



275 Wilson Avenue
Norwalk, CT 06854

**REQUEST FOR PROPOSALS
FOR
ON-DEMAND TRANSPORTATION SOLUTION**

RFP # 2019-01

March 22, 2019

INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Norwalk Transit District (“NTD”) invites proposals and qualification statements from consultants with outstanding qualifications, experience and knowledge to provide an On-Demand Transportation Solution. Appendix B of this Request for Proposal (RFP) provides detailed information regarding the scope of services. NTD intends to award a 3-year Contract with the option to renew for two additional 1-year periods.

This RFP includes these Instructions to Proposers, the attached Pricing Proposal (Appendix A), the attached Scope of Work (Appendix B), the attached draft Agreement (Appendix C) that the successful Proposer will enter into with NTD, and the Federal Transit Administration Required Clauses and Other Required Forms (Appendix E). Definitions of undefined, capitalized terms included in these Instructions to Proposers are found in the attached Scope of Work or the draft Agreement.

2. BACKGROUND

The Norwalk Transit District (the “District”) is a quasi-municipal corporation operating under the authority of Title 7 Chapter 103a of the Connecticut General Statutes. There are two Commissioners who form the Board of Commissioners, the policy making body of the District. The District has broad powers to acquire, operate, finance, plan, develop, maintain and otherwise provide all forms of land transportation and related services.

The District is eligible and authorized under state and local law to request, receive, and manage grant funds and to execute and administer grant-funded projects. The District provides a variety of services in support of public transportation in southwest Connecticut.

Most District services are directly operated, except for some supplemental para-transit service contracted out to local non-profit agencies. The population of all communities served throughout Fairfield County is in excess of 900,000. The primary service area of Norwalk and Westport has a population of 110,000.

Services consist of 8 bus routes that operate Monday through Friday and 6 routes that operate on Saturday, generally from 6:00 a.m. to 7:30 p.m. Additional services known as the Norwalk Evening and Sunday Shuttles operate on two routes, one serving the Connecticut Avenue corridor and the second serving the Main Avenue corridor.

In addition, the District operates commuter bus service, servicing the train station in Norwalk, Westport, and Greenwich and the Norwalk Community College, Merritt 7 buildings, 10/20 Westport Road, Norwalk Hospital, and Greenwich Hospital.

Norwalk has six Commuter Connection Shuttle routes. Four shuttles meet Metro-North Railroad trains at the South Norwalk Rail Station and one meets trains at the Saugatuck Rail Station.

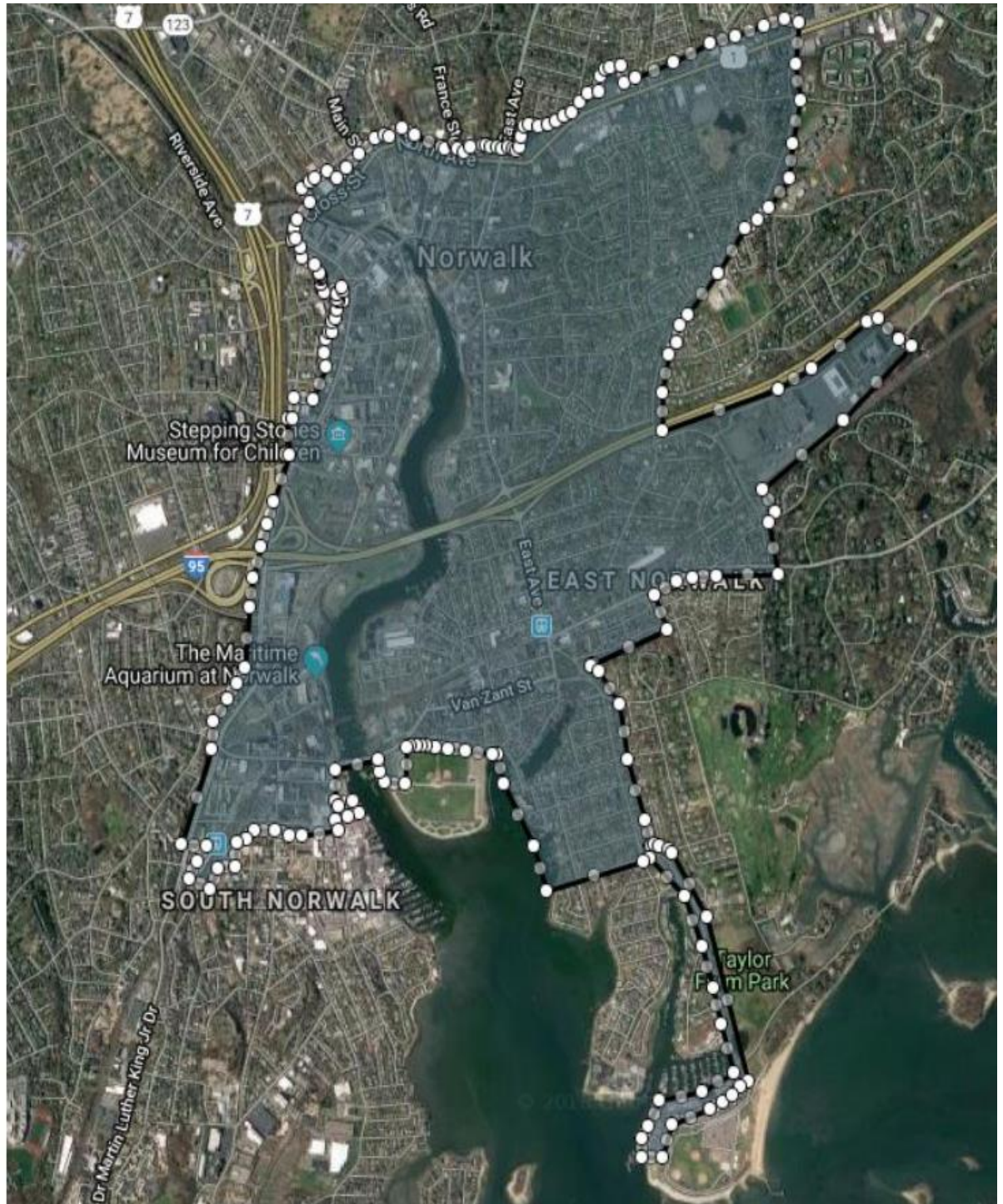
Within the Town of Westport, the District operates commuter services on seven routes weekdays to and from the Saugatuck and Green Farms Rail Stations.

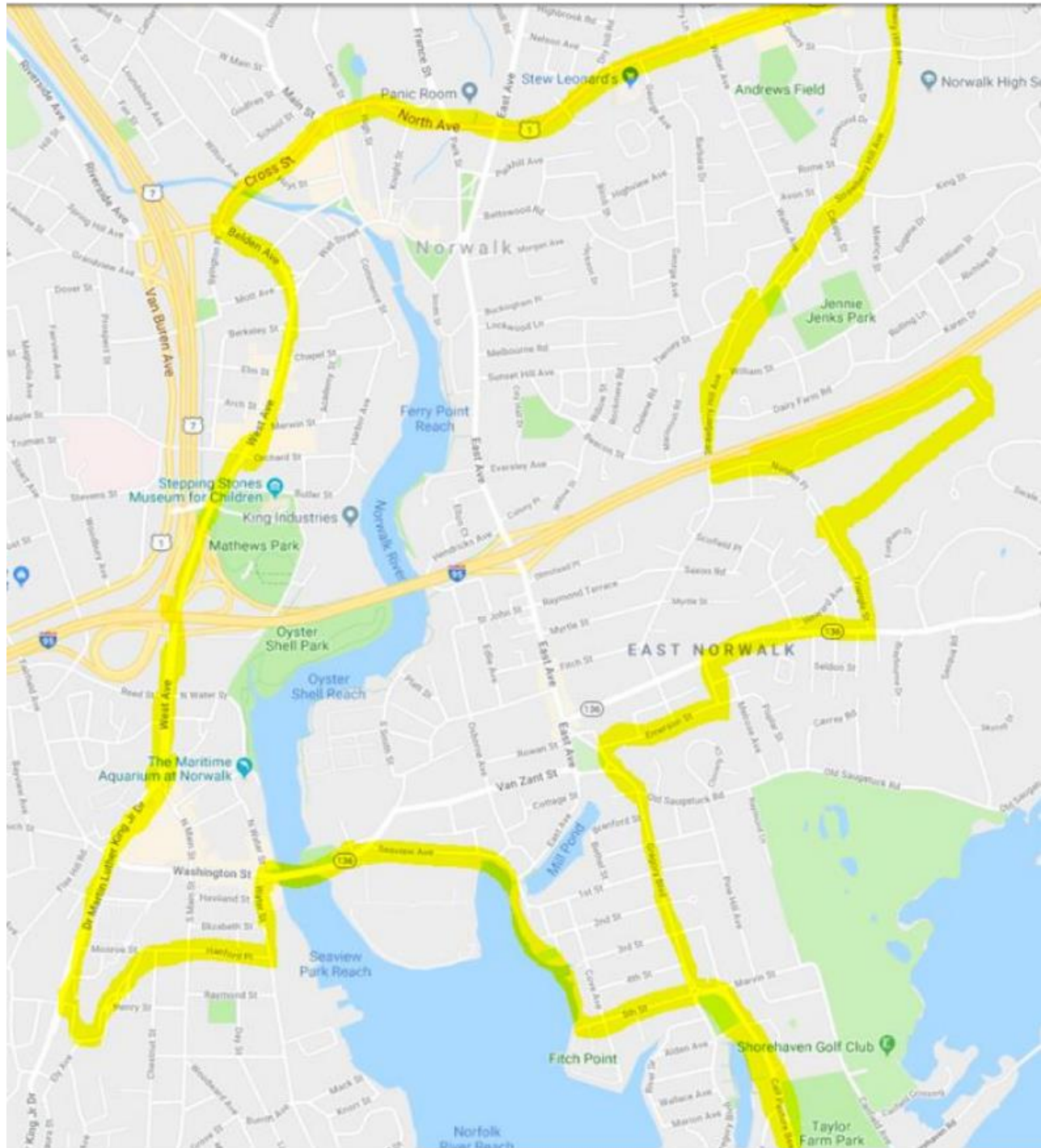
In Greenwich, the District operates two commuter shuttles that serve the Greenwich Metro-North Rail Station.

In cooperation with Greater Bridgeport Transit and the Milford Transit District, the District operates the Coastal Link, a regional fixed route bus service along the Route 1 corridor through Norwalk, Westport, Fairfield, Bridgeport, Stratford, and Milford.

The District provides ADA complementary para-transit services both directly and under contract through a variety of programs: Dispatch-A-Ride (serving Norwalk), Easy Access (serving Stamford), and Westport Elderly & Disabled (serving Westport). An inter-jurisdictional ADA complementary para-transit service is provided through the District's Town-to-Town program, which serves Westport and Wilton. In addition, para-transit services for the elderly are provided in Westport.

The District currently provides Wheels2U service, a Microtransit Pilot Program, on-demand shuttle service (like Lyft or Uber) operated within a designated zone in Norwalk that provides a unique and convenient alternative mode of transportation. The shuttle drivers have an app in each shuttle to provide navigation, live traffic conditions and real-time pick-up and drop-off information. The Wheels2U service is intended to improve the connection between South Norwalk, Maritime Aquarium, The Sono Collection, Wall Street area, and other attractions. See the maps below for specific geographic boundaries.





3. SCOPE OF WORK OVERVIEW

This RFP anticipates the award of an Agreement for the work, materials, and services described in the Scope of Work (Appendix B) and the draft Agreement (Appendix C). The successful Proposer will provide a Platform that supplies an on-demand environment for delivering, managing, and supporting Norwalk Transit’s “Wheels 2U” demand responsive operations.

4. GENERAL INSTRUCTIONS TO PROPOSERS

- A. **Communications and Access to Information:** Questions regarding the RFP must be submitted in writing or e-mail to:

Lori Richards
Procurement and Grants Manager
Norwalk Transit District
275 Wilson Avenue
Norwalk, CT 06854
Ph. 203-852-0000 ext. 162
lrichards@norwalktransit.com

All RFP questions must be submitted no later than **5 p.m. Eastern Time (E.T.) on April 10, 2019**. Except as may be determined by NTD, no questions will be considered or addressed after this time. Questions will be responded to in writing via Addendum by no later than **April 12, 2019**.

RFP information including Addenda will be available on the following websites:

<https://www.norwalktransit.com/procurement> and
http://www.biznet.ct.gov/scp_search/Default.aspx.

Responders are responsible for monitoring these websites for posting of any Addenda to the RFP.

Additional background program information can be found at the NTD website via the following link: www.norwalktransit.com.

All contact with NTD regarding this RFP must be made only with Procurement staff; attempts to contact any other individuals at NTD with regard to this procurement may result in disqualification from competing in this procurement.

