



PROPOSAL DOCUMENTS

**REAL ESTATE AND PROPERTY MANAGEMENT SUPPORT SERVICES
AT NEW HAVEN UNION STATION CAMPUS
NEW HAVEN PARKING AUTHORITY
NEW HAVEN, CONNECTICUT
NHPA PROJECT #23-019**

FEBRUARY 2024



**UNION STATION
PARTNERSHIP**
NEW HAVEN

INVITATION FOR PROPOSALS

**REAL ESTATE AND PROPERTY MANAGEMENT SUPPORT SERVICES
AT NEW HAVEN UNION STATION CAMPUS
NEW HAVEN PARKING AUTHORITY
NEW HAVEN, CONNECTICUT
NHPA PROJECT #23-019**

New Haven Union Station Campus consists of the historic Union Station Building (train station), the underground passageway to the train platforms, the adjacent Parking Garage, the east side surface parking lot, the west lot, State Street Station, and the street-side grounds. The State of Connecticut owns New Haven Union Station Campus (the “Campus”), excluding some City of New Haven (the “City”) owned streets and grounds, and the City operates and maintains the Campus in partnership (the “Partnership”) with the Connecticut Department of Transportation (“CTDOT”) pursuant a certain Lease, Operating and Funding Agreement dated February 14, 2022 (the “LOFA”). Pursuant to the LOFA, the City has contracted with the New Haven Parking Authority (“NHPA” or the “Authority”) to serve as its Station Manager, Parking Manager, and Brokerage Manager (the “Manager”).

NHPA, on behalf of the Partnership, hereby issues this Invitation for Proposals for Real Estate Support Services at the Campus. NHPA will receive sealed proposals until 3:00 p.m. local time on **March 6, 2024** (“Submission Deadline”) in accordance with the *Instructions to Proposers*. **Any Proposal received after the Submission Deadline will be rejected.** NHPA shall decide when the specified time has arrived as a deadline to receive Proposals, and no Proposal received thereafter will be considered.

The Proposal Documents will be available beginning **February 5, 2024** at no cost by downloading from the New Haven Union Station Partnership website at www.unionstationnewhaven.com.

A non-mandatory but recommended Pre-Proposal Webinar will be held on February 16, 2024 at 11:00 AM. Registration must be made in advance at the following link: https://us06web.zoom.us/webinar/register/WN_aWD4R-aOTGy3NsiBCOzdsw.

After registration, you will receive a confirmation email containing information about joining the Webinar.

The New Haven Parking Authority reserves the right to reject any or all proposals, to waive any informalities in the proposals and 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



**BACKGROUND AND SCOPE OF
REAL ESTATE AND PROPERTY MANAGEMENT SUPPORT SERVICES
NEW HAVEN UNION STATION CAMPUS**

A. BACKGROUND

New Haven Union Station Campus consists of the historic Union Station Building (train station), the underground passageway to the train platforms, the adjacent Parking Garage, the east side surface parking lot, the west lot, State Street Station, and the street-side grounds. The State of Connecticut owns New Haven Union Station Campus (the “Campus”), excluding some City of New Haven (the “City”) owned streets and grounds, and the City operates and maintains the Campus in partnership (the “Partnership”) with the Connecticut Department of Transportation (“CTDOT”) pursuant a certain Lease, Operating and Funding Agreement dated February 14, 2022 (the “LOFA”). Pursuant to the LOFA, the City has contracted with the New Haven Parking Authority (“NHPA” or the “Authority”) to serve as its Station Manager, Parking Manager, and Brokerage Manager (the “Manager”).

Please visit the New Haven Union Station Partnership website at www.unionstationnewhaven.com for some key background information and published reports.

B. SCOPE OF REAL ESTATE AND PROPERTY MANAGEMENT SUPPORT SERVICES

The Selected Proposer is required to have and maintain a real estate broker’s license issued by the State of Connecticut. In an effort to promote local business and businesses with appropriate experience, the Partnership is interested in tenants that have one or more of the following characteristics: 1) a local business with a pre-existing business address in the Greater New Haven Area (New Haven County); 2) a business that supports the traveling public but also attracts non-travelers (e.g., a coffee shop/bakery or high-end sandwich shop), 3) a certified Connecticut-based minority-owned/woman-owned, person-with-disability-owned business, or small business enterprise; 4) a business with a demonstrated effort to support local community charitable/civic events; 5) a business with experience working in railroad stations or large transportation facilities; and 6) other tenant use proposed by Contractor and pre-approved by the Operations Committee, as defined in the LOFA.

The Selected Proposer shall provide support on an as-needed basis at the request of the New Haven Parking Authority in performing its duties as the Station Manager, Parking Manager, and Brokerage Manager for the Campus. Support shall be provided, but not be limited to the following:

LEASING, LICENSING, AND PROPERTY MANAGEMENT

- Property Management of the Campus
- Collection of monthly rentals and other fees
- Billing and invoicing procedures
- Document procurement to potential Tenants
- Renewal procedures
- Tenant compliance with lease and regulations
- ADA compliance in a Key Rail station
- Compliance with applicable environmental rules and regulations
- Proper waste storage and removals
- Confirmation of proper Certificates of Insurance
- Coordination with tenants for necessary repairs
- Coordination with tenants for potential improvements
- Coordination with building management
- Tenant compliance with permits and licenses
- Coordination with Contractors and Subcontractors for work at the Campus
- Attendance at any applicable tenant meetings
- Necessary communications with Tenants
- Tenant feedback and issues
- Retail space and retail vending machines, subject to BESB waiver as applicable
- Office space
- Bus bay use and other bus access rights
- Event access and use (e.g. filming, photo shoots)
- Licensing for advertising or non-commercial informational messaging
- All other commercial space

TRAVEL AMENITIES

- Pick-up/drop-off parking spots
- Managing taxi and ride-sharing services
- Auto valet parking service
- Bicycle storage station
- Public IT resources such as Wi-Fi and charging stations
- Transportation/travel customer service center including rail and bus
- Information kiosk or desk
- Vending of travel-related items

PROCUREMENT OF TENANTS

- Provide recommendations on the types, placement and mix of retail and commercial service for the Re-Merchandizing Strategy for the Campus
- Review available applicable survey data of existing railroad station patrons to determine the types of retail and commercial services the patrons' desire, supplement survey data with professional observation and analysis, and prepare a report of findings
- Prepare a phased plan for allocation of retail and commercial services in the individual existing and proposed commercial spaces at the Campus

- Search for and cultivate potential retail and commercial tenants and assess their interest, needs and suitability at Union Station
- Structure leases for rents, rent abatement, construction, services, etc.
- Procurement and subleasing process for subleasing retail and commercial space at the Campus
- Updating the *Union Station Design Criteria for Tenant's Improvements*
- Tenancy agreements, concession agreements, license agreements, and other instruments granting rights at the Campus
- Engage with potential tenants and licensees to finalize and execute agreements
- Performance of all contract management tasks (e.g. monitoring compliance with contract requirements, tracking agreement terms and expiration dates)
- Update standard lease for tenants

MARKETING

- Prepare advertisements of available commercial and retail spaces at the Campus
- Placement of these documents for local, regional and national distribution, including accessing and creating MLS listings
- Coordinate planning for specific events
- Advertisement of available space
- Market real estate listings promptly and accurately and deploy a team to commence prospecting and generating leads
- Access information available about commercial real estate, and provide the Operations Committee with the latest data and timely market knowledge
- Develop a schedule of competitive rates and fees for space to be leased or licensed
- Prepare financial statements and reports:
 - Monthly financial statement for all brokering of the Campus submitted to the Operations Committee within fourteen (14) days after the close of each calendar month, a complete report of all monies collected, and reimbursable expenditures made during each previous month;
 - Annual operating budget, including expenses, for real estate and property management support services, submitted to the Operations Committee no later than March 1; and
 - Annual property performance analysis, submitted to the Operations Committee no later than March 1
- Maintain electronic copies of all executed tenant/vendor agreements in a secure searchable digital format and secure and accessible digital environment
- Create abstracts for all executed tenant/vendor agreements, providing an executive summary of the terms and conditions, stored in a secure searchable digital format and secure digital environment
- Provide valuation, market research, due diligence, and other support services to the Operations Committee as requested
- Provide expertise for optimal return on investment based on the planned occupancy

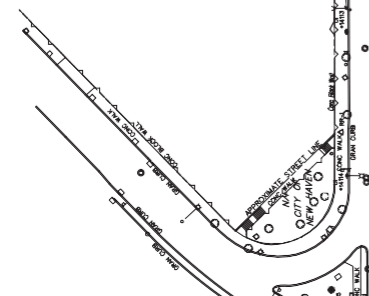
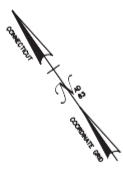
and tenant retention, and enhance overall investment value in the Campus

