes hotel parking, valet parking, event parking, and office patron parking, residential parking in a multiple facility setting with at least 3,500 parking spaces. The comparable facility must have an on-line, machine-readable parking access and revenue control system.

C. Minimum Qualifications Standards

In order to be deemed qualified, a firm must demonstrate through a Qualifications Statement that it meets the following minimum requirements. Qualifications Statements should be set forth in the sequence and utilizing the headings listed below. All Qualifications Statements should be printed or typed on 8½" by 11" paper.

a. Office - The firm must at minimum as of the time of submission maintain a regional New England presence that is staffed and open five days a week (with weekend emergency coverage) throughout the year, holidays excepted. Prior to commencement of this Contract, the parking management entity must open a Connecticut office.

b. Business History - The firm, in its present form of business organization, must have been providing comprehensive parking management services for not less than five years immediately prior to the date of submission of the Qualifications Statement. A firm with at least one, but less than five years, of experience in its current form of business organization shall be deemed qualified if it controls or is controlled by an affiliated firm (a parent or subsidiary) with the requisite experience, provided that the parent or subsidiary, as the case may be, must co-sign the contract and agree to be fully bound by the terms thereof.

c. Comparable Facility/Service Experience - The parking management firm shall identify at least two different comparable facilities at which it performed comprehensive, on-site parking management services within the last three years. The firm must be providing such services to at least one comparable client throughout the selection period. A firm will be credited with the comparable facility/service experience of an affiliated firm if it: controls or is controlled by the affiliate (a parent or subsidiary), provided that the parent or subsidiary, as the case may be, must co-sign the contract and agree to be fully bound by the terms thereof.



- d. Experience with Publicly Financed Facilities – The parking management firm shall be required to demonstrate that it has experience in managing publicly financed facilities, such as those facilities that were financed with General Obligation bonds or Revenue Bonds.
- e. Hiring Residents of Hartford and Minorities - The parking management firm must agree to make reasonable efforts to hire, or cause to be hired, available and qualified residents of the City of Hartford and available and qualified members of minorities, as defined in Section 32-9e of the General Statutes, for operations jobs at the Managed Facilities at all levels of operation activity.
- f. Standard Wage Requirements – The parking management firm must satisfy the State of Connecticut Standard wage requirements.

D. Key Personnel

Facility Manager/Supervisory Staff - Identify by name and office address the facilities manager for this contract, providing a resume indicating that individual's experience in overseeing parking management concerns of a comparable client. If the firm does not presently employ the individual, include a letter of interest from the individual stating that he/she would accept employment by the firm in the capacity of facility manager. Submit an organizational chart, indicating who (including both personnel at the firm's administrative office and personnel to be assigned on-site) would be responsible for each component of the management and operations program. Also provide a resume and references for each individual identified including operations personnel, accounting personnel, maintenance personnel, and training personnel.

E. Insurance

Provide a brief description of the parking management firm's current general liability insurance coverage, including limits and deductibles. Provide a statement declaring the parking management firm's agreement, if awarded this contract, to purchase and maintain and to provide a certificate evidencing insurance, in amounts not less than set forth in the Minimum Qualifications Standards of this RFP. A corporation authorized to do business in the State of Connecticut must provide the insurance. In the event the firm represents that it is self-insured, submit as part of the Qualifications Statement evidence (e.g., an independently audited financial statement, updated to disclose loss contingencies) that reasonably establishes that the firm has assets to support the amount self-insured.

F. Local Ordinances

Include a disclosure statement listing any and all outstanding violations relating to the management or operation of parking facilities located within the City of Hartford.

G. Community Relations

Include a statement listing area businesses, residents' groups, and civic and community organizations with whom the Proposer has charitable relationships.

H. Fee Proposal

The proposer shall provide a fee proposal that enumerates all proposed reimbursable expenses, and a base management fee for each of the following parking facilities: (1) the Adriaen's Landing Parking Facilities, (2) the Church Street Garage, (3) the Bushnell South Garage, and (4) the Morgan Street Garage. The fee proposal shall be for a 5-year contract that is cancellable, at the Owner's sole discretion, after the completion of year three.