- B. **Delivery of RFP Responses:** The Proposal shall be in sealed envelopes upon which a clear indication has been made of the RFP reference title, the date and time the Proposal is due, and the name and address of the Proposer. The Price Proposal must be provided in a separate, sealed envelope from the Technical Proposal, as more particularly described below in Section 5.
- C. **Signature and Responsible Person(s):** The Proposal shall be signed by an official authorized to bind the Proposer. The Proposal shall also provide the name, title, address, email, and telephone number for individual(s) with authority to negotiate and contractually bind the Proposer, and for those who may be contacted for the purpose of clarifying the information provided.
- D. **Submittal Deadline:** Proposals shall be delivered via courier (e.g., UPS, FedEx) or hand delivery and received no later than **April 19, at 3:00 p.m., E.S.T.** at the following address:

Lori Richards
Procurement and Grants Manager
Norwalk Transit District
275 Wilson Avenue
Norwalk, CT 06854

No proposals received after this deadline will be considered.

NTD may amend this RFP, at its discretion, prior to the Proposal submission deadline by issuing Addenda to the RFP. In such event, NTD, at its sole discretion, may extend the Proposal submission deadline as it deems appropriate.

All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Proposer. Proposers shall not include any such expenses as part of the price proposed in response to the RFP.

A submission of a proposal will be considered by NTD as constituting a legal offer by the Proposer to perform the required services at the proposed price.

- E. **Copies:** Proposers shall submit one (1) ORIGINAL and three (3) copies of the Proposal and one (1) electronic (.pdf) copy on a CD or USB flash drive.
- F. **Pre-Proposal Conference:** A Pre-Proposal Conference will be held by NTD on **Thursday, April 4, 2019 at 11:00 a.m.**, in the NTD Conference Room, 275 Wilson Avenue, Norwalk, CT 06854. The purpose of the conference is to discuss the requirements of this solicitation, review the technical requirements of the scope of services, and to respond to questions regarding the RFP. Attendance is highly recommended but is not mandatory.

Questions relating to the Request for Proposals and requests for clarification may be submitted in writing or email to lrichards@norwalktransit.com, at least three (3) days in advance of the conference to allow adequate time for answers to be considered and prepared by NTD for the conference.

NTD may summarize, in writing, the questions and responses given at this meeting, in the form of an Addendum. NTD will issue any Addendum to all Proposers that received a copy of the RFP, at least 5 working days prior to the Proposal submittal deadline.

If any Proposer contemplating submission of a Proposal believes that there is an error in this RFP, is in doubt as to the true meaning of any part of this RFP, objects to any contract provision, or needs an extension of time, the Proposer may submit a written inquiry or request to NTD not later than 10 working days prior to the Proposal submittal deadline. Written responses that are published in the form of an addendum to this RFP will be released to all parties that received a copy of this RFP at least 5 working days prior to the Proposal submittal deadline. Addenda to this RFP will be binding on NTD and will become part of the Contract. If necessary, NTD may extend the Proposal submittal deadline to allow Proposers sufficient time to respond to any addenda. Any oral or

informal written explanations or interpretations of the documents are not binding on NTD. Only addenda issued by NTD effectuate changes to the RFP and are binding on NTD.

NTD reserves the right to reject any and all Proposals resulting from this RFP if NTD deems that it is in the best interest of NTD to do so. NTD may elect to make an award of the subject contract as direct result of Proposals received or elect to negotiate with Proposers.

- G. **Procurement and Appeals Process:** NTD's procurement procedures and appeals process are contained in Appendix D attached hereto and made a part hereof.
- H. **Funding:** Any contract resulting from this request for proposals is subject to a financial assistance contract between NTD, the Federal Transit Administration and the Connecticut Department of Transportation. All firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

No proposal will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the State of Connecticut upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut.

- I. **Validity of Proposals:** Proposers agree that their proposals remain valid for a period of ninety (90) days after the above cited due date for submission of proposals and may be extended beyond that time by mutual agreement.

Proposers agree that the technical portion of their proposals (not including proprietary or pricing information) may be released to other bidders upon announcement of award, if requested by such other bidders.

By responding to this RFP, the proposer implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. It is further implied that the proposer did not participate in NTD's RFP development process, had no knowledge of the specific contents of this RFP prior to its issuance, and that no employee of NTD participated directly or indirectly in the firm's proposal preparation.

- J. **Proposal Withdrawal:** The Proposer's authorized representative may, prior to the date and time set as the deadline for receipt of proposals; modify or withdraw a proposal in person or by written or facsimile notice to the official listed in this document. If a proposal is modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written or facsimile notices shall be received at Norwalk Transit District's office, 275 Wilson Avenue,

Norwalk, CT 06854, fax 203-299-5166 no later than the date scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposals may not be withdrawn for ninety (90) calendar days.

- K. **Insurance Requirements:** The Contractor will be required to carry, and shall ensure that subcontractor(s) carry, for the term of the Contract and any amendment thereto, for the services performed under the terms of the Contract and those performed for the Contractor by its subcontractors, with NTD being named as an additional insured party, the following minimum insurance coverage's. In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified below, NTD shall also be named as an additional insured.

Commercial General Liability

The Contractor 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 anyone accident or occurrence, and for all damages arising out of injury to or destruction of property in anyone accident 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 or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

Commercial Business Automobile Liability

The operation of all motor vehicles, including those owned, hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing a total of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

Workers' Compensation Insurance

With respect to all administrative services the Contractor performs and all those performed for the Contractor by its subcontractors, the Contractor and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively.

Technology Professional Liability Errors and Omissions Insurance

Appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and must include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy, violations, information theft, release of private information, extortion and network security. The policy must provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- a. The Policy must include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of NTD in the care, custody, or control of Consultant. If not covered under Consultant’s liability policy, such “property” coverage of NTD may be endorsed onto Consultant’s Cyber Liability Policy as covered property as follows:
- b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of NTD that will be in the care, custody, or control of Consultant.
- c. The Insurance obligations under this agreement must be the greater of 1-all the Insurance coverage and limits carried by or available to Consultant; or 2-the minimum insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, must be available to NTD. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of Consultant under this agreement.

Certificate of Insurance

In conjunction with the above, the Contractor agrees to furnish to NTD a Certificate of Insurance fully executed by an insurance company or companies satisfactory to NTD/State for the insurance policy or policies required hereinabove which policy or policies shall be in accordance with terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy(ies) shall be indicated on the certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

Proof of Coverage

All required ENDORSEMENTS must be attached to the CERTIFICATE OF INSURANCE, which must be provided by Consultant’s insurance company and broker as evidence of the stipulated coverage, including any renewals during the term of the Contract, then mailed and or emailed to:

Norwalk Transit District
Attn: Lori Richards, Procurement and Grants Manager
275 Wilson Avenue
Norwalk, CT 06854
lrichards@norwalktransit.com

Thirty days’ prior written notice of cancellation must be given to NTD in the event of any change in policy or cancellation of policy. All such notices must be sent to the address above.

L. Reserved.

- M. **Required Certifications:** The Proposer must submit the completed and signed certifications shown in Appendix E. Failure to submit the certifications will result in the proposal not being evaluated.

N. RFP Timelines:

RFP Release Date	Friday, March 22, 2019
Pre-Proposal Conference	Thursday, April 4, 2019, 11:00 a.m.
Questions/Approved Equals Due	Wednesday, April 10, 2019, 5:00 p.m.
Final Addendum	Friday, April 12, 2019, 5:00 p.m.
Proposal Due	Friday, April 19, 2019, 3:00 p.m.
Proposal Summary / Intent to Award Date	Friday, April 26, 2019
Protest Period Ends	Friday, May 3, 2019
Contract Award	May, 2019

NTD reserves the right to make changes to the above-mentioned timelines. All such changes shall be made by an amendment to the solicitation. Offerors should frequently check for information concerning this solicitation, including amendments, on the following websites:

<https://www.norwalktransit.com/procurement> and
http://www.biznet.ct.gov/scp_search/Default.aspx.

5. PROPOSAL REQUIREMENTS

A. Submittal Format and Content

Offerors shall submit one (1) original proposal in two (2) volumes, with original signatures; plus three (3) copies and one (1) electronic copy in a sealed envelope or carton. Unnecessarily elaborate proposals and/or lengthy presentations are not desired.

Offerors must ensure that no pricing information is presented in any volume except in Volume 1, the Pricing Proposal. A complete proposal consists of two (2) separate volumes. All written documentation shall be submitted in the appropriate volume marked with the respective tabs described below.

Proposals shall be sectionalized as described below. At a minimum, the items described in each section below should be addressed. Proposal sections are as follows:

(1) Volume 1: Pricing Proposal Form/Contract Forms

Volume 1 shall be submitted in a separate envelope from Volume 2 in one (1) ORIGINAL and three (3) copies, plus one (1) electronic copy. Volume 1 should be structured as follows:

Tab A – Appendix A, Pricing Proposal Form

Tab B – Exceptions and Assumptions in Price Proposal

Tab C – Appendix E, Federal Transit Administration Required Clauses and Other Required Forms
Certifications

Tab D – Firm Financial Data

Tab E – W-9

(2) Volume 2: Technical Proposal

The technical proposal shall be organized as described below and submitted in a separate binder from Volume in one (1) ORIGINAL and three (3) copies, plus one (1) electronic copy.

<u>Tab</u>	<u>Contents</u>
--	Letter of Transmittal
A	Contract Understanding
B	Contract Staffing and Experience
C	Contract Work Plan
D	Certifications
E	Exceptions to the Contract
F	Appendices

Each Tab should be clearly defined and tabbed for easy reference. A proposal that does not address all of the required submittals and associated documentation may be deemed non-responsive. No oral, telephonic or faxed proposals will be considered. A Proposer submitting a non-responsive Proposal will not be eligible for award.

NTD considers the Proposal content and completeness to be most important. Clear and effective presentations are preferred. Elaborate, decorative, extraneous, colored, and non-recyclable materials are strongly discouraged. The proposal must be submitted in an 8-1/2" x 11" format with foldouts from this basic size provided as necessary. The cover must clearly contain the RFP title and the Proposer's firm name(s).

B. Submittal Content

Volume 1: Pricing Proposal Forms

Appendix A, Pricing Proposal Form is included in this solicitation and must be returned with the offeror's proposal in order to be deemed responsive. The offeror shall not re-format these required forms. Any reformatted forms submitted with the proposal may cause the proposal to be deemed non-responsive.

(Tab A) Appendix A, Pricing Proposal Form. This section shall contain the offeror's fee (price) proposal utilizing the format provided in Appendix A. Offerors must provide pricing for all items to be considered for award of the contract.

(Tab B) Exceptions and Assumptions to Solicitation Provisions, Pricing Proposal. The offeror shall provide all exceptions taken to the pricing portion of the solicitation in this section. If the offeror does not take exception to the solicitation provisions, an affirmative statement to that effect shall be provided in this section.

(Tab C) – Appendix E, Federal Transit Administration Required Clauses and Other Required Forms Certifications. The offeror shall must sign and submit the following documents located in Appendix E of the RFP. Only Prime Proposers are required to sign and submit the Certifications with Proposals. If any certifications are subsequently required from the successful Proposer's team of subconsultants, they must be submitted to NTD before the Contract with the successful Proposer

is executed.

- Requirements of the Federal Transit Administration of the U.S. Department of Transportation - Clauses
- State of Connecticut Requirements
- Required Proposal/Bid Forms
- Affirmative Action Policy Statement
- Assignment of Responsibilities
- Affidavit of Non-Collusion/Conflict of Interest
- State of Connecticut Required Affidavit of Suspension and Debarment
- Title VI Contractor Assurance Required by the State of Connecticut
- Buy America Certificate
- FTA Certification of Restrictions on Lobbying
- Disclosure of Lobbying Activities
- Fly America Requirements
- DBE Utilization Form
- DBE Participation Schedule
- Contractor/DBE Form
- SBE Utilization Form
- SBE Participation Schedule
- Contractor/SBE Form
- Responsibility Questionnaire
- Acknowledgement of Addenda

(Tab D) Firm Financial Data. Offeror shall submit the firm's bank reference, including the name, address and phone number of a contact person, or a letter of reference from the bank where the firm holds a corporate account. Offeror also shall submit the firm's most recent financial statement covering the past three (3) years of operation, or the most recent audited annual report.

(Tab E) W-9 Form. Offeror shall submit a W-9 Form.

Volume 2: Technical Proposal: The combined length of the technical proposal should not exceed forty (40) pages in length.

