

LEGAL NOTICE

Request for Proposal for Services

Global Spectrum, L.P. (“Global Spectrum”) d/b/a OVG360 is seeking statements of Proposal from firms interested in providing **Parking Facilities Management Services** for Pratt & Whitney Stadium at Rentschler Field.

The Stadium is an approximately 40,000 seat open-air facility located in East Hartford, Connecticut designed to meet NCAA Division 1-A requirements for football, while accommodating other turf events such as soccer, rugby, and lacrosse. The Stadium serves as the home of the University of Connecticut Husky football program, and hosts other athletic, cultural, entertainment and civic events throughout the year. The Stadium is located on a 157 acre parcel. Additional information on the Stadium can be found at www.rentschlerfield.com.

1. The Request for Proposal is available online at www.rentschlerfield.com, the State’s Contracting Portal <https://portal.ct.gov/DAS/CTSource/BidBoard> or from Derek Miles, Global Spectrum, L.P., Pratt & Whitney Stadium at Rentschler Field, and 615 Silver Lane, East Hartford, Connecticut 06118. Telephone (860) 610 - 4885. Email Derek.Miles@oakviewgroup.com

The deadline for submission of Proposal is 3:00 p.m. on Wednesday, May 8th, 2024.

REQUEST FOR PROPOSAL
FOR
PARKING MANGEMENT SERVICES
PRATT & WHITNEY STADIUM AT RENTSCHLER FIELD
EAST HARTFORD, CONNECTICUT

Key Dates:

April 1, 2024 – RFP released to public

April 24, 2024 - Questions / Requests for Clarification Due

May 1, 2024 – Responses to Questions / Requests for Clarification
Posted

May 8, 2024 – RFP Submissions Due

A Public Solicitation Made by Global Spectrum, L.P.

REQUEST FOR PROPOSAL (RFP)
BY
Global Spectrum, L.P. (“Global Spectrum”) d/b/a OVG360
PRATT & WHITNEY STADIUM AT RENTSCHLER FIELD

OBJECTIVE

Global Spectrum, L.P. is seeking statements of Proposal from firms interested in providing Parking Management services for Pratt & Whitney Stadium at Rentschler Field in East Hartford, Connecticut.

Such services shall include the exclusive contract to plan, manage, staff, and operate designated parking areas at Pratt & Whitney Stadium.

Eligible respondents will be those entities that have a demonstrated track record in planning, managing, staffing, and operating Stadium Parking Facilities in a facility of comparable size.

Statements of Proposal in response to this RFP must be submitted to Global Spectrum, L.P. by **3:00 PM Wednesday, May 8, 2024**. A Pre-Qualification Committee will review such statements and recommend one or more firms with whom Global Spectrum, L.P. will enter into competitive negotiation.

Following negotiation, one firm will be selected to provide Parking Management services under contract with Global Spectrum, L.P. This contract will commence on **July 1, 2024** for a period of three (3) years. Global Spectrum, L.P. retains the option to extend the term for up to two (2) additional years. Notice of the exercise of such two-year extension option will be given by Global Spectrum, L.P. to the Contractor no later than ninety (90) days prior to the previously scheduled expiration of the term.

Please note that Global Spectrum, L.P. retains the right to choose more than one respondent to enter into a process of competitive negotiation. Global Spectrum, L.P. further reserves the right to reject any and all submissions from any or all respondents and to republish and/or cancel the RFP.

BACKGROUND

Pratt & Whitney Stadium at Rentschler Field is an open-air facility occupying 8.5 acres of a State of Connecticut owned 157 acre parcel in East Hartford, Connecticut. The total Stadium capacity is 40,642, consisting of 38,110 permanent seats with an additional 2,532 standing room capacity in the scoreboard plaza.

The stadium bowl overlooks a natural grass playing surface. The seating consists of a lower deck surrounding the field and an upper deck north, south, and east. There is an extensive concourse between the upper and lower seating areas and is surrounded by nine buildings containing concession and rest room facilities. All seating is accessed by entering the concourse from four main gates.

Located on the south side of the stadium is a five story structure with levels for club seating, 38 suites, press, and radio and television broadcasts.