I. Completed Forms

- Signed Non-discrimination Certification (Exhibit A)
- Ethics Form 1 (See Exhibit B)
- Ethics Form 5 (See Exhibit C)
- Ethics Form 6 (See Exhibit D)
- SEEC Form 10 (See Exhibit E)
- Signed Evidence of Non-discrimination Form (Exhibit F-2)
- Completed Employment Information Form (Exhibit F-3)

**VI. SUBMISSION DEADLINE**

Any qualified firm that is interested in providing parking management services to CRDA must submit four (4) copies (CRDA will accept electronic copies) of the complete RFP to:

Ms. Kimberly Hart  
Capital Region Development Authority  
100 Columbus Boulevard, Suite 500  
Hartford, Connecticut 06103  
(860) 527-0100  
E-mail: khart@crdact.net

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

RFP Released	February 18, 2021
Pre-Bid Conference/Walkthrough	February 26, 2021 (1:00 PM)
Questions	March 2, 2021
Answers	March 5, 2021
Deadline for Submitting Proposals	March 15, 2021 (3:00 PM)
Proposers Interviews	March 22, 2021
Contractor Selection	March 24, 2021
Start of Contract	March 26, 2021

Although not mandatory, attendance is highly recommended at a pre-bid conference/walkthrough. The conference shall be conducted to acquaint the firms with the proposed facility and to answer questions relating to the facilities' operation. This conference/walkthrough shall begin on February 26, 2021 at 1:00 PM at 100 Columbus Boulevard in the Convention Center motor lobby. Thereafter the walkthrough will continue at the Church Street Garage, the Morgan Street Garage, and the Bushnell South Garage – proposers are responsible for their own transportation to the respective parking facilities. Questions that qualified firms may have will be addressed at this meeting. The Owner will promptly prepare responses to all questions. A copy of each question and answer shall be provided to each entity that received a copy of this proposal and/or attends the pre-bid conference.

## **VII. REVIEW CRITERIA**

OWNER will evaluate each proposal that is deemed qualified based upon the following:

- The experience of the parking management firm in a similar setting;
- Experience in management of publicly financed parking facilities (i.e., General Obligation and Revenue Bonds);
- Experience with electronic revenue control systems;
- Parking operator management experience and financial history;
- A record demonstrating the ability to provide requested services;
- References from comparable facilities;
- Demonstrated commitment to Affirmative Action.

## **VIII. INSTRUCTIONS FOR PROPOSERS**

**A. Official CRDA Contact.** The Official Agency Contact for the purpose of this RFP is Ms. Kimberly Hart. All communications with CRDA must be directed to Ms. Hart at the address provided below:

Ms. Kimberly Hart  
Capital Region Development Authority  
100 Columbus Boulevard, Suite 500  
Hartford, Connecticut 06103  
(860) 527-0100  
E-mail: [khart@crdact.net](mailto:khart@crdact.net)

**B. Proposer's Representative(s).** Proposer must designate an authorized representative, including the name, title, address, telephone number and E-mail address for each representative.

**C. Communications Notice.** All communications with CRDA concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by Proposers or their representatives may result in disqualification or other sanctions, or both.

**D. Proposers' Interviews.** The selection committee will review all submitted proposals that are submitted timely. The Selection Committee will conduct interviews with select Proposers on March 22, 2021 via Go-To-Meeting.

**E. Inquiry Procedures.** Proposers may submit questions about the RFP to the Official Agency Contact on or before March 2, 2021. Questions must be in writing and submitted by US mail, facsimile or E-mail. Questions will not be accepted over the telephone. Anonymous questions will not be answered. CRDA reserves the right to provide a combined answer to similar questions. CRDA will distribute official answers to the questions, in the form of a written amendment, promptly to all Proposers who submitted a letter of intent.

**F. Confidential Information.** Proposers are advised not to include in their proposals any proprietary information. The CT Freedom of Information Act generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a “trade secret,” as defined by statute (C.G.S. § 1-19(b)(5)). If the information is not readily available to the public from other sources and the Proposer submitting the information requests confidentiality, then the information generally is considered to be “given in confidence.” Confidential information must be isolated from other material in the proposal and labeled CONFIDENTIAL.

**G. References.** Include two letters of reference from recent clients. Provide the following information for each reference: name, title, company address, and telephone number.

## **IX. RFP REQUIREMENTS AND CONDITIONS**

Important Note: All Bidders must be willing to adhere to the following conditions and must positively state this in the proposal.