Letter of Transmittal – The letter of transmittal must be signed by an officer authorized to make a binding commitment for the firm(s) submitting the Proposal. Failure to submit a properly-signed transmittal letter may render the Proposal non-responsive. The letter of transmittal must be addressed to Lori Richards, Procurement and Grants Manager and should include:

- An identification of the firm(s) involved in the Proposal. If Proposer is a joint venture, Proposer must include a statement acknowledging that all parties to the joint venture will enter individually into a contract with NTD and on behalf of the joint venture, and state the joint venture's name.
- A statement that the Proposer has reviewed the insurance requirements and the sample contract.
- A statement that the Proposal and its terms will remain in effect for 90 calendar days after the deadline for receipt of the Proposal by NTD.
- A contact person to be notified of the Selection Committee's decision and coordinate negotiations, if necessary, including a telephone number, fax number, email and physical mailing address.
- The name of the individual(s) with authority to bind the company during the 90-day period following submission of the Proposal.
- The legal form of the firm, i.e., sole proprietor, partnership, corporation, etc. If the firm is a corporation, the state in which the company was incorporated must be identified.

(Tab A) – Contract Understanding

The Proposal must contain a description of how Proposer intends to organize its approach to the Contract. Proposer must describe how it perceives its role, and any subconsultant(s) roles, in carrying out the responsibilities required to complete the services set forth in this RFP. Proposer must address the specific challenges and opportunities it foresees for this Contract.

(Tab B) – Contract Staffing and Experience

The Proposer must identify key personnel who are to be assigned to the Contract. An organization chart for the Contract must be provided. The chart must indicate how Proposer intends to structure the work effort, and identify the Contract Manager, and all other key personnel.

The Proposed Contract Manager must have the responsibility and authority to commit budget and resources, and to direct and accomplish the scope of services. The Contract Manager must be experienced in managing a team of diverse professionals.

Each key person identified in the organization chart must be identified by name, and a resume or profile must be provided for each key staff person. Each resume or profile must be complete and concise, featuring experience that is most directly relevant to the task or responsibility that the individual will be assigned. If an individual is assigned to more than one position, the relevant experience must be indicated for each task assigned.

Contract services must be performed by the key personnel indicated in the original Proposal. Replacements required during the RFP evaluation process due to extraordinary and unforeseen circumstances may be accepted by NTD and the evaluation will be based on the

qualifications of the replacement. After a Notice to Proceed is issued, Proposer must not replace key personnel listed in the Proposal unless the personnel are approved by NTD in writing prior to their performing services. Resumes of replacements must be submitted to NTD with applicable information.

A complete and accurate description of the firm's experience relevant to this Contract must be provided. At least two recent client reference check contacts, which may not include current or former NTD employees, must be provided for each firm proposed, and for the proposed Contract Manager.

(Tab C) – Contract Work Plan

In this Tab, the Proposer must outline its methodology for the performance of the tasks identified in the Contract Scope in Section VI of this RFP (see 8 items listed below). The Work Plan must provide a narrative description of the plan for performing services as well as any substantive or procedural innovations used by Proposer that are applicable to the services described in this RFP. The Work Plan must include a listing of anticipated deliverables and a work flow chart for all tasks. The work of each subconsultant must be identified as part of this effort. The Work Plan must address the following:

- 1) Discussion of Professional Services included
- 2) Description of Customer (Rider) – facing application (for Android, iOS, web browsers and web-enabled devices)
- 3) Description of Customer Service Representative (CSR) – facing application (web browser and web enabled devices)
- 4) Description of Operator-facing application (for Android and/or iOS)
- 5) Description of Dispatcher-facing application (web browser and web enabled devices)
- 6) Description of Administrator Dashboard (for web browsers and we-enabled devices)
- 7) How Data Collection and Reporting will be conducted
- 8) How Technical Support/Software Upgrades and Releases will be provided and delivered, including a discussion of any additional costs associated with these.
- 9) How Transfer of Data at Contract Termination will occur
- 10) How the Import of Existing Data will be accomplished

Proposer's Work Plan will be used in conjunction with Appendix B, Scope of Work, will constitute the Scope of Work and the requirements for performance of this Contract. The Work Plan must reflect Proposer's interpretation of the Contract Scope, and the requirements and guidelines stated in this RFP; repetition or restatement of Appendix B will not adequately demonstrate the Proposer's understanding of the Contract Scope.

Proposer must also clearly describe any facilities, NTD personnel, data, and other requirements that NTD will be expected to provide.

(Tab E) – Exceptions to the Contract

NTD expects the selected Proposer to enter into NTD's Form of Agreement, including all of the terms and conditions set forth in this RFP. However, NTD affords Proposer an opportunity, in Tab E of the Proposal, to identify exceptions to any terms and conditions set forth in the RFP and offer, for NTD's consideration, proposed changes to those terms and conditions. Proposer must clearly identify each and every proposed contract exception in Tab E of its Proposal. NTD will not consider any exceptions to the contract terms and conditions not listed in Tab E of the Proposal.

NTD will not review the contract exceptions as part of its evaluation of the Proposal. If NTD determines through its evaluation process that Proposer is the highest-ranked Proposer, or is within the competitive range, NTD will review Proposer's contract exceptions. With respect to each exception, NTD reserves the right, in its sole and absolute discretion, to reject the exception outright, negotiate with Proposer regarding the exception, or make the requested modification. NTD may deem Proposer no-responsive and proceed to negotiate with the next-highest ranked Proposer, if Proposer is unwilling to enter into the Contract after a reasonable period of negotiation regarding the exceptions.

The offeror shall provide all exceptions taken to the technical or contractual terms portion of the solicitation in this section. If the offeror does not take exception to the solicitation provisions, an affirmative statement that effect shall be provided in this section.

(Tab F) – Appendices

Proposer must carefully examine the RFP for required documentation not specifically covered in Tabs A through F above, and must place such documentation in an appendix. Information considered by Proposer to be pertinent to this Contract, but not specifically requested in this RFP, may also be placed in an appendix. Proposer is reminded that this is not an invitation to submit voluminous amounts of extraneous material.

C. Rejection of Proposal

Unauthorized conditions, limitations, or provisions attached to a Proposal may cause its rejection. It is recognized that each Proposers may have unique methods of service delivery. It is not the intention of this RFP to disqualify a Proposer due to variations in service delivery that do not affect quality or performance. Any Proposal offering professional services equivalent to or better than those requested will receive full consideration for award.

NTD reserves the right to reject any and all Proposals received, or to negotiate separately with any Proposer in any manner necessary to serve NTD's best interests.

NTD may elect not to award a contract and will not be responsible for any cost to any Proposer associated with preparing the information solicited or obtained.

Non-acceptance of any responsive Proposal will not imply that the Proposal is deficient. Non-acceptance of any Proposal will mean that another accepted Proposal was deemed to be more advantageous to NTD.

All material submitted becomes the property of NTD and may be returned on at NTD's option.

6. PROPOSAL EVALUATION

A. Evaluation Procedures

Proposals received that conform to the instructions provided in this Section of the RFP will be evaluated by a Selection Committee designated by NTD. Proposals must comply with the requirements of this RFP to be deemed responsive. The evaluation will be performed using the criteria described here and shown on the attached Proposal Evaluation Form. The evaluation process will result in a range ordering of firms based upon qualifications and price. Certain Proposers may be required to attend an oral interview as part of the final ranking process, based on a short-listing of firms. If oral interviews are held, the Proposals will be re-scored, using the same evaluation criteria published in this RFP and considering the information that was provided as part of the interviews. Previous clients of each Proposer may be contacted regarding the Proposer's past performance. Responses of previous clients may be considered as part of the proposal evaluation process.

If NTD receives only one proposal or if because of some disqualifying action only one responsive and responsible proposal remains to be considered, NTD will determine whether such proposal is fair and reasonable. NTD may perform cost and price analysis to make such determination. If there is only one responsive Proposer, that Proposer must permit NTD or its designee to review its cost records at reasonable times to determine whether the proposal is fair and reasonable.

B. Evaluation Criteria

NTD evaluation criteria for responsive Proposals are listed on the Proposal Evaluation Form on following page. Ranking will be based on a maximum of 100 points, using a scoring range of 1 to 10, and weighted as indicated on the Form. The highest ranking for each category will be based on the Proposal material submitted, oral interviews (if applicable), and what is deemed most reasonable, logical, appropriate, insightful and advantageous to NTD. The firm(s) submitting a responsive Proposal with the highest total weighted score, based on composite scoring of the Selection Committee, and including any applicable SBE/DBE point preference(s), will be determined to be the most qualified.

C. Negotiations

After evaluation is completed and upon determination of the final ranking, NTD will commence contract negotiations with all Proposers within the competitive range for the purpose of finalizing a recommendation of contract award to the NTD Board of Commissioners. Contract negotiations will be limited to Proposer's Price Proposal, contract schedule, any changes to the scope of services related to the price proposal negotiations and, if deemed appropriate by NTD, negotiations regarding contract exceptions identified in Volume 1, Tab B of the Proposal.

During the negotiations, the Proposers within the competitive range may be asked to submit a best and final proposal and price (BAFO). If a BAFO is requested, all BAFOs will be scored based on the same evaluation criteria published in this RFP and considering

all information provided to NTD in the original Proposal, at oral interviews, during negotiations, and in the BAFO. NTD reserves the right to make award based on the original proposal without further negotiations.

ON-DEMAND TRANSPORTATION SOLUTION
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PROPOSAL EVALUATION FORM

Consultant's Name: _____

Qualifying Criteria	Unweighted Score	Multiplier	Weighted Score
Contract Understanding Understanding of the Contract Understanding of the Consultant's Role		2.5	
Contract Staffing and Experience Contract Manager's Qualifications Key Staff's Relevant Experience Firm's Relevant Experience		3.0	
Contract Work Plan Performance Methodology & Functionality Customer (Rider) – facing application (for Android, iOS, web browsers and web-enabled devices) Customer Service Representative (CSR)-facing application (web browser and web enabled) Operator-facing application (for Android and/or iOS) Administrator Dashboard (for web browsers and Web-enabled devices) Data Collection and Reporting Technical Support/Software4 Upgrades and Releases Transfer of Data at Contract Termination Import of Existing Data		3.0	
Price Reasonableness of 3-Year Pricing Reasonableness of Option Pricing for two Additional 1-year terms		1.5	
TOTAL WEIGHTED SCORE (100 maximum)			

Unweighted Scoring Range

Exceptional	Exceeds Objectives	Meets Objectives	Fails to Meet Objectives
(Assigned Scores 9 to 10)	(Assigned Scores 7 to 8)	(Assigned Scores 5 to 6)	(Assigned Scores below 5)

Rating Performed By: _____

(Printed Name)

(Date)

(Signature)

D. NTD Proposal and Consultant Policies

1) RFP as the Basis for Proposals and Contract

This RFP, including any addenda, represents the most definitive statement NTD will make concerning information upon which Proposals are to be based. Any information, verbal or written, that is not contained in this RFP and addenda thereto will not be considered by NTD in evaluating the Proposals and will not be binding NTD.

2) Agency Right to Waive Minor Irregularities

NTD reserves the right to waive minor irregularities in the proposal process or to modify the selection process and timeline as it deems necessary.

3) Role of Consultant

The division of work among the selected Consultant and any proposed subconsultant is left to the selected Consultant to identify in assembling a Contract team. The selected Consultant must manage, control, review and approve all subcontract work and services for the total Contract,. The selected Consultant will be responsible for the quality and timeliness of all subconsultant work and must coordinate all subconsultant activities. The selected Consultant must keep NTD apprised of any problems faced and provide regular progress and budget reports.

The selected Consultant must ensure that all subcontract work conforms to the Contract. Use of any subconsultants not identified in the Proposal will be subject to written approval by NTD.

4) Limitation and Award of Contract

NTD intends to award a Contract to the Proposer offering the proposal most advantageous to NTD. This RFP does not commit NTD to award a Contract. NTD reserves the right to reject all Proposals. If NTD rejects all Proposals, the solicitation may be abandoned, re-advertised, or performed in any manner authorized under the NTD Procurement Policies or applicable law.

The contents of the successful Consultant's Proposal will be incorporated into the resulting contract. NTD's Sample Contract is included in Appendix C of this RFP. NTD reserves the right to rescind the Contract award if the selected Consultant is unable or unwilling to enter into a contract substantially identical to the Sample Contract, or the Contract as mutually negotiated, within 20 days from the date it is sent to the selected Consultant for execution.

Proposals will be made available, upon request, for copying or inspection when the Board approves a contract or contract(s) for the work that is the subject of

this RFP.

5) Debarred Bidders

Proposer, including any of its officers or holders of a controlling interest, must inform NTD whether or not it is or has been on any debarred bidders' list maintained by the State of Connecticut or any federal agency. If Proposer is added to such a list during the performance of this Contract, it must inform NTD.

6) Disclosure of Interests and Gratuities

Proposer, including any of its officers or holders of a controlling interest, must inform NTD whether or not it has any conflict of interest or has provided gratuities or Campaign Contributions to NTD officers or employees as set out in Appendix E, FTA Required Clauses and Other Required Forms.