Additional facilities are located on the east end of the stadium for locker, training, and equipment rooms. The southeast end of the stadium is the location for operations and back of house functions.

SCOPE OF SERVICES

1. The Stadium is owned by the State of Connecticut and responsibility for operation of the facility is vested in the quasi-public Capital Region Development Authority (“CRDA”). CRDA has engaged Global Spectrum, L.P. as the management firm to manage the Stadium on their behalf. The Parking Facilities Manager is expected to contract directly with, and will respond and report to, Global Spectrum, L.P. CRDA has authorized Global Spectrum, L.P. to exercise any and all of OPM’s rights and responsibilities with respect to the operation of Pratt & Whitney Stadium at Rentschler Field and the agreement(s) contemplated by this RFP.
2. The contract resulting from this RFP will cover the staffing, administration, management, maintenance, and operation of Parking Facilities in designated areas at Pratt & Whitney Stadium at Rentschler Field.
3. The selected Parking Facilities Manager shall draft rules, regulations, and conditions with respect to Parking Facilities staffing, administration, management, maintenance, and operations for Global Spectrum, L.P. approval and the entity shall provide services in accordance with such rules and regulations. Global Spectrum, L.P. through its General Manager may reasonably modify such rules and regulations at any time in its sole discretion.
4. The Parking Facilities Manager shall provide all necessary working capital, inventory, personnel, and additional equipment to manage the services. All Parking Facilities employees will be employees of the Parking Facilities Manager and not CRDA or Global Spectrum, L.P.. The Parking Facilities Manager shall clean and maintain all equipment used in the performance of their duties in a first class manner.
5. Global Spectrum, L.P. will have the final approval on all suppliers and prices and at no time will the Parking Facilities Manager offer an exclusive to any supplier without Global Spectrum, L.P.’s prior consent. Global Spectrum, L.P. will decide any and all matters which may arise as to the acceptability of services rendered, levels of staffing, manner and level of performance, questions which arise as to the interpretation of the conditions and specifications, and all questions as to acceptable fulfillment of the agreement. Global Spectrum, L.P. reserves the final right of approval of Parking Facilities

Manager's sources of product supply so long as they are competitive in terms of quality and price with the marketplace. The Parking Facilities Manager shall not retain any advertising rights at Pratt & Whitney Stadium at Rentschler Field.

6. The Parking Manager shall appoint a General Manager with approval from Global Spectrum, L.P. for the term of the agreement. An office will be provided for Parking Services Management at Pratt & Whitney Stadium at Rentschler Field for event operations. In addition, the Parking Facilities manager shall appoint an operations manager and parking managers with approval from Global Spectrum, L.P. for the term of the agreement.
7. Parking Facilities Manager's employees, agents, and sub contractors shall be properly attired, trained, courteous, and efficient in the performance of their duties. All workers are to be properly credentialed and assigned to designated areas. All workers are required to wear authorized Golf Shirts and/or Jackets provided by the Parking Facilities Manager.
8. The Parking Facilities Manager will provide Global Spectrum, L.P. with a written summary of each event within twenty-four (24) hours of that event. The summary will indicate sales by location, total parking numbers by lot, and cash overages and shortages. The Parking Facilities Manager shall collect all parking fees, including sales tax on behalf of Stadium Manager. The Parking Facilities Manager will deposit on behalf of Global Spectrum, L.P. all receipts into a commercial bank account designated by Global Spectrum, L.P.
9. Within two days of each event, the Parking Facilities Manager shall provide Global Spectrum, L.P. with final invoices for all parking services and expenses.
10. CRDA and Global Spectrum, L.P. shall properly maintain and repair equipment provided at Pratt & Whitney Stadium at Rentschler Field resulting from normal use. Any damage caused by the negligence or abuse of the Parking Facilities Manager and its employees shall be the responsibility of the Parking Facilities Manager.
11. The Parking Facilities Manager shall provide Global Spectrum, L.P. no later than sixty (60) days prior the start of each season in writing and drawing, projected organization structure for the ensuing year. These projections will reflect different attendance levels at the Stadium. These projections will be updated during the year.
12. The Parking Facilities Manager shall be required to provide or modify operations upon the request of the event licensee at the Pratt & Whitney Stadium at Rentschler Field, if it has been approved by Global Spectrum, L.P. as being in the best interest of the Pratt &

Whitney Stadium at Rentschler Field or is necessary to comply with the terms of agreement between Global Spectrum, L.P. and said licenses.