ADDITIONAL SUPPORT SERVICES

- Maintain true and accurate books and records in conformity with generally accepted accounting principles, and generate monthly reports reflecting operational statistics, including all receipts and all expenditures, in connection with the brokerage of the Campus and the real estate and property management support services performed. The Operations Committee shall have the right, through its representatives, and at all reasonable times, to inspect and copy such books, records, reports, receipts and all supporting documentation
- Address tenant service requests and manage all tenant relations, communications and oversight
- Manage all tenants, vendors, licensees, and permittees at the Campus
- Prepare, negotiate and finalize all agreements with tenants, vendors, licensees, and permittees, with prior Operations Committee approval
- Perform routine on-site inspections and report any issues to the Operations Committee and as applicable the Station Manager or Parking Manager
- Be available on-site as required by the Operations Committee during set times during normal business hours to provide services
- Provide emergency 24/7/365 on-call service and any additional on-call services as required by the Operations Committee
- Bill, collect and deposit rent and fees from all tenants/vendors/licensees as directed by the Operations Committee
- Administer all tenant/vendor agreements and monitor compliance with requirements
- Enforce terms of all agreements, and work with the Operations Committee to seek available remedies, including appropriate legal actions, should there be any violations
- Review all tenant and vendor certificates of insurance and ensure compliance with coverage and limit requirements
- Receive, verify, and process bills for approved expenses incurred related to real estate support and property management services
- Identify recommended or required maintenance and renovations for the opportunity space and report to the Operations Committee
- Coordinate with tenants and other permitted occupants for approved work

Schedule 1

**New Haven Union Station Map
= COOT-owned Premises**

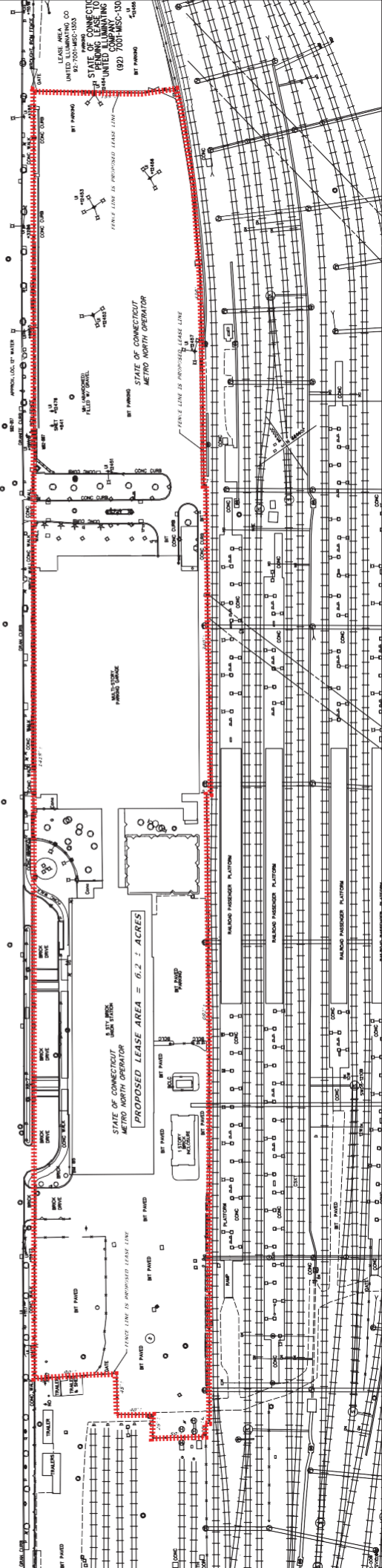


PRESENT UNION AVENUE

STATE OF CONNECTICUT
METRO NORTH OPERATOR
PROPOSED LEASE AREA = 6.2 ± ACRES

STATE OF CONNECTICUT
METRO NORTH OPERATOR


LEASE AREA
UNITED ILLUMINATING CO
827 W. MAIN ST
HARTFORD, CT 06103
STATE OF CONNECTICUT
METRO NORTH OPERATOR
UNITED ILLUMINATING CO
827 W. MAIN ST
HARTFORD, CT 06103




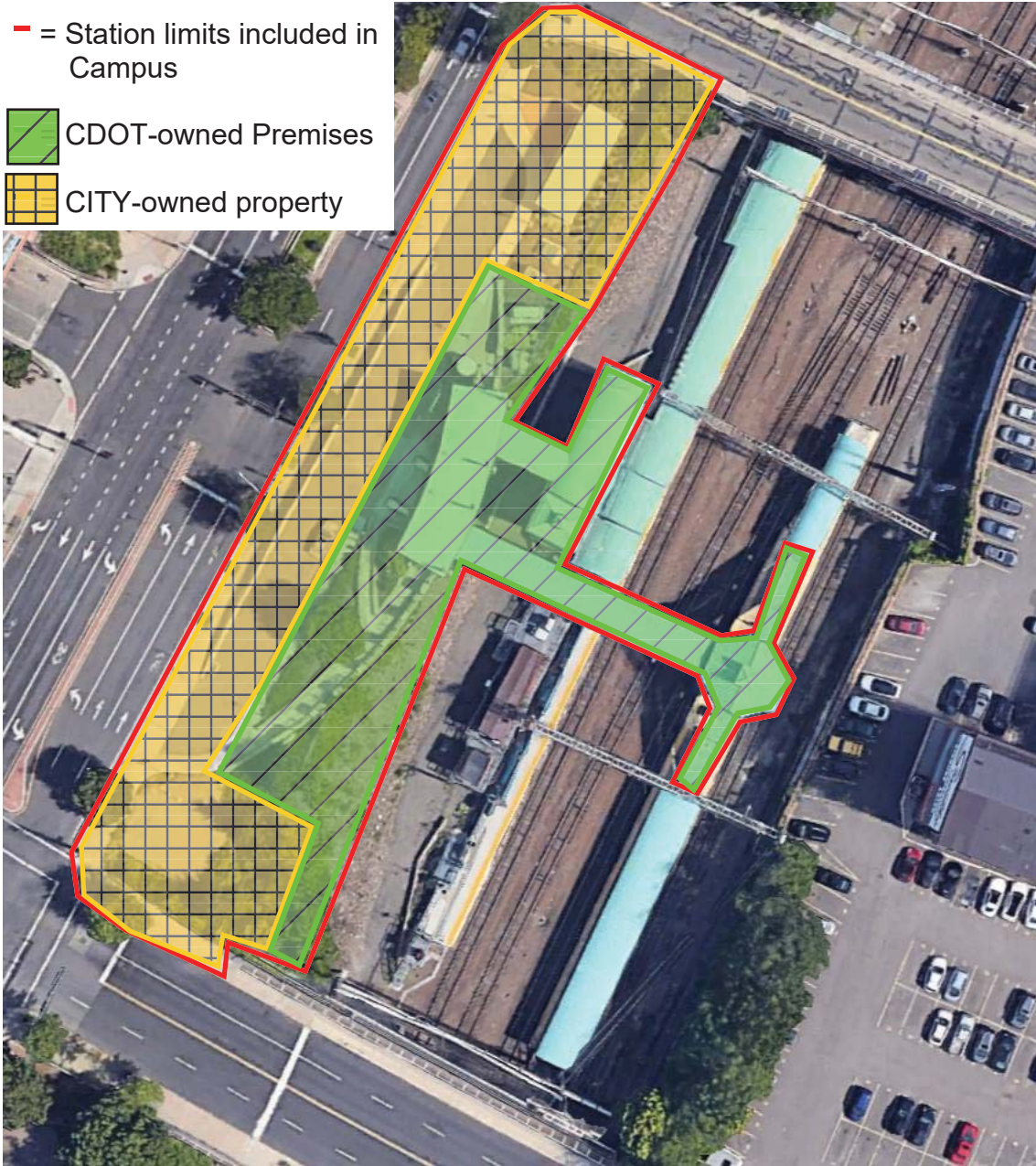
Schedule 1

State Street Station Map

— = Station limits included in Campus

 CDOT-owned Premises

 CITY-owned property



INSTRUCTIONS TO PROPOSERS

REAL ESTATE AND PROPERTY MANAGEMENT SUPPORT SERVICES AT NEW HAVEN UNION STATION CAMPUS NEW HAVEN PARKING AUTHORITY NEW HAVEN, CONNECTICUT NHPA PROJECT #23-019

The New Haven Parking Authority (“NHPA” or the “Authority”), on behalf of the Partnership between the State of Connecticut Department of Transportation (“CTDOT”) and the City of New Haven (the “City”), pursuant to a certain February 14, 2022 Lease, Funding, and Operating Agreement (“LOFA”), hereby provides the below Instructions to Proposers for Real Estate and Property Management Support Services at New Haven Union Station.