- a. All proposals in response to this RFP are to be the sole property of CRDA. Bidders are encouraged not to include in their proposals any information that is proprietary.
- b. Any product, whether acceptable or unacceptable to CRDA, developed under a contract awarded as a result of the RFP is to be the sole property of CRDA.
- c. The bidder agrees that the proposal will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- d. CRDA may amend or cancel this RFP, prior to the due date and time, if CRDA deems it to be necessary, appropriate or otherwise in the best interests of CRDA.
- e. The price quoted includes all travel and related out-of-pocket expenses that will be incurred. Cost estimates will be considered as “not to exceed” quotations, except to the extent that the assumed scope is changed, against which time and expenses will be charged. CRDA as a political subdivision of the State of Connecticut is exempt from the payment of excise, transportation, and sales taxes therefore such taxes must not be included in the price quoted. Finally, the price quoted will be applicable to the entire term of the contract and will not be subject to alterations without the prior written consent of the Chairman or Executive Director of CRDA.
- f. The bidder must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the project must be approved by CRDA, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by CRDA. At its discretion, CRDA may require the removal and replacement of any of the bidder's personnel who do not perform adequately, regardless of whether they were previously approved by CRDA.

- g. Any costs and expenses incurred by bidders in preparing or submitting proposals are the sole responsibility of the bidder. A bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
- h. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of proposals may be required by CRDA at the bidder's sole cost and expense.
- i. The bidder awarded the contract may be required to give presentations to the extent necessary to satisfy CRDA's requirements or needs. In some cases, bidders may have to give presentations or further explanation to the RFP evaluation committee.
- j. The bidder represents and warrants that the proposal is not made in connection with any other bidder and is in all respects fair and without collusion or fraud. The bidder further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of CRDA participated directly in the bidder's proposal preparation.
- k. All responses to the RFP must conform to instruction. Failure to answer all questions or to follow the requested format may be considered appropriate cause for rejection of the response.
- l. The contract document will represent the entire agreement between the bidder and CRDA and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. Any contract awarded as a result of this RFP must be in full conformity with the statutory requirements of the State of Connecticut and the federal government. CRDA shall assume no liability for payment of services under the terms of the contract until the successful bidder is notified that the contract has been accepted and approved by CRDA. The contract may be amended only by means of a written instrument signed by CRDA and the bidder.
- m. Any firm awarded a contract under this RFP is prohibited from working on any other project related to the overall Adriaen's Landing project except with the express written permission of CRDA.
- n. An authorized officer of the firm must sign the submitted proposals. Proposals must also provide name, title, address and telephone number for individuals with CRDA to negotiate and contractually bind the firm, and for those who may be contacted for the purpose of clarifying the information provided.

## **X. CRDA STANDARD CONTRACT REQUIREMENTS**

Any resulting Contractor shall adhere to the State's contracting requirements, to wit:

### **A. Entire Agreement**

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

### **B. Changes in Service**

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

### **C. Independent Contractor**

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

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to CRDA, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

### **D. Laws and Regulations**

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

### **E. Labor and Personnel**

At all times, Contractor shall utilize qualified personnel and any CRDA approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise CRDA promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. CRDA may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to CRDA to provide the services otherwise

performable by Contractor hereunder. The Contractor will be responsible to the CRDA for any economic detriment caused the CRDA by such subcontract arrangement.

Contractor shall, if requested to do so by the CRDA, reassign from CRDA account any employee or authorized representatives whom CRDA, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, CRDA shall give ten (10) days notice to Contractor of CRDA's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy CRDA that the employee should not be reassigned; however, CRDA's decision in its sole discretion after such five (5) day period shall be final. Should CRDA still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from CRDA's account.

#### **F. Conflicts, Errors, Omissions, and Discrepancies**

In case of known conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to CRDA for clarification. CRDA shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions that are performed by Contractor prior to clarification by CRDA shall be at Contractor's risk.

#### **G. Indemnity**

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its 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 performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, 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 reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

#### **H. Nondisclosure**

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

#### **I. Quality Surveillance and Examination of Records**

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

CRDA or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At CRDA's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to CRDA's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.



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

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

**J. Intentionally Omitted.**

**K. Non-Waiver**

None of the conditions of this Agreement shall be considered waived by CRDA or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

**L. Promotion**

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

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

**M. Confidentiality**

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

**N. Subpoenas**

In the event the Contractor's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify CRDA of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to CRDA.

