



## **PROPOSAL DOCUMENTS**

**BIKE SHARE SYSTEM – DEVELOPMENT AND IMPLEMENTATION  
NEW HAVEN PARKING AUTHORITY  
NEW HAVEN, CT  
NHPA PROJECT #23-065**

**AUGUST 2023**

# Invitation for Proposals

## **INVITATION FOR PROPOSALS**

### **BIKE SHARE SYSTEM – DEVELOPMENT AND IMPLEMENTATION NEW HAVEN PARKING AUTHORITY NEW HAVEN, CT NHPA PROJECT #23-065**

The New Haven Parking Authority, also doing business as Park New Haven, is requesting proposals to develop and implement a Bike Share System in New Haven, CT. If interested, your Proposal must be received by James Staniewicz, P.E., Chief Engineer, New Haven Parking Authority, via email ([jstaniewicz@nhparking.com](mailto:jstaniewicz@nhparking.com)) by 3:00 p.m. EDT on August 29, 2023, with a copy to Clifford A. Merin, Esq. of Cohen and Wolf, P.C., as Deputy General Counsel to NHPA, via email ([cmerin@cohenandwolf.com](mailto:cmerin@cohenandwolf.com)). Proposals received after the deadline for submission will not be considered.

Proposal Documents will be available beginning August 8, 2023 at no cost by downloading from the New Haven Parking Authority/Park New Haven website at <https://parknewhaven.com/request-for-bids/> or visit the Main Office at 232 George Street, New Haven, CT to obtain a copy.

The New Haven Parking Authority reserves the right to reject any or all proposals, to waive any informalities in the proposals, and/or to further negotiate with proposers.

The New Haven Parking Authority is an Equal Opportunity/Affirmative Action Employer.

NEW HAVEN PARKING AUTHORITY

Douglas Hausladen  
Executive Director

# Instructions to Proposers



## **INSTRUCTIONS TO PROPOSERS**

### **BIKE SHARE SYSTEM – DEVELOPMENT AND IMPLEMENTATION NEW HAVEN PARKING AUTHORITY NEW HAVEN, CT NHPA PROJECT #23-065**

The New Haven Parking Authority (“NHPA”), also doing business as Park New Haven, is requesting proposals to develop and implement a Bike Share System in New Haven, CT. The draft terms and conditions are set forth in the *Draft Form of Agreement*, attached hereto.

#### **1. USE OF SEPARATE PROPOSAL FORMS**

These Documents (the “Proposal Documents”) include a complete set of proposal forms which are for the convenience of proposers and are not to be detached from the Proposal Documents, filled out, or executed. Separate copies of the Proposal Forms are furnished for that purpose.

#### **2. INTERPRETATIONS AND ADDENDA**

No oral interpretation will be made to any Proposer as to the meaning of the Proposal Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Chief Engineer, New Haven Parking Authority, via e-mail [jstaniewicz@nhparking.com](mailto:jstaniewicz@nhparking.com) with a copy to [dhausladen@newhavenct.gov](mailto:dhausladen@newhavenct.gov), and [cmerin@cohenandwolf.com](mailto:cmerin@cohenandwolf.com). In order to be given consideration, any inquiry must be by Noon EDT on August 21, 2023. Every interpretation made to a Proposer will be in the form of an Addendum to the Proposal Documents and, when issued, will be available at least 24 hours before Proposals are opened. It shall be the Proposer’s responsibility to make inquiry as to, and to obtain, the Addenda issued, if any. All such Addenda shall become part of the Proposal Documents and each Proposer shall be bound by such Addenda. The Addenda shall be made available the New Haven Parking Authority/Park New Haven website at <https://parknewhaven.com/request-for-bids/> or visit the Main Office at 232 George Street, New Haven, CT to obtain a copy.

#### **3. EXISTING CONDITIONS**

Each Proposer shall become fully acquainted with the existing conditions relating to the proposed services, and shall become fully informed as to the facilities involved and the difficulties and restrictions attending the performance of the proposed services. The Proposer shall in no way be relieved of any need to visit the facilities involved and be acquainted with the conditions there existing and the difficulties and restrictions attending the performance of the proposed services, and the New Haven Parking Authority will reject any claim based on facts regarding which the Proposer should have been on notice.

A NHPA Facility map and a map of the former bike share system locations are enclosed.

Also refer to these links of Bicycle Plans in New Haven:

<http://saferoutesforall.com/>

[https://www.dropbox.com/s/cue9qyhpvu05964/SRFA%20Citywide%20Plan\\_Final%20Draft.pdf?dl=0](https://www.dropbox.com/s/cue9qyhpvu05964/SRFA%20Citywide%20Plan_Final%20Draft.pdf?dl=0)

All personnel visiting the facilities shall announce their presence to the NHPA Facility Manager on-duty or the Security Officer on-duty at each facility. It is advisable to send the Chief Engineer an email in advance to [jstaniewicz@nhparking.com](mailto:jstaniewicz@nhparking.com) with the anticipated dates and times of the visit.

*Special Instructions for visiting the bicycle storage facility at Crown Street Garage:* Contact Fortunata Houde, Executive Assistant at [fhoude@nhparking.com](mailto:fhoude@nhparking.com), telephone 203-946-8930 to make arrangements at least two days ahead of time.

*Special instructions for Union Station Building and Garage:* All personnel visiting the site at Union Station shall obtain and wear an I.D. badge issued by NHPA. The I.D. badge may be obtained in person from Kenny Washington, Facility Manager, Union Station Garage Manager's Office, 40 Union Avenue, New Haven, CT. between the hours of 8:30 AM to 3:30 PM, Mondays through Fridays. It is advisable to call him ahead of time at 203-676-0828 to make an appointment for the I.D. badges. NOTE: The train platforms and track areas are under the jurisdiction of MTA/Metro-North and are not included in the scope of work. **No personnel are allowed on the train platforms or track areas.**

*Special instructions for Air Rights Parking Garage:* All personnel visiting the site at Air Rights Parking Garage shall sign in with Dennis Baker, Facility Manager, Garage Manager's Office, 2<sup>nd</sup> Floor, 60 York Street, New Haven, CT. between the hours of 8:30 AM to 3:30 PM, Mondays through Fridays. It is advisable to call him ahead of time at 203-410-7480 to make an appointment for the visit.

#### **4. PROPOSALS**

- A. Each Proposal must be submitted on the prescribed, separately bound Proposal Form. All blank spaces must be filled in. No changes shall be made in the forms or in the items mentioned therein. Erasures and other changes in the Proposal must be explained or noted over the signature of the Proposer.
- B. Proposers shall furnish with their proposals the following:
  - 1. Proposal Form;
  - 2. Non-Collusion Affidavit of Proposer;
  - 3. Statement of Proposer's Qualifications;
  - 4. Statement of Items to be Discussed by the Proposer;
  - 5. Equal Employment Opportunity Agreement;



6. Current Work Force Certificate; and
7. Small and Minority Business Enterprise Utilization Certificate

The information required under (1) to (7), inclusive, shall be furnished on the separately bound forms included, and shall be subject to all requirements of the Proposal Documents.