1. USE OF SEPARATE PROPOSAL FORMS

The Proposal Documents include a complete set of the Proposal Forms to be filled out and submitted to the NHPA.

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 an interpretation of the Proposal Documents shall be made in writing to the Chief Engineer, New Haven Parking Authority, via e-mail at jstaniewicz@nhparking.com with a copy to the Executive Director, New Haven Parking Authority at dhausladen@nhparking.com. Any inquiries must be received no later than Noon on February 26, 2024 to be given consideration. Every interpretation made to a Proposer will be in the form of an Addendum to the Proposal Documents and, when issued, will be also available on the New Haven Union Station Partnership website at www.unionstationnewhaven.com at least 24 hours before Proposals are opened. **It shall be the Proposer’s responsibility to make inquiry as to, and to obtain, any Addenda issued, if any. Proposers should monitor the Website for any issuance of Addenda.** All such Addenda shall become part of the Proposal Documents and each Proposer shall be bound by such Addenda.

3. PRE-PROPOSAL WEBINAR

A non-mandatory but recommended Pre-Proposal Webinar will be held on February 16, 2024 at 11:00 AM. Registration must be made in advance at the following link: https://us06web.zoom.us/webinar/register/WN_aWD4R-aOTGy3NsiBCOzdsw. After registration, you will receive a confirmation email containing information about joining the Webinar.

This Webinar will subsequently be posted on the New Haven Union Station Partnership website at www.unionstationnewhaven.com. For formal questions, interpretations, etc., please refer to Section 2 of the Instructions to Proposers.

4. **EXISTING CONDITIONS / INSPECTION OF FACILITIES**

Each Proposer, prior to any Proposal submission, shall visit New Haven Union Station Campus (refer to site plan) and become fully acquainted with the existing conditions there relating to the proposed services, 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 obligation to visit the facilities involved and become 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. All personnel visiting the sites at Union Station Campus shall notify the 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 the Manager ahead of time at 203-676-0828 (mobile) or 203-946-5917 (office) to make an appointment. 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.**

5. **PROPOSALS**

- A. Each Proposal must be submitted utilizing the appropriate and applicable Proposal Forms. All blank spaces within the Proposal Forms must be filled in. No changes shall be made to the Forms. Erasures and other changes in the Proposal must be explained or noted over the signature of the Proposer.
- B. Each Proposer shall sign the Proposal in the blank space provided for this purpose. If a Proposal is made by a business entity, the name and address of such entity shall be indicated, together with the names and addresses of the applicable officers, directors, members, etc. If the Proposal is made by a partnership, it must be acknowledged by one of its partners; if made by a limited liability company, corporation, or other similar entity, it must be acknowledged by one of its members, officers, or similar duly authorized agent.
- C. Proposers shall submit all of the following completed documents to NHPA, which collectively shall constitute a "Proposal":
 - 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
 - 7. Small/Disadvantaged/Minority Business Enterprise Utilization Certificate
- D. Each Proposal shall be submitted, via email, by attaching one or more PDF files, to: jstaniewicz@nhparking.com (James Staniewicz) and cmerin@cohenandwolf.com

(Clifford A. Merin). Emails shall contain the subject line “**Proposal for Real Estate and Property Management Support Services at New Haven Union Station, NHPA Project #23-019.**” NHPA shall decide when the specified time has arrived as a deadline to receive Proposals, and no Proposal received thereafter will be considered.

- E. Each Proposer is specifically advised that any person, firm, or any other party to whom it proposes to award a subcontract in the event of an Award, may be required to submit a certification regarding Equal Employment Opportunity, similar to that submitted by the Proposer. Subcontractors are subject to the approval of NHPA.
- 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.

6. STATEMENT OF PROPOSER’S QUALIFICATIONS

Each Proposer shall submit the *Statement of the Proposer’s Qualifications Form*. The Proposer shall include a detailed description of the proposed services for **Real Estate and Property Management Support Services at the Campus**. NHPA may, from time to time, request the Proposer to submit to a detailed financial statement.

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 the *Statement of Proposer’s Qualifications Form*.

NHPA shall have the right to take such steps as it deems necessary to determine the ability of the Proposer to perform its 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 the *Statement of the Items to be Discussed Form*. The Proposals will be evaluated in part by the nature and extent of details provided by Proposer as outlined in the *Statement of the Items to be Discussed Form*.

7. COLLUSIVE AGREEMENTS PROHIBITED

Each Proposal shall have an affidavit attached thereto, in the form herein provided, that affirms that the Proposer has not colluded with any person, firm, entity, or any other third party in regard to the Proposal submitted.

Before executing any subcontract, the selected Proposer shall submit the name of any proposed subcontractor for prior approval and an affidavit from the subcontractor in the form to be provided by NHPA.

8. TAXES

Any pricing provided in a Proposal shall not include federal excise or state sales and use tax. NHPA is exempt from payment of such taxes.

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, DISADVANTAGED, AND MINORITY BUSINESS ENTERPRISES

When applicable, the Proposer will encourage and facilitate the utilization of small/disadvantaged/minority business enterprises in the performance of any subcontracts or outside services.

The following is a link to the Small Business Directory to search for small and minority business enterprises registered with the State of Connecticut Department of Administrative Services (DAS):

<https://biznet.ct.gov/SDSearch/SDSearch.aspx>

The City of New Haven's Office of Small Contractor Development Program can assist you in finding **Small/Disadvantaged/Minority Business Enterprises**. The following is a link to the City of New Haven's Small Contractor Development Program:

<https://www.newhavenct.gov/government/departments-divisions/small-contractor-development#ad-image-7>

The Small/Disadvantaged/Minority Business Enterprises Utilization Certificates shall be signed and submitted with the Proposal whether or not any such utilization is proposed. If none are proposed, state "none proposed at this time" on the applicable Utilization Certificate.

Any potential substitution of a **Small/Disadvantaged/Minority Business Enterprise** after the Proposal has been submitted shall be notified to NHPA immediately and good cause must be shown as for the reason of the substitution. NHPA, in its sole discretion, shall determine whether a substitution can be made.

11. REQUIREMENTS OF THE STATE OF CONNECTICUT

Pursuant to the February 14, 2022 Lease, Operating, and Funding Agreement between the State of Connecticut, Department of Transportation and the City of New Haven for New Haven Union Station Campus, the Contractor shall comply with certain provisions required as stated herein per enclosed Exhibit “A”, regarding work affecting Union Station Campus.

12. CORRECTIONS

Erasures or other changes in the Proposal must be explained or noted over the signature of the Proposer.

13. TIME FOR RECEIVING PROPOSALS

Proposals received prior to their opening shall **not** be opened until the designated time for opening Proposals.

14. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn via e-mail prior to the Proposal due date and time.

15. OPENING OF PROPOSALS

After the time and place fixed for the opening of proposals, NHPA shall open 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 proposers received.

16. SELECTION OF SELECTED PROPOSER; REJECTION OF PROPOSALS

- A. During the selection process, NHPA may invite a Proposer to make a presentation to its staff, Board of Commissioners, the New Haven Union Station Partnership Operations Committee, or other interested parties.
- B. NHPA will select the successful Proposer, if at all, as soon as practicable after the date of the Proposal opening. The successful Proposer shall be deemed to have the responsive Proposal which is in the best interest of NHPA based on price, qualifications, general experience, specific experience with food service tenants, specific experience with transportation facilities especially railroad stations, responsiveness to the Proposal Documents, approach to the services provided, organizational structure, proposed schedule, demonstration of affirmative action and local community outreach for tenants, use of subcontractors (if any) and associated use of MBE/WBE/DisBEs, exceptions to the draft form of agreement, 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.

- C. The Proposer agrees that it 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.

17. EXECUTION OF AGREEMENT

Subsequent to the Award, and, within fifteen (15) days after an agreement is presented for signature, or such other time as may be reasonably agreed to by NHPA, the selected Proposer shall execute and deliver to NHPA the Agreement in such number of originals as NHPA may require.

18. NOTICE TO PROCEED

NHPA will issue a written notice to proceed ("NTP") after the following: (1) execution of the agreement by all parties and (2) the accepted Proposer's delivery the required documents and insurance policies, for an effective date stated in the NTP.

