



HARTFORD PARKING AUTHORITY

www.hartfordparking.com

REQUEST FOR RESPONSE

RFR # 110015

**ON CALL ENGINEERING CONSULTANT SERVICES
FOR TWO COMMERCIAL GARAGES LOCATED AT
55 CHAPEL ST. (the “MAT GARAGE”)**

&

500 MAIN ST. (the “HARTFORD PUBLIC LIBRARY GARAGE”)

DATE ISSUED: NOVEMBER 05, 2015

PROPOSAL DUE DATE: DECEMBER 07, 2015 AT 4:00 P.M. EST

SEND ALL SEALED PROPOSALS TO:

**HARTFORD PARKING AUTHORITY
ADMINISTRATIVE OFFICE
155 MORGAN STREET
HARTFORD, CT 06103
PHONE (860) 527-7275
FAX (860) 549-7275**

ATTN: ERIC BOONE, CEO/EXECUTIVE DIRECTOR

DURING THE PERIOD BEGINNING WITH RECEIPT OF THIS RFR AND UNTIL A CONTRACT IS AWARDED, PROPOSERS SHALL NOT CONTACT ANY EMPLOYEE OF THE HARTFORD PARKING AUTHORITY, THE CITY OF HARTFORD, ANY CONSULTANTS, OR ATTORNEYS INVOLVED IN THIS PROCESS FOR ADDITIONAL INFORMATION, EXCEPT AS NOTED IN THE RFR. ANY UNAUTHORIZED CONVERSATIONS OR COMMUNICATIONS CONCERNING THIS RFR WITH THE HPA, CITY EMPLOYEE, ANY CONSULTANTS, OR ATTORNEYS INVOLVED IN THIS PROCESS PRIOR TO CONTRACT AWARD IS PROHIBITED AND MAY BE GROUNDS FOR DISQUALIFICATION.

RFR RELEASE:

NOVEMBER 05, 2015

PROPOSALS DUE:

DECEMBER 07, 2015

INVITATION TO RESPOND

Dear Sir/Madam:

The Hartford Parking Authority (“Authority” or “HPA”) invites responses for:

RFR #: 110015	SOLICITATION DATE: November 05, 2015
SOLICITATION TITLE: On call engineering consultant services for the City of Hartford’s commercial two garage properties, one located at 55 South Chapel St, (the “MAT Garage”) and the other located at 500 Main St. (the “Hartford Public Library Garage”)	
SOLICITATION DESCRIPTION: This RFR includes, providing on call engineering consultant services for the MAT Garage and the Hartford Public Library Garage	
SITE LOCATIONS (if applicable): 55 South Chapel St. (the “MAT Garage”) and 500 Main St. (the “Hartford Public Library Garage”) Hartford, Connecticut 06103	
RESPONSE DATE: November 30, 2014	RESPONSE TIME: 4:00P.M. EDT
GOVERNMENTAL ENTITY ASSIGNED CONTRACT #: Hartford Parking Authority	
A MANDATORY PRE-PROPOSAL CONFERENCE	
THIS CONFERENCE IS: <input checked="" type="checkbox"/> Not Applicable	
attend	<input type="checkbox"/> Mandatory (All prospective RESPONDENTS are REQUIRED to attend to discuss contract scope)
	<input type="checkbox"/> Non-mandatory (All prospective bidders are encouraged to attend to discuss specifications)

Contract Compliance

- Affirmative Action / Equal Employment Opportunity Requirements
- Surety Bond Requirements
 - Bid Bond Performance Bond
- Insurance Requirements – see below
- Set Aside – Ord. Section 2-660
 - MWBE Small Contractor
- City-Based Small Business Bid Preference – Ord. Section 2-661
- 15% Minority Utilization (City of Hartford Certified MWBE) – Ord. Section 2-682
- State of Connecticut DAS Prequalification (Public Construction Project > \$500,000)
- OSHA Compliance (Public Works Project > \$100,000)
- Wage Requirements – Ord. Section 2-763

Sincerely,

Eric Boone CEO/Executive Director

Hartford Parking Authority
Eric.Boone@HartfordParking.com
860-527-7275

DOCUMENT INFORMATION

DOCUMENT OWNERSHIP AND HISTORY

This document is property of the Hartford Parking Authority (“HPA”) and its contents cannot be disseminated or distributed, in part or whole, without prior written approval from HPA.

INTERPRETATION OF THIS REQUEST FOR PROPOSAL

A term defined in the singular may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this RFR. The words “include” and “including” shall be construed to be followed by the words: “without limitation.” Each of these terms shall be interpreted as if followed by the words “(or any part of it)” except where the context clearly requires otherwise.

Every reference to any document, including this RFR, may be modified from time to time to the extent allowed by HPA or the City. This includes all exhibits, schedules, addenda and riders to such document.

The word “or” includes the word “and.”

All schedules, exhibits and addenda attached to this RFR are hereby incorporated into and made part of this RFR in their entirety. Every reference with regard to federal, state or local law includes any amendments and modifications, from time to time for which the Proposer is responsible for understanding, tracking and assessing.

Prospective Proposers are advised to familiarize themselves with Section 6, Glossary of Defined Terms, in order to enable a complete and accurate review of this RFR.

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1. INTRODUCTION

1.1 Purpose

The purpose of this RFR is to solicit proposals from qualified proposers for on call engineering consultant services at the two (2) commercial parking properties located at 55 South Chapel St. and 500 Main St. for Hartford Parking Authority.

1.2 General Garage Descriptions

MAT Garage 55 South Chapel St.

The MAT Garage has six (6) levels, four (4) below and one (1) above-ground with 907 spaces. It has five (5) elevators and six (6) stairwells with access to Trumbull, Church, Chapel, and Main Streets. MAT Garage is connected to 20 Church St. office building and the Hartford Stage Company. This garage operates at nearly a 100 % occupancy rate accommodating large corporate parking populations from adjoining office suites. Event parking is moderate. Business and cashiering hours are 6am – 11:30pm, M-F, and 8am – 11pm, Saturday and Sunday. Garage access is limited to monthly card holders after business hours.

Hartford Public Library Parking Garage 500 Main St.

This two (2) level, 102 space parking structure is bounded by Arch, Sheldon, Prospect, and Main Streets. This garage serves Hartford Public Library patrons, as well as various city officials. Both the upper level, which is accessible from Arch St., and the lower level with access from Sheldon St. are open 24/7. Parking is a mix of metered, non-metered, and reserved spaces. Metered spaces are managed by the Authority's Enforcement officers and the Hartford Police Department.