7) Disclosure of Proposal Information

Once submitted, Proposals become a matter of public record. Where a Proposer submits technical or business information that is claimed to be "trade secret" or confidential, Proposer must so indicate by delineating each section of the Proposal with the heading "Confidential." NTD will give consideration to the claim of confidentiality. NTD will notify a Proposer if it receives a request for release of information identified as confidential by Proposer. By submitting its Proposal, Proposer agrees that NTD will not be held liable for releasing information pursuant to a Freedom of Information Act request.

If any information is set apart and clearly marked "confidential" when it is provided to NTD, NTD will give notice to Proposer of any request for the disclosure of such information. Proposer will then have 5 days from its receipt of such notice to enter into an agreement with NTD providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by NTD in, any legal action to compel the disclosure of such information under the Freedom of Information Act. Consultant will have sole responsibility for defense of the designation of such information.

8) Use of RFP Ideas

NTD reserves the right to use any or all of Proposer's ideas as set forth in its Proposal. Selection or rejection of the Proposal does not affect this right.

9) Facilities and Resources

Proposer must furnish all equipment, facilities, labor, supervision, and any and all other required materials and services, except as set out in Appendix B, Scope of Work, or as otherwise specified in its Proposal. No NTD resources (personnel, facilities or equipment) will be provided unless agreed upon in writing.

6. CONDITIONS OF PROPOSALS

A. All Proposers shall adhere to the following conditions:

- 1) Conformance with statutes - Any Agreement executed as a result of this RFP shall be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
- 2) Ownership of Proposals - All Proposals in response to this RFP are to be the sole property of NTD, and subject to the provisions of Section 1-210 of the Connecticut General Statutes (Re: Freedom of Information).
- 3) Oral agreements- Any alleged oral agreements or arrangements made by a Proposer with any agency or employee will be superseded by the written Agreement.
- 4) Amending or canceling requests - NTD reserves the right to amend or cancel this RFP prior to or after the submittal deadline, if it is in the best interests of the NTD, as determined by NTD in its sole discretion.
- 5) Rejection for default or misrepresentation - NTD reserves the right to reject the Proposal if the Proposer is in default of any prior contract or for misrepresentation in its Proposal.
- 6) Rejection for substantial incompleteness - NTD reserves the right to reject without evaluating and scoring the Proposal of any Proposer which is substantially incomplete.
- 7) NTD's clerical errors - NTD reserves the right to correct inaccuracies resulting from its clerical errors in this RFP.
- 8) Rejection of qualified proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP.
- 9) Changes to Proposal- No additions or changes to the original Proposal will be allowed after submittal. While changes are not permitted, clarification at the request of NTD may be required at the Proposer's expense.
- 10) Collusion - By responding, the Proposer represents that its Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. The Proposer further represents that the Proposer did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in

the Proposer's Proposal preparation.

B. Rights reserved to NTD:

- 1) NTD reserves the right to award in part, to reject any and all Proposals in whole or in part, and to waive defects, irregularities, and omissions if, in its sole judgment, the best interest of the NTD will be served.
- 2) NTD reserves the right to schedule interviews with any or all Proposers after review of Proposals.
- 3) NTD reserves the right to modify, add to, or delete terms or conditions addressed in this RFP at any time during the selection process and/or the negotiation process, when it is deemed by NTD to be in its best interest to do so.
- 4) NTD reserves the right to:
 - i. Award the Agreement to the Proposer with the highest Total Score identified in the "Evaluation Criteria" section;
 - ii. Negotiate a final Agreement with that highest scoring Proposer if, in the NTD's sole discretion, negotiations are necessary;
 - iii. Enter negotiations with the second highest scoring Proposer if NTD cannot reach agreement with that highest scoring Proposer; or
 - iv. Repeat this process, if necessary, with other Proposers.
 - v. Cancel this process and/or initiate to new RFP process.
 - vi. Correct any inconsistencies, ambiguities, or errors that may exist in the Scope of Work or draft Agreement and to clarify Agreement terms, including technical requirements, if any such changes are needed or desired by NTD.

7. STANDARD RFP TERMS AND CONDITIONS

- A. All Proposals shall be signed by a person duly authorized to sign proposals on behalf of the Proposer.
- B. NTD is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Proposal prices.
- D. As described below, the NTD may withhold from disclosure any Proposal until the completion of the procurement process. However, upon receipt by NTD, the Proposal is considered a public record or file, subject to the Freedom of Information Act ("FOIA"). Accordingly, each Proposer shall identify any and all information that it considers to be confidential as proprietary or trade secret. Those particular sentences, paragraphs, pages or sections that the Proposer believes to be proprietary or trade secret shall be specifically and clearly identified as such. Each Proposer seeking to claim an exemption for a trade secret or proprietary information must provide a convincing explanation and rationale consistent with the law sufficient to justify treating the identified information as

proprietary or trade secret under § 1-210(b) of the Connecticut General Statutes, including the representation that such information is not already in the public domain. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Candidate that would result if the identified material were to be released, and set forth the reasons it believes the material is legally exempt from release pursuant to FOIA. If the Proposer indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, NTD will first review such claims to make sure they are consistent with FOIA (that is, the documentation is actually a trade secret or commercial or financial information and not required by statute), and if so, will endeavor to keep said information confidential to the extent permitted by law. See, *e.g.*, Section 1-210(b)(5)(A-B). The final administrative authority deciding whether to release or exempt any or all material so identified rests solely with NTD; subject to adjudication by the Freedom of Information Commission (FOIC) should the Proposer's claim of proprietary or trade secret information be challenged. NTD, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should NTD withhold such documentation from a FOIA requester and a complaint be brought to the FOIC, the Proposer shall have the burden of cooperating with NTD in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall NTD have any liability for the disclosure of any documents or information in its possession which NTD believes is required to be disclosed pursuant to FOIA or other requirements of law.

By submitting a Proposal, each Proposer agrees that NTD may reveal any trade secret materials contained in such Proposal to all staff and officials involved in the selection process, and to any outside consultants, legal counsel or other third parties who serve on the evaluation committee or who are hired to assist in the selection process. Each such individual who receives such information will be required to sign a confidentiality form. Furthermore, each Proposer agrees to indemnify and hold harmless NTD and each of its officers, employees, consultants, counsel and agents from all costs, damages and expenses incurred in connection with NTD refusing to disclose any material which the Proposer has designated as a trade secret or proprietary. Any Proposer that designates its entire proposal as a trade secret or proprietary may be disqualified by the NTD, in its sole discretion.

Subject to any particular FOIA request that may be made, pursuant to Section 1-210(b) (24) of the Connecticut General Statutes, the Commissioner of NTD may (subject to the balancing test required by Section 1-210(b) (24)) withhold from disclosure the Proposal until the agreement contemplated by this RFP has been executed or when negotiations for the award of such agreement have ended, whichever occurs earlier.

Section 1-210(b)(24) provides that nothing in FOIA shall be construed to require the disclosure of:

“Responses to any request for proposals or bid solicitation issued by a public agency or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the chief executive officer of such public agency certifies that the public interest in the

disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file.”

- E. This RFP is not an agreement and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which Proposals are solicited. Appendix C to this RFP is a draft Agreement and it is included in this RFP for informational purposes only in order to show the agreement provisions that NTD requires for this RFP. The successful Proposer shall be bound by the terms and conditions of the draft Agreement, as it may be modified by agreement of the parties. After NTD selects a Proposer, NTD will deliver an Agreement with any updated language and finalized Schedules and attachments to the successful Proposer for negotiation. If, for whatever reason, NTD and the initial Proposer fail to reach consensus on the issues relative to an Agreement, then NTD may commence agreement negotiations with other Proposers.

NORWALK TRANSIT DISTRICT
ON-DEMAND TRANSPORTATION SOLUTION

RFP # 2019-01

APPENDIX A

Pricing Proposal Form

**ON-DEMAND TRANSPORTATION SOLUTION
PRICING PROPOSAL FORM**

THE OFFEROR IS REQUIRED TO SIGN AND DATE EACH PAGE OF THIS PRICING PROPOSAL FORM

1. IDENTIFICATION OF OFFEROR AND SIGNATURE OF AUTHORIZED AGENT

Company Name (Printed)			
Address			
City, State, Zip			
Phone, Fax, Email			
The undersigned agrees, if this offer is accepted within the period specified, to furnish any or all supplies and/or services specified in the Pricing Proposal Form at the prices offered therein.			
Authorized Agent Name and Title (Printed)			
Signature and Date			

2. DISTRICT'S ACCEPTANCE (TO BE COMPLETED UPON AWARD BY NORWALK TRANSIT DISTRICT)

Authorized Agent Name and Title (Printed)	
Signature and Date	
Accepted as to:	

3. PRICING: BASE PERIOD (ONE YEAR FROM NOTICE TO PROCEED) – Licensing and One Time Costs (Implementation Services & Training)

Pricing for each line includes all services required to provide a full functioning Transit On-Demand Solution based on the requirements outlined in Appendix B – Scope of Work.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	UNIT OF MEASURE	ESTIMATED PRICE PER YEAR/LUMP SUM TOTALS
1	Hosting/Software Licensing by Vehicle	1 to 5 vehicles			
2	Hosting/Software Licensing by Vehicle	6 to 10 vehicles			
3	Hosting/Software Licensing by Vehicle	11 to 15 vehicles			
4	Hosting/Software Licensing by Vehicle	16 to 20 vehicles			
5	Hosting/Software Licensing by Vehicle	21 to 25 vehicles			
6	Hosting/Software Licensing by Vehicle	26 to 30 vehicles			
7	Hosting/Software Licensing by Vehicle	30+ vehicles			
8	Zone Creation per Sq Mi	up to 40 sq mi			
9	One-Time Implementation Services		Lump Sum		
10	Training		Lump Sum		
11	Not-to-Exceed Total (1-10 inclusive)				

Price is fixed and should be fully burdened to include all necessary elements such as but not limited to labor, materials, travel expenses, overhead and fee/profit needed to perform all of the services described under this solicitation. In addition, offer shall submit a detailed itemization of costs, at the component and services level, that reasonably justifies the lump sum costs provided. The level of detail shall include enough information to identify the cost and each feature associated with the services.

Authorized Agent Name and Title (Printed)	
Signature and Date	

4. PRICING: OPTION PERIOD 1 (YEAR 2) – Maintenance & Expansions

Pricing for each line includes all services required to provide a full functioning Transit On-Demand Solution based on the requirements outlined in Appendix B – Scope of Work.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	UNIT OF MEASURE	ESTIMATED PRICE PER YEAR/LUMP SUM TOTALS
1	Hosting/Software Licensing by Vehicle	1 to 5 vehicles			
2	Hosting/Software Licensing by Vehicle	6 to 10 vehicles			
3	Hosting/Software Licensing by Vehicle	11 to 15 vehicles			
4	Hosting/Software Licensing by Vehicle	16 to 20 vehicles			
5	Hosting/Software Licensing by Vehicle	21 to 25 vehicles			
6	Hosting/Software Licensing by Vehicle	26 to 30 vehicles			
7	Hosting/Software Licensing by Vehicle	30+ vehicles			
8	Zone Creation per Sq Mi	up to 40 sq mi			
9	Not-to-Exceed Total (1-8 inclusive)				

Price is fixed and should be fully burdened to include all necessary elements such as but not limited to labor, materials, travel expenses, overhead and fee/profit needed to perform all of the services described under this solicitation.

Authorized Agent Name and Title (Printed)	
Signature and Date	

5. PRICING: OPTION PERIOD 2 (YEAR 3) – Maintenance & Expansions

Pricing for each line includes all services required to provide a full functioning Transit On-Demand Solution based on the requirements outlined in Appendix B – Scope of Work.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	UNIT OF MEASURE	ESTIMATED PRICE PER YEAR/LUMP SUM TOTALS
1	Hosting/Software Licensing by Vehicle	1 to 5 vehicles			
2	Hosting/Software Licensing by Vehicle	6 to 10 vehicles			
3	Hosting/Software Licensing by Vehicle	11 to 15 vehicles			
4	Hosting/Software Licensing by Vehicle	16 to 20 vehicles			
5	Hosting/Software Licensing by Vehicle	21 to 25 vehicles			
6	Hosting/Software Licensing by Vehicle	26 to 30 vehicles			
7	Hosting/Software Licensing by Vehicle	30+ vehicles			
8	Zone Creation per Sq Mi	up to 40 sq mi			
9	Not-to-Exceed Total (1-8 inclusive)				

Price is fixed and should be fully burdened to include all necessary elements such as but not limited to labor, materials, travel expenses, overhead and fee/profit needed to perform all of the services described under this solicitation.