PROPOSAL FORMS

**REAL ESTATE AND PROPERTY MANAGEMENT SUPPORT SERVICES
AT NEW HAVEN UNION STATION CAMPUS
NEW HAVEN PARKING AUTHORITY
NEW HAVEN, CONNECTICUT
NHPA PROJECT #23-019**

PROPOSAL FORM

**REAL ESTATE AND PROPERTY MANAGEMENT SUPPORT SERVICES
AT NEW HAVEN UNION STATION CAMPUS
NEW HAVEN PARKING AUTHORITY
NEW HAVEN, CONNECTICUT
NHPA PROJECT #23-019**

Proposer's Name

_____, 2024

New Haven Parking Authority
232 George Street
New Haven, Connecticut 06510
Attention: James Staniewicz, PE
Chief Engineer

The undersigned, having inspected New Haven Union Station Campus sites and having become personally familiar with the local conditions affecting the proposed services and having examined the Proposal Documents dated February 2024 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/Disadvantaged/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

State of _____, County of _____

On this _____ day of _____, 2024 before me personally

came _____, to me known who did depose and say that

he/she 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

**REAL ESTATE AND PROPERTY MANAGEMENT SUPPORT SERVICES
AT NEW HAVEN UNION STATION CAMPUS
NEW HAVEN PARKING AUTHORITY
NEW HAVEN, CONNECTICUT
NHPA PROJECT #23-019**

State of _____
County of _____ ss.

_____, 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 _____.

STATEMENT OF PROPOSER'S QUALIFICATIONS

**REAL ESTATE AND PROPERTY MANAGEMENT SUPPORT SERVICES
AT NEW HAVEN UNION STATION CAMPUS
NEW HAVEN PARKING AUTHORITY
NEW HAVEN, CONNECTICUT
NHPA PROJECT #23-019**

(Note: To be submitted by the Proposer with its 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 this Form even if just to reference other attached sheets.

1. Name of Proposer.

2. Proposer's main office address, telephone number, and e-mail address.

3. Proposer's Form of Business Organization (e.g., corporation, LLC, partnership, sole proprietorship), when organized, and where organized. Please also provide proof of active status.

4. List and provide copies of all relevant licenses, certifications, permits, and/or similar approvals. Include applicable dates of renewal and expiration.

5. General character of services/work performed by Proposer's business.

10. Describe the Proposer's ability to provide required insurance coverage (reference Section 208 of the draft form of agreement).

11. Has the Proposer ever defaulted on a contract or breached a contract obligation? If so, state the nature of default or breach, status, and provide an explanation.

12. Has the Proposer ever failed to complete any work awarded? If so, provide an explanation.

13. Has the Proposer ever been disqualified, ineligible, suspended or otherwise barred by any applicable federal, state or municipal government? If so, provide an explanation.

14. Has the Proposer or any entity which it has or had common ownership ever filed for bankruptcy, receivership, or reorganization within the last ten years? If so, provide an explanation.

15. 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.

The undersigned hereby represents that the above information is true and accurate to the best of their 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 _____, 2024.

(Name of Proposer)

By: _____

Title: _____

State of _____, County of _____

On this _____ day of _____, 2024 before me personally

came _____, to me known who did depose and say that

he is _____,

of _____,

the individual, owner, member, partner, officer, director, representative, or agent 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

**REAL ESTATE AND PROPERTY MANAGEMENT SUPPORT SERVICES
AT NEW HAVEN UNION STATION CAMPUS
NEW HAVEN PARKING AUTHORITY
NEW HAVEN, CONNECTICUT
NHPA PROJECT #23-019**

Proposer's Name: _____

The Proposer shall include in its Proposal the following information, as a minimum, regarding the proposed services for Real Estate and Property Management Support Services at New Haven Union Station Campus. If necessary, questions may be answered on separate, attached sheets. The Proposer may submit any additional information as applicable and/or desired.

1. Describe in detail the Proposer's approach to accomplishing the work. Elaborate on the individual tasks.

2. Describe the organizational structure under which the proposed services will be performed and identify and describe key personnel.

3. Discuss history of, and proposed plans for, affirmative action and local community outreach to procure tenants.

4. Discuss the proposed time schedule and timeline for completing the proposed services.

5. Discuss in detail proposed fees for this project, including but not limited to hourly rates, any fixed fees, and percentage incentive fees. Proposed fees are subject to negotiation.

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

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 1/2, 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, DISADVANTAGED* AND MINORITY BUSINESS ENTERPRISE UTILIZATION
CERTIFICATE*****

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

SMALL, DISADVANTAGED
& MINORITY BUSINESS ENTERPRISE NATURE OF WORK DOLLAR AMOUNT

Company Name:

Address:

Contact Person/Tel./E-mail:

SBE/DBE/MBE Category:

Company Name:

Address:

Contact Person/Tel./E-mail:

SBE/DBE/MBE Category:

Company Name:

Address:

Contact Person/Tel./E-mail:

SBE/DBE/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, disadvantaged and/or minority business enterprises, it will execute a binding contract with such small, disadvantaged 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: Refer to Title 49 of the Code of Federal Regulations for definition of Disadvantaged /DBEs.
**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, Disadvantaged* 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.

DRAFT FORM OF AGREEMENT

**REAL ESTATE AND PROPERTY MANAGEMENT SUPPORT SERVICES
AT NEW HAVEN UNION STATION CAMPUS
NEW HAVEN PARKING AUTHORITY
NEW HAVEN, CONNECTICUT
NHPA PROJECT #23-019**

**DRAFT AGREEMENT
BY AND BETWEEN
THE NEW HAVEN PARKING AUTHORITY
AND
[REDACTED] COMPANY
FOR
REAL ESTATE AND PROPERTY MANAGEMENT SUPPORT SERVICES
AT NEW HAVEN UNION STATION CAMPUS
NHPA PROJECT #23-019**

This Agreement entered into this [REDACTED] day of [REDACTED], 2024 by and between the New Haven Parking Authority (“NHPA”), a special purpose municipal authority by Special Act 51-473 of the General Assembly of the State of Connecticut, as amended, with offices at 232 George Street, New Haven, CT 06510, acting by and for the City of New Haven, and [REDACTED] Company, a [REDACTED] company offering professional [REDACTED] services, and which is organized and existing under the laws of the State of [REDACTED] and having offices at [REDACTED] (hereinafter referred to as “Real Estate and Property Management Support Services Contractor” or “Contractor”).

WITNESSETH THAT:

WHEREAS, New Haven Union Station Campus consists of the historic Union Station Building (train station), the underground passageway to the train platforms, the adjacent Parking Garage, the east side surface parking lot, the west lot, State Street Station, and the street-side grounds. The State of Connecticut owns New Haven Union Station Campus (the “Campus”), excluding some City of New Haven (the “City”) owned streets and grounds, and the City operates and maintains the Campus in partnership (the “Partnership”) with the Connecticut Department of Transportation (“CTDOT”) pursuant a certain Lease, Operating and Funding Agreement dated February 14, 2022 (the “LOFA”). Pursuant to the LOFA, the City has contracted with the New Haven Parking Authority (“NHPA” or the “Authority”) to serve as its Station Manager, Parking Manager, and Brokerage Manager (the “Manager”).

WHEREAS, the Partnership has determined a need for professional Real Estate and Property Management Support Services (the “Services”) for the Campus. A description of the Services is provided in Exhibit C below.

WHEREAS, NHPA issued a public request for proposals dated February 2024 for the Services; and

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

NOW, THEREFORE, NHPA and Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT OF CONTRACTOR

101. NHPA hereby engages Contractor and Contractor 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 Contractor shall be _____, _____ or such other qualified person as is designated in writing by Contractor and accepted by NHPA.
104. The Contractor shall have and maintain all applicable and necessary licenses, certifications, permits, and/or similar approvals. Upon request, such Documentation shall be made available to NHPA, and others as required by law.
105. The Contractor shall not subcontract any services to be performed under this Agreement without the prior written approval of NHPA. Any Subcontractors shall have and maintain applicable and necessary licenses, permits, and/or similar approvals and shall be made available upon request by NHPA, and others as required by law.
106. Independent Contractor: It is the express intention of the parties that Contractor and/or its Subcontractors shall be at all times an independent contractor, and not an employee of NHPA. Contractor retains the right to provide services for others during the term of this Agreement and is not required to devote Contractor's services exclusively to NHPA. Contractor will propose Contractor's own hours of work and will, in consultation with NHPA, determine the appropriate means and methods of carrying out the work and project. NHPA shall not provide Contractor with any employee benefits, and all payments to Contractor for services and work hereunder will be reported to appropriate taxing authorities via a Form 1099 or equivalent.

SECTION 2: SCOPE OF SERVICES

201. Contractor shall perform the services set forth under this Agreement in a satisfactory manner, as reasonably determined by NHPA. Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by NHPA; Provided, However, Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services agreed to by the Parties.
202. The Contractor shall perform the Services as more particularly described in the attached Exhibit **C**.
203. Pursuant to this Agreement, Contractor shall submit all drawings, reports, documents to NHPA for review and approval. NHPA shall endeavor to review and respond to

materials submitted by Contractor within fourteen (14) calendar days. In the event NHPA disapproves of any of the submitted materials, or any portion thereof, or requires additional materials in order to properly review the submission, Contractor shall revise such disapproved work and submit the revised work or the additional required material for review and approval. NHPA's review and approval of any document prepared by Contractor shall not be deemed an approval that said documents comply with applicable building, zoning or other public safety codes and ADA whatsoever.