1.3 Qualified Proposer

To be considered "qualified," a Proposer must have:

- Well established parking garage consulting and construction/restoration experience for engineering consulting and ON-CALL services.
- Experience working at the direction, and under the authority of, public parking authorities or departments
- Consistent record of providing the highest degree of contract compliance and standards of performance, as further defined within this document.
- Qualified as a Responsible Candidate under the provisions of Section 2-571 of the Municipal Code of the City of Hartford.
- Proposer or affiliated entity has non delinquent taxes or other financial obligations owed to the City of Hartford.

Proposals must meet all requirements of this RFR. However, if based on a Proposer's experience, there are alternative implementation approaches that will ultimately achieve HPA's objectives, but through different solution approaches, the Proposers are encouraged to offer such alternatives and their rationale.

2. SUBMITTAL AND SELECTION PROCESS

2.1 Submittal Point of Contact

Unless otherwise specified, Eric.Boone@hartfordparking.com (e-mail address) is HPA's point of contact for purposes of this RFR and subsequent proposals. Non-electronic communications should be sent to:

Hartford Parking Authority
Administrative Office
155 Morgan Street
Hartford, CT 06103
Phone (860) 527-7275
Fax (860) 549-7275
Attn: Eric Boone, CEO/Executive Director

2.2 Proposer Questions, Interpretations, Addenda and HPA Response

HPA intends to answer questions from any Proposer that is considering submitting a proposal. However, no interpretation or clarification of any part of this RFR will be made orally to any Proposer. Questions received by NOVEMBER 20, 2015 at 4:00 P.M. EDT will be answered if deemed appropriate and germane to this RFR. All such questions must be addressed in writing and sent via email, to HPA's point of contact. HPA will not respond to telephone inquiries or visits by Proposers or their representatives regarding any aspect of the RFR.

In order to ensure proper processing of Proposer questions, Proposers must include reference to RFR #110015 on the subject line of the email message and shall reference the RFR Section/subsection (e.g. Section 2.2 Proposer Questions, etc.) Questions must be written in twelve point font, and included as an attachment to the email. Clarifications or interpretations and any supplemental instructions, if issued, will be posted online, in the form of an Addenda to the RFR. Each Proposer shall be responsible for determining that it has received all Addenda issued.

2.3 Selection Committee and Selection Process

The Selection Committee will conduct a detailed evaluation of proposals that have complied with the RFR requirements. Any proposal that is not in compliance with the foregoing requirements may be eliminated from consideration.

Each considered proposal will be assessed against several pre-determined criteria deemed pertinent in the execution of this contract and receive a score. The Selection Committee may choose to interview the selected Proposers. Proposers selected for interview will be required to present their qualifications to the Committee and demonstrate to the Committee why their firm is most qualified to offer on call engineering services. Proposers will be given up to sixty (60) minutes to present their material. The Selection Committee will reserve their questions until the end of the presentation.

The Selection Committee may choose to engage in competitive negotiations.

Upon completion of the selection committee process the Selection Committee will develop a recommendation for the HPA Board of Commissioners ("Board") review and subsequent approval or disapproval. A request for response does not necessarily contemplate an award based solely on price. Rather, HPA reserves its rights to reject any or all responses or any portion thereof, for whatever reason. Neither HPA, the City, any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damage resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this RFR.

2.4 Restriction on Communications

From the date of release of this RFR until the execution of a contract, all contacts with personnel employed by, or under contract to, HPA are restricted. During the same period, no prospective Proposer shall approach personnel employed by or under contract to the City of Hartford participating in the evaluation of proposals or any other related matters. An exception to this restriction will be made for Proposers who, in the normal course of business under a current contract with the affected agencies, may need to discuss legitimate business matters concerning their on-going work with the contracting agency.

Violation of these conditions may be considered sufficient cause by HPA to reject a Proposer's proposal, regardless of any other consideration.

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3. SCOPE OF SERVICES

Scope of work may include but not be limited to the following, which is a summary of potential services that the successful proposers may be required to provide. The successful proposers will be required to complete all direct or indirect responsibilities associated with the assigned task(s) in order to achieve the desired objectives of the HPA.

3.1 General Requirements

- a) Identifying the material needs of the parking facilities
- b) Assist with all restoration service projects
- c) Condition Assessment(s)
- d) Provide emergency response services
- e) On-Call Services
- f) Technical Assistance
- g) Structural Review and Analysis
- h) Design Development and Construction Documentation
- i) Develop Concrete Design Requirements
- j) Value Engineering
- k) Development of Technical Specifications
- l) Preparation and Design of Drawings
- m) Contract Administration Services
- n) Site Observation Services
- o) Testing and Exploration Services

3.1.1 Condition Assessment Scope

The building condition assessment scope should include but is not limited to the following.

- a) Structural and foundation condition survey of exposed elements
- b) Roof Systems
- c) Exterior and interior walls
- d) Common hallways and stairwells
- e) Plumbing Systems
- f) Electrical systems
- g) HVAC systems
- h) Elevator systems
- i) Site components
- j) Fire and lift safety systems
- k) Drainage systems
- l) Accessibility

3.1.2 Engineering Report

Specific reports, analysis, investigations, and/or studies may be required prior to the undertaking of a project. These reports may include, without limitation, feasibility investigations, cost studies, and economic comparisons. Such studies or reports are to be comprehensive with objective statements, and all significant historical and background information.

3.1.3 Planning Studies

These services include, without limitation, developing master plans for long-range capital improvement programs, preparation of land development plans, investigation of existing conditions, traffic studies, and the coordination of other work.

3.1.4 Design Services

These services shall include, without limitation, meetings and conferences to discuss goals and requirements with the Authority and other regulating agencies or utilities, procuring necessary field data, surveys or recorded data, preparation of preliminary studies, designs, and computations, preparing preliminary layouts, sketches, drawings, specifications, outlines, reports, and estimates. Other design services provided shall include, without limitation, detailed conferences with the Authority or other regulating agencies to discuss specific matters, procuring comprehensive field information such as engineering surveys, traffic studies, preparing applications, permits, easements required by local, state, or federal agencies, preparing final estimates, schedules, and specified number of contract documents for review and bidding.

3.1.5 Construction Inspection

Daily logs will be kept by the inspector, which will briefly summarize the day's activities. The inspector will be responsible for maintaining a safe working environment in accordance with Occupational Safety and Health Administration (OSHA) requirements. The inspector will coordinate proper traffic detouring and pedestrian safety. The inspector will hold a semi-final inspection. A review of the project may be performed by the City or Authority and a punch list of items to be corrected will be developed by the inspector.

3.1.6 Construction Management

These services include, without limitation, monitoring and tracking financial activities. The Select Proposer will prepare and recommend payment for applications received from its firm and contractors or sub-contractors (contractor) to the Authority's Administrator. The SP will resolve construction contractor payment disputes relating to the construction contract with final approval from the Authority. The SP will be the negotiating agent for the Authority in determining reasonable and mutually agreeable prices between Authority and the construction contractor for all additional work. All additional work is subject to final approval by the Authority.