13. An audit of the financial statements by an independent accounting firm approved by Global Spectrum, L.P. must be submitted no later than ninety (90) days after the end of each agreement year. The Parking Facilities Manager shall pay promptly any deficiencies revealed by the audit and shall also pay for the cost of the audit.

SUBMISSION DEADLINE

The due date for submissions is 3:00 p.m. on Wednesday, May 8th, 2024. Submissions must be received in the required packaging and labeling at Rentschler Field 615 Silver Lane, East Hartford, CT 06118 (ATTN: Derek Miles) not later than the deadline. Late submissions will not be accepted. Global Spectrum, L.P. shall not be responsible for misdirected or lost submissions.

No additions or changes to the original submission will be allowed after submittal. Global Spectrum, L.P. reserves the right, at its sole and absolute discretion, to request clarification or amplification of any information submitted under RFP process. Global Spectrum, L.P., at its sole and absolute discretion, may allow respondents the opportunity to submit any missing information. Any costs or expenses associated with such requests shall be the sole responsibility of the respondent.

RFP PROCEDURES

- A. **Official Global Spectrum, L.P. Contact.** Global Spectrum, L.P. contact person for the purposes of this RFP is:

Derek Miles
Pratt & Whitney Stadium
615 Silver Lane
East Hartford, Connecticut 06118
Telephone: (860) 610-4885
Email: Derek.Miles@oakviewgroup.com

All communications with Global Spectrum, L.P. regarding this RFP must be directed to the Global Spectrum, L.P. Contact.

- B. **Respondent's Authorized Representative.** Respondents must designate an authorized representative and provide his/her name, title, address, telephone and fax numbers, email address and normal working hours. This information must be submitted to the Global Spectrum, L.P. Contact with the RFP submission.
- C. **Communications Notice.** All communications with CRDA and Global Spectrum, L.P. or any person representing CRDA and Global Spectrum, L.P. concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition

by respondents or their representatives may result in disqualification or other sanctions, or both.

- D. Inquiry Procedures.** All questions regarding this RFP and submission requirements must be directed, in writing, to the Global Spectrum, L.P. Contact by **3:00 p.m. on Wednesday, April 24, 2024**. Respondents are required to limit their contact regarding this RFP to the person named herein. On **Wednesday, May 1, 2024**, written responses to all questions received will be posted to the Rentschler Field website at www.Rentschlerfield.Com and on the State's Contracting Portal (<https://portal.ct.gov/DAS/CTSource/BidBoard>). Any amendments to this RFP will also be posted on the Rentschler Field website and respondents are advised to periodically check the site.
- E. Packaging and Labeling Requirements.** All submissions must be delivered in sealed envelopes or packages. All submissions must be addressed to the Official Global Spectrum, L.P. Contact. The name and address of the respondent must appear in the upper left hand corner of the envelope or package. An original (clearly identified as such) and five (5) copies of the submission must be delivered. The submission must be signed by the respondent. Unsigned submissions will be rejected. Submissions can also be made to Official Global Spectrum L.P. contact person electronically via email in lieu of sealed copies and USB drives. Official Global Spectrum L.P. contact person email: Derek.Miles@oakviewgroup.com
- F. Submissions Due.** An original and five (5) copies and five (5) USB drives **OR** electronic copies sent to Official Global Spectrum L.P. contact must be received no later than 3:00 p.m. on **Wednesday, May 8, 2024**.
- G. Minimum Submission Requirements.** At a minimum, submissions must (1) be submitted before the deadline, (2) satisfy the packaging and labeling requirements, (3) follow the required format, (4) be complete, (5) include all required forms, and (6) be duly executed. Submissions that fail to meet these minimum submission requirements may be disqualified and not reviewed further.
- H. Pre-Qualification Committee.** A Pre-Qualification Committee will evaluate qualified submissions offered in response to this RFP and recommend one or more finalists for competitive negotiation. The Pre-Qualification Committee shall evaluate all submissions that meet Minimum Submission Requirements.
- I. Competitive Negotiation and Selection.** It is the State's intention to notify finalists on **Monday, May 13, 2024** and to initiate competitive negotiation with such firm(s) beginning on **Tuesday May 28, 2024**. Following competitive negotiation, one firm will be selected to provide Parking Management services under the terms of a Qualified Management Contract.