204. Unless otherwise specified in this Agreement, Contractor shall submit all written materials in electronic and paper copies as required.
205. In performing the Services, Contractor shall consult with and attend meetings with NHPA at the request of NHPA, and local, State and Federal officials, and the like, as deemed necessary at the discretion of NHPA.
206. In performing the services required under this Agreement, any materials submitted by Contractor shall conform to the applicable provisions of Federal, State, and local laws and regulations including, but not limited to, the requirements of the Basic Building Code of the State of Connecticut, applicable zoning regulations, fire safety regulations, Americans with Disabilities Act, and any other applicable laws.
207. It is understood that NHPA will review all plans and materials submitted by Contractor as part of the Services, and Contractor shall revise, at its sole expense, all submitted plans or other materials which do not conform to applicable laws and regulations in effect during performance of the Services. Contractor shall indemnify NHPA for any costs or damages arising directly or indirectly from plans or other materials which contain errors or omissions, or which do not conform to applicable laws and regulations, irrespective of whether NHPA has approved such plans or materials.
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 Contractor and/or any of its Subcontractor under this Agreement, including any supplements thereto, or resulting from the nonperformance of the Contractor and/or any of its Subcontractor s 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 Contractor under the terms of this Agreement and also those performed for the Contractor by its Subconsultants, the Contractor 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 Contractor’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) Contractor and its Subcontractor 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 Contractor and its Subcontractor 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 Contractor and its Subcontractors 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 Contractor and its Subcontractor 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. Contractor 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.
- 209. All of the materials prepared by Contractor under this Agreement shall be the sole and exclusive property of NHPA, and Contractor shall label all drawings and documents accordingly. NHPA shall use materials prepared by Contractor under this Agreement solely for the purpose of this Project contemplated herein.
 - 210. The Services to be provided by Contractor shall consist of the Scope of Services as attached hereto as Exhibit C, as further described in NHPA’s Proposal Documents dated February 2024, and Contractor’s Proposal dated [REDACTED], 2024 and the clarifications and additional information provided by Contractor dated [REDACTED], 2024.
 - 211. The Contractor shall perform additional real estate and property management support services specified in subsections (A) and (B) below as may be requested by NHPA and upon approval of the Contractor’s cost estimate by the Operations Committee (as defined in the LOFA). No real estate and property management support services shall be performed under this Section without specific prior written authorization issued by NHPA after obtaining approval the Operations Committee.
 - A. Additional real estate and property management support services required due to unforeseen circumstances not caused by Contractor or due to change in law.
 - B. Additional real estate and property management support services requested and approved by the Operations Committee.

SECTION 3: INFORMATION AND ITEMS TO BE FURNISHED TO CONTRACTOR

- 301. NHPA will provide Contractor 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 Contractor for the purpose of Contractor carrying out services under this agreement; Provided, However, that Contractor shall be responsible for verifying all information provided by NHPA.
- 302. Contractor shall make arrangements at its cost for telecommunications, supplies, furnishings and other services it may require. NHPA will make available its meeting room for project meetings, to be scheduled appropriately by Contractor with the Executive Secretary in advance.

SECTION 4: TIME OF PERFORMANCE

- 401. Contractor shall perform the services set forth in Section 2 of the Agreement as follows:
 - A. All Services shall be substantially completed by [REDACTED], and specific sub-parts, if applicable, shall be completed by:
 - a. [REDACTED]
 - b. [REDACTED]
 - c. [REDACTED]
 - B. Additional services under Sections 211 and 212 requested by NHPA shall be performed at such times as NHPA may direct, after consultation with Contractor. —will be based on Selected Proposal—do not have information yet to fully realize and describe
- 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.
- 403. This Agreement may not be assigned by the Contractor, except as agreed upon by CTDOT, the City, and NHPA.

SECTION 5: COMPENSATION

501. NHPA shall compensate Contractor for satisfactory performance of the Services required under this Agreement:

- A. As set forth below, in a maximum amount not to exceed \$_____ Dollars and No Cents (\$_____.00), plus a _____% Incentive Fee for Exclusive Brokerage Listing of any base rent up to ten years for executed subleases. **Note: there is no brokerage commission fee; however, the Incentive Fee shall be paid in addition to approved hourly rates.** The Incentive Fee is at the sole discretion and subject to approval of the Operations Committee and shall meet at least one of the following objectives for brokered leases with tenants based on the following categories: 1) a local business with a pre-existing business address in the Greater New Haven Area (New Haven County); 2) a business that supports the traveling public but also attracts non-travelers (e.g., a coffee shop/bakery or high-end sandwich shop), 3) a certified Connecticut-based minority-owned/woman-owned person-with-disability-owned, or small business enterprise; 4) a business with a demonstrated effort to support local community charitable/civic events; 5) a business with experience working in railroad stations or large transportation facilities; and 6) other tenant use proposed by Contractor and pre-approved by the Operations Committee.

- B. Contractor will be compensated the Incentive Fee for Exclusive Brokerage Listing of ___% of the base rent of new tenants up to ten years. No Incentive Fee shall be earned until the affected sublease agreement has been executed and, if applicable, when tenant takes possession of the premises and remains open for business. No Incentive Fee shall be earned for existing tenants that renew their lease. However, Contractor shall be entitled to the hourly fee for any services it provides in relation to the lease renewal.

- C. NHPA shall compensate Contractor for satisfactory performance of the Basic Services required under Section 2 of the Agreement in an amount not to exceed \$_____, in accordance with the following hourly rate schedule plus ___%:

<u>Job Title / Name of Employee Assigned to this Project</u>	<u>Hourly Rate</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

Note, in part consideration for the selection of Contractor 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 hourly rates

shall remain in effect through [REDACTED]. Thereinafter, Contractor may adjust its rates to its then current standard hourly 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.

- D. In addition to the compensation provided in Subparagraph A, NHPA shall reimburse Contractor 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 Contractor's in-house services is as per standard hourly rates plus [REDACTED]%. Compensation for outside vendors is at cost plus [REDACTED]%; 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 Contractor in performing this Agreement including, but not limited to salaries; consultant 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 Contractor under this Agreement shall be made by NHPA on approval of payment requisitions certified by a principal of Contractor 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 Contractor 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 Contractor may mutually agree to adjust line items to best meet Project needs. NHPA may, prior to making any payment under this Agreement, require Contractor to submit to it such additional information with respect to Contractor's costs as it deems necessary.

SECTION 6: TERMS AND CONDITIONS

601. This Agreement is subject to and the Contractor shall comply with the provisions entitled New Haven Parking Authority Contract for Professional Services Terms and

Conditions, attached as Exhibit B to this Agreement. In the event any provision of Exhibit B conflicts with any provision in the body of this Agreement, the latter shall be controlling.

602. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut, the City of New Haven and NHPA, and shall commit no trespass on any private property in performing services under this Agreement.
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, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by NHPA.
604. NHPA and Contractor 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 Contractor to be performed hereunder. Such changes which are mutually agreed upon by and between NHPA and Contractor, shall be incorporated in written amendments executed by both parties to this Agreement.
609. Pursuant to all applicable requirements set forth in 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 Contractor shall comply with provisions required as stated herein per enclosed Exhibit "A", regarding work affecting New Haven Union Station Campus.
610. 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 Contractor, 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

Contractor:

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: **CONTRACTOR COMPANY**

By:
Its:
(Duly authorized)

Exhibit A
Requirements of the State

[See enclosure]

DRAFT

Exhibit B

NEW HAVEN PARKING AUTHORITY

CONTRACT FOR SERVICES

TERMS AND CONDITIONS

1. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the New Haven Parking Authority ("NHPA") shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof.

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

2. **Termination for Convenience of NHPA.** NHPA may terminate this Contract any time by a notice in writing from NHPA to the Contractor.

3. **Changes.** NHPA may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the fees to be paid to the Contractor, which are mutually agreed upon by and between NHPA and the Contractor, shall be incorporated in written amendments to this Contract.

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

(b) All the services required hereunder will be performed by the Contractor or under the Contractor'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 Contract.

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). The Contractor shall comply with applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submissions of affidavits required of subcontractors 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 Contract, the Contractor 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. 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, 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 subcontractor, as NHPA may direct as a means of enforcing the provisions of sub-paragraphs (a) through (e) herein.
- d. To file, along with its subcontractors, 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 the Contractor and its subcontractors, 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 Contract shall be discharged or in any way discriminated against because they have 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 their employer.

8. Compliance with Law. The Contractor 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 Contract shall be subcontracted without the prior written consent of NHPA. The Contractor shall be as fully responsible to NHPA for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

10. Assignability. The Contractor 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 the Contractor from NHPA under this Contract, if any, 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 Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

12. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

13. Findings Confidential. All of the services performed by the Contractor under this Contract are confidential and the Contractor 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 the Contractor's books of account in relation to this Contract 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 Contract. In the event NHPA elects to make such an audit, the Contractor shall immediately make available to NHPA all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and cancelled checks.