3.1.7 Project Coordination

These services include, without limitation, coordinating the activities of the construction contractor, surveyors, inspectors, and others to ensure conformance with the project schedules. The SP will hold a pre-construction meeting two (2) weeks prior to the start of any construction project.

3.1.8 Record Keeping

These services shall include, without limitation, submitting copies of all project correspondence to the Authority. In addition, the successful proposer will maintain a duplicate set of files. Upon completion of the contract, the SP will provide the Authority, with all test reports, as-built plans, inspections, field notes, measurements, material slips, and any other copies of material, pertinent data regarding the contract. These records shall be bound in chronological order.

As part of the evaluation process associated with this Request for Responses, the Authority will interview each firm that the Authority determines has the requisite level of experience and familiarity with parking structure design, operations, and restoration. Consequently, it is extremely important that each firm have a high level of familiarity with all of the Authority's parking garages and prior to interviewing.

3.2 FEE PROPOSAL

All prospective respondents are required to submit, as their fee response, an hourly rate fee schedule to perform all the services outlined in Scope of Services, using the format as provided as Exhibit A titled "Supplemental Fee Schedule." Exhibit B titled "Proposed All- Inclusive Fee for Condition Assessments" must be an all-inclusive fee for condition assessment(s) for each facility. Any additional reimbursable costs associated with the performance of these services must be clearly delineated in the fee response submitted.

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EXHIBIT A
SUPPLEMENTAL FEE SCHEDULE

<u>POSITION</u>	<u>HOURLY RATE</u>
PRINCIPAL/VICE PRESIDENT	_____
PRINCIPLE PROJECT MANAGER	_____
PROJECT MANAGER	_____
PROJECT ENGINEERS/ARCHITECT	_____
ASSISTANT ENGINEERS	_____
TECHNICIAN	_____
PARKING CONSULTANT	_____
DRAFTSPERSON/CADD	_____
CLERICAL	_____

ADDITIONAL POSITION CLASSIFICATIONS MAY BE REQUIRED, DEPENDENT ON THE PROJECT ASSIGNMENT.

THE HPA WILL NEGOTIATE THESE RATES WITH THE SUCCESSFUL PROPOSER.

EXHIBIT B

PROPOSED ALL-INCLUSIVE FEE FOR CONDITION ASSESSMENTS

FACILITY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
LIBRARY GARAGE	_____	_____	_____	_____	_____
MAT GARAGE	_____	_____	_____	_____	_____
TOTAL PER YEAR	_____	_____	_____	_____	_____
LIBRARY GARAGE FIVE YEAR TOTAL					_____
MAT GARAGE FIVE YEAR TOTAL					_____

NOTE: THE HPA MAY NEGOTIATE THESE RATES WITH THE SELECTED CONSULTANT

4. FORMAT FOR PROPOSALS

4.1 Instructions for Proposal Submission

Proposals must be received by 4:00 P.M. EDT on DECEMBER 07, 2015. FAXED OR E-MAILED PROPOSALS WILL NOT BE CONSIDERED. Proposals must be delivered to the HPA's point of contact in boxes no larger than the normally sized "cardboard boxes" which usually accommodate 10 reams of 500 count sheets of paper. Each box must be clearly marked with the Proposer's name and address, the RFR number, and the contents of each box.

The proposal and copies must be bound in a loose leaf or spiral binder with the Proposer's name on the front cover and on each page. Each page in the binder must be numbered consecutively in Arabic numbers from the beginning of the binder (Transmittal Letter) to the end. Identify each section (and to the degree feasible, each subsection) with clearly distinguished and labeled "tabs," keyed to the table of contents.

Proposers shall comply with all RFR instructions and conditions when responding to this RFR. Failure to conform to these instructions may cause disqualification. The HPA, in its sole discretion, may reject any nonconforming proposal.

Proposals should be designed to illustrate an understanding of the Proposer's competency and expertise in meeting the requirements of this RFR. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities of the Proposer and the solution they are proposing.

The Proposer shall ensure that adequate and accurate responses are provided. It is the responsibility of the Proposer to provide complete answers to each requirement even if that results in redundant, duplicated material within the proposal. Additionally, in the event the Proposer provides an alternative approach to an RFR requirement in its proposal, such alternatives shall be highlighted in blue. The Selection Committee shall not be required to search for the answers in other sections of the proposal.

The Proposer must provide HPA the following:

- One (1) signed, printed and bound original
- Ten (10) additional printed and bound copies
- One (1) CD/DVD ROM-based electronic copy. All spreadsheets utilized for the proposal must be submitted in Microsoft[®] Excel electronic format (*.xls or *.xlsx), all other documentation shall be submitted in a word searchable PDF. Imaged PDF will not be accepted.

4.2 Format

When constructing the proposal, please be sure to take into consideration all requirements stated within this RFR, including all exhibits, schedules, addenda and riders to such document.

If the Proposer wishes to add supplemental information or an approach HPA may not have considered, please first respond to all HPA's requirements, and then add any alternative ideas, approaches, information, etc., clearly marked in **electronic blue highlight** within the corresponding sections. Please include complete detail and show how it will benefit HPA.

To be acceptable, proposals must contain all required information and statements in the form and order requested by this RFR. Proposals must submit "none" or "not applicable" responses to any RFR question and information request, when such a response is the only appropriate response.

All proposal text must be cross referenced to the RFR section to which it applies to. The proposal shall be presented in the same order as provided below:

- Article 1: Transmittal Letter
- Article 2: Executive Summary
- Article 3: Proposer Company History
- Article 4: Experience and Ability
- Article 5: Organizational Structure
- Article 6: List of Assumptions
- Article 7: Statement of Work
- Article 8: Key Personnel
- Article 9: Roles and Responsibilities
- Article 10: Implementation Approach
- Article 11: Financial Capability
- Article 12: Legal Issues History
- Article 13: Corporate Reporting
- Article 14: References
- Article 15: Cost Proposal

4.3 Article 1: Transmittal Letter

The Transmittal Letter must be delivered on the Proposer's letterhead with the original signature of the individual or official authorized to submit a binding proposal on behalf of the Proposer and affixed with the corporate seal, if any.

Proposer shall include a completed Response Information Form found in Enclosure 1.

Proposer shall make the following representations and warranty in the Transmittal Letter, the falsity of which might result in rejection of its proposal:

- a) That all the information contained in the proposal, including supporting documentation is true, accurate and complete; to the extent that the proposal includes all information necessary to ensure that any statement does not mislead HPA.
- b) That no elected or appointed official, employee of HPA, or the City of Hartford has or will benefit financially or materially from fulfilling the scope of services requested in this RFR.
- c) That the Proposer, Proposer Parties, partners or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or prohibited from doing related business covered by this RFR by any local, state, federal department or agency.
- d) That the Proposer, Proposer Parties, partners or subcontractors have not within the last five (5) years been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen state property.