Authorized Agent Name and Title (Printed)	
Signature and Date	

6. PRICING: OPTION PERIOD 3 (YEAR 4) – Maintenance & Expansions

Pricing for each line includes all services required to provide a full functioning Transit On-Demand Solution based on the requirements outlined in Appendix B – Scope of Work.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	UNIT OF MEASURE	ESTIMATED PRICE PER YEAR/LUMP SUM TOTALS
1	Hosting/Software Licensing by Vehicle	1 to 5 vehicles			
2	Hosting/Software Licensing by Vehicle	6 to 10 vehicles			
3	Hosting/Software Licensing by Vehicle	11 to 15 vehicles			
4	Hosting/Software Licensing by Vehicle	16 to 20 vehicles			
5	Hosting/Software Licensing by Vehicle	21 to 25 vehicles			
6	Hosting/Software Licensing by Vehicle	26 to 30 vehicles			
7	Hosting/Software Licensing by Vehicle	30+ vehicles			
8	Zone Creation per Sq Mi	up to 40 sq mi			
9	Not-to-Exceed Total (1-8 inclusive)				

Price is fixed and should be fully burdened to include all necessary elements such as but not limited to labor, materials, travel expenses, overhead and fee/profit needed to perform all of the services described under this solicitation.

Authorized Agent Name and Title (Printed)	
Signature and Date	

7. PRICING: OPTION PERIOD 4 (YEAR 5) – Maintenance & Expansions

Pricing for each line includes all services required to provide a full functioning Transit On-Demand Solution based on the requirements outlined in Appendix B – Scope of Work.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	UNIT OF MEASURE	ESTIMATED PRICE PER YEAR/LUMP SUM TOTALS
1	Hosting/Software Licensing by Vehicle	1 to 5 vehicles			
2	Hosting/Software Licensing by Vehicle	6 to 10 vehicles			
3	Hosting/Software Licensing by Vehicle	11 to 15 vehicles			
4	Hosting/Software Licensing by Vehicle	16 to 20 vehicles			
5	Hosting/Software Licensing by Vehicle	21 to 25 vehicles			
6	Hosting/Software Licensing by Vehicle	26 to 30 vehicles			
7	Hosting/Software Licensing by Vehicle	30+ vehicles			
8	Zone Creation per Sq Mi	up to 40 sq mi			
9	Not-to-Exceed Total (1-8 inclusive)				

Price is fixed and should be fully burdened to include all necessary elements such as but not limited to labor, materials, travel expenses, overhead and fee/profit needed to perform all of the services described under this solicitation.

Authorized Agent Name and Title (Printed)	
Signature and Date	

NORWALK TRANSIT DISTRICT
ON-DEMAND TRANSPORTATION SOLUTION

RFP # 2019-01

APPENDIX B

Scope of Work

On-Demand Transportation Solution – Scope of Work

A. Background and Setting

The Norwalk Transit District was established by a City of Norwalk ordinance in 1973 and began operation in 1978 to provide bus and door-to-door services in Norwalk, Connecticut. Although the District has one participating member municipality, the City of Norwalk, it is a regional service provider. The District operates fixed route, commuter, and para-transit services in communities throughout southwestern Connecticut. Most District services are directly operated, except for some supplemental para-transit service contracted out to local non-profit agencies. The total population of all communities served throughout Fairfield County is in excess of 900,000. The primary service area of Norwalk and Westport has a population of 110,000.

Norwalk Transit contracted with a vendor to perform a simulation and six-month pilot of a Microtransit scheduling software technology on “On Demand” services. The pilot launched on September 13, 2018. The pilot was set up to perform evening services on Thursday – Saturday from 5:00 pm to midnight, and all-day Sunday services (12:00 pm to 9:00 pm) within a “zoned” area of Norwalk to target the TOD and entertainment districts. The zone has twice been expanded to exterior sections of Norwalk to allow for more areas to get into the entertainment district.

Customers are able to book rides through the use of a mobile device app, and all rides are scheduled and performed through online software technology that consists of automated scheduling.

The current pilot is being extended for an additional two months. The program is called “Wheels 2U” and has performed over 3,300 trips during the first five months of piloting. The fleet includes 2 vehicles at the current time that are designed with wraps to enhance awareness.

B. Performance Requirements

Norwalk Transit seeks to collaborate with a partner to implement and administer Norwalk Transit’s “Wheels 2U” on-demand service. The Contractor must provide a Platform that supplies an on-demand environment for delivering, managing, and supporting Norwalk Transit’s “Wheels 2U” demand responsive operations. Norwalk Transit will provide drivers, vehicles, necessary equipment needed (tablets for vehicles, computer hardware / software required to operate system), and marketing to promote and operate the service. The system should also allow for interface with Norwalk Transit’s current Paratransit scheduling software.

Service features must include, but not be limited to:

Rider-Facing Technology

- A native mobile app for both iPhone and Android, including:

- An option for riders with accessibility needs to book a ride on a wheelchair-accessible vehicle (if applicable)
- A mobile fare payment option (if applicable)
 - Ability to accept multiple fare prices
 - Ability to accept Norwalk Transit District fares
 - Ability to accept debit and credit cards
 - Contractor will facilitate technical and business relationships with key partners to realize payment features
- Ability to view the Wheels 2U service zone
- Ability to see vehicles in real-time
- Ability to book in real time or in advance, or a combination of both
 - Application should require customers to create accounts
 - Application should have the ability to view account ride history
- Ability to provide customer with estimated arrival times of vehicles, and estimated drop off times
 - App must allow customers to cancel request if times are not convenient for customer
- Flexible booking methods, such as
 - A web option for users without smartphones, or who do not have a device capable of accessing the app, which includes SMS notifications
 - A manual option for those without internet access (dispatch or call-in)

Driver App

- An application built for a tablet that is specifically designed for the driver, and includes the following functions:
 - Provides real-time audio and visual driver directions
 - Allows drivers to add walk ups
 - Allows drivers to accept fare payment (if applicable)
 - Ability for operator sign on
 - Ability to enable / disable vehicles to accept rides
 - Ability to receive messages from dispatch of specific trips / customers
 - Ability to log “no show” customers
 - Ability to view live traffic conditions on map

Dispatch / Administrator Dashboard

- A display screen designed for dispatchers so that rides can be monitored
- Ability to add / cancel rides into the system
- Ability to approve / deny ride requests due to parameters such as, but not limited to group size, location, excessive passenger no-show history
- View in-progress rides
- View / export reporting suites

- Ability to modify the rider zone
 - Add points of interest
 - Increase / decrease zone
 - Add / remove additional zones
- Ability to modify the service
 - Change service days / times
- Ability to customize dispatch display features
- Rider profile capabilities within the software that allows for credentials of riders with accessibility needs

Agency Data & Reporting

- Your agency should be able to gain valuable data and reporting inclusive of, but not limited to, the following:
 - Total passenger counts
 - Passenger miles traveled
 - Origin / Destination points
 - The status of completed rides
 - How many rides are serviced (per hour, etc.)
 - How long your riders are on a vehicle
 - Vehicle miles traveled (in total, by vehicle, etc.)
 - Origins and destinations of rides
 - Origin and destination pair information
 - Fare payment data (if applicable)
 - Ability to view and export all reports as a shareable file, such as a .csv or .xsl file
 - Data collection, computations, and reporting must comply with the most recent version of the Federal Transit Administration's National Transit Database Policy Manual guidance on Service Data (S-10) for Demand Response service, including, but not limited to NTD

Software Upgrades / Technical Support

- Support services must be available via phone and email during Norwalk Transit's Service Hours
- Contractor must provide a licensed software / technology platform that supports demand-responsive routing and dispatching of vehicles
- Contractor must provide upgrades and new features to software it generally makes available to its other licensees at no additional charge
- Contractor must provide Norwalk Transit with prior notice to any system maintenance / outages that may disrupt service. Contractor must coordinate a date / time that will have a least negative impact on Wheels 2U service
- Contractor must identify and implement commercially available data security measures to protect customer personal information, including the use of multifactor authentication and

distinct access keys. The measure must comply with applicable federal, state, and local laws and regulations, including Norwalk Transit's security policies, procedures, and practices.

Transfer of Data at Contract Termination

Contractor must provide all services necessary to transfer administration of Norwalk Transit's on demand transportation program to Norwalk Transit or its designee at the expiration or termination of this contract and no additional compensation will be allowed for such transfer services.

For the purpose of this section, "information" includes all information and/or data (hereinafter "data") stores and/or processed by Contractor that is related to rider's data/account, without regard to the type of device or media that is used to store such data, that is within Contractor's control. Upon termination of this Contract or upon Norwalk Transit's written request at any time during the term hereof, Contractor must provide such data to Norwalk Transit or its designee using the same type of storage device that stores the data in any manner that can be readily accessed and processed by Norwalk Transit using a computer similar to the one that was used by Contractor to store and process such data.

Import of Existing Data

Contractor must import the existing data from the current Norwalk Transit system for the continuity of the operation including customer database, operator information and schedule information.

**NORWALK TRANSIT DISTRICT
ON-DEMAND TRANSPORTATION SOLUTION**

RFP # 2019-01

**APPENDIX C

AGREEMENT**

**ON-DEMAND TRANSPORTATION SOLUTION
CONTRACT
Between
NORWALK TRANSIT DISTRICT
And**

Awarded Contractor

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated as of the 1st day of May in the year 2019 by and between the Norwalk Transit District, located at 275 Wilson Avenue, Norwalk, Connecticut, hereinafter, referred to as the DISTRICT and _____ (Contractor) located at _____ (Address) hereinafter, referred to as the CONTRACTOR.

The purpose of this Contract Agreement is to provide an On-Demand Transportation Solution for the DISTRICT. Therefore, the DISTRICT and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SERVICE

The CONTRACTOR shall provide services as specified in the Technical Specifications of the Request for Proposals, Appendix A, and as described in the CONTRACTOR Proposal response including Project Cost, Appendix B, which are a part hereof. The work is generally described as On-Demand Transportation Solution for the provision of a Platform that supplies an on-demand environment for delivering, managing and supporting a demand response transportation service.

The DISTRICT reserves the right to change or otherwise alter the services outlined in Appendixes A and B upon fifteen (15) days written notice to the CONTRACTOR. The CONTRACTOR agrees to implement those specified changes within a reasonable timeframe but in no case later than thirty (30) days after receipt of notice. The CONTRACTOR reserves the right to reject any change or service alteration proposed by the DISTRICT for good and compelling reasons and will notify the DISTRICT of said rejection within ten (10) days of receipt of notice.

Article 2. SUBCONTRACTING

The CONTRACTOR agrees not to subcontract for any of the services it is obligated to perform under this Agreement without the prior consent of the DISTRICT.

Article 3. CONTRACT TIME

3.1 The maximum term of this contract shall be for a period of three years from the date of

commencement, May 1, 2019 (on or about), with two additional one year renewal options at the sole discretion of the District.

Article 4. CONTRACT PRICE

- 4.1 The DISTRICT shall pay the CONTRACTOR, for the performance of all services in accordance with the Project Pricing as stated in Appendix B. Appendix B is made a part of this contract.
- 4.2 The Contractor will be a firm fixed contract. The DISTRICT shall process CONTRACTOR invoices and make payments within forty-five (45) days of an invoice due date.

Article 5. INSURANCE

Before commencing performance, The CONTRACTOR agrees to obtain and maintain at its own cost and expense for the duration of the Contract, the following required insurance limits, to comply with the DISTRICT requirements. The DISTRICT shall be listed as an additional insured. The CONTRACTOR agrees to furnish to the DISTRICT (1) a Certificate of Insurance, (2) the declaration page and (3) the additional insured endorsement to the policy on forms acceptable to the DISTRICT, fully executed by an insurance company or companies satisfactory to the DISTRICT, for the insurance policy or policies required below, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. Each policy shall include a waiver of subrogation provision. Said (1) a Certificate of Insurance, (2) the declaration page and (3) the additional insured endorsement to the policy shall be provided by the CONTRACTOR with this signed contract. The insurance shall be maintained throughout the conduct of this work.

5.1 COMMERCIAL GENERAL LIABILITY INSURANCE

The CONTRACTOR shall carry Commercial General Liability insurance, including Contractual Liability Insurance, providing for a total of One Million Dollars (\$1,000,000.00) coverage per occurrence for all the damages arising out of bodily injury, personal injury, property damage and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

5.2 AUTOMOBILE LIABILITY INSURANCE

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 total limit of One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrences, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000.00).

5.3 TECHNOLOGY PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE

Appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and must include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy, violations, information theft, release of private information, extortion and network security. The policy must provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

a. The Policy must include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of NTD in the care, custody, or control of Consultant. If not covered under Consultant's liability policy, such "property" coverage of NTD may be endorsed onto Consultant's Cyber Liability Policy as covered property as follows:

b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of NTD that will be in the care, custody, or control of Consultant.

c. The Insurance obligations under this agreement must be the greater of 1-all the Insurance coverage and limits carried by or available to Consultant; or 2-the minimum insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, must be available to NTD. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of Consultant under this agreement.

5.4 WORKER'S COMPENSATION

With respect to all operations the CONTRACTOR and their approved subcontractors perform, the DISTRICT shall require that the CONTRACTOR and their approved subcontractors shall carry Worker's Compensation Insurance and as applicable insurance required by the laws of the State of Connecticut and the laws of the United States respectively.