Exhibit C
Scope of Services

SCOPE OF SERVICES

The Real Estate and Property Management Support Services Contractor shall provide support on an as-needed basis at the request of the New Haven Parking Authority in performing its duties as the Station Manager, Parking Manager, and Brokerage Manager for the Campus. Support shall be provided, but not be limited to the following:

LEASING, LICENSING, AND PROPERTY MANAGEMENT

- Property Management of the Campus
- Collection of monthly rentals and other fees
- Billing and invoicing procedures
- Document procurement to potential Tenants
- Renewal procedures
- Tenant compliance with lease and regulations
- ADA compliance in a Key Rail station
- Compliance with applicable environmental rules and regulations
- Proper waste storage and removals
- Confirmation of proper Certificates of Insurance
- Coordination with tenants for necessary repairs
- Coordination with tenants for potential improvements
- Coordination with building management
- Tenant compliance with permits and licenses
- Coordination with Contractors and Subcontractors for work at the Campus
- Attendance at any applicable tenant meetings
- Necessary communications with Tenants
- Tenant feedback and issues
- Retail space and retail vending machines, subject to BESB waiver as applicable
- Office space
- Bus bay use and other bus access rights
- Event access and use (e.g. filming, photo shoots)
- Licensing for advertising or non-commercial informational messaging
- All other commercial space

TRAVEL AMENITIES

- Pick-up/drop-off parking spots
- Managing taxi and ride-sharing services
- Auto valet parking service
- Bicycle storage station

- Public IT resources such as Wi-Fi and charging stations
- Transportation/travel customer service center including rail and bus
- Information kiosk or desk
- Vending of travel-related items

PROCUREMENT OF TENANTS

- Provide recommendations on the types, placement and mix of retail and commercial service for the Re-Merchandizing Strategy for the Campus
- Review available applicable survey data of existing railroad station patrons to determine the types of retail and commercial services the patrons' desire, supplement survey data with professional observation and analysis, and prepare a report of findings
- Prepare a phased plan for allocation of retail and commercial services in the individual existing and proposed commercial spaces at the Campus
- Search for and cultivate potential retail and commercial tenants and assess their interest, needs and suitability at Union Station
- Structure leases for rents, rent abatement, construction, services, etc.
- Procurement and subleasing process for subleasing retail and commercial space at the Campus
- Updating the *Union Station Design Criteria for Tenant's Improvements*
- Tenancy agreements, concession agreements, license agreements, and other instruments granting rights at the Campus
- Engage with potential tenants and licensees to finalize and execute agreements
- Performance of all contract management tasks (e.g. monitoring compliance with contract requirements, tracking agreement terms and expiration dates)
- Update standard lease for tenants

MARKETING

- Prepare advertisements of available commercial and retail spaces at the Campus
- Placement of these documents for local, regional and national distribution, including accessing and creating MLS listings
- Coordinate planning for specific events
- Advertisement of available space
- Market real estate listings promptly and accurately and deploy a team to commence prospecting and generating leads
- Access information available about commercial real estate, and provide the Operations Committee with the latest data and timely market knowledge
- Develop a schedule of competitive rates and fees for space to be leased or licensed
- Prepare financial statements and reports:
 - Monthly financial statement for all brokering of the Campus submitted to the Operations Committee within fourteen (14) days after the close of each calendar month, a complete report of all monies collected, and reimbursable expenditures made during each previous month;

- Annual operating budget, including expenses, for real estate and property management support services, submitted to the Operations Committee no later than March 1; and
- Annual property performance analysis, submitted to the Operations Committee no later than March 1
- Maintain electronic copies of all executed tenant/vendor agreements in a secure searchable digital format and secure and accessible digital environment
- Create abstracts for all executed tenant/vendor agreements, providing an executive summary of the terms and conditions, stored in a secure searchable digital format and secure digital environment
- Provide valuation, market research, due diligence, and other support services to the Operations Committee as requested
- Provide expertise for optimal return on investment based on the planned occupancy and tenant retention, and enhance overall investment value in the Campus

ADDITIONAL SUPPORT SERVICES

- Maintain true and accurate books and records in conformity with generally accepted accounting principles, and generate monthly reports reflecting operational statistics, including all receipts and all expenditures, in connection with the brokerage of the Campus and the real estate and property management support services performed. The Operations Committee shall have the right, through its representatives, and at all reasonable times, to inspect and copy such books, records, reports, receipts and all supporting documentation
- Address tenant service requests and manage all tenant relations, communications and oversight
- Manage all tenants, vendors, licensees, and permittees at the Campus
- Prepare, negotiate and finalize all agreements with tenants, vendors, licensees, and permittees, with prior Operations Committee approval
- Perform routine on-site inspections and report any issues to the Operations Committee and as applicable the Station Manager or Parking Manager
- Be available on-site as required by the Operations Committee during set times during normal business hours to provide services
- Provide emergency 24/7/365 on-call service and any additional on-call services as required by the Operations Committee
- Bill, collect and deposit rent and fees from all tenants/vendors/licensees as directed by the Operations Committee
- Administer all tenant/vendor agreements and monitor compliance with requirements
- Enforce terms of all agreements, and work with the Operations Committee to seek available remedies, including appropriate legal actions, should there be any violations
- Review all tenant and vendor certificates of insurance and ensure compliance with coverage and limit requirements
- Receive, verify, and process bills for approved expenses incurred related to real estate support and property management services
- Identify recommended or required maintenance and renovations for the opportunity space and report to the Operations Committee

- Coordinate with tenants and other permitted occupants for approved work

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EXHIBIT “A”

REQUIREMENTS OF THE STATE OF CONNECTICUT

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 CONTRACTOR SHALL COMPLY WITH CERTAIN PROVISIONS REQUIRED AS STATED HEREIN

I. INSURANCE REQUIREMENTS AT UNION STATION CAMPUS FOR 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.

II. STATE AND FEDERALLY REQUIRED PROVISIONS

A. The bid documents specify the applicable compliance requirements with Disadvantaged/Minority and Women Business Enterprises. Additionally, see the applicable provisions in Schedule 5 attached to this Agreement.

B. The Contractor shall comply with the applicable provisions set forth in Schedule 6 attached to this Agreement, including Title VI requirements that must flow-down to contractors and tenants: The Recipient in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. §§ 2000d through 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. The Contractor acknowledges that it will comply with the applicable requirements under State law administered by the Connecticut Department of Labor, including but not limited to, standard wage (CGS § 31-57f) and prevailing wage (CGS § 31-53 and § 31-53a) that may apply to services performed under this Agreement.

D. CTDOT reserves the right to review contracts/agreements (to ensure required provisions included, whether by State requirement, e.g. State nondiscrimination, or by Federal requirement, e.g., Title VI, and any federal grant-specific requirements as may apply throughout the term) and reserves the right to direct removal of contractors throughout the term as CTDOT may determine, e.g., as a result of contractor violation of requirements, contractor suspension/disbarment from State work.

E. The Contractor shall comply with the requirements set forth in the "CTDOT Administrative and Statutory Requirements" attached as Schedule 7 to this Agreement.

Schedule 5

DBE Special Provisions Revised July 2020

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. *Broker* means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

B. *Contract, Agreement or Subcontract* means a legally binding relationship obligating a seller to furnish supplies or services (including but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.

C. *Contractor* means a consultant, second party or any other entity under Contract to do business with CTDOT or, as the context may require, with another Contractor (i.e. subcontractor) to CTDOT.

D. *CTDOT* means the Connecticut Department of Transportation.

E. *Disadvantaged Business Enterprise ("DBE")* means a for profit small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
3. Certified by CTDOT under Title 49 of the Code of Federal Regulations, Part 26, (Title 49 CFR Part 23 of the Code of Federal Regulations for Participation of Disadvantaged Business Enterprise in Airport Concessions)

F. *USDOT* means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").

G. *USDOT-assisted Contract* means any Contract between CTDOT and a Contractor (at any tier) funded in whole or in part with USDOT financial assistance.

H. *Good Faith Efforts ("GFE")* means all necessary and reasonable steps to achieve a DBE goal or other requirement which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

I. *Small Business Concern* means, with respect to firms seeking to participate as DBEs in USDOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts in 49 CFR Part 26, Section 26.65(b).

J. *Socially and Economically Disadvantaged Individual* means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Any individual who CTDOT finds, on a case-by-case basis, to be a socially and economically disadvantaged individual.
2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa;
 - “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
 - “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, or Federated States of Micronesia;
 - “Subcontinent Asian Americans”, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - Women;
 - Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

K. *Commercially Useful Function (“CUF”)* means the DBE is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved with its own forces and equipment. The DBE must be responsible for procuring, determining quantity, negotiating price, determining quality and paying for all materials (where applicable) associated with their work. The DBE must also perform at least 30% of the total cost of its contract with its own workforce.