- f) That the Proposer, Proposer Parties, partners or subcontractors are not presently indicted or awaiting indictment for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph (d) above.
- g) That the Proposer, Proposer Parties, partners or subcontractors have not within the last five (5) years had one or more public transactions (federal, state, or local) cancelled or terminated for cause or default. If so, please explain in detail in your response.
- h) That the Proposer, Proposer Parties, partners or subcontractors have not within the last five (5) years filed for bankruptcy nor is bankrupt or the filing for bankruptcy presently or imminently threatened.

4.4 Article 2: Executive Summary

Provide an Executive Summary of the most salient aspects of the proposal in terms of satisfying the requirements of this RFR. The Executive Summary must provide a high-level overview of the proposal in such a way as to demonstrate a broad understanding of not only HPA's needs and objectives, but of all the RFR requirements. The Executive Summary shall not mention the offer dollar amount.

4.5 Article 3: Proposer Company History

Describe your company history including a brief description of the company's background particularly within the local market, company objectives and philosophies.

4.6 Article 4: Experience and Ability

Provide a detailed statement describing the Proposer's past experience with parking operations and related services, and the Proposer's ability to implement and maintain such operations and services.

Describe in detail, for the Proposer, applicable Proposer Parties, any partners or subcontractors, all qualifications and capabilities to provide the services necessary to meet the requirements as set forth in this RFR.

Explain how the Proposer will ensure that personnel performing the work for HPA are qualified, trained and proficient in operations, as well as customer service.

4.7 Article 5: Organizational Structure

Describe the Proposer's total organization, including any Proposer Parties, partners or subcontractors. Provide an organization chart for the overall organization showing each entity within the organization, as well as the chain of authority from the chief executive officer down to the key personnel who will be providing the services detailed in this RFR.

Clearly identify any partners or subcontractors and describe in detail the roles that each will have in the services offered to HPA. Please describe their organizations, annual revenues and the length of time they have been in business.

4.8 Article 6: List of Assumptions

Provide a list of implicit assumptions that the Proposer utilizes in the creation of the proposal.

For the purposes of this RFR an implicit assumption will be defined as "a non-expressed assertion about some characteristics of the future that underlies the current operations or plans of HPA".

An example of an implicit assumption: When someone sees a DVD case, it is assumed that if it is opened there will be a DVD inside.

4.9 Article 7: Statement of Work (SOW)

Proposals must include a proposed statement of work outlining the tasks to be performed by the Proposers in response to the requirements of this RFR. The SOW will be refined during the selection process leading to a contract between the parties.

4.10 Article 11: Financial Capability

For each entity identified in Section 4.7, provide relevant documents that describe their financial status, such as audited financial statements, annual reports, and 10-K reports, for the three (3) most recent years.

For each entity identified in Section 4.7, specify the entity's total annual revenue for the prior three (3) years, number of employees, products and services, affiliated companies, and other descriptive information.

Describe any current, future planned business or other contractual obligations that may have any influence on the capability of the Proposer, Proposer Parties, any of its partners or subcontractors to meet the requirements of this RFR.

The information submitted by the Proposer in response to this Section 4.10 may be considered a public record or file, subject to disclosure under the provisions of FOIA and the corresponding regulations. Accordingly, the Proposer shall identify any and all commercial or financial information that it deems to be submitted in confidence and believes is not required to be disclosed under FOIA. Those particular sentences, paragraphs, pages or sections that a Proposer believes to be either proprietary, a trade secret or otherwise confidential shall be specifically identified as such. Any and all information that the Proposer submits under this provision shall be separated from the remainder of the proposal and enclosed in a separate envelope.

4.11 Article 12: Legal Issues History

For purposes of this section, the "Proposer" includes the Proposer, any Proposer Parties, partners and subcontractors. The Proposer must provide a response to the following questions for all entities stated in the proposal. The proposal shall include each question in with each response.

- a) Is the Proposer currently, or has been in the last five (5) years, the subject of any bankruptcy, insolvency, reorganization or liquidation or receivership proceedings? If so, please explain.
- b) Is the Proposer currently, or have been in the last five (5) years, the subject of any litigation, investigation or proceeding before or by an arbitrator or Governmental Authority involving: (1) Proposer default or claims of breach by a Governmental Authority or failure to perform services in accordance with the terms of one or more agreements with Governmental Authorities; (2) Conviction of a criminal offense, including, but not limited to fraud, embezzlement or dishonest acts with respect to obtaining, attempting to obtain or performing a transaction or contract for a Governmental Authority or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, tax evasion, violating federal criminal tax laws, or receiving stolen property; (3) Violation of federal or state antitrust statutes relating to the submission of offers or proposals or the commission of any unfair trade practices; (4) Tax and securities law violations, including fraud and delinquency; (5) Ethics, conflict of interest, corrupt practice and campaign contributions violations; (6) Breach of duty of good faith and fair dealing; or, (7) Violation of the U.S.A. Patriot Act provisions pertaining to business practices. If so, please explain.
- c) Is the Proposer currently, or has been in the last five (5) years, investigated for or convicted of any criminal violations(s) of any environmental or health and safety law? If so, please explain.

- d) Is there any litigation or governmental or regulatory action pending or threatened against the Proposer that might have a bearing on the ability of the Proposer to provide the services necessary to meet the requirements as set forth in this RFR (e.g., litigation with any state; or litigation between the aforementioned organizations and any third party provider of required services to the State, etc.)? If so, please explain.
- e) Is the Proposer delinquent in any taxes or other monetary obligations owed to the City of the Hartford?

4.12 Article 13: Corporate Reporting

In its proposal, each Proposer must provide:

- a) A Certificate of Authority, Certificate of Legal Existence or Certificate of Good Standing, as applicable, from the Office of the Secretary of the State of Connecticut.
- b) A corporate resolution of authority granting the signatory binding authority to act on behalf of the Proposer and all partners and/or subordinate entities.
- c) Verifiable demonstration of compliance with the requirements of being an equal opportunity employer under the Hartford Code.

4.13 Article 14: References

Provide five (5) references from locations of similar size and scope, with at least two within two hundred fifty (250) miles of Hartford. References should include: company/entity name, contact person, phone number and e-mail address.

4.14 Article 15: Cost Proposal

Proposers must submit a cost proposal in a separate sealed package. The cost Proposal shall be kept completely separate and marked “confidential”. There shall be no reference to or discussion of costs in any part of the Proposal other than in the Cost Proposal.

5. TERMS AND CONDITIONS

The provisions of this section address Terms and Conditions that are applicable to the various aspects of this RFR. These provisions, at the option of HPA, will likely be included in the contract; however, HPA reserves the right to modify these provisions as deemed necessary.