- B.** The Proposer shall sign the Proposal in the blank space provided for this purpose. If The Proposal is made by a partnership or corporate entity (i.e. a corporation or limited liability company), the name and address of the entity shall be indicated, together with the names and addresses of the partners or officers. If the Proposal is made by a partnership, it must be acknowledged by one of the partners; if made by a corporate entity, by one of the officers.
- D.** All proposals must be emailed as described in the Invitation for Bids and state in the subject line **“Sealed Proposal for Bike Share System – Development and Implementation, NHPA Project #23-065”** so as to guard against opening prior to the time set therefore, and no blame shall be attached to any agent or employee of NHPA for the opening of any bid not so marked. The bids shall be emailed prior to the due date and time specified in the Invitation for Bids.
- E.** The Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Agreement may be required to submit a certification regarding Equal Employment Opportunity, similar to that submitted by the Proposer. Approval of the subcontract award may not be given by NHPA unless and until the proposed subcontractor has submitted the certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the Proposer is not required to attach such certifications by proposed subcontractors to the proposal, the proposer is herein advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

- F.** NHPA may, at its option, waive any informality or accept or reject or negotiate any and all Proposals. Any Proposal received after the time, date and place specified shall not be considered; provided, however, NHPA, in its sole discretion, reserves the right to delay the opening of the proposals.

**5. STATEMENT OF PROPOSER’S QUALIFICATIONS**

Each Proposer shall submit on the form furnished for that purpose (a copy of which is included in the Proposal Documents), and using additional sheets as required, a Statement of the Proposer’s Qualifications and, when specifically requested by NHPA, also shall submit a detailed financial statement. The Proposer shall include a detailed description of their proposed services for the BIKE SHARE SYSTEM – DEVELOPMENT AND IMPLEMENTATION. The Proposals will be evaluated in part by the nature and extent of the service to be provided and by Proposer’s qualifications and experience as outlined in

Statement of Proposer's Qualifications. NHPA shall have the right to take such steps as it deems necessary to determine the ability of the Proposer to perform his obligations under the Agreement and the Proposer shall furnish NHPA with all such information and data for this purpose as it may request. NHPA reserves the right to reject any Proposal where any investigation of the available evidence or information does not satisfy NHPA that the proposer is qualified to properly carry out the terms of the Proposal.

6. **STATEMENT OF ITEMS TO BE DISCUSSED BY THE PROPOSER**

Each proposer shall submit on the form furnished for that purpose (a copy of which is included in the Proposal Documents), and using additional sheets as required, a statement of various items to be discussed by the proposer regarding the Bike Share System services.

7. **COLLUSIVE AGREEMENTS PROHIBITED**

Each Proposer submitting a Proposal to NHPA shall execute, and attach thereto, an affidavit in the form herein provided, to the effect that the Proposer has not colluded with any person, entity, firm or, any other outside party in regard to any Proposal submitted.

8. **TAXES**

Proposals should not include federal excise or state sales and use taxes, as NHPA is exempt from payment of such taxes. NHPA is also exempt from transportation taxes when goods are consigned to NHPA. NHPA will furnish tax exemption certificates upon satisfactory proof of delivery to NHPA. Shipment should be consigned to NHPA in care of the successful proposer.

9. **EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Proposers is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their sex, sexual orientation, race, creed, color or national origin or physical handicap, or otherwise as prescribed by law.

10. **UTILIZATION OF SMALL AND MINORITY BUSINESS ENTERPRISES**

The successful Proposer will encourage and facilitate the utilization of Small and Minority Business Enterprises in the performance of the Contract. Provide documentation of your outreach to the local community and Small and Minority Business Enterprises for any subcontracting and employment opportunities. SBE/MBE utilization forms are enclosed. Information on Small and Minority Business Enterprise resources may be available from the Connecticut State Department of Administrative Services, the City of New Haven Commission on Equal Opportunities, and the City of New Haven Office of Small Contractor Development. Also, please identify if your company is a Small and/or Minority-owned Business Enterprise and provide a copy of such applicable documentation.



**11. PAYMENT OF LIVING WAGES**

The successful Proposer and their subcontractors of any tier shall pay a minimum wage which shall be no less than the amount specified as the “Living Wage” for the City of New Haven as established by Article IX, Living Wage, of the City of New Haven Code of Ordinances.

**12. HIRING OF LOCAL COMMUNITY**

The successful Proposer and their subcontractors of any tier shall actively recruit residents of the local community for any new position needed.

**13. REQUIREMENTS OF THE STATE OF CONNECTICUT**

In the event services are rendered at New Haven Union Station Campus, pursuant to the 2022 Lease, Operating, and Funding Agreement between the City of New Haven and the State of Connecticut, Department of Transportation for New Haven Union Station Campus, the Consultant shall comply with certain applicable provisions per enclosed Exhibit A. The State of Connecticut shall also be listed as additional insured on the insurance certificates.

**14. CORRECTIONS**

Erasures or other changes in the proposal must be explained or noted over the signature of the proposer.

**15. TIME FOR RECEIVING PROPOSALS**

Proposals received prior to the advertised hour of opening will be securely kept, sealed. The officer, employee, or agent whose duty it is to open them will decide when the specified time has arrived, and no Proposal received thereafter will be considered.

**16. OPENING OF PROPOSALS**

After the time and place fixed for the opening of Proposals, NHPA will cause to be opened and record the name of every Proposer whose Proposal was received within the time set for receiving Proposals, irrespective of any irregularities therein. Proposers and other persons properly interested may request a list of the names of the Proposers whose Proposals were received within the specified time.

**17. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn on written or e-mailed request dispatched by the Proposer and received by NHPA in time for the proposal opening. Request for withdrawal made via

e-mail shall be sent to [jstaniewicz@nhparking.com](mailto:jstaniewicz@nhparking.com), with a copy to [cmerin@cohenandwolf.com](mailto:cmerin@cohenandwolf.com).

**18. SELECTION OF SUCCESSFUL PROPOSER; REJECTION OF PROPOSALS**

- A. NHPA will select the successful Proposer, if at all, as soon as practicable after the date of the Proposal opening. The successful Proposer will be the one who is deemed to have the responsive Proposal which is in the best interest of NHPA based on price, qualifications, and other factors it deems in its best interest at its sole discretion. The Proposer to whom the selection is made will be notified at the earliest possible date. NHPA, however, reserves the right to reject or further negotiate any and all Proposals or to waive any informality in submitted Proposal Documents whenever such rejection or negotiation or waiver is in NHPA's interest. NHPA also reserves the right to award multiple contracts at its sole discretion.
- B. During the selection process, NHPA may invite the Proposer to make a presentation to its staff, Board of Directors or other interested parties.
- C. The Proposer agrees that the Proposer will not award a contract or subcontract for any work to any contractor or subcontractor who is, at the time of award, ineligible for such contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and local laws or regulations.

**19. EXECUTION OF AGREEMENT**

Subsequent to the award and within fifteen (15) days after the Agreement is presented for signature, or such other time as may be reasonably agreed to by NHPA, the successful Proposer shall execute and deliver to NHPA the Agreement in such number of originals as NHPA shall require. The draft terms of the Agreement attached hereto are the terms of the Agreement to be executed by the successful Proposer.

**20. NOTICE TO PROCEED**

A notice to proceed will be issued by NHPA after the execution of the contract by NHPA and deposition by the Selected Proposer of the required documents and insurance policies, for an effective date to be agreed upon by NHPA and Selected Proposer.