II. ADMINISTRATIVE REQUIREMENTS

A. General Requirements

A DBE goal percentage equaling _____ percent (%) of the Contract value has been established for this Contract. This DBE goal percentage will be applied to the final Contract value to ultimately determine the required DBE goal. If additional work is required, DBE firms should be provided the appropriate opportunities to achieve the required DBE goal.

In order to receive credit toward the Contract DBE goal, the firms utilized as DBE subcontractors or suppliers must be certified as DBEs in the type of work to be counted for credit by CTDOT’s Office of Contract Compliance prior to the date of the execution of the subcontract. Neither CTDOT nor the State of Connecticut’s Unified Certification Program (UCP) makes any representation as to any DBE’s technical or financial ability to perform the work. Prime contractors are solely responsible for performing due diligence in hiring DBE subcontractors.

All DBEs shall perform a CUF for the work that is assigned to them. The Contractor shall monitor and ensure that the DBE is in compliance with this requirement. The Connecticut DBE UPC Directory of certified firms can be found on the CTDOT website <http://www.ct.gov/dot>. The directory lists certified DBE firms with a description of services that they are certified to perform. Only work identified in this listing may be counted towards the project’s

DBE goal. A DBE firm may request to have services added at any time by contacting CTDOT's Office of Contract Compliance. No credit shall be counted for any DBE firm found not to be performing a CUF.

Once a Contract is awarded, all DBEs that were listed on the pre-award DBE commitment document must be utilized. The Contractor is obligated to provide the value and items of the work originally established in the pre-award documentation to the DBE firms listed in the pre-award documentation. Any modifications to the pre-award commitment must follow the procedure established in Section II-C.

The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CTDOT's unit administering the Contract, CTDOT's Office of Contract Compliance and CTDOT's Office of Construction ("OOC"). Contact information for the designated liaison officer shall be furnished no later than the scheduled date for the pre-construction meeting.

The Contractor shall submit a bi-monthly report to the appropriate CTDOT unit administering the Contract. This report shall indicate what work has been performed to date, with the dollars paid and percentage of DBE goal completed.

Verified payments made to DBEs shall be included in this bi-monthly report. A sample form is included on the CTDOT website.

In addition, the report shall include:

1. A projected time frame of when the remaining work is to be completed for each DBE.
2. A statement by the Contractor either confirming that the approved DBEs are on schedule to meet the Contract goal, or that the Contractor is actively pursuing a GFE.
3. If retainage is specified in the Contract specifications, then a statement of certification that the subcontractors' retainage is being released in accordance with 1.08.01 (Revised or supplemented).

Failure by the Contractor to provide the required reports may result in CTDOT withholding an amount equal to one percent (1%) of the monthly estimate until the required documentation is received.

The Contractor shall receive DBE credit when a DBE, or any combination of DBEs, perform work under the Contract in accordance with this specification.

Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services, as verified by CTDOT, can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the Contractor or its affiliate cannot be counted toward the goal.

Monitoring of the CUF will occur by CTDOT throughout the life of the project. If it is unclear that the DBE is performing the work specified in its subcontract with the prime Contractor, further review may be required. If it is determined that the DBE is not performing a CUF, then the work performed by that DBE will not be counted towards the DBE goal percentage.

B. Subcontract Requirements

The Contractor shall submit to CTDOT's OOC all requests for subcontractor approvals on the standard CLA-12 forms provided by CTDOT. The dollar amount and items of work identified on the CLA-12 form must, at minimum, equal the dollar value submitted in the pre-award commitment. CLA-12 forms can be found at

<http://www.ct.gov/dot/construction> under the "Subcontractor Approval" section. All DBE subcontractors must be identified on the CLA-12 form, regardless of whether they are being utilized to meet a Contract goal percentage. A copy of the legal Contract between the Contractor and the DBE subcontractor/supplier, a copy of the Title VI Contractor Assurances and a copy of the Required Contract Provision for Federal Aid Construction Contracts (Form FHWA-1273) (Federal Highway Administration projects only) must be submitted along with a request for subcontractor approval. These attachments cannot be substituted by reference.

If retainage is specified in the Contract specifications, then the subcontract agreement must contain a prompt payment mechanism that acts in accordance with Article 1.08.01 (Revised or supplemented).

If the Contract specifications do not contain a retainage clause, the Contractor shall not include a retainage clause in any subcontract agreement, and in this case, if a Contractor does include a retainage clause, it shall be deemed unenforceable.

In addition, the following documents are to be included with the CLA-12, if applicable:

- An explanation indicating who will purchase material.
- A statement explaining any method or arrangement for utilization of the Contractor's equipment.

The subcontract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties. If the subcontract items of work or unit prices are modified, the procedure established in Section II-C must be followed.

Should a DBE subcontractor further sublet items of work assigned to it, only lower tier subcontractors who are certified as a DBE firm will be counted toward the DBE goal. If the lower tier subcontractor is a non-DBE firm, the value of the work performed by that firm will not be counted as credit toward the DBE goal.

The use of joint checks between a DBE firm and the Contractor is acceptable, provided that written approval is received from the OOC prior to the issuance of any joint check. Should it become necessary to issue a joint check between the DBE firm and the Contractor to purchase materials, the DBE firm must be responsible for negotiating the cost, determining the quality and quantity, ordering the material and installing (where applicable), and administering the payment to the supplier. The Contractor should not make payment directly to suppliers.

Each subcontract the Contractor signs with a subcontractor must contain the following assurance:

"The subcontractor/supplier/manufacturer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor/subcontractor/supplier/manufacturer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

C. Modification to Pre-Award Commitment

Contractors may not terminate for convenience any DBE subcontractor or supplier that was listed on the pre-award DBE commitment without prior written approval of the OOC. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Prior to approval, the Contractor must demonstrate to the satisfaction of the OOC, that it has good cause, as found in 49CFR Part 26.53 (f)(3), for termination of the DBE firm.

Before transmitting its request for approval to terminate pre-award DBE firms to the OOC, the Contractor must give written notice to the DBE subcontractor and include a copy to the OOC of its notice to terminate and/or substitute, and the reason for the notice.

The Contractor must provide five (5) days for the affected DBE firm to respond. This affords the DBE firm the opportunity to advise the OOC and the Contractor of any reasons why it objects to the termination of its subcontract and why the OOC should not approve the Contractor's action.

Once the Contract is awarded, should there be any amendments or modifications of the approved pre-award DBE submission other than termination of a DBE firm, the Contractor shall follow the procedure below that best meets the criteria associated with the reason for modification:

1. If the change is due to a scope of work revision or non-routine quantity revision by CTDOT, the Contractor must notify CTDOT's OOC in writing or via electronic mail that their DBE participation on the project may be impacted as soon as they are aware of the change. In this case, a release of work from the DBE firm may not be required; however the Contractor must concurrently notify the DBE firm in writing, and copy the OOC for inclusion in the project DBE file. This does not relieve the Contractor of its obligation to meet the Contract specified DBE goal, or of any other responsibility found in this specification.
2. If the change is due to a factor other than a CTDOT directive, a request for approval in writing or via electronic mail of the modification from the OOC must be submitted, along with an explanation of the change(s), prior to the commencement of work. The Contractor must also obtain a letter of release from the originally named DBE indicating their concurrence with the change, and the reason(s) for their inability to perform the work. In the event a release cannot be obtained, the Contractor must document all efforts made to obtain it.
3. In the event a DBE firm that was listed in the pre-award documents is **unable** or **unwilling** to perform the work assigned, the Contractor shall:
 - Notify the OOC Division Chief immediately and make efforts to obtain a release of work from the firm.
 - Submit documentation that will provide a basis for the change to the OOC for review and approval prior to the implementation of the change.
 - Use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. The Contractor should also contact CTDOT's Office of Contract Compliance for assistance in locating additional DBE firms to the extent needed to meet the contract goal.

Should a DBE subcontractor be terminated or fail to complete work on the Contract for any reason, the Contractor must make a GFE to find another DBE subcontractor to substitute for the original DBE. The DBE replacement shall be given every opportunity to perform at least the same amount of work under the Contract as the original DBE subcontractor.

If the Contractor is unable to find a DBE replacement:

- The Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE. (Refer to GFE in Section III.)

- The Contractor must demonstrate that the originally named DBE, who is unable or unwilling to perform the work assigned, is in default of its subcontract, or identify other issues that affected the DBE firm's ability to perform the assigned work. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.**

III. GOOD FAITH EFFORTS

The DBE goal is **NOT** reduced or waived for projects where the Contractor receives a Pre-Award GFE determination from the Office of Contract Compliance prior to the award of the Contract. It remains the responsibility of the Contractor to make a continuing GFE to achieve the specified Contract DBE goal. The Contractor shall pursue every available opportunity to obtain additional DBE firms and document all efforts made in such attempts.