5.1 Contract Term

- Initial Term: Three (3) years
- HPA Term Extension: Two (2) 1-year extensions

At the conclusion of the initial term, HPA may elect to extend the contract up to a maximum of five years via two successive one-year term extensions.

5.2 Contract Termination

The contract may be terminated by HPA with the Proposer for the following reasons:

- a) Termination for Cause. Upon the occurrence of any Event of Default, as set forth in Section 5.4 or as otherwise set forth in the contract, HPA may terminate by giving five (5) days' prior written notice thereof to Proposer.
- b) Termination at Will. Notwithstanding any provisions in the contract, HPA, through a duly authorized employee, may terminate whenever HPA makes a written determination that such termination is in the best interests of HPA. HPA shall notify the Proposer in writing of termination pursuant to this section, which notice shall specify the effective date of termination but not less than 30 days and the extent to which the Proposer must complete performance under the contract prior to such date.
- c) Payment upon Termination. In the event the contract is terminated pursuant to Sections 5.2(b) or 5.2(c) above, HPA shall make full payment to Proposer for all Services performed in accordance with the contract up to and including the date of termination. Payment shall be made within sixty (60) days after the date of termination and presentation of Proposer's invoices therefor.

Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by HPA.

In the event that HPA shall terminate the contract under this provision or the Proposer abandons operation, HPA reserves the right to enter into a new contract with others and to pursue its rights under the contract as against the Proposer and/or its surety.

5.3 Contract Breach

If either party breaches in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Proposer breach, any other time period which HPA sets forth in the notice shall take precedence over the ten (10) Days' notice contained herein.

- a) The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period.
- b) The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date.

5.4 Events of Default and Remedies

5.4.1 Events of Default

In addition to any other provisions reference in this RFR, any of the following occurrences or acts shall constitute an Event of Default:

- a) Whenever Proposer shall do, or permit anything to be done, whether by action or inaction, contrary to any of the covenants, agreements, terms or provisions contained in this RFR which on the part or behalf of Proposer are to be kept or performed, and Proposer fails to correct any such breach within ten (10) Days after Proposer's receipt of written notice of such breach from HPA; or
- b) If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the Proposer's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Proposer's performance of this scope of work; or
- c) Whenever an involuntary petition shall be filed against Proposer under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Proposer or of or for the property of Proposer shall be appointed without the acquiescence of Proposer, or whenever the contract or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, firm or corporation other than Proposer or a corporation in which the Proposer may be duly merged, converted or consolidated under statutory procedure, and such circumstance under this subparagraph shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) Days (whether or not consecutive) or shall not be remedied by the Proposer within sixty (60) Days; or
- d) Whenever the Proposer shall make an assignment of the property of the Proposer for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by the Proposer under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by the Proposer under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever the Proposer shall desert or abandon the contract; or
- e) If any competent authority shall have determined that the Proposer is in default of any federal, state or local tax obligation; or
- f) Pursuant to Resolutions passed by the Court of Common Council on March 4, 1996 and January 13, 1997, if the Proposer or any of its principals are in default of any tax, financial or contractual obligations which are owed to HPA or City. Default shall be considered to have occurred under this subsection when any payment required to be made to HPA or City is more than thirty (30) Days past or any contractual obligations remains unfulfilled after written notice from the HPA or City
- g) Repeated failure of the Proposer and its employees to comply with any and all written directives of HPA regarding non-performance under the terms of the contract.
- h) If the Proposer or any of its principals are in default of any contractual obligations owed to HPA or the City after written notice from the HPA or the City.

5.4.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, HPA may elect to pursue any one or more of the following remedies, in any combination or sequence:

- a) Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;
- b) Suspend the contract and Proposer's services;
- c) Require Proposer to correct or cure such default to the satisfaction of HPA; or
- d) Terminate the contract for cause in accordance with Section 5.2 hereof.

The selection of any remedy shall not prevent or stop HPA from pursuing any other remedy and shall not constitute a waiver by HPA of any other right or remedy.

5.5 Contract Modification

The contract may be modified by HPA with 30 days written notice to the Proposer due to the pending sale or repurpose by the City of any of the parcels of land defined in the scope of this document.

In the event that the contract is modified the Proposer and/or the HPA may be entitled to an equitable adjustment to the contract terms. All adjustments will be defined within the executed contract.

5.6 Physical Conditions

The physical conditions of the garages for the purposes of this scope of work shall be considered "AS-IS". HPA may improve the physical conditions of the garages in various ways as mentioned previously in this document, however, HPA makes no representations or warranties that such improvements will be made now or in the future.

5.7 The Proposer's Insurance Requirements

At least ten (10) days before the contract is executed and prior to performing any services thereunder the firm will be required to file with the HPA a certificate of insurance, executed by an insurance company or authorized representative satisfactory to the HPA and in an acceptable form. The Proposer shall purchase and maintain for the duration of the contract, including any and all extensions or renewals thereof, the following insurance coverage:

- a) Commercial General Liability Insurance: (including contractual liability coverage) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least Two Million and 00/100 (\$2,000,000.00) Dollars for each occurrence.
- b) Automobile Liability Insurance: (including non-owned or hired vehicles) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence.
- c) Workers' Compensation Insurance: covering Proposer and its agents and employees at the Connecticut Statutory minimum including Employers' Liability with limits of One Million and 00/100 Dollars (\$1,000,000.00) for each accident, One Million and 00/100 Dollars (\$1,000,000.00) for each disease/policy limit, and One Million and 00/100 Dollars (\$1,000,000) for disease for each employee.
- d) Professional Liability Insurance: with a minimum combined single limit coverage of not less than Five Million and 00/100 Dollars (\$5,000,000.00).

All insurance will be affected under standard form policies by insurers of recognized responsibility which are licensed to do business in the State of Connecticut and which are rated as A (VIII) or better by the latest edition of Best's Rating Guide or other recognized replacement therefore. Except as otherwise provided to the contrary in this section, any insurance required by this contract may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that contractor shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to HPA that the same complies in all respects with the provisions of this contract, and that the coverages thereunder and the protection afforded HPA and the City as additional insureds hereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely under and by reason of this contract.

Except as otherwise indicated, the insurances required in this section may be carried on either an "occurrence" or a "claims made" basis, provided, however, that, should any insurance be carried on a "claims made" basis, Proposer also shall be obligated to procure an extended reporting period thereto or a subsequent "claims made" policy with the same retroactive date as the prior "claims made" policy, as necessary to protect HPA and City as additional insureds from any claims, actions or causes of action which first accrue during the term hereof.