Article 6. PROJECT MANAGER

Both the CONTRACTOR and the DISTRICT shall designate Project Managers for services provided under this Agreement. The Project Managers shall be responsible for overseeing the proper operation of the service. The DISTRICT has assigned the Chief Operating Officer to serve as the Project Manager for this project.

Article 7. CONTRACTOR RESPONSIBILITIES, DUTIES, AND LIABILITIES

7.1 The CONTRACTOR shall be responsible to collaborate with the DISTRICT to implement and administer the DISTRICT's "Wheels 2U" on-demand service by

providing a Platform that supplies an on-demand environment for delivering, managing and supporting a demand response transportation service.

- 7.2 The CONTRACTOR shall comply with all local, state, and federal laws and regulations.
- 7.3 The CONTRACTOR shall indemnify, save harmless and defend the DISTRICT, and their respective officers, agents and employees against and from any and all damages, costs and expenses which they or any of them may suffer by, from or out of any and all claims arising out of or in connection with this contract, including but not limited to claims for payment for materials or labor used or employed in the execution of this contract, and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said CONTRACTOR, or from any negligence in guarding said work, or from any act or omission of said CONTRACTOR, and said CONTRACTOR shall also indemnify and save harmless the DISTRICT from all claims under the Worker's Compensation Act arising under or out of this contract.

Article 8. CONTRACTOR'S REPRESENTATIONS

In order to induce the DISTRICT to enter into this Agreement, the CONTRACTOR makes the following representations:

- 8.1 The CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work Program, and federal, state and local laws, ordinances rules and regulations that in any manner may affect cost, progress or performance of the work and agrees to comply with the same in its performance of this contract.
- 8.2 The CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, discrepancies that he has discovered in the Contract Documents and the written resolution thereof by DISTRICT is acceptable to the CONTRACTOR.

Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the DISTRICT and the CONTRACTOR are attached to this Agreement, made a part hereof and consists of the contents of the following:

The Complete Request for Proposal (Appendix A)

The CONTRACTORS Response to the RFP Including Addendum Issued and Project pricing and Requirements of the Federal Transit Administration and State of Connecticut (Appendix B)

Article 10. MISCELLANEOUS

10.1 The parties agree and understand that the CONTRACTOR is neither an employee nor agent of the DISTRICT and is an independent CONTRACTOR in the performance of its duties hereunder.

10.2 The failure of the DISTRICT to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the CONTRACTOR of any of the provisions herein, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the DISTRICT to thereafter enforce each and every such provision.

10.3 No member of or delegates to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit arising therefrom. The above also applies to the State of Connecticut Department of Transportation.

10.4 No member, officer or employee of the DISTRICT or a local public body during his tenure or one year thereafter have any interest, direct or indirect, in this Agreement, or the proceeds thereof.

10.5 The CONTRACTOR warrants that no person or selling agency has been retained to solicit or secure the Agreement for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide commercial or selling agencies maintained by the CONTRACTOR to secure business. For breach or violation, the DISTRICT shall have the right to annul or terminate the Agreement without liability.

10.6 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically and without limitations, funds that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.7 The DISTRICT and CONTRACTOR each bind itself, it's partners, successors, assigns and legal representatives to the other party hereto, it's partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents. IN WITNESS WHEREOF the parties to these present have hereunto set their hands and seals, the DISTRICT on the day and year hereinbefore first written and who hereby certifies under penalties of perjury that this CONTRACT is executed in accordance with all applicable municipal, state and federal laws having jurisdiction.

By: _____
Kimberlee A. Morton
Chief Executive Officer, Norwalk Transit District

Date

Firm Name: _____

By: _____
Signature

Date

Printed Name: _____

Title: _____

* If a corporation, attach to each signed copy of the contract a notarized copy of the vote of corporation authorizing the signatory to sign this contract.

ATTACHMENT A

Scope of Work

To be finalized (e.g., to include any Addenda) when Agreement with successful
Proposer is finalized

ATTACHMENT B

Pricing Summary

To be finalized using the Price Proposal form of the successful Proposer

**NORWALK TRANSIT DISTRICT
ON-DEMAND TRANSPORTATION SOLUTION**

RFP # 2019-01

APPENDIX D

**NTD PROTEST POLICY AND
PROCEDURES**

NORWALK TRANSIT DISTRICT PROTEST POLICY AND PROCEDURES

It is the policy of **NORWALK TRANSIT DISTRICT** that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is **NTD's** intention that its procurement process provides for fair and open competition in compliance with federal and state laws and **NORWALK TRANSIT DISTRICT** policies.

NORWALK TRANSIT DISTRICT has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at **NTD's** Administrative Offices, 275 Wilson Avenue, Norwalk, CT 06854 and available upon request.

APPLICABILITY

This regulation is applicable to all **NORWALK TRANSIT DISTRICT** employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against **NORWALK TRANSIT DISTRICT** in the Pre-Bid, Pre-Award and Post-Award procurement phase.

DEFINITIONS

“Common Grant Rules” refers to the Department of Transportation regulations “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients/subrecipients of Federal assistance including Indian tribal governments.

“Interested Party” means a party that is an actual or prospective firm submitting a quotation or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an “interested party”.

“Protest” means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential firm submitting a quotation's or contractor's remedy for correcting a perceived wrong in the procurement process. See “Types of Protests” below.

“Protester” means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an “interested party”.

“Types of Protests” there are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

1. A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by **NORWALK TRANSIT DISTRICT** requesting bids from vendors or other interested parties.
2. A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

3. A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or **NORWALK TRANSIT DISTRICT** policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

STANDARDS

All Protests must be filed in writing to:

Norwalk Transit District
Kimberlee A. Morton
Norwalk Transit District
275 Wilson Avenue
Norwalk, CT 06854

No other locations are acceptable.

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation. A Protester must exhaust all of protest administrative remedies before pursuing a protest with the FTA.

Norwalk Transit District's CEO, Kimberlee Morton, or designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the CEO or Designee must be in writing and shall include a response to each substantive issue raised in the Protest. The CEO's decision shall constitute **NTD's** final administrative determination.

If **NORWALK TRANSIT DISTRICT** postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, **NORWALK TRANSIT DISTRICT** will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until the CEO or Designee has issued its final Decision.

The Protester may withdraw its Protest or Appeal at any time before a final decision is issued.

Reviews of Protests by FTA are limited to 1) failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.

A Protest Appeal to the FTA must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the FTA shall be made not later than five (5) working days after a final decision by the CEO, or Designee is rendered. Protest appeals should be filed with:

Federal Transit Administration
Regional Administrator Region I
Transportation Systems Center
Kendall Square

55 Broadway, Suite 920
Cambridge, MA 02141-1093
Phone: 617-494-2055
Fax: 212-668-2136

NTD RESPONSIBILITIES TO FTA

NTD will notify FTA when they receive a third party contract protest to which the FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep FTA informed about the status of the Protest including any appeals.

NTD will provide the following information to FTA:

Subjects: **A list of Protests involving third party contracts and potential third party contracts that:**

- ✓ Have a value exceeding \$100,000, or
- ✓ Involve controversial matter, irrespective of amount, or
- ✓ Involve a highly publicized matter, irrespective of amount.

Details: **The following information about each Protest:**

- ✓ A brief description of the Protest,
- ✓ The basis of disagreement, and
- ✓ If open, how far the Protest has proceeded, or
- ✓ If resolved, the agreement or decision reached, and
- ✓ Whether an appeal has been taken or is likely to be taken.

When and Where: **NTD will provide this information:**

- ✓ In its next quarterly Milestone Progress Report, and
- ✓ At its next Project Management Oversight review, if any.

1. **Officials to Notify:** When NTD denies a bid Protest, and an appeal is likely to occur, NTD will inform the FTA Regional Administrator for Region I or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

NTD will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require NTD to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

****NORWALK TRANSIT DISTRICT** reserves the right to modify its protest procedures for the procurement of commodities such as diesel fuel, as award notification must be on the date of the bid opening or within a relatively short period of time thereafter as pricing is tied to market pricing and subject fluctuations of the market.

**NORWALK TRANSIT DISTRICT
ON-DEMAND TRANSPORTATION SOLUTION**

RFP # 2019-01

APPENDIX E

**Federal Transit Administration
Required Clauses and Other Required Forms**

**REQUIREMENTS OF THE FEDERAL TRANSIT ADMINISTRATION
OF THE U.S. DEPARTMENT OF TRANSPORTATION**

The following attached clauses are appendices and are herein incorporated by reference and made a part of the contract.

No Government Obligation to Third Parties
Program Fraud and False or Fraudulent Statements and Related Acts
Access to Records and Reports
Federal Changes
Civil Rights Requirements
Incorporation of Federal Transit Administration (FTA) Terms
Energy Conservation Requirements
Termination
Government-wide Debarment and Suspension
Buy America
Breaches and Disputes Resolution
Lobbying
Clean Air and Water Requirements
Cargo Preference – Use of United States Flag Vessels
Fly America Requirements
Disadvantaged Business Enterprise (DBE)
Prompt Payment (DBE)
Recycled Products
ADA Access
Safe Operation of Motor Vehicle
Protection of Sensitive Security and Other Sensitive Information
Metric Measurements
Use of \$1 Coins
Conformance with ITS National Architecture
Electronic and Information Technology

Signed:

Authorized Corporate Official

Date

FEDERAL REQUIREMENTS

In case of any conflict or discrepancy, these FTA provisions will prevail.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Norwalk Transit District, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

The Contractor agrees to comply with 49 CFR Part 18. The Federal Changes requirement applies to **all contracts**. The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS AND EQUAL OPPORTUNITY

The Norwalk Transit District (District) is an Equal Opportunity Employer. As such, the District agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Norwalk Transit District agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving

Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated July 1, 2010 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Norwalk Transit District requests which would cause Norwalk Transit District to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

TERMINATION PROVISIONS

Termination for Convenience (General Provision)

The District may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the District’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to NORWALK TRANSIT DISTRICT to be paid the Contractor. If the Contractor has any property in its possession belonging to NORWALK TRANSIT DISTRICT, the Contractor will account for the same, and dispose of it in the manner NORWALK TRANSIT DISTRICT directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the District may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies/equipment delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the District that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the District, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The District, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the District's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from District setting forth the nature of said breach or default, District shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude NORWALK TRANSIT DISTRICT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

DEBARMENT AND SUSPENSION

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the District. If it is later determined by the District that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BUY AMERICA REQUIREMENTS

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 (\$100,000 for grants obligated on or before December 25, 2014) of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: [The Federal Transit Administration's Buy America website](#).

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

A Proposer or offeror must submit to the FTA recipient the appropriate Buy America certification contained in this document with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier sub Proposers.

On September 16, 2016, FTA's Chief Counsel issued a [policy letter](#) to the industry clarifying the definition of "small purchases" for general public interest waivers from Buy America program requirements. The FAST Act set the small purchase waiver at \$150,000 or less; that threshold will not increase with future adjustments made to the simplified acquisition threshold under the Federal Acquisition Regulation (FAR). Additionally, the small purchase waiver is now included in the Buy America statute at 49 USC 5323(j)(13) and applies to purchases, regardless of the size of the project.

FTA Issues Final Buy America Policy Guidance for Phased Increase of Domestic Content for Procurement of Transit Rolling Stock

On September 1, 2016, the Federal Transit Administration (FTA) issued final Buy America [policy guidance](#) advising transit agencies and transit vehicle manufacturers how to implement a phased increase in domestic content requirements for transit rolling stock procurements from 60 percent to more than 70 percent by fiscal year 2020. The phased increase is required by the Fixing America's Surface Transportation (FAST) Act and is the first increase since 1991.

Under the FTA final policy guidance, the Buy America domestic content requirements for transit rolling stock procurements for railcars and buses will be based on the scheduled delivery date of the first production

vehicle. The domestic content minimum for fiscal years 2016 and 2017 is more than 60 percent; for fiscal years 2018 and 2019, it is more than 65 percent; and for fiscal year 2020 and beyond it is more than 70 percent. FTA is also providing a limited public interest waiver for solicitations and contracts that were underway when the FAST Act was enacted in 2015.

Buy America Overview

FTA's Buy America requirements prevent FTA from obligating an amount that may be appropriated to carry out its program for a project unless "the steel, iron, and manufactured goods used in the project are produced in the United States." 49 U.S.C. § 5323(j)(1). FTA's Buy America requirements apply to third-party procurements by FTA grant recipients. A Grantee must include in its bid or request for proposal (RFP) specification for procurement of steel, iron or manufactured goods (including rolling stock) an appropriate notice of the Buy America provision and require, as a condition of responsiveness, that the bidder or offeror submit with the bid or offer a completed Buy America certificate in accordance with 49 CFR §§661.6 or 661.12.