J. Timeline. The following timeline, up to and including the deadline for offering submissions, shall be changed only by amendment to this RFP. Dates after the submittal deadline are target dates only. Respondents should periodically check the Rentschler Field website ([HTTP://www.rentschlerfield.com](http://www.rentschlerfield.com)) for any changes to this schedule or DAS portal: <https://portal.ct.gov/DAS/CTSource/BidBoard>

April 1, 2024 – RFP released to public

April 24, 2024 - Questions / Requests for Clarification Due

May 1, 2024 – Responses to Questions / Requests for Clarification Posted

May 8, 2024 – RFP Submissions Due

May 13, 2024 - Notification of Finalists

May 28, 2024 - Start of Competitive Negotiation

Global Spectrum, L.P. recognizes that this is an aggressive schedule; however, time is of the essence in order to meet Stadium operational obligations.

RFP CONDITIONS

All respondents must be willing to adhere to the following conditions and must positively state this in the submission.

- A. Global Spectrum, L.P. is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. Global Spectrum, L.P. is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
- B. All submissions in response to this RFP are to be the sole property of Global Spectrum, L.P.. Respondents are encouraged **NOT** to include in their submissions any information that is proprietary. Confidential information must be separated and isolated from other material in the submission and labeled **CONFIDENTIAL** and enclosed in a separate envelope.

If the respondent indicates that certain documentation, as required by this RFP, is submitted in confidence, by specifically and clearly marking said documentation as **CONFIDENTIAL**, Global Spectrum, L.P. will endeavor to keep said information confidential to the extent permitted by law. Global Spectrum, L.P., however, has no

obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. As set forth below, the respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall Global Spectrum, L.P. or any of its staff have any liability for disclosure of documents or information in the possession of Global Spectrum, L.P. which Global Spectrum, L.P. or such staff believes to be required pursuant to the FOIA or other requirements of law.

IMPORTANT NOTE: If the information is not readily available to the public from other sources and the respondent submitting the information requests confidentiality, then the information generally is considered to be "given in confidence." A convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210(b) of the Connecticut General Statutes shall be prepared by the respondent and shall accompany the submission. The rationales and explanation shall be simply stated in terms of the prospective harm to the competitive position of the respondent that would result if the identified information were to be released, and you shall state the reasons why you believe the materials are legally exempt from release pursuant to Section 1-210(b) of the Connecticut General Statutes.

- C. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of Global Spectrum, L.P..
- D. Timing and sequence of events resulting from this RFP will ultimately be determined by Global Spectrum, L.P.
- E. The respondent's submission shall remain valid for a period of 180 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- F. All proposed costs must be fixed through the period of the agreement. No cost submissions that are contingent on a Global Spectrum, L.P. action will be accepted.
- G. Global Spectrum, L.P. may amend or cancel this RFP or modify the schedule, prior to the due date and time, if Global Spectrum, L.P. deems it to be necessary, appropriate or otherwise in the best interests of Global Spectrum, L.P.. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's submission not being considered.
- H. Global Spectrum, L.P. retains the right to choose more than one respondent to enter into a process of competitive negotiation. It further reserves the right to reject any and all submissions from any or all respondents and to republish the RFP.
- I. Any costs and expenses incurred by respondents in preparing or submitting submissions are the sole responsibility of the respondent.
- J. A respondent must be prepared to present evidence of experience, ability, services, facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the submission.