# Description of Services Requested



**DESCRIPTION OF SERVICES REQUESTED**  
**BIKE SHARE SYSTEM – DEVELOPMENT AND IMPLEMENTATION**  
**NEW HAVEN PARKING AUTHORITY**  
**NEW HAVEN, CT**  
**NHPA PROJECT #23-065**

The New Haven Parking Authority (“NHPA”), a special purpose municipal authority, is requesting proposals to develop and implement a Bike Share System in New Haven, CT, in accordance with this RFP. NHPA was established in 1951 and it manages and operates 7 public parking garages, 24 surface parking lots and New Haven Union Station Transportation Center. The Bike Share program will assist in the de-congestion of vehicular traffic in and around New Haven and, therefore, improve parking availability for patrons of the City.

NHPA is interested in creating a Bike Share System to serve the New Haven community with conventional bicycles and electric-powered bikes. NHPA currently has in stock approximately 250 conventional bicycles from a previously run bike-share system. NHPA is the recipient of a grant for the sharing of electric-powered two-wheel vehicles. NHPA is initially looking for a minimum of 50 e-bikes and the conversion of 100 pedal bikes in the first year. We require the ability for expansion in the future. Our goal is for 1,000 devices and 100 stations city-wide. NHPA requires the bikes to have an attached cable to lock to simple, existing U-racks. NHPA is seeking an initial term of 5 years, with several 5-year renewal terms with mutual consent. The Bike Share System will be operated and maintained by a third party, to be engaged by NHPA.

NHPA plans to engage the selected Proposer to develop and implement the Bike Share System including all necessary hardware and software systems necessary to fully integrate the required digital-based services to provide our patrons with the ability to plan, reserve, and pay for their usage. The selected Proposer will also coordinate and provide support services to a third-party operator/manager, yet to be selected.

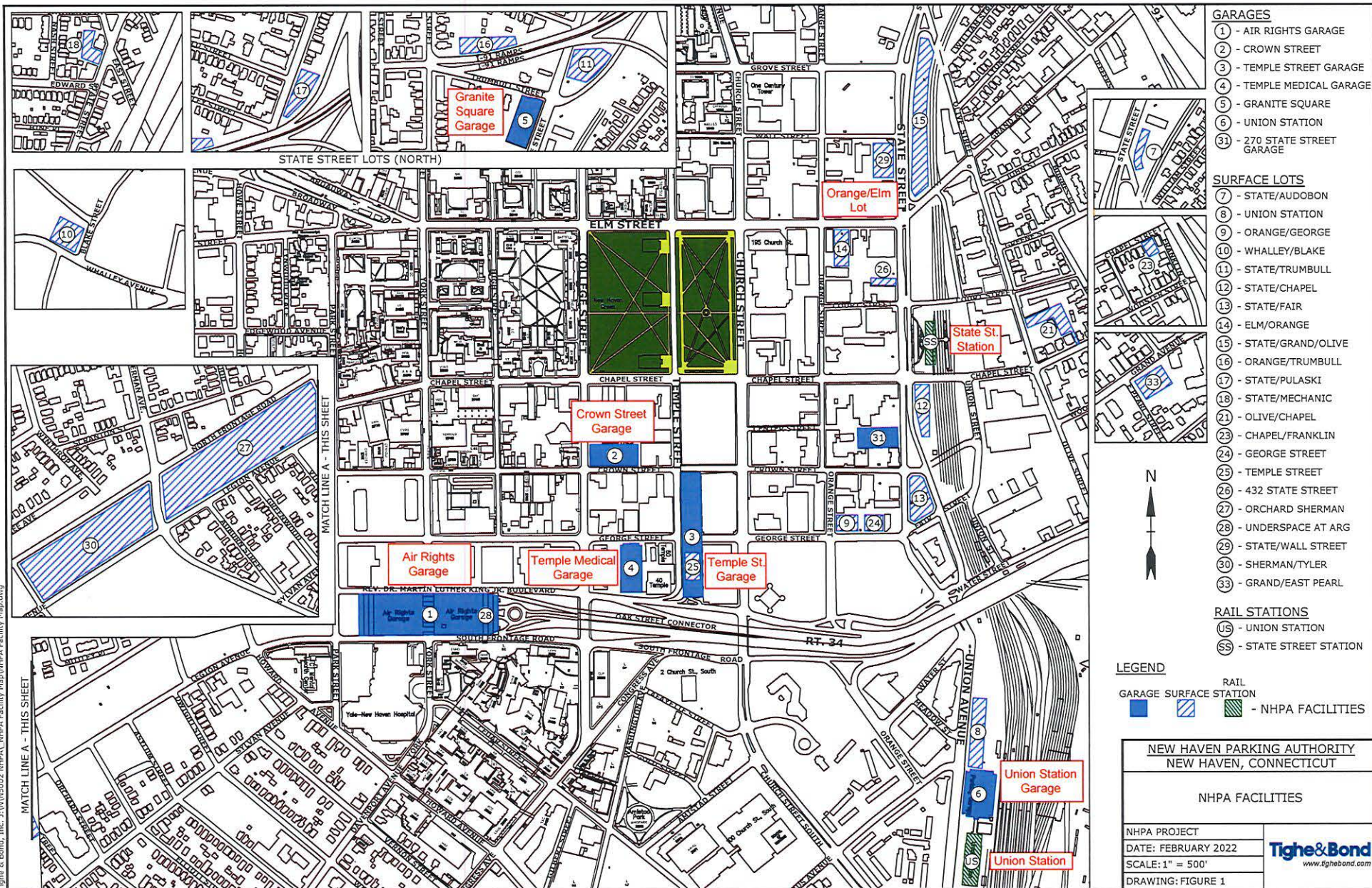
NHPA is requesting proposals from qualified entities for these service needs.

The Proposal shall address such items as:

- Description of hardware
- Description of software and technology
- Specifications for the e-bikes
- Specifications and description for conversion of existing pedal bikes
- Description of proposed bike stations and GPS tracking
- Data and reporting tools
- Customer facing apps and website
- Coordination with NHPA and third-party manager/operator
- Financial Plan
- Proposed terms and conditions