## **O. Survival**

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

## **P. Americans with Disabilities Act**

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of this Agreement. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of this Agreement as it may be amended will render the contract voidable at the option of the CRDA upon notice to the Contractor. Contractor warrants that it will hold CRDA harmless from any liability which may be imposed upon CRDA as a result of any failure of the Contractor to be in compliance with this Act.

## **Q. Non-Discrimination and Executive Orders**

The non-discrimination clause on the reverse side of page 1 of Form CO 802-A, attached hereto, is superseded and the following is inserted in lieu thereof:

(a) For the purposes of this Section, "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 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this Section, "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.

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor

agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56, as amended by Section 5 of Public Act 89-253, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56, as amended by Section 5 of Public Act 89-253; 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 Agreement and any amendments thereto.
- (g) The Contractor agrees to the following provisions: 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 the employees are treated when employed without regard to their sexual orientation; the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant

to Connecticut General Statutes §46a-56; the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 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 State may so enter.

#### **S. No Recourse**

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

#### **T. Assignability**

This Agreement shall not be assigned by either party without the express prior written consent of the other.

#### **U. Severability**

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

#### **V. Headings**

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

#### **W. Third Parties**

CRDA shall not be obligated or liable hereunder to any party other than the Contractor.

#### **X. Non-Waiver**

In no event shall the making by CRDA of any payment to the Contractor constitute or be construed as a waiver by CRDA of any breach of covenant, or any default that may then exist, on the part of the Contractor and the making of any such payment by CRDA while any such breach or default exists shall in no way impair or prejudice any right or remedy available to CRDA in respect to such breach or default.

**Y. Contractor Certification**

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

**Z. Large State Contracts**

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

**AA. Governor M. Jodi Rell’s Executive Order No. 7C**

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

**BB. Large State Construction or Procurement Contract**

Pursuant to Connecticut General Statutes § 1-101qq, every contractor to a Large State construction or procurement contract shall review the summary of State ethics laws developed by the Office of State Ethics pursuant to Connecticut General Statutes Section 1-81b (the “Summary”) and shall promptly affirm to CRDA in writing that the key employees of such Contractor have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. A copy of the Summary is attached and incorporated herein as Attachment B. Further, Contractor shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. Contractor shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. Contractor shall supply such affirmations to CRDA promptly. “Large state construction or procurement contract” means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

**CC. Disclosure of Consulting Agreements**

Pursuant to Connecticut General Statutes § 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or

public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

#### **DD. Retaliation Prohibition**

Pursuant to Connecticut General Statutes § 4-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state contractor in retaliation for such employee's disclosure of information to any employee of the contracting State or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes § 4-61dd(a). Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in Connecticut General Statutes § 4-61dd, a "large state contract" means a contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

#### **EE. Campaign Contribution and Solicitation Prohibitions**

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

#### **FF. Tax Exempt Financing**

A substantial portion of the cost of OWNER's parking facilities have been financed with the proceeds of tax-exempt general obligation bonds of the State of Connecticut and tax-exempt parking revenue bonds of the OWNER. In order to make available and preserve the tax-exemption on such bonds, the management, operation and use of the OWNER's parking facilities must conform to Internal Revenue Service requirements and guidelines with respect to parking facilities financed with tax-exempt bonds, including all applicable restrictions on private business use of such facilities. Accordingly, except for such portions of OWNER's parking facilities as may be designated by OWNER for reserved or restricted use consistent

with such Internal Revenue Service requirements, the parking facilities will at all times be managed, operated and used as public parking facilities under Internal Revenue Service guidelines. The parking management agreement shall create no tenancy or other lien or charge on the Owner's parking facilities or revenues and will be subject and subordinate in all respects to any mortgage, security interest or pledge securing any financing arranged by OWNER.

Notwithstanding anything to the contrary in this Request for Qualifications and Proposals, the agreement between the OWNER and Contractor with respect to parking management services will be structured so as not to result in any private business use of OWNER's parking facilities under Section 141(b) of the Internal Revenue Code of 1986, and shall conform to all applicable requirements of Internal Revenue Service Rev Proc. 97-13 for qualified management contracts relating to facilities financed with such tax-exempt bonds. It will be a condition of execution of such agreement that bond counsel to OWNER approve it in final form.

End of RFP Document