- K. No additions or changes to the original submission will be allowed after submission. While changes are not permitted, clarification of submissions may be required by Global Spectrum, L.P. at the respondent's sole cost and expense.
- L. Respondents may be asked to give demonstrations, interviews, presentations or further explanation to the RFP Selection Committee.
- M. The respondent represents and warrants that the submission is not made in connection with any other respondent and is in all respects fair and without collusion or fraud. The respondent further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of Global Spectrum, L.P. participated directly in the respondent's submission preparation.
- N. All responses to the RFP must conform to this instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- O. This RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of Global Spectrum, L.P. or confer any rights on any respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the respondent and Global Spectrum, L.P. and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. Global Spectrum, L.P. shall assume no liability for payment of services under the terms of the contract until the successful respondent is notified that the contract has been accepted and approved by Global Spectrum, L.P.. The contract may be amended only by means of a written instrument signed by Global Spectrum, L.P. and the respondent.

REQUIRED FORMAT FOR SUBMISSIONS

All submissions must follow the required format and address all requirements listed in the prescribed order using the prescribed numbering system. Failure to follow the required format may result in disqualification of a submission.

Section 1 – Table of Contents

Respondents must include a Table of Contents that lists sections and subsections with page numbers that follow the organization and sequence for this submission as required.

Section 2 – Respondent Information

Please complete the following forms and include any other requested documentation that may pertain to your legal status.

- a. Taxpayer Identification Number and Certification Form (W-9)

Section 3 – Organizational Profile

- a. Proposal. Describe how your experience or special knowledge, skills or abilities meet the Rentschler Field's parking needs as outlined in this RFP.
- b. Summary of Relevant Experience. Provide a listing of comparable facilities for which the respondent currently provides parking management services or has provided parking management services within the last five years. Additionally, provide detailed information on the type of facility, annual attendance, and scope of services provided.
- c. Organization Chart. If the respondent is a firm or corporation, provide a diagram showing the hierarchical structure of functions and positions within the organization.
- d. Financial Condition. If the respondent is a firm or corporation, include the two (2) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If the submission has been in business for less than two (2) years, such respondent must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.

Financial statements are only required if the respondent is required to file such statements with the Connecticut Secretary of State. If a respondent is not required to file a financial statement with the Secretary of State, they state that in their submittal, otherwise an audited statement will be expected.

- e. References. Include the names of three (3) references that have contracted with the respondent for Stadium Parking Management Services. Provide the following information for each reference: name, title, name of organization, address and telephone number, as well as a brief description of the services provided if they are not included in the Summary of Relevant Experience.

Section 4 – Fee Proposal

Proposals must be submitted using Proposal Schedule No. 1.

Section 5 – Additional Data

Provide any additional information which the respondent wishes to bring to the attention of the Global Spectrum, L.P. that is relevant to this RFP.

EVALUATION OF SUBMISSIONS

A Pre-Qualification Committee will evaluate submissions offered in response to this RFP and recommend finalists for consideration. The Pre-Qualification Committee shall evaluate all submissions that meet the Minimum Submission Requirements.

The following criteria shall be those utilized in the selection process. They are presented as a guide for the respondent in understanding Global Spectrum, L.P.'s requirements and expectations for this project and are not necessarily presented in order of importance.

1. EXPERIENCE, EXPERTISE, AND CAPABILITIES. Background, Proposal, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed.
2. REFERENCES

COMPETITIVE NEGOTIATION

Firms recommended by the Pre-Qualification Committee for competitive negotiation are expected to meet with representatives of Global Spectrum, L.P. and CRDA beginning on **May 20, 2024**. Firms should be prepared to discuss the following:

- (a) Proposed plans for Pratt & Whitney Stadium at Rentschler Field
- (b) Operational approach
- (c) Short-term goals
- (d) Long-Term vision
- (e) New technology that can be implemented to improve parking operations
- (f) Value-added services to supplement required scope of services
- (g) Contractual considerations, and
- (h) Financial requirements

RIGHTS RESERVED TO GLOBAL SPECTRUM, L.P.