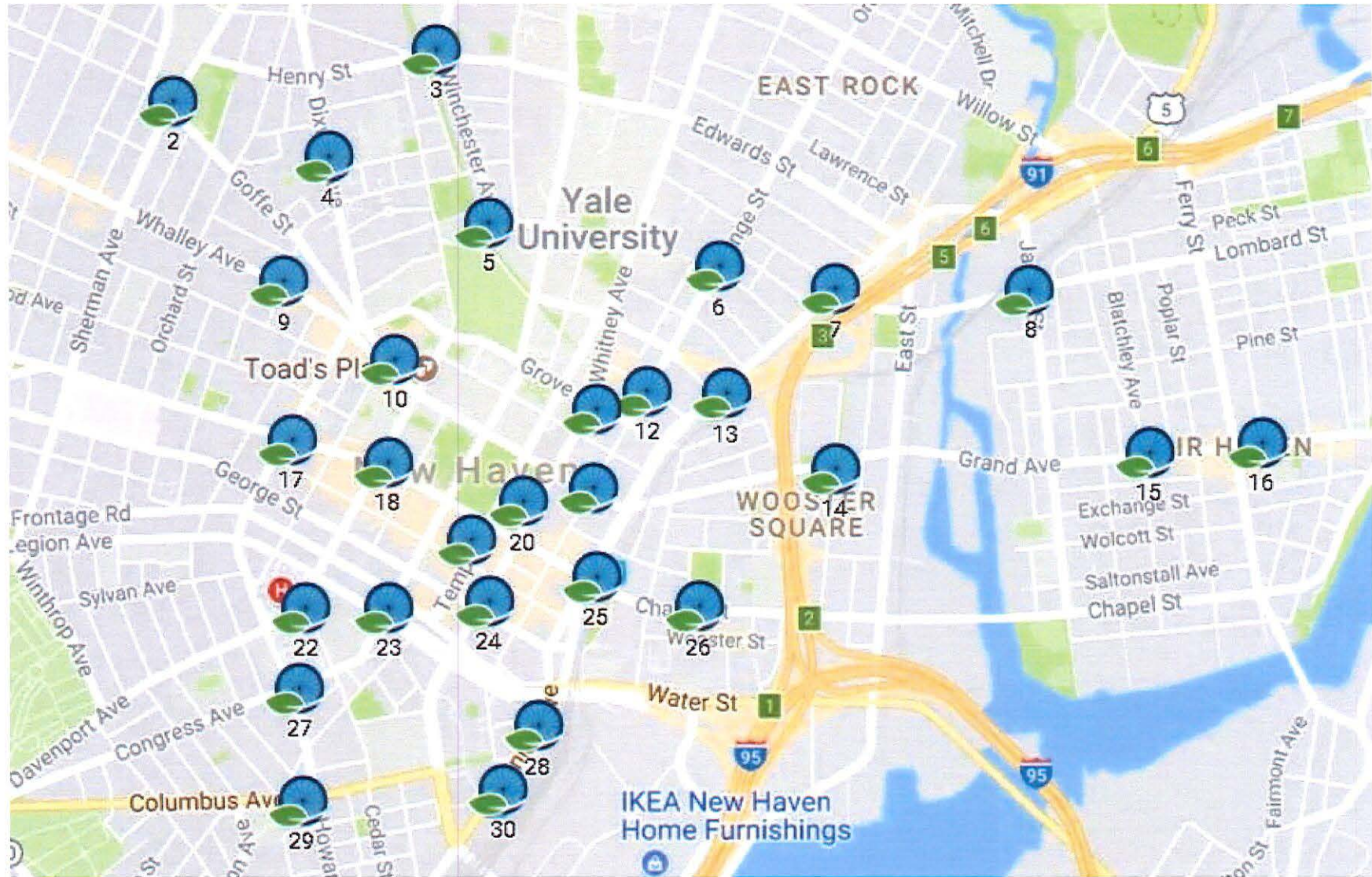
The Proposal shall also contain a statement of the Proposer’s qualifications and experience to perform the required services; the proposed price for the services required; a preliminary schedule; and at least three business references including the name, phone number, and e-mail address of the reference contact person. Please identify if the Proposer’s firm is a Small and/or Minority-owned Business Enterprise and provide a copy of applicable documentation. Provide documentation of your outreach to the local community and Small and Minority Business Enterprises for any subcontracting and employment opportunities. Also, complete and return the enclosed Non-Collusion Affidavit of Proposer form. NHPA intends to arrange a 30-minute teleconference with short-listed respondents.







BIKE SHARE SYSTEM MAP



## Proposal Forms

**PROPOSAL FORM**

**BIKE SHARE SYSTEM - DEVELOPMENT AND IMPLEMENTATION  
NEW HAVEN PARKING AUTHORITY  
NEW HAVEN, CT  
NHPA PROJECT #23-065**

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_, 2023

New Haven Parking Authority  
232 George Street  
New Haven, Connecticut 06510  
Attn.: Chief Engineer

The undersigned, having become acquainted with the New Haven Parking Authority Facilities, having become personally familiar with the local conditions affecting the proposed services, and having examined the Proposal Documents dated August 2023 on file with New Haven Parking Authority which are incorporated herein by reference, hereby proposes and submits with this Proposal Form the following:

1. Non-collusion Affidavit of Proposer.
2. Statement of Proposer's Qualifications.
3. Statement of Items to be Discussed by the Proposer.
4. Equal Employment Opportunity Agreement.
5. Current Work Force Certificate.
6. Small and Minority Business Enterprise Utilization Certificate.

The information in this Proposal is correct to the best information, knowledge and belief of the undersigned. It is submitted without collusion with any person, individual or corporation.

\_\_\_\_\_  
Proposer's Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail Address

WITNESS:

\_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me personally

came \_\_\_\_\_, to me known who did depose and say that

he is \_\_\_\_\_,

of \_\_\_\_\_,

the Corporation/Partner/Individual described in and which executed the foregoing instrument and that such instrument is duly submitted on behalf of

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**NON-COLLUSION AFFIDAVIT OF PROPOSER  
BIKE SHARE SYSTEM-DEVELOPMENT AND IMPLEMENTATION  
NHPA PROJECT # 23-065**

State of \_\_\_\_\_

ss.

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes  
and says that:

1. I am (individual, owner, member, partner, officer, director, representative, or agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
2. I am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its members, officers, partners, directors, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal prices or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the New Haven Parking Authority by any person interested in the Proposal;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its members, officers, partners, directors, owners, agents, representatives, employees, or parties in interest, including the affiant.
6. No officer or employee or person whose salary is payable in whole or in part from the New Haven Parking Authority is directly or indirectly interested in this Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_.

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Proposer's Name

**STATEMENT OF PROPOSER'S QUALIFICATIONS**

**BIKE SHARE SYSTEM – DEVELOPMENT AND IMPLEMENTATION  
NEW HAVEN PARKING AUTHORITY  
NEW HAVEN, CT  
NHPA PROJECT #23-065**

**(Note: To be submitted by the Proposer with his Proposal)**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Proposer may submit any additional information desired but complete each item on the form even if just to reference other attached sheets.

1. Name of Proposer.
2. Permanent main office address, telephone number and e-mail address.
3. Proposer's Form of Business Organization (e.g., corporation, partnership, individual), when organized, and where organized.
4. General character of services/work performed by your business.
5. How many years has the Proposer been engaged in business under its present firm or trade name?

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Proposer's Name

6. Outline the background and experience of Proposer regarding the proposed services of the Proposer. Identify the key personnel who will have primary responsibility for the performance of the required services in the various fields of expertise involved. Provide resumes noting professional and academic qualifications and experience. Attach resumes and/or additional sheets as needed.
7. Describe if any subcontracted services are proposed, and provide qualifications, experience and scope of services. Identify if any are Small Business Enterprises or Minority Business Enterprises, and provide a copy of their certification.
8. Provide the name, address and current phone number and e-mail address and/or letters of references of at least 3 references relating to the Proposer's business qualifications.
9. Describe the Proposer's ability to provide required insurance coverage (reference Section 208 of the draft form of agreement).



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Proposer's Name

10. Has the Proposer ever defaulted on a contract or breached a contract obligation? If so, state the nature of default or breach, status and explain.
11. Has the Proposer ever failed to complete any work awarded to you? If so, where and why?
12. Has the Proposer ever been disqualified, ineligible, suspended or otherwise barred by any applicable federal, state or municipal government? If so, explain and provide details.
13. Has the Proposer or any entity which has or had common ownership ever filed for bankruptcy, receivership or reorganization within the last ten years? If so, explain and provide details.
14. The Proposer may also include supplemental information of the Proposer's choice such as brochures, etc. This supplemental information is in addition to the specific items above and must be included as appendices.