Under limited circumstances, FTA may waive Buy America if FTA finds that: (1) application of Buy America is inconsistent with the public interest; (2) the steel, iron, and goods produced in the U.S. are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality; or (3) including domestic material will increase the cost of the overall project by more than 25 percent for rolling stock. The process for seeking a waiver is set forth in 49 CFR part 661. Grantees are encouraged to apply for a waiver as soon as possible and to provide detailed requests in order to expedite FTA's review of waiver requests. FTA's determination on waiver requests will be published in the Federal Register for notice and comment.

When procuring rolling stock, which includes train control, communication, traction power equipment, and rolling stock prototypes, the cost of the components and subcomponents produced in the U.S. must be more than:

- more than 60 percent for FY2016 and FY2017
- more than 65 percent for FY2018 and FY2019
- more than 70 percent for FY2020 and beyond

Final assembly for rolling stock also must occur in the U.S. Additionally, rolling stock procurements are subject to the pre-award and post-delivery Buy America audit provisions set forth in 49 U.S.C. § 5323(m) and 49 CFR part 663.

The phased increase in domestic content was included in the FAST Act. Please consult the [Buy America FAST Act Fact Sheet](#) for more information.

Unlike rolling stock, manufactured goods must be 100 percent produced in the U.S. A manufactured good is considered produced in the United States if: (1) All of the manufacturing processes for the product take place in the United States; and (2) All of the components of the product are of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents. 49 CFR 661.5(d). FTA has issued a number of guidance letters discussing manufactured goods. See [Buy America Guidance Letters](#).

VIOLATION AND BREACH OF CONTRACT

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Rights and Remedies of the AGENCY

The District shall have the following rights in the event that the District deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the District, the Contractor expressly agrees that no default, act or omission of the District shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the District directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the District will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the District takes action contemplated herein, the District will provide the Contractor with sixty (60) days written notice that the District considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

The District and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the District and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the District's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by the District, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the District and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the District is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBY RESTRICTIONS

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and complete the required form submittal contained in this document.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the District to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

CARGO PREFERENCE - USE OF UNITED STATES-FLAG VESSELS

The contractor agrees:

- a to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FLY AMERICA REQUIREMENTS

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following

website locations:

Federal Transit Administration website Disadvantaged Business Enterprise

Department of Transportation website Disadvantaged Business Enterprise Program

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

ADA ACCESS - ACCESS FOR INDIVIDUALS WITH DISABILITIES

The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees

to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. *Accessibility.* Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38

SAFE OPERATION OF MOTOR VEHICLES

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance. The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROTECTION OF SENSITIVE SECURITY AND OTHER SENSITIVE INFORMATION

The Contractor agrees to comply with the following requirements for the protection of sensitive security information.

The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 15.

The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security

Information,” 49 C.F.R. part 1520, and

The Contractor is required to implement, reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

METRIC MEASUREMENTS

NTD will accept property and services with dimensions expressed in metric measurements, to the extent practicable and feasible, in compliance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. Sections 205a *et seq.*; Executive Order No. 12770, “Metric Usage in Federal Government Programs,” July 25, 1991, 15 U.S.C. Section 205a note; and applicable Federal regulations.

USE OF \$1 COINS

To comply with Section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. Section 5312(p), FTA assisted property that requires the use of coins or currency in public transportation service or supporting service must be fully capable of accepting and dispensing \$1 coins.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

ELECTRONIC AND INFORMATION TECHNOLOGY

The Recipient agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194.

STATE AND NTD REQUIREMENTS

STATE OF CONNECTICUT REQUIREMENTS

REQUIREMENTS OF THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION

The Agreement between the Norwalk Transit District and the Connecticut Department of Transportation has specific provisions that are passed on to all third party contractors including, but not limited to, Civil Rights, Nondiscrimination, Affirmative Action/Equal Employment Opportunities, Disadvantaged Business Enterprise, Governors' Executive Orders, Code of Ethics, and all applicable federal regulations. These provisions and all applicable appendices of the Agreement are herein incorporated by reference and made a part of this contract.

State Requirements:

- State of Connecticut Code of Ethics
- Connecticut Required Contract/Agreement Provisions Specific Equal Employment Opportunity Responsibilities
- Executive Orders (3, 16, 17)
- Jurisdiction and Forum Language
- Audit and Inspection of Plants, Places of Business, and Records
- Environmental Law and Compliance
- Insurance Types and Thresholds
- NTD Code of Ethics

Signed:

Authorized Corporate Official

Date

Signed:

Authorized Corporate Official

Date



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

SUBJECT: Code of Ethics Policy

June 1, 2007

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service*. **Upon leaving State service:**
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and

substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term “represent” has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any

of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

March 3, 2009

**CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS SPECIFIC EQUAL EMPLOYMENT
OPPORTUNITY RESPONSIBILITIES**

1. General:

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors Consultants and Subconsultants Suppliers of Materials and Vendors (where applicable) Municipalities (where applicable) Utilities (where applicable)

c. The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d. The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Equal Employment Opportunity Officer:

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy:

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start

of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. Recruitment:

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. Training and Promotion:

- a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.
- d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions:

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.
- c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special

provisions, such Company shall immediately notify ConnDOT.

9. Subcontracting:

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.
- b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports:

- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
 - (1) The number of minority and non-minority group members and women employed in each classification on the project;
 - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.
- c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

11. Affirmative Action Plan

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.

GUIDELINES AND RULES OF STATE LABOR COMMISSIONERS
IMPLEMENTING GOVERNOR'S EXECUTIVE ORDER NO. THREE

SEC. 1. PERSONS & FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES & RULES.

- a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.
- b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.
- c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2. SUBCONTRACTORS.

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3 EMPLOYEES.

As used herein, employees are persons working full or part-time irrespective of personnel classification whose wages, salaries, or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (Whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution, or offer or acceptance, and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4. REPORTS.

- a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.C. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.C. 3-1.
- b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require

the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

- c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed or to be employed in the performance of the contract, and the labor Commissioner may define such minority groups or persons.
- d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive Order No. three shall have access to these reports for inspection or copying during regular business hours.
- e. Any person who willfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or surrendered by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

These provisions are in addition to and not in lieu of other clauses required by law. *

* N. B. the above paragraphs contain requirements additional to those set forth in July 14, 1971 directive to state agencies.

- a. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:
Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination, and vendor agrees to comply therewith.
- b. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be submitted.

SEC. 6. COOPERATION OF STATE AGENCIES, BOARDS, AND COMMISSIONS.

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor

Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance the Labor Commissioner may request.

SEC. 7 INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standard, safeguarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8. Hearings.

The Labor Commissioners or officers designated by the heads of the State agencies, boards and commissions may conduct hearings on complaints filed. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioners and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the accepted principles of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITITES.

All state contracting agencies, employers, and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-51(d) of the General Statutes.

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 14, 1971, AND THE GENERAL STATUES OF ONNECTICUT.

Dated at Wethersfield, Connecticut this 19th day of November, 1971.

Signed by: Jack A. Fusari
Labor Commissioner

State of Connecticut by His Excellency
John G. Rowland
Executive Order No. 16

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and/or violent acts, and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contactors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment –

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees.
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.

4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut this 4th day of August 1999.

Signed by: John G. Rowland, Governor

Files this 4th day of August 1999
Susan Bysiewicz, Secretary of the State

THOMAS J. MESKILL, GOVERNOR
EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

NOW, THEREFORE, I, THOMAS J. MESKILL, governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon Promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation off or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contact directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public

announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

- (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law, any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.

Signed by: Thomas J. Meskill

Governor _____

Jurisdiction and Forum Language: The parties deem the Agreement to have been made in the City of Norwalk, State of Connecticut. Accordingly the Parties agree this Agreement is governed by the laws and court decisions of the State of Connecticut without giving effect to its conflict of law provisions. The Second Party irrevocably consents with respect to any claims or remedies at law or inequity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or Agreement).

Audit and Inspection of Plants, Places of Business, and Records: The District and 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 plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

The Contractor shall maintain accurate and complete records and shall make all of its records available at all reasonable hours for audit and inspection by the District and the State of its agents.

All requests for any audit or inspection will be made 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, no obligation to provide any prior notice is required.

The Contractor shall keep and preserve or cause to be kept and preserved all of its records until three (3) years after the later 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 or the District 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.

The Contractor shall cooperate fully with an audit or inspection. Following any audit or inspection, an exit conference may be conducted in which the Contractor shall cooperate and participate.

Environmental Law and Compliance: - The Second party shall be responsible to comply with all federal and state environmental laws and regulations including but not limited to, pollutants emissions control, storage and/or disposal of waste, fluids, fuels, oil, and chemicals in general. The Second Party shall be responsible to comply with OSHA regulations. The Second Party will hold the State and the District harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

INSURANCE TYPES AND THRESHOLDS

INSURANCE CERTIFICATES REQUIRED: Before any contract is executed, the successful contractor(s) will be required to file with the Norwalk Transit District, prior to the commencement of work under this contract or within twenty (20) days from the date of notification (whichever occurs first) a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit proof of insurance coverage within the specified time frame will allow the District to re-award the contract or re-bid the project, as it deems necessary. Insurance certificates must document that the Vendor commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the District in the event of a claim, and/or in accordance with any statutory requirements.

With respect to the operations performed by the contractor under the terms of this Contract and also those performed for the contractor by its subcontractors, the contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto with the District and the State being named as an additional insured with the following minimum liability insurance coverage at no direct cost to the District or the State.

Contractor shall assume any and all deductibles in the described insurance policies. The contractor's insurers shall have no right of recovery or subrogation against the District or the State and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the District or the State. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 60 days prior written notice by certified mail has been given to the District and the State. "Claims Made" coverage is unacceptable.

A. COMMERCIAL GENERAL LIABILITY (as applicable)

Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of TWO MILLION DOLLARS (\$2,000,000.00) for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired, leased or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing for a total of (a) ONE MILLION DOLLARS (\$1,000,000.00) for vehicles with a seating capacity of ten(10) or less passengers, (b) One Million Five Hundred Thousand Dollars (\$1,500,000) for vehicles with a seating capacity of fourteen (14) or less passengers, and (c) Five Million Dollars (\$5,000,000) for vehicles with a with a seating capacity of fifteen (15) or more passengers, for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

C. WORKERS' COMPENSATION

With respect to all operations the contractor performs and all those performed for the contractor by subcontractor(s), the contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremens and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

D. UMBRELLA LIABILITY

In the event the contractor secures excess/umbrella liability insurance to meet the minimum requirements specified and (if required) the Norwalk Transit District and the State of Connecticut must be named as Additional Insured.

E. ERRORS AND OMISSIONS INSURANCE:

The CONSULTANT shall provide errors and omissions insurance for liability resulting from the negligent performance of professional duties or operations. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

The Contractor agrees to furnish to the NTD "Certificate of Insurance, in conjunction with Items A, B, C, and D above, fully executed by an insurance company or companies satisfactory to the District and the State, for the insurance policy or policies herein above, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U. S. Longshoremens and Harbor Workers' Compensation Act coverage, the policy number (s) and term of the policy (ies) shall be indicated on the certificate of insurance. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

Contractor hereby indemnifies and shall defend and hold harmless the District and the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

Updates on the insurance coverage are the responsibility of the contractors. Insurance requirements will be strictly enforced. Contractors should hand carry or mail Insurance Certificates to the Norwalk Transit District, C/O Project Manager of NTD, Lori Richards, 275 Wilson Avenue, Norwalk, CT 06854. Purchase orders WILL NOT be issued without receipt of properly executed insurance certificates.

THE NORWALK TRANSIT DISTRICT CODE OF ETHICS/CONDUCT

Statement of Policy

The Norwalk Transit District operates a public service, using public funds and facilities. As such, all officers, employees, board members or agents engaged in the award of administration of third party contracts or sub agreements financed with Federal or State assistance have a responsibility to safeguard public assets and maintain the highest standards of ethical conduct in their performance of public business. The Company's adopted Code of Ethics is consistent with the policies established by the Connecticut Department of Transportation for its employees.

Acceptance of Gifts or Gratuities

Norwalk Transit District's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier or subrecipient at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Norwalk Transit District has set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. If an employee has any question regarding the definition of *de minimis* or nominal intrinsic value they should direct in writing and confer immediately with the CEO. It further agrees that its code or standards shall also prohibit the its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Norwalk Transit District agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third party contractors or subrecipients or their agents.

No officers, employees, board members or agent including shall, either individually or as a member of a group, directly or indirectly, solicit or accept any gift or gratuity from any person or organization with whom he/she has, has had, or may expect to have, a business relationship which would cause, or create the appearance of, a conflict with or influence the performance of the employee's duties.

It is especially important that employees who are in any way involved in making or recommending procurement decisions, in writing specifications for Company purchases, or in reviewing the performance of Company suppliers or contractors, exercise special care to avoid even the appearance of a conflict of interest.