All references to a "deductible" shall be deemed to mean a deductible and/or a self-insured retention. No policy required to be procured by Proposer pursuant to this contract shall be subject to a deductible or similar provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Proposer shall pay such deductible. Proposer agrees that it will not carry or be the beneficiary of any insurance insuring Proposer or any other person or entity against the risks for which insurance is required to be maintained pursuant to this section unless the insurance and insurance carriers otherwise comply with the terms of this section.

5.8 Living Wage Ordinance

The Proposer shall certify compliance on an annual basis with the City of Hartford Living Wage Ordinance as set forth in §§2-761 et. seq. of the Hartford Code, as it may be amended from time to time. Proposer shall be obligated to compensate its employees a living wage as determined by the City of Hartford during the term of the contract and any extensions thereto, and therefore possible increases in the living wage should be considered by the Proposer in the preparation of its response.

The Proposer also accepts full responsibility for payment of unemployment insurance, workers' compensation, and social security, as well as all income tax deductions, and any other taxes or payroll deductions required by the law for its employees engaged in the work authorized by the contract.

5.9 Binding Effect of Proposal

The proposal shall be a binding commitment which HPA at its sole discretion, may include by reference or otherwise, into any contract with the Proposer. Accordingly, the Transmittal Letter shall be signed by an individual authorized to bind the Proposer. By submitting a proposal the Proposer commits to a firm offer valid for a one hundred eighty (180) calendar day period from the date of the opening

5.10 RFR Is Not an Offer

This RFR does not constitute an offer by HPA. Moreover, even if HPA initially elects to enter into discussions with a Proposer, no binding contract, obligation to negotiate or discuss, or any other obligation shall be created. The Proposer or HPA can terminate discussions at any time and for any reason.

Each Proposer waives any right it may have to bring any claim, whether in damages or equity, against HPA or the City of Hartford, its agents and employees, with respect to any matter arising out of any process associated with this RFR. Moreover, this RFR does not commit HPA to enter into a contract or similar undertaking with any Proposer or any other organization.

5.11 Deviating from RFR Requirements

HPA may reject any proposal that deviates from the requirements of this RFR. Proposers submitting proposals with any exceptions from requirements must identify and fully justify such exceptions for HPA consideration.

5.12 Conflicts, Discrepancies, Omissions and Inaccurate Conclusions

Should a Proposer find conflicts, discrepancies or omissions in this RFR or any other documents provided by HPA, the Proposer should immediately notify HPA in writing of such potential discrepancy and each Proposer shall be informed of any clarification, if necessary, in accordance with the procedures set forth in this RFR. Failure to notify shall constitute a waiver of claim of ambiguity, inconsistency or error by the Proposer.

HPA assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFR, or otherwise distributed or made available during this procurement process. In addition, HPA will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFR or any documents provided by HPA other than those given in writing by HPA through the issuance of addenda to this RFR. In no event may a Proposer reply on any oral statement by HPA or its agents, advisors or consultants.

5.13 Exceptions to the RFR

Each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFR. An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFR. All exceptions taken must be identified and explained in writing in the proposal and must specifically reference the relevant section(s) of this RFR. If the Proposer provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer’s solution, must be described in detail.

5.14 Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by Proposers with any agency or employee of the HPA or the City of Hartford will be disregarded in any proposal evaluation or associated award. Moreover, any alleged oral agreement or arrangement with any agency or employee shall be void and of no effect.

5.15 The Proposer

The Proposer shall be the sole point of contact and shall be responsible for the performance of all services under the contract. The Proposer shall not subcontract any work under the contract to any other firm except as may be identified in its proposal and permitted under the contract. The Proposer shall be entirely responsible for all actions and work performed on its behalf. All terms, conditions, and requirements of the contract will apply without qualification to any services and work performed on the Proposer behalf.

5.16 Proposal Expenses

HPA assumes no liability for payment of any costs or expenses incurred by any Proposer in (a) responding to this RFR; (b) preparing responses for clarification; (c) submitting to interviews; (d) preparing and participating in a Proposer’s presentation; (e) negotiating the contract; (f) attending

meetings and presentations required for the Contract approval process; or, (g) engaging in any activity related to this RFR and the subsequent contract negotiation process. Each Proposer that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from HPA for the costs and expenses associated with this RFR process.

5.17 Due Diligence

By submitting a proposal, Proposers are representing that they have examined and are thoroughly familiar with each of the elements of this RFR, including the: data and information pertaining to parking utilization, actual physical items, facilities, services or functions essential to the satisfactory implementation, management and administration of parking operations for HPA's facilities ("Due Diligence") and the services to be provided under the ensuing contract.

By submission of a proposal, each Proposer shall be deemed to have certified, warranted and represented that they have had the opportunity to:

- a) Review, or have been afforded opportunity by HPA to review all relevant physical items, facilities, services or functions essential to the satisfactory implementation of the project and operation of HPA's facilities and, in its proposal, shall certify that all such items, facilities, services or functions are included in the contract and thereby warrants that there are no discrepancies set forth that would impede the successful implement of the contract under this RFR.
- b) To ask questions as seen fit, throughout the proposal submission period, pertinent to the provision of services under this RFR, the capacity of HPA to achieve its objectives, the available Due Diligence resources, and to review other Proposers' questions and respective responses by the HPA.
 - i. By submission of a proposal, each Proposer shall be deemed to have warranted and represented that:
 - c) Its failure to investigate and verify facts or its failure to identify operational changes that would enlarge the scope of this RFR and to define such category of change shall, in no way, be cause for future claim of ignorance of such facts or conditions, nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise.
 - d) No additional licenses or authorizations are necessary to accomplish implementation of the services required by this RFR with the exception of those referred to in the proposal.
 - e) It is responsible for all aspects of its proposal, including verification of data relating to the operational requirements and specifications, and thereby confirms that its proposal and the contents therein are in accord with the requirements and specifications of the RFR, any schedules thereto and any other information that has been made available by HPA to Proposers.
 - f) It is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the contract, as a result of such failure.
 - g) It has been responsible for specifying any changes and disclosing any new costs prior to the award of the contract under the RFR. Thus, in the event any changes or costs are otherwise required, during the implementation, operation and administration of the contract, the sole responsibility for any adjustment, modification, delay and cost of such changes shall reside with the Proposer. All changes or additions of costs will solely be at the discretion of HPA.