\_\_\_\_\_  
Proposer's Name

The undersigned hereby represents that the above information is true and accurate to the best of his/her knowledge and further authorizes and requests any person, firm, or corporation to furnish any information requested by the New Haven Parking Authority in verification of the recitals comprising this Statement of Proposer's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Name of Proposer)

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me personally

came \_\_\_\_\_, to me known who did depose and say that

he is \_\_\_\_\_,

of \_\_\_\_\_,

the Corporation/Partner/Individual described in and which executed the foregoing instrument and that such instrument is duly submitted on behalf of

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**STATEMENT OF ITEMS TO BE DISCUSSED**  
**BY THE PROPOSER**

**BIKE SHARE SYSTEM – DEVELOPMENT AND IMPLEMENTATION**  
**NEW HAVEN PARKING AUTHORITY**  
**NEW HAVEN, CT**  
**NHPA PROJECT #23-065**

**Proposer's Name:**\_\_\_\_\_

The Proposer shall include in its proposal the following information regarding the proposed services for to develop and implement a Bike Share System in New Haven, CT. If necessary, questions may be answered on separate, attached sheets. The Proposer may submit any additional information desired.

1. Describe in detail the Proposer's approach to accomplishing the services it proposes to provide.

2. Provide details on the following:

- Description of hardware
- Description of software and technology
- Specifications for the e-bikes
- Specifications and description for conversion of existing pedal bikes
- Description of proposed bike stations and GPS tracking
- Data and reporting tools
- Customer facing apps and website
- Financial Plan
- Proposed terms and conditions

**Proposer's Name:**\_\_\_\_\_

3. Describe the Proposer's familiarity, if any, with the New Haven bike system and identify its approach to gaining an understanding of its needs.

4. Describe any relevant experience.

5. Describe the organizational structure under which the proposed services will be conducted and identify key personnel.

6. Discuss the Proposer's outreach to Small and Minority Business Enterprises (SBE and MBE). Note any SBE and/or MBE use on the separate form provided. If the Service Provider company itself is an SBE or MBE, please indicate here and provide a copy of the relevant certificate.

**Proposer's Name:**\_\_\_\_\_

7. Discuss the Proposer's outreach to the local community and experience with affirmative action programs. Elaborate on the Proposer's plans to hire persons from the local community as well as utilize minority work force.

8. Affirm that the Proposer and its subcontractors of any tier shall pay a minimum wage which shall be no less than the amount specified as the "Living Wage" for the City of New Haven as established by Article IX, Living Wage, of the City of New Haven Code of Ordinances.

9. Discuss in detail the Proposer's proposed fees for these services.

10. Provide a preliminary schedule for the development and implementation of the Bike Share System.

11. Note any exceptions to the draft form of agreement.

**Proposer's Name:** \_\_\_\_\_

12. Provide and reference any supplementary information the Proposer desires.

The undersigned hereby represents that the above information is true and accurate to the best of his/her knowledge and further authorizes and requests any person, firm, or corporation to furnish any information requested by the New Haven Parking Authority in verification of the recitals comprising this Statement of Items to be Discussed by the Proposer.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Name of Proposer)

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me personally

came \_\_\_\_\_, to me known who did depose and say that

he is \_\_\_\_\_,

of \_\_\_\_\_,

the Corporation/Partner/Individual described in and which executed the foregoing instrument and that such instrument is duly submitted on behalf of

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public



## EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this contract, the Contractor agrees:

- (a) To comply with all provisions of Executive Order 11246, Executive Order 11375, and Executive Order 12138, the Connecticut Fair Employment Practices Act, and the City of New Haven Contract Compliance Ordinance Chapter 12 ½, as all are amended from time to time, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- (b) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, gender identity or expression, sexual orientation, physical disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, gender identity or expression, sexual orientation, age, national origin, or physical disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- (c) To post notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment;
- (d) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender identity or expression, sexual orientation, age, national origin, or physical disability.
- (e) To send to each union or representative of workers with whom he/she has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the equal opportunity clause of the City of New Haven, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Connecticut Department of Labor, Office of Apprenticeship Training;
- (f) To utilize labor department and city sponsored manpower programs as a source of recruitment, and to notify the contract compliance unit and such programs of all job vacancies;
- (g) To take affirmative action to negotiate with qualified minority and women contractors for any work which may be proposed for subletting or for any additional services, supplied, or work which may be required as a result of this contract;
- (h) To cooperate with city departments in implementing required contract obligations for increasing the utilization of minority and women business enterprises;
- (i) To furnish all information and reports required by the City of New Haven contract compliance director pursuant to section 12 1/2-19 through section 12 1/2-32 of the City Ordinance and to permit access to its books, records and accounts by the contracting agency, the contract compliance officer, and the secretary of labor for purposes of investigation to ascertain compliance with the program;
- (j) To take such action, with respect to any subcontractor, as the city may direct as a means of enforcing the provisions of subparagraphs (a) through (m) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will intervene in such litigation to the extent necessary to protect the interest of the city and to effectuate the city's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one (1) or more federal assistance programs, the Contractor or the city may ask the United States to enter into such litigation to protect the interest of the United States;
- (k) To file, along with its subcontractors, if any, compliance reports with the city and NHPA in the form and to the extent prescribed in the contract by the contract compliance director of the city. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors, if any;
- (l) To include the provisions of subparagraphs (a) through (m) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- (m) That a finding, as hereinafter provided of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the penalties;
  - (1) Withholding of all future payments under the involved public contract to the Contractor in violation until it is determined that the Contractor, or subcontractor is in compliance with the provisions of the contract;
  - (2) Refusal of all future bids for any public contract with the city, or any of its departments or divisions, and NHPA until such time as the Contractor, or subcontractor, is in compliance with the provisions of the contract;
  - (3) Cancellation of the public contract;
  - (4) Recovery of specified monetary penalties;
  - (5) In case of substantial or material violation, or the threat of substantial or material violation, or the threat of substantial or material violation, of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors; subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.

IN WITNESS HEREOF on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

the Contractor has caused this Agreement to be duly executed as of the day and year first above written.

WITNESS

\_\_\_\_\_

\_\_\_\_\_  
Contractor name

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# CURRENT WORK FORCE CERTIFICATE

Equal Opportunities

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY/STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

JOB CATEGORIES	RACIAL GROUP										TOTAL
	MALE					FEMALE					
	W	AA	HA	AI	O	W	AA	HA	AI	O	
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsmen (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											

Are you a disadvantaged business enterprise? Yes \_\_\_ No \_\_\_

Are you a women's business enterprise? Yes \_\_\_ No \_\_\_

Does your company have an affirmative action plan? Yes \_\_\_ No \_\_\_

W - White (Caucasian)    AA - African American    HA - Hispanic American    AI - American Indian    O - Other



**SMALL AND MINORITY\* BUSINESS ENTERPRISE UTILIZATION CERTIFICATE\*\***

The undersigned, having read the Proposal Documents and the requirements regarding the minority business enterprises, hereby provides the following assurance of compliance. Please attach a copy of the applicable SBE and MBE Certificates. As of the date of the proposal opening, the Proposer intends to achieve this requirement as follows:

SMALL & MINORITY BUSINESS ENTERPRISE	NATURE OF WORK	DOLLAR AMOUNT
--------------------------------------	----------------	---------------

Company Name:

Address:

Contact Person/Tel./E-mail:

SBE/MBE Category:

Company Name:

Address:

Contact Person/Tel./E-mail:

SBE/MBE Category:

Company Name:

Address:

Contact Person/Tel./E-mail:

SBE/MBE Category:

The Proposer further certifies that, upon receipt of verification that the above-named firms, or other firms added or substituted in accordance with the Proposal Documents, are bona fide Small and/or Minority Business Enterprises, it will execute a binding contract with such Small and/or Minority Business Enterprises for the purposes of undertaking and completing the above described work.