At the completion of all Contract work, the Contractor shall submit a final report to CTDOT's unit administering the Contract indicating the work done by and the dollars paid to DBEs. Only verified payments made to DBEs performing a CUF will be counted towards the Contract goal.

Goal attainment is based on the total Contract value, which includes all construction orders created during the Contract. If the Contractor does not achieve the specified Contract goal for DBE participation or has not provided the value of work to the DBE firms originally committed to in the pre-award submission, the Contractor shall submit documentation to CTDOT's unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

A GFE should consist of the following, where applicable (CTDOT reserves the right to request additional information):

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.
2. A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm contacted; the date of contact and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and the response from firms contacted.
3. Provide a detailed explanation for each DBE that submitted a subcontract proposal which the Contractor considered to be unacceptable stating the reason(s) for this conclusion.
4. Provide documentation, if any, to support contacts made with CTDOT requesting assistance in satisfying the specified Contract goal.
5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal. Additional documentation of efforts made to obtain DBE firms may include but will not be limited to:
 - Negotiations held in good faith with interested DBE firms, not rejecting them without sound reasons.
 - Written notice provided to a reasonable number of specific DBE firms in sufficient time to allow effective participation.
 - Those portions of work that could be performed by readily available DBE firms.

In instances where the Contractor can adequately document or substantiate its GFE and compliance with other DBE Program requirements, the Contractor will have satisfied the DBE requirement and no administrative remedies will be imposed.

IV. PROJECT COMPLETION

At the completion of all Contract work, the Contractor shall:

1. Submit a final report to CTDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs.
2. Submit verified payments made to all DBE subcontractors for the work that was completed.
3. Submit documentation detailing any changes to the DBE pre-award subcontractors that have not met the original DBE pre-award commitment, including copies of the Department's approvals of those changes.
4. Retain all records for a period of three (3) years following acceptance by CTDOT of the Contract and those records shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records are resolved.

If the Contractor does not achieve the specified Contract goal for DBE participation in addition to meeting the dollar value committed to the DBE subcontractors identified in the pre-award commitment, the Contractor shall submit documentation to CTDOT's unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

V. SHORTFALLS

A. Failure to meet DBE goals

As specified in (II-A) above, attainment of the Contract DBE goal is based on the final Contract value. The Contractor is expected to achieve the amount of DBE participation originally committed to at the time of award; however, additional efforts must be made to provide opportunities to DBE firms in the event a Contract's original value is increased during the life of the Contract.

The Contractor is expected to utilize the DBE subcontractors originally committed in the DBE pre-award documentation for the work and dollar value that was originally assigned.

If a DBE is terminated or is unable or unwilling to complete its work on a Contract, the Contractor shall make a GFE to replace that DBE with another certified DBE to meet the Contract goal.

The Contractor shall immediately notify the OOC of the DBE's inability or unwillingness to perform, and provide reasonable documentation and make efforts to obtain a release of work from the firm.

If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE.

When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make a GFE to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the Contract goal.

For any DBE pre-award subcontractor that has been released appropriately from the project, no remedy will be assessed, provided that the Contractor has met the criteria described in Section II-C.

B. Administrative Remedies for Non-Compliance:

In cases where the Contractor has failed to meet the Contract specified DBE goal or the DBE pre-award commitment, and where no GFE has been demonstrated, then one or more of the following administrative remedies will be applied:

1. A reduction in Contract payments to the Contractor as determined by CTDOT, not to exceed the shortfall amount of the **DBE goal**. The maximum shortfall will be calculated by multiplying the Contract DBE goal (adjusted by any applicable GFE) by the final Contract value, and subtracting any verified final payments made to DBE firms by the Contractor.
2. A reduction in Contract payments to the Contractor determined by CTDOT, not to exceed the shortfall amount of the **pre-award commitment**. The maximum shortfall will be calculated by subtracting any verified final payments made by the Contractor to each DBE subcontractor from the amount originally committed to that subcontractor in the pre-award commitment.
3. A reduction in Contract payments to the Contractor determined by CTDOT for any pre-award DBE subcontractor who has not obtained the dollar value of work identified in the DBE pre-award commitment and has not followed the requirements of Section II-C or for any DBE firm submitted for DBE credit that has not performed a CUF.
4. The Contractor being required to submit a written DBE Program Corrective Action Plan to CTDOT for review and approval, which is aimed at ensuring compliance on future projects.
5. The Contractor being required to attend a Non-Responsibility Meeting on the next contract where it is the apparent low bidder.
6. The Contractor being suspended from bidding on contracts for a period not to exceed six (6) months.

VI. CLASSIFICATIONS OTHER THAN SUBCONTRACTORS

A. Material Manufacturers

Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

If the Contractor elects to utilize a DBE manufacturer to satisfy a portion of, or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Material Suppliers (Dealers)

Credit for DBE dealers/suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from an approved DBE dealer/supplier.

In order for a firm to be considered a regular dealer, the firm must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. At least one of the following criteria must apply:

- To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the regular dealers' own distribution equipment shall be by long term lease agreement, and not on an ad hoc or contract to contract basis.
- Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

If the Contractor elects to utilize a DBE supplier to satisfy a portion or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

C. Brokering

- Brokering of work for DBE firms who have been listed by the Department as certified brokers is allowed. Credit for those firms shall be applied following the procedures in Section VI-D.
- Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. DOT, Office of the Inspector General for prosecution under Title 18, U.S. Code, Part I, Chapter 47, Section 1020.

D. Non-Manufacturing or Non-Supplier DBE Credit

Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

- Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the OOC to be reasonable and consistent with fees customarily allowed for similar services.
- The fees charged only for delivery of materials and supplies required on a job site when the hauler, trucker, or delivery service is a DBE, and not the manufacturer, or regular dealer of the materials and supplies, and provided that the fees are determined by the OOC to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by CTDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. Trucking

While technically still considered a subcontractor, the rules for counting credit for DBE trucking firms are as follows:

- The DBE must own and operate at least one fully licensed, insured, and operational truck used on the Contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks from a non-DBE firm; however the DBE may only receive credit for any fees or commissions received for arranging transportation services provided by the non-DBE firms. Additionally, the DBE firm must demonstrate that they are in full control of the trucking operation for which they are seeking credit.

VII. Suspected DBE Fraud

In appropriate cases, CTDOT will bring to the attention of the USDOT any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g. referral to the Department of Justice for criminal prosecution, referral to USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49 CFR Part 31.

**CONNECTICUT DEPARTMENT OF TRANSPORTATION
(OFFICE OF CONSTRUCTION)
BUREAU OF ENGINEERING AND CONSTRUCTION**

This affidavit must be completed by the State Contractor's DBE notarized and attached to the contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DBE contract requirements; failure to do so will result in not receiving credit towards the contract DBE requirement.

State Contract No. _____

Federal Aid Project No. _____

Description of Project _____

I, _____, acting in behalf of _____,

(Name of person signing Affidavit)

(DBE person, firm, association or corporation)

of which I am the _____ certify and affirm that _____

(Title of Person)

(DBE person, firm, association or corporation)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and

(DBE person, firm, association or Corporation)

for the provision of the materials and/or supplies sought by _____.

If a manufacturer, I operate or maintain a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract an of the general character described by the specifications.

If a supplier, I perform a commercially useful function in the supply process. As a regular dealer, I, at a minimum, own and operate the distribution equipment for bulk items. Any supplementing of my distribution equipment shall be by long-term lease agreement, and not on an ad hoc or contract-by-contract basis.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Corporation or Firm)

(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this _____ day of _____ 20 _____.

Notary Public (Commissioner of the Superior Court)

My Commission Expires _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____

(Official)

(President)

of the Corporation named in the foregoing instrument; that I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporation powers.

(Signature of Person Certifying)

(Date)

GENERAL

Schedule 6

TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Nondiscrimination in Federally-assisted programs of the United States Department of Transportation Federal Highway Administration and Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration or Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Recipient or the Federal Highway Administration or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

TITLE VI CONTRACTOR ASSURANCES - page 2

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI CONTRACTOR ASSURANCES - page 3

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

Schedule 7

CTDOT ADMINISTRATIVE AND STATUTORY REQUIREMENTS

1. For the purposes of this Schedule,

“Agency” means CTDOT;

“Business Associate” is defined in 45 C.F.R. § 160.103;

“Contract” means this Agreement;

“Contractor” means CITY; and

“Contractor Parties” means City Parties.

2. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any

other section, this section shall govern.

5. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

6. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for

protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Agency.

7. Executive Orders and Other Enactments.

(a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract

during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Agency's authority to require compliance with the Enactments.

(b) This Contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it.

(c) The Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this section is applicable, it is deemed to be incorporated into and made a part of the Contract as if fully set forth in it.