5.18 Due Diligence Representations and Warranties

The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. The Proposer and HPA will agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. The complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The Proposer shall waive any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

5.19 Indemnification and Hold Harmless

Proposer shall indemnify, defend and hold harmless HPA and the City of Hartford (“City”), and their respective agents, officials, employees, successors and assigns (collectively, the “Indemnitees”) from and against any and all loss and liability (statutory or otherwise), claims, demands, actions, causes of action, suits, judgments, costs, executions, interest and expense whatsoever (hereinafter, individually and collectively, a “Claim” or “Claims”), in law or in equity, which arise from or in connection with Proposer’s performance or failure to perform hereunder and/or any other act, error or omission which occurs or fails to occur on the part of Proposer or any of its directors, officers, partners, members, agents or employees under or in connection with this Contract or the Project during the term hereof. Proposer’s obligations to indemnify and hold harmless the Indemnitees as aforesaid shall include, but not be limited to, protecting the Indemnitees from all Claims for or arising from (i) any failure by Proposer to pay for any goods or services obtained by it hereunder, (ii) any negligent act, error or omission on the part of Proposer or any of its directors, officers, partners, members, agents or employees in the acquisition or provision of any goods or services hereunder, and (iii) any injury (including death) to persons, or damage to real or personal property (including the loss of use thereof and environmental contamination), which results from any act, error or omission on the part of Proposer or any of its directors, officers, partners, members, agents or employees under or in connection with this Contract. In case any action or proceeding is brought against any of the Indemnitees by reason of any matter which is the subject of the foregoing indemnity, Proposer shall pay all costs of investigation and defense (including, but not limited to, all court costs, reasonable attorneys’ fees, and out-of-pocket expenses), and all losses and liabilities which result therefrom. The provisions of this section shall survive the expiration or earlier termination of a Contract.

5.20 Proposer Presentation of Supporting Evidence/Surety

Each Proposer must be prepared to provide any evidence of its historical related experience pertinent to this RFR, performance ability, and/or financial standing and/or surety that HPA deems to be necessary or appropriate to fully establish the performance capabilities represented in its Proposal with respect to all undertakings, duties, and obligations set forth or implied in its proposal.

5.21 Independent Price Determination

By submission of a proposal, the Proposer shall be deemed to have represented, warranted and certified that, the following requirements have been met in connection with this RFR:

- a) The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- b) Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis, directly or indirectly, to any other organization or to any competitor.
- c) No attempt has been made or will be made by the Proposer to induce any other person to submit or not to submit a proposal for the purpose of restricting competition.

5.22 Ownership of Proposals

Upon receipt, all proposals submitted shall become the sole property of HPA. Except as expressly provided in Section 5.24, HPA is not restricted in its rights to use or disclose any or all of the information contained in the Proposal. Except as permitted by the Freedom of Information Act, HPA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

5.23 Trade Secrets/Proprietary Information/FOIA

Nothing in the Freedom of Information Act shall be construed to require disclosure of responses to RFR or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the chief executive officer of such public agency certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file. Upon conclusion of this RFR process, the proposal is considered a public record or file, subject to disclosure under the provisions of FOIA and the corresponding regulations. Accordingly, the Proposer shall identify any and all commercial or financial information that it deems to be submitted in confidence and believes is not required to be disclosed under FOIA. Those particular sentences, paragraphs, pages or sections that a Proposer believes to be either proprietary, a trade secret or otherwise confidential shall be specifically identified as such. Any and all information that the Proposer submits under this provision shall be separated from the remainder of the proposal and enclosed in a separate envelope. Convincing explanation and rationale sufficient to justify each exemption from release consistent with C.G.S. §1-210(b) shall accompany the proposal.

The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released. The Proposer shall state the reasons it believes the materials are legally exempt from release pursuant to FOIA. The final administrative authority to release or exempt any or all material so identified rests solely with HPA; subject to adjudication by the Freedom of Information Commission should the Proposer's request be challenged.

In submitting a proposal, each Proposer agrees that HPA may reveal any trade secret materials contained in such response to all staff and officials involved in the selection process, and to any outside consultant(s) or other third parties who serve on the Selection Committee or who are hired to assist in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless HPA and each of its officers, employees, and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material which the Proposer has designated as confidential or as a trade secret. Any Proposer that designates its entire proposal as confidential or a trade secret may be disqualified.

5.24 Retention of Records

The Proposer shall maintain accounting records and other evidence pertaining to the costs incurred in accordance with all document retention regulations in the State of Connecticut, and shall make the records available to HPA at the Proposer's office, at all reasonable times, for a relevant period of time after the expiration of the term as set forth by the regulations of the State Librarian.

5.25 Compliance with Labor Law

By submitting this proposal, each Proposer agrees to make itself aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the services covered by this RFR. Each Proposer further agrees that it will at all times during the term of the contract be in compliance with all applicable federal, state and/or local laws regarding employment practices.

Such laws will include, but shall not be limited to Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all OSHA regulations applicable to the work covered by this RFR as well as the Living Wage Ordinance of the City.

HPA is an equal opportunity and affirmative action employer and does not discriminate in its hiring, employment or business practices, including its purchasing policies. Moreover, HPA is committed to complying with the Americans with Disabilities Act of 1990 and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities. The laws of the State of Connecticut and the City of Hartford strive to ensure that all segments of the business community have access to supplying the goods and services needed by HPA. HPA and the City affirmatively work to encourage utilization of minority business enterprise in all procurement activities. HPA provides equal opportunity for all businesses and does not discriminate against any Proposer regardless of race, color, religion, age, sex, national origin, or disability.

As a condition of the Contract with HPA, the Proposer acknowledges and agrees that it shall not discriminate in either employment or housing as more fully set forth in the applicable provisions of federal and state law and regulation as presently in full force and effect or, as may be amended, from time to time. Such prohibition shall extend and be applicable to all subcontracts let or awarded and all contracts let or awarded by either HPA or the Proposer. Noncompliance with the provisions of Division 9 of Article XII of the Hartford Code, shall be grounds for cancellation, termination or suspension of the Contract, in whole or part, by HPA.

5.26 Requirement for Representation Pertaining to Collusion or Conflict of Interest

By responding to this RFR, the Proposer shall be deemed to have represented, certified and warranted that:

- a) The proposal is not made in connection with any Proposer submitting a separate response to this RFR, and is in all respects fair and without collusion or fraud.
- b) The Proposer did not participate in the RFR development process and had no knowledge of the specific contents of the RFR prior to its issuance.
- c) No employee of HPA or the City of Hartford participated directly or indirectly in the preparation of the Proposer's response to this RFR;
- d) The services to be provided by the Proposer do not in any way conflict with the interests of any individual, group, business, or governmental organization with which Proposer is employed or with which Proposer has an agreement or is associated, and, in the event such a conflict arises during the term hereof, Proposer will immediately notify HPA in writing.
- e) No member of the governing body of HPA, or its designees, employees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this contract shall, during the individual's tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the contract. The Proposer shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.
- f) The Proposer has not employed or retained any Person other than bona fide employees or consultants working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any Person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of the Contract.

5.27 Conformance of Awards with State Statutes

Any award resulting from this RFR must be in full conformance with the laws of the State of Connecticut, the City of Hartford and the regulatory and procedural requirements of HPA. The State's statutes and regulation, as well as the Charter and ordinances of the City of Hartford are available on-line.