Date \_\_\_\_\_ 20 \_\_\_\_\_

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

Official Address:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Affix Corporate Seal

\*Note: "Minority" groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as "(1) Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; (2) Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; (3) all persons having origins in the Iberian Peninsula, including Portugal, regardless of race; (4) women; (5) Asian Pacific Americans and Pacific islanders; or (6) American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification." An individual with a disability is also a minority business enterprise as provided by Connecticut General Statutes § [4a-60g](#) of the Connecticut General Statutes.

\*\*Note: This form is for listing Small and Minority\* Subcontractors and Suppliers of Materials. In the event the Prime Contractor/General Contractor is an SBE, MBE, WBE or DisBE, its status as such does NOT contribute to the SBE, MBE, WBE and DisBE subcontractors/suppliers of materials requirements.

(Attach additional sheets if necessary)

## Insurance Requirements

## **INSURANCE REQUIREMENTS - PROFESSIONAL SERVICES**

A. The following shall be included as additional named insured on all insurance certificates to the extent allowed by law: the New Haven Parking Authority/Park New Haven, the City of New Haven, the State of Connecticut and their respective employees, officers and agents. NHPA reserves the right to add entities to this list.

B. Indemnify and save harmless those listed in paragraph "A" above and their respective officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the Consultant and/or any of its Subconsultants under this Agreement, including any supplements thereto, or resulting from the nonperformance of the Consultant and/or any of its Subconsultants of any of the covenants and/or specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.

C. With respect to the operations performed by the Consultant under the terms of this Agreement and also those performed for the Consultant by its Subconsultants, the Consultant will be required to carry for the duration of this Agreement, and any supplements thereto, with the required additional named insured, the minimum liability insurance coverage noted in items "C(1)" through "C(5)" at the Consultant's expense. Said coverage is to be provided by an insurance company or companies satisfactory to the New Haven Parking Authority. Each insurance policy shall require that the insurance company agree to investigate and defend the insured against all claims for damages, even if groundless.

(1) Consultant and its Subconsultants shall carry **Professional Liability Insurance** insuring against liability for work performed during the course of this Agreement in the sum of not less than Two Million Dollars (\$2,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate at no cost to NHPA. This policy shall also include **pollution and environmental impairment coverage**. Said policy shall remain in full force and effect from the date of this Agreement through the expiration of the statute of limitations for actions against professional service providers (inclusive of extended injury limitation). It is understood that no terms and conditions of such insurance policy may be changed except upon the prior written approval of NHPA which approval shall not be unreasonably withheld.

(2) The Consultant and its Subconsultants shall carry **Worker's Compensation and Employers' Liability Insurance** and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Worker's Compensation Act, and in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States with the following limits: Workers Compensation with Statutory Limits and Employers' Liability \$1,000,000/\$1,000,000/\$1,000,000 Limits.



(3) The Consultant and its Subconsultants shall carry **Commercial General Liability Insurance, including Contractual Liability Insurance**, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one incident or occurrence, and for all damages arising out of injury to or destruction of property in any one incident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(4) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by **Automobile Liability Insurance** providing for a limit of One Million Dollars (\$1,000,000) Combined Single Limit.

(5) **Umbrella/Excess Liability** with limits of One Million Dollars (\$1,000,000) Each Occurrence and Aggregate.

D. Policy Requirements: The company or companies writing any insurance which the Consultant and its Subconsultants are required to carry and maintain or cause to be carried or maintained pursuant to this Agreement shall name the New Haven Parking Authority/Park New Haven, the City of New Haven, the State of Connecticut, and their respective employees, officers and agents as Additional Insureds on a primary and non-contributory basis to all policies except Workers Compensation. All policies shall also include a **Waiver of Subrogation**. Insurance shall be written with Carriers approved in the State of Connecticut and have a Financial Strength Rating of "A-" or higher and a Financial Size Rating of VIII or higher from A.M. Best Company. In addition, all Carriers are subject to approval by the New Haven Parking Authority/Park New Haven.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

E. Insurance Certificates: Original, completed Certificates of Insurance must be presented to the New Haven Parking Authority/Park New Haven, 232 George Street, New Haven, CT 06510 prior to contract issuance. Consultant agrees to provide renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the New Haven Parking Authority/Park New Haven.

# Draft Form of Agreement

**DRAFT** AGREEMENT  
BY AND BETWEEN  
THE NEW HAVEN PARKING AUTHORITY  
AND  
[REDACTED] COMPANY  
REGARDING PROFESSIONAL SERVICES  
FOR  
BIKE SHARE SYSTEM – DEVELOPMENT AND IMPLEMENTATION  
NEW HAVEN PARKING AUTHORITY  
NEW HAVEN, CT  
NHPA PROJECT #23-065

**PART I**

This Agreement, consisting of Parts I and II, entered into this [REDACTED] day of [REDACTED], 2023 by and between the New Haven Parking Authority having offices at 232 George Street, New Haven, Connecticut 06510 (hereinafter referred to as "NHPA") and [REDACTED], a [REDACTED] company offering services, and which is organized and existing under the laws of the State of [REDACTED] and having offices at [REDACTED] (hereinafter referred to as "Service Provider").

**WITNESSETH THAT:**

**WHEREAS**, NHPA has determined a need to develop and implement an operated Bike Share System; and

**WHEREAS**, NHPA issued a public request for proposals dated August 2023 for these services; and

**WHEREAS**, NHPA has selected Service Provider from among the proposals received and Service Provider has agreed to perform the services set forth hereunder; and

**NOW, THEREFORE**, NHPA and Service Provider hereby agree as follows:

**SECTION 1:                    ENGAGEMENT OF SERVICE PROVIDER**

101.                    NHPA hereby engages Service Provider and Service Provider hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.



102. The person in charge of administering the Agreement on behalf of NHPA shall be Douglas Hausladen, Executive Director, or such other person as NHPA shall designate in writing.

103. The person responsible for the services to be rendered on behalf of Service Provider shall be [REDACTED], [REDACTED] or such other qualified person as is designated in writing by Service Provider and accepted by NHPA.

104. Service Provider shall not subcontract any services to be performed by it under this Agreement without the prior written approval of NHPA.

**SECTION 2: SCOPE OF SERVICES**

201. Service Provider shall perform the services set forth under this Agreement in a satisfactory manner, as reasonably determined by NHPA.

202. The services to be performed by Service Provider shall include the following, as further described in Section 210 hereof.

The services contemplated for this engagement, as further described in the Proposal Documents issued by NHPA dated August 2023 and in Service Provider's Proposal dated [REDACTED], 2023 and clarifications and additional information provided by Service Provider dated [REDACTED], 2023, incorporated herein by reference, include, but are not limited to, the following scopes of service:

- A. [REDACTED] Services
- B. [REDACTED] Services
- C. [REDACTED] Services

203. All reports, documents, and the like prepared by Service Provider under this Agreement shall be submitted to NHPA for review and approval as applicable.

204. Unless otherwise specified in this Agreement, all written materials required to be submitted under this Agreement shall be submitted in electronic and paper copies as may be required.