Global Spectrum, L.P. reserves the right to award in part, to reject any and all submittals in whole or in part for misrepresentation or if the respondent is in default of any prior State of Connecticut contract, or if the bid or submission limits or modifies any of the terms and conditions and/or specifications of the RFP. Global Spectrum, L.P. also reserves the right to

waive technical defect, irregularities and omissions if, in its judgment the best interests of Global Spectrum, L.P. and the State of Connecticut would be served.

Global Spectrum, L.P. reserves the right to correct inaccurate awards resulting from clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a respondent and subsequently awarding the contract to another respondent. Such action on the part of Global Spectrum, L.P. shall not constitute a breach of contract on the part of Global Spectrum, L.P. since the contract with the initial respondent is deemed to be void ab initio and of no effect as if no contract ever existed between Global Spectrum, L.P. and the respondent.

Attachment A

**STATE OF CONNECTICUT
PRATT & WHITNEY STADIUM AT RENTSCHLER FIELD
VENDOR AGREEMENT STANDARD TERMS AND CONDITIONS**

Section 1. **Scope.**

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

Section 2. **Facilities Management Agreement.**

This Agreement is subject to the Facilities Management Agreement between Global Spectrum, L.P. LLC ("Manager") and the Capital Region Development Authority ("CRDA"), dated as of April 26, 2013 ("Management Agreement").

Section 3. **Quality Surveillance and Examination of Records.**

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

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

The Subcontractor 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 Manager and shall make them available for inspection and audit by CRDA.

Section 4. **Nondiscrimination Covenants.**

The Subcontractor agrees and warrants that in the performance of the subcontract such Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor that such disability prevents performance of the work involved. (b) the Subcontractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities (“Commission”); (c) the Subcontractor agrees to provide each labor union or representative of workers with which the Subcontractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subcontractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker’s representative of the Subcontractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the Subcontractor 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, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; and (e) the Subcontractor 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 Subcontractor as they relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

Section 5. **Freedom of Information Requirements.**

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

Section 6. **Confidentiality.**

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

Section 7. **Publicity.**

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

Section 8. **Severability.**

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

Section 9. **Precedence.**

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

PROPOSAL SCHEDULE NO. 1

1. PROPOSAL FOR PARKING STAFF SERVICES (Year 1)

PROPOSED TOTAL MAXIMUM HOURLY CHARGE FOR PARKING STAFF

\$ _____

1. PROPOSAL FOR PARKING STAFF SERVICES (Year 2)

PROPOSED TOTAL MAXIMUM HOURLY CHARGE FOR PARKING STAFF

\$ _____

1. PROPOSAL FOR PARKING STAFF SERVICES (Year 3)

PROPOSED TOTAL MAXIMUM HOURLY CHARGE FOR PARKING STAFF

\$ _____

1. PROPOSAL FOR PARKING STAFF SERVICES (Year 4)

PROPOSED TOTAL MAXIMUM HOURLY CHARGE FOR PARKING STAFF

\$ _____

1. PROPOSAL FOR PARKING STAFF SERVICES (Year 5)

PROPOSED TOTAL MAXIMUM HOURLY CHARGE FOR PARKING STAFF

\$ _____

2. PROPOSAL FOR PARKING SUPERVISOR SERVICES (Year 1)

PROPOSED TOTAL MAXIMUM HOURLY CHARGE FOR PARKING SUPERVISOR

\$ _____

2. PROPOSAL FOR PARKING SUPERVISOR SERVICES (Year 2)

PROPOSED TOTAL MAXIMUM HOURLY CHARGE FOR PARKING SUPERVISOR

\$ _____

2. PROPOSAL FOR PARKING SUPERVISOR SERVICES (Year 3)

PROPOSED TOTAL MAXIMUM HOURLY CHARGE FOR PARKING SUPERVISOR

\$ _____

2. PROPOSAL FOR PARKING SUPERVISOR SERVICES (Year 4)

PROPOSED TOTAL MAXIMUM HOURLY CHARGE FOR PARKING SUPERVISOR

\$ _____

2. PROPOSAL FOR PARKING SUPERVISOR SERVICES (Year 5)

PROPOSED TOTAL MAXIMUM HOURLY CHARGE FOR PARKING SUPERVISOR

\$ _____