5.28 Joint Ventures

Joint ventures will not be accepted. HPA will only enter into a contract with a single entity who will be required to assume full responsibility for the services identified in this RFR whether or not the equipment, products and/or services are manufactured, produced or provided by a partner or subordinate entity. Moreover, by submitting a proposal, the Proposer agrees to perform the services as an independent operator and not as an agent or employee of HPA.

5.29 Use of HPA's Name

No advertising, sales promotion or other materials of the Proposer, its agents or representatives may identify or reference the contract, or HPA in any manner without obtaining HPA's prior written consent. As a condition of entering into a contract, the Proposer further agrees to refrain from the following, absent the HPA's prior written approval:

- (a) Making any statement to the media regarding the subject matter of this RFR or the subsequent contract
- (b) Making any statement to the media on any issue which is in HPA's judgment likely to cause the Proposer or HPA staff to be viewed as anything other than neutral with respect to the subject matter of this RFR or subsequent contract, or cast doubt on the competence or integrity of HPA. Failure to comply with this section by the Proposer shall constitute a material breach and, without limiting any other remedies HPA may have, shall entitle HPA to reject the proposal or terminate the subsequent contract for default.
- (c) HPA is the only entity authorized to issue news releases relating to this RFR, its evaluation, award, or any contract and performance there under.

5.30 Use of Proposer's Logo and Company Identity

The Proposer, or any entity, as deemed appropriate by the HPA, may only use the approved HPA logo for all non-internal matters related to this contract. This restriction includes, but is not limited to, signage, uniforms, branding, customer correspondence, and marketing.

While conducting any operations pertaining to the scope of services defined herein, the Proposer's staff and employees shall identify themselves as HPA contractors and not use the Proposers, or any other entity's company or brand name.

5.31 Proposer Misrepresentation or Default

HPA will reject the proposal of any Proposer and void any award resulting from this RFR to a Proposer who materially misrepresents any product and/or service or defaults on any contract to the State of Connecticut or the City of Hartford.

5.32 Offer of Gratuities

Any contract or award arising from this RFR may be terminated by HPA if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Proposer, the Proposer's agent(s), representative(s) or employee(s).

5.33 Executive Orders

This Contract is subject to the provisions of:

- a) Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices;
- b) Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and,
- c) Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

5.34 Proposer Changes

The Proposer shall notify HPA, in writing, of any change in its certificate of incorporation, a change in more than a controlling interest in the ownership of the Proposer or a change in the individual(s) in charge of the performance to be completed under the Contract no later than ten (10) days from the effective date of the change. This change shall not relieve the Proposer of any responsibility for the accuracy and completeness of the performance. HPA, after receiving written notice by the Proposer of any such change, may require such agreements, releases and other instruments evidencing, to HPA's satisfaction, that any individuals retiring or otherwise separating from the Proposer have been compensated in full or that provision has been made for compensation in full, for all work performed under the terms of the Contract. The Proposer shall deliver such documents to HPA in accordance with the terms of HPA's written request. HPA may also require, and the Proposer shall deliver, a financial statement showing that solvency of the Proposer is maintained. The death of any Proposer partner or Subcontractor as applicable, shall not release the Proposer from the obligation to perform under the Contract; the surviving Proposer shall continue to perform under the Contract until it is fully performed.

5.35 Rights Reserved by HPA

HPA, in its sole discretion, reserves the right to:

- a) Amend or cancel this RFR at any time prior to contract award.
- b) Modify deadlines through amendments to this RFR.
- c) Establish and modify the timing and sequence of events resulting from this RFR.
- d) Refuse to accept, or return accepted proposals that do not comply with procurement requirements.
- e) Reject any proposal that is received after the deadline.
- f) Reject any proposal which is incomplete or in which there are significant inconsistencies or inaccuracies.
- g) Accept or reject any or all proposals submitted for consideration in whole or in part; waive minor defects, irregularities, informalities, technicalities or omissions.
- h) Allow no additions or changes to the original proposal after the due date specified herein.
- i) Require Proposers, at their own expense, to submit written clarification of proposals in a prescribed manner or format.
- j) Contract for all or any portion of the scope of work or tasks within this RFR.
- k) Discuss with selected Proposer(s) any terms and conditions in the proposals including (but not limited to) financial terms.

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6. GLOSSARY OF DEFINED TERMS

“C.G.S.”	The Connecticut General Statutes, as amended from time to time.
“City”	The City of Hartford.
“Competitive Negotiation”	As defined in §2-549 of the Hartford Code.
“Proposer”	The Person named in the proposal in response to this RFR.
“Proposer Parties”	Any parent organization, subsidiaries, affiliates, other related entities, directors, officers, stockholders or shareholders who own more than 5% of the Proposer.
“Selection Committee”	The Committee, established by the HPA, in order to evaluate and score the Proposals.
“FOI or FOIA”	The Freedom of Information Act, as amended, together with all regulations promulgated thereunder, from time to time (§§1-200 et seq. of the C.G.S.).
“Hartford Code”	The Municipal Code of the City of Hartford, as may be amended from time to time. The ordinances or local laws of the City are applicable to the services and shall remain applicable, as may be amended for the duration of the RFR and the term (s) of the subsequent Contract.
“PDF”	Portable Document Format.
“Proposal”	The written offer submitted by a Proposer in response to this RFR, including any and all supporting documents, plans and other materials.
“State”	The State of Connecticut.
“Subcontractor”	Any Person (other than the Proposer) hired to do any of the work or provide any of the services described in this RFR.

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7. ENCLOSURES

7.1 Enclosure 1 – Response Information Form

RESPONSE INFORMATION FORM

Vendor Name -					
Trade Name -					
Address -					
Phone # -		Fax # -	Email Address -		
Contact Person -			Tax ID# -		
Delivery / Service Start Date:			# Calendar days after receipt of executed contract:		
Bid Surety - 10%	For electronic bonds enter bond number, otherwise check the appropriate box		Electronic Bond #	<input type="checkbox"/> Bond (hard copy)	<input type="checkbox"/> Cashiers / Certified Check
Cost of Performance Bond included in base bid (if applicable)			\$	Per thousand	
EEO Certification Status (check one) See General Information for Preparing a Response paragraph 3.6.3			<input type="checkbox"/> Current & on file	<input type="checkbox"/> EEO form attached	
DAS Prequalified Contractor? (non highway construction projects >\$500,000) http://das.ct.gov/cr1.aspx?page=10			<input type="checkbox"/> Certificate attached	<input type="checkbox"/> Update Statement attached	
Insurance Agent Name			Phone #		
Insurance Agent Address					

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7.2 Enclosure 6 – 55 South Chapel St. Garage Aerial



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7.3 Enclosure 7 – 500 Main St. Hartford Public Library Garage Aerial



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