205. In performing the services required under this Agreement, Service Provider shall consult with NHPA and other relevant entities as applicable.

206. In performing the services required under this Agreement, any materials submitted by Service Provider shall conform to the applicable provisions of Federal, State, and local laws and regulations.

207. Service Provider shall indemnify NHPA for any costs or damages arising directly or indirectly from its services which contain errors or omissions, or which do not conform to applicable laws and regulations, irrespective of NHPA's approval.

208. Insurance and Indemnity.

A. The following shall be included as additional named insured on all insurance certificates to the extent allowed by law: the New Haven Parking Authority/Park New Haven, the City of New Haven, the State of Connecticut, and their respective employees, officers, and agents. NHPA reserves the right to add entities to this list.

B. Indemnify and save harmless those listed in paragraph "A" above and their respective officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the Service Provider and/or any of its sub-Service Providers under this Agreement, including any supplements thereto, or resulting from the nonperformance of the Service Provider and/or any of its sub-Service Providers of any of the covenants and/or specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.

C. With respect to the operations performed by the Service Provider under the terms of this Agreement and also those performed for the Service Provider by its sub-Service Providers, the Service Provider will be required to carry for the duration of this Agreement, and any supplements thereto, with the required additional named insured, the minimum liability insurance coverage noted in items "C(1)" through "C(5)" at the Service Provider's expense. Said coverage is to be provided by an insurance company or companies satisfactory to the New Haven Parking Authority. Each insurance policy shall require that the insurance company agree to investigate and defend the insured against all claims for damages, even if groundless.

(1) Service Provider shall carry **Professional Liability Insurance** insuring against liability for work performed during the course of this Agreement in the sum of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate at no cost to NHPA. Said policy shall remain in full force and effect from the date of this Agreement through the expiration of the statute of limitations for actions against professional service providers (inclusive of extended injury limitation). It is understood that no terms and conditions of such insurance policy may be changed except upon the prior written approval of NHPA which approval shall not be unreasonably withheld.

(2) The Service Provider and its sub-Service Providers shall carry **Worker's Compensation and Employers' Liability Insurance** and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Worker's Compensation Act, and in accordance with the requirements of the laws of the State of Connecticut and the laws of



the United States with the following limits: Workers Compensation with Statutory Limits and Employers' Liability \$1,000,000/\$1,000,000/\$1,000,000 Limits.

(3) The Service Provider and its sub-Service Providers shall carry **Commercial General Liability Insurance, including Contractual Liability Insurance**, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one incident or occurrence, and for all damages arising out of injury to or destruction of property in any one incident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(4) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by **Automobile Liability Insurance** providing for a limit of One Million Dollars (\$1,000,000) Combined Single Limit.

(5) **Umbrella/Excess Liability** with limits of One Million Dollars (\$1,000,000) Each Occurrence and Aggregate.

D. Policy Requirements: The company or companies writing any insurance which the Service Provider and its sub-Service Providers are required to carry and maintain or cause to be carried or maintained pursuant to this Agreement shall name the New Haven Parking Authority/Park New Haven, the City of New Haven, the State of Connecticut, and their respective employees, officers and agents as Additional Insureds on a primary and non-contributory basis to all policies except Workers Compensation. All policies shall also include a **Waiver of Subrogation**. Insurance shall be written with Carriers approved in the State of Connecticut and have a Financial Strength Rating of "A-" or higher and a Financial Size Rating of VIII or higher from A.M. Best Company. In addition, all Carriers are subject to approval by the New Haven Parking Authority/Park New Haven. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Agreement for two (2) years from the completion date.

E. Insurance Certificates: Original, completed Certificates of Insurance must be presented to the New Haven Parking Authority/Park New Haven prior to contract issuance. Service Provider agrees to provide renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the New Haven Parking Authority/Park New Haven, 232 George Street, New Haven, CT 06510.

209. All of the materials prepared by Service Provider under this Agreement shall be the sole and exclusive property of NHPA, and Service Provider shall label all materials accordingly. NHPA shall use materials prepared by Service Provider under this Agreement solely for the purpose of the scopes of service contemplated herein.

210. The Basic Services to be provided by Service Provider shall consist of the following, as further described in NHPA's Proposal Documents dated August 2023 and Service Provider's Proposal dated [REDACTED], 2023 and the clarifications and additional information provided by Service Provider dated [REDACTED], 2023, incorporated herein by reference. The following is a representative, but not limited to, list of scope of services:

[REDACTED]

211. The following Additional Services shall be provided by Service Provider upon the specific written request of NHPA. No compensation will be paid for Additional Services without the express written approval of NHPA for the performance of such services.

Under this Phase of the Agreement, Service Provider shall do the following items of work at the request of NHPA. No services shall be performed under this Section without specific prior written authorization by NHPA.

[REDACTED]

212. Travel and other reimbursable expenses, verified by invoices, receipts or other documentation, shall be reimbursed at actual cost for ground transportation, express mail/courier series and reproduction and photographic costs.

**SECTION 3: INFORMATION AND ITEMS TO BE FURNISHED TO SERVICE PROVIDER**

301. NHPA will provide Service Provider with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will use its best efforts to secure materials or information from other sources requested by Service Provider for the purpose of Service Provider carrying out services under this agreement; **Provided, however**, that Service Provider shall be responsible for verifying all information provided by NHPA.

302. Service Provider shall make arrangements at its sole cost for telecommunications, supplies, furnishings and other services it may require. NHPA will make available its meeting room if needed for special meetings, to be scheduled appropriately by Service Provider with the Executive Secretary in advance.



**SECTION 4: TIME OF PERFORMANCE**

401. Service Provider shall perform the services set forth in Section 2 of the Agreement as follows:

- A. The Term for all services under Section 210 shall expire on June 30, 2028. The Term may be renewed for two subsequent Terms of 5-years each, upon mutual written consent of the parties. In the absence of a Renewal, the parties may, upon mutual consent, continue on a month-to-month basis, subject to all other conditions, provisions and obligations of this Agreement.
- B. Additional services under Sections 211 and 212 requested by NHPA shall be performed at such times as NHPA may direct, after consultation with Service Provider.

402. This agreement shall remain in effect until the services required hereunder are completed to the satisfaction of NHPA or funding is exhausted, unless otherwise terminated by the parties hereto.

**SECTION 5: COMPENSATION**

501. NHPA shall compensate Service Provider for satisfactory performance of the services required under this Agreement in a maximum amount not to exceed [REDACTED] Dollars and No Cents (\$[REDACTED].00). [TBD]

A. NHPA shall compensate Service Provider for satisfactory performance of the Basic Services required under Section 2 of the Agreement in an amount not to exceed \$[REDACTED], in accordance with the following schedule: [TBD]

[REDACTED] \$[REDACTED]

[REDACTED] \$[REDACTED]

[REDACTED] \$[REDACTED]

Note, in part consideration for the selection of Service Provider to provide services for this Agreement, the above-named individuals shall provide the specified services, unless otherwise consented to in writing by NHPA, which consent shall not unreasonably be withheld. These rates shall remain in effect through [REDACTED]. Thereinafter, Service Provider may adjust its rates to its then current standard rate in effect for these employees and



positions, subject to the consent of NHPA, which consent shall not unreasonably be withheld.

Invoices shall contain an itemized cost breakdown allocating the expenses to a particular project or activity and cost center.

B. In addition to the compensation provided in Subparagraph A, NHPA shall reimburse Service Provider for Additional Services requested by NHPA verified by invoices, receipts, or other documentation, in an amount not to exceed an allowance of \$ [REDACTED], as follows:

For services performed under Sections 211 and 212, an allowance not to exceed \$ [REDACTED]. Compensation for Service Provider's in-house services is as per standard hourly rates plus [REDACTED]%. Compensation for outside vendors if needed is at cost plus [REDACTED]%. Compensation for travel expenses is \$0.655 per mile or as per current IRS allowance, whichever is higher. Compensation for express mail, reproduction, photographic and similar expenses is at actual cost.

502. Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by Service Provider in performing this Agreement including, but not limited to salaries; Service Provider fees; costs of materials and supplies; insurance; overhead; printing and reproduction; meetings, consultations, and presentations; postage; telephone; clerical support; travel; and all similar expenses. No direct costs other than those expressly permitted under Sections 210, 211 and 212 shall be reimbursed by NHPA.

503. Payments to Service Provider under this Agreement shall be made by NHPA on approval of payment requisitions certified by a principal of Service Provider submitted not more often than once a month. Each requisition shall be in a form acceptable to NHPA and shall set forth the services performed, an itemized cost breakdown allocating the expenses to a particular project or activity and cost center, the percentage of completion of the work or the hours of work expended, as applicable, and the compensation due Service Provider based upon the fee amount set forth in Section 501. Provided that the total contract amount is not exceeded unless otherwise increased by amendment, NHPA and Service Provider may mutually agree to adjust line items to best meet Service needs. NHPA may, prior to making any payment under this Agreement, require Service Provider to submit to it such additional information with respect to Service Provider's costs as it deems necessary.

## **SECTION 6: TERMS AND CONDITIONS**

601. This Agreement is subject to and incorporates the provisions entitled New Haven Parking Authority Agreement for Professional Services Part II, Terms and Conditions, which is attached hereto and hereby made a part hereof. In the event any

provision of said Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

602. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. Service Provider shall comply with all applicable laws, ordinances, and codes.

603. The parties agree that they waive a trial by jury as to any and all claims, causes of action or dispute arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, Service Provider shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by NHPA.

604. NHPA and Service Provider each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

605. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

606. If any provision of this Agreement is held invalid, the balance of the provisions of the Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

607. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

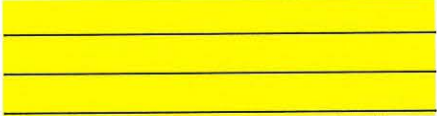
608. NHPA may, from time to time, request changes in the scope of services of Service Provider to be performed hereunder. Such changes which are mutually agreed upon by and between NHPA and Service Provider, shall be incorporated in written amendments executed by both parties to this Agreement.

610. Requirements of the State of Connecticut: Pursuant to applicable State law and the Lease & Funding Agreement by and among the State of Connecticut, the City of New Haven and the New Haven Parking Authority for Union Station Transportation Center and Related Improvements, as amended, the Service Provider shall comply with certain provisions required by the State of Connecticut, as per enclosed Exhibit "A", regarding work affecting Union Station Transportation Center.





611. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of NHPA or Service Provider, and delivered in hand or sent by mail, postage prepaid, to the principal office of the party to whom it is directed, which until changed by written notice from one party to the other, are as follows:

NHPA: Douglas Hausladen  
Executive Director  
New Haven Parking Authority  
232 George Street  
New Haven, Connecticut 06510

Service Provider: 

**IN WITNESS WHEREOF**, the parties have executed four (4) counterparts of this Agreement as of the day and year first above written.

WITNESS: **NEW HAVEN PARKING AUTHORITY**  
  
\_\_\_\_\_  
By: \_\_\_\_\_  
Norman Forrester  
Its: Chairman  
(Duly authorized)

WITNESS: **SERVICE PROVIDER CO. NAME**  
  
\_\_\_\_\_  
By:   
  
\_\_\_\_\_  
Its:   
(Duly authorized)



**NEW HAVEN PARKING AUTHORITY**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**PART II: TERMS AND CONDITIONS**

1. Termination for Cause. If, through any cause, Service Provider shall fail to fulfill in a timely and proper manner Service Provider's obligations under this Agreement, or if Service Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, the New Haven Parking Authority ("NHPA") shall thereupon have the right to terminate this Agreement by giving written notice to Service Provider of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by Service Provider under this Agreement shall, at the option of NHPA, become NHPA's property, and Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, Service Provider shall not be relieved of liability to NHPA for damages sustained by NHPA by virtue of any breach of the Agreement by Service Provider, and NHPA may withhold any payments to Service Provider for the purpose of setoff until such time as the exact amount of damages due NHPA from Service Provider is determined.

2. Termination for Convenience of Authority. NHPA may terminate this Agreement any time by a notice in writing from NHPA to Service Provider. If the Agreement is terminated by NHPA as provided herein, Service Provider will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Service Provider covered by this Agreement, less payments of compensation previously made.

3. Changes. NHPA may, from time to time, request changes in the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the amount of Service Provider's compensation, which are mutually agreed upon by and between NHPA and Service Provider, shall be incorporated in written amendments to this Agreement.

4. Personnel. (a) Service Provider represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with NHPA.

(b) All the services required hereunder will be performed by Service Provider or under Service Provider's supervision and all personnel engaged in the work

shall be fully qualified and shall be authorized or permitted under Federal, State or local law to perform such services.

(c) No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.

5. Anti-Kickback Rules. Salaries of persons performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c). Service Provider shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subconsultants with such regulations, and shall be responsible for the submissions of affidavits required of subconsultants thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:

- a. To comply with all applicable provisions of Executive Order 11246 and Executive Order 11375, Connecticut Fair Employment Practices Act, and the contract compliance ordinance of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- b. Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, national origin or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- c. To take such action, with respect to any subconsultant, as NHPA may direct as a means of enforcing the provisions of sub-paragraphs (a) through (e) herein.



- d. To file, along with its subconsultants, if any, compliance reports with NHPA in the form and to the extent prescribed in the contract by the contract compliance director of the City of New Haven. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Service Providers and its subconsultants, if any;
- e. To include the provisions of sub-paragraphs (a) through (e) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;

7. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

8. Compliance with Law. Service Provider shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by the Contract.

9. Subcontracting. None of the services covered by this Agreement shall be subcontracted without the prior written consent of NHPA. Service Provider shall be as fully responsible to NHPA for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. Service Provider shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

10. Assignability. Service Provider shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of NHPA; **Provided, However,** that claims for money due or to become due Service Provider from NHPA under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to NHPA.

11. Interest of NHPA Officials. No member of the governing body of NHPA, and no other officer, employee, or agent of NHPA who exercises any function or responsibilities in connection with the carrying out of the services to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.



12. Interest of Service Provider. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, with NHPA or any parcels, or facilities it manages or occupies, or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Service Provider further covenants that in the performance of this Agreement no person having any such interest shall be employed.

13. Findings Confidential. All of the reports, data, etc., prepared or assembled by Service Provider under this Agreement are confidential and Service Provider agrees that they shall not be made available to any individual or organization without the prior written approval of NHPA.

14. Audit. NHPA reserves the right to audit Service Provider's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. In the event NHPA elects to make such an audit, Service Provider shall immediately make available to NHPA all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and cancelled checks.