This policy extends to the solicitation or acceptance of special treatment or personal discounts from an outside vendor, as well as specific items of monetary value.

Any offers of gifts, gratuities, personal discounts, or other special favors to Company employees must be courteously, but firmly, refused or returned. When it is necessary to do so, employees should, for their own protection, document their actions, citing this policy.

Personal Conflict of Interest

The Norwalk Transit District's code of conduct prohibits its' employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by State and Federal assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

Organizational Conflicts of Interest.

The Norwalk Transit District's code of conduct includes procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities,

result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work. Engaging in practices that result in organizational conflicts of interest: Occurrence. An organizational conflict of interest occurs when any of the following circumstances arise:

- a Lack of Impartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to NTD due to other activities, relationships, contracts, or circumstances.
- b Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- c Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

Use of Public Facilities

Personal use of Company facilities, vehicles, equipment, supplies, and services is strictly prohibited. Company facilities, equipment, supplies, and services shall be used only for proper business purposes. This policy applies to the use of Company employees to perform personal favors or tasks, even if reimbursement is made. Likewise, use of Company facilities and/or equipment (included are tools, pits, lifts, electrical power, etc.) for servicing employee's personal vehicle or any personal property, taking office supplies for personal use, personal use of office copying equipment and telephones, and misuse of petty cash accounts, can be serious violations of this policy.

An exception is made for personal copying of an incidental nature where it is impractical to make personal copies outside the office. In such instances, you must reimburse the Company the established rate for each copy. Payment should be made to the Director of Finance. Employees are expected to perform personal copying on their own time. Employees who abuse this privilege by making an excessive number of personal copies, failing to reimburse the Company as required, and/or leaving copier equipment in unserviceable condition will be subject to disciplinary action.

As a general policy, employees should not place or receive personal telephone calls during working hours. Employees should not use Company telephones for personal calls. It is understood that on occasion, exceptions to these general policies may be necessary. However, employees who abuse telephone privileges by making or receiving an excessive number of personal calls, or whose personal calls involve an inordinate amount of work time, will be subject to disciplinary action.

In addition, employees should not use Company telephones for personal toll calls (whether in-state or out-of-state). It is understood that on occasion, exceptions to this policy may be necessary -- for example, an employee needing to inform family members he or she will be working late. Employee who needs to use a Company telephone for a personal toll call under such special circumstances must inform their supervisor.

No employee shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Company.

No employee shall accept employment with, or have, either directly or indirectly, a financial interest in any enterprise doing business with the Norwalk Transit District which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Company. If an employee is in the position of dealing on behalf of the Company with another firm in which he/she has such a financial interest, responsibility should be delegated to another employee. As a general policy, employees in a position to influence company business decisions must maintain an "arm's length" relationship at all times when dealing with outside interests.

All employees are also required to comply with Sections 1-79 through 1-89 of the CGS entitled Code of Ethics for Public Officials and are additionally advised that certain political activities governed by the Federal Hatch Act and CT Statute 5-

266a may also result in a conflict of interest for The Norwalk Transit District employees. For further detail regarding the cited references please see the Human Resource Department.

Penalties

Given the Company's overriding responsibility for the proper use of public funds and facilities, employees found to be in violation of the foregoing policies will be subject to discipline, including possible immediate discharge.

REQUIRED PROPOSAL/BID FORMS

REQUIRED PROPOSAL/BID FORMS

The following forms represent required proposal/bid forms that must be completed and returned concurrently with your proposal/bid. Failure to submit all of the forms may render your proposal/bid non-responsive.

- Affirmative Action Policy Statement
- Affirmative Action Assignment of Responsibilities
- Affirmative Action Company Data Sheet
- Affidavit of Non-Collusion/Conflict of Interest
- Affidavit of Suspension and Debarment
- Title VI Contractor Assurance
- Buy America Form
- Lobbying Form
- Fly America Form
- DBE Policy Statement and DBE Utilization Form
- DBE Participation Schedule
- Contractor DBE Form
- SBE Policy Statement and SBE Utilization Form
- SBE Participation Schedule
- Contractor SBE Form
- Responsibility Form
- Acknowledgement of Addenda

Signed:

Authorized Corporate Official

Date

Signed:

Authorized Corporate Official

Date

AFFIRMATIVE ACTION PLAN

Company Name _____

Address _____

City/State/Zip _____

Area Code/Phone Number _____

Area Code/Fax Number _____

Contact Person _____

AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, sex, national origin or disability. Such action shall include: Employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. This policy and practice applies to all persons.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations executive orders and the EEO contract provisions, including but not limited to those listed below:

1. Civil Rights Act of 1964, as amended
2. Title 23 U.S.C. 140
3. Title 23 CFR Part 200 and 230
4. Title 49 C.F.R. Part 21 & 26
5. Governor's Executive Orders #3 and #17
6. Connecticut Fair Employment Practices Act
7. Americans with Disabilities Act of 1990
8. Public Act No. 91-58
9. Specific Equal Employment Opportunities Responsibilities
10. Required Contract Provisions Federal Aid Construction Contracts
11. A (76) Affirmative Action Requirements
12. Training Special Provision
13. Minority Business Enterprises as Subcontractors
14. Standard Federal Equal Employment Opportunity Construction Contract Specification
15. Nondiscrimination Act

In implementing this policy and ensuring that equal opportunity is being provided to protected class members, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is "An Affirmative Action/Equal Opportunity Employer."

In order to substantiate this firm's efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements

utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain internal EEO/affirmative action audit procedures and reporting, as record keeping systems.

It is understood by me, my Equal Employment Opportunity Officer and my supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm’s affirmative action program and/or failure to adequately document the affirmative actions taken and efforts made to recruit and hire minority and female applicants, in accordance with our affirmative action program in each instance of hire, will result in this firm being to recommit itself to a modified and more stringent affirmative action program prior to receiving approval. It is recognized than an approved affirmative action program is a prerequisite for performing services for the contracting agency.

Managers and supervisors are advised of their responsibilities to ensure the success of the program. The ultimate responsibility for the Affirmative Action Program rests with the Chief Executive Officer. However, the day-to-day duties will be coordinated by _____, who
(Name / Title)
has been designated the Equal Opportunity Officer of this firm.

This Affirmative Action Plan has my whole-hearted support. In addition, each manager and supervisor, as well as all employers, are directed to aid in the development and implementation of the program and will be responsible for compliance to its objectives.

Signature of Chief Executive Officer

Date

ASSIGNMENT OF RESPONSIBILITIES

The contractor/consultant shall designate a responsible official to monitor all employment related activity to ensure that the firm's EEO policy is being implemented.

I hereby appoint _____ as the Equal Employment Opportunity Officer of this firm.

Equal Employment Opportunity Officer

The contracting officers and equal opportunity officer (hereinafter referred to as the EEO Officer) shall have the responsibility for and must be capable of effectively administering and promoting an active program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

All members of the Company's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

The EEO Officer's responsibilities shall include the following:

1. Conduct periodic meetings of supervisory and personnel office employees upon hire and not less often than once every six months, at which time the equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the company EEO Officer or another knowledgeable company official.
2. All new supervisory of personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring woman/minority group employees.
4. Develop, Implement and monitor progress in this firm's affirmative action plan.
5. Initiate and maintain contact with unions, recruitment sources and organizations servicing members of protected groups concerning the achievement of affirmative action requirements.
6. Place notices and posters setting forth the firms equal employment opportunity policy in areas accessible to employees, employment applicants and potential employees.
7. The equal employment opportunity policy and procedures to implement such policy will be brought to the attention of employees by meetings, employee handbooks, or other appropriate means.

8. The firm unless precluded by valid bargaining agreement will conduct systematic recruitment and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. The firm's EEO Officer will identify sources of potential; minority group employees and establish with such identified sources, procedures whereby minority group applicant may be referred to the firm for employment consideration.
9. In the event that the firm has a valid bargaining agreement providing for exclusive hiring hall referrals, you are expected to observe the provisions of that agreement to the extent that the system permits the firm's compliance with equal employment opportunity contract provisions.
10. If the firm relies in whole or in part upon unions as a source of employees, you will use your best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees.
11. The firm will periodically evaluate the spread of wages paid each classification to determine any evidence of discriminatory wage practices.
12. The firm will promptly investigate all complaints of alleged discrimination made to the firm.
13. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
14. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

EEO OFFICER SIGNATURE

DATE

CEO/PRESIDENT/OWNER SIGNATURE

DATE

COMPANY DATA SHEET

**INCLUDE ALL
EMPLOYEES FULL AND
PART-TIME:**

[illegible]

AFFIDAVIT OF NON-COLLUSION/CONFLICT OF INTEREST

I hereby swear (or affirm) under penalty for perjury:

1. That I am Offeror (if the Offeror is an individual), a partner in the offer (if the Offeror is a partnership), or an officer or employee of the Offeror corporation having the authority to sign on behalf (if the Offeror is a corporation);
2. That the attached offer has been arrived at by the Offeror independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;
3. That the contents of the offer have not been communicated by the offer or it's employees or agents to any person not an employee or agent of the offer or it's surety or any bond furnished with the offer, and will not be communicated to any such person prior to the official awarding of this procurement; and
4. The Contractor shall not offer or provide gifts, gratuities, favors, entertainment or any other gratuities of monetary value to any official, employee or agent of Norwalk Transit District during the period of this contract or for one year thereafter.
5. Personal/Organizational conflict arises when (1) an employee, officer, agent or board member, (2) any member of his/her immediate family, (3) his/her partner, or (4) an organization that employs, or intends to employ any of the listed, participate in selection, award or administration of federally funded contracts and have financial or other interest in a firm competing for or selected for award. To the best of my knowledge and belief no affiliation exists relevant to possible organizational or personal conflicts of interest.
6. The Offeror shall disclose, to the best of his/her knowledge, any State employee, Norwalk Transit District employee, or member of the State legislature or any relative of such who is an officer or director of, or has a material interest in, the Offeror's business, who is in a position to influence this procurement.

Name

Relationships

_____	_____
_____	_____
_____	_____
_____	_____

That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

Firm Name: _____
Address: _____
Authorized by: _____
Signature: _____
Title: _____
Date: _____

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

Notary Public

My commission expires _____, 20__.

If the Offeror is unable to complete this form then it needs to disclose and attach to this form a detailed statement fully disclosing any exceptions and why it believes, in light of the interest(s) identified that performance of the proposed contract can be accomplished in an impartial and objective manner. Norwalk Transit District reserves the right to request more information, to disqualify the Offeror, to contract with the Offeror if it is in Norwalk Transit District's best interest and include appropriate provision to mitigate or avoid such conflict in the contract awarded. Refusal to provide the disclosure or representation or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Norwalk Transit District. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Norwalk Transit District may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Transit District.

(Failure to complete this form and to submit it with your offer may render this offer non-responsive)

STATE OF CONNECTICUT REQUIRED AFFIDAVIT OF SUSPENSION AND DEBARMENT

(Offerors must submit evidence of SAM registration with their submittal. Additionally check DAS website for list of State debarments)

The State of Connecticut Department of Transportation requires that this certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders as a direct result of this project.

Suspended or debarred Contractors, consulting engineers, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work. The Norwalk Transit District as a part of its obligation to determine if a Vendor meets the responsibility criteria for federal and state contract award, will check prior to award both the State of Connecticut Debarment List and the **System for Award Management (SAM)**. SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at <https://www.sam.gov/portal/SAM/##11>. User guides and webinars are available under the Help tab.

The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of State and Federal funds.

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State department or agency; and
- (2) Has not within the prescribed statutory time period preceding this agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, the Second Party shall attach an explanation to this agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, subcontracts and purchase orders resulting directly from this contract.

- (1) The prospective subcontractors, sub-subcontractors participants certifies, by submission of it/their proposal, that neither it nor its principals is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency; and

- (2) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

Please note Proposers must be registered with SAM which requires a DUNS number. Please carefully review this section under the state and federal suspension and debarment requirements contained in the procurement documents. We reserve the right to determine the Proposer non-responsive if it fails to be registered with SAM at the time of the proposal submittal.

TITLE VI CONTRACTOR ASSURANCE REQUIRED BY THE STATE OF CONNECTICUT

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the District and Contract shall mean the same as Agreement.

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:

Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT11"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: - In all solicitations either by competitive 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 shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

Information and Reports: - The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, 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 shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: - In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

Incorporation of Provisions: - The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such

direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Managers and supervisors are being advised of their responsibilities to ensure the successful implementation of this policy. This Policy has my whole-hearted support and will be held responsible for compliance to its objectives.

Company Name _____

(if applicable, include d/b/a)

Address _____

City/State/Zip _____

Area Code/Phone Number _____

Area code/Fax Number _____

Contact Person _____

Buy America Certificate
100% Manufactured Products

Buy America (For steel, iron, manufactured products)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to the District the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

Note: On December 19, 2014, a joint interim final rule was published, implementing for all Federal award-making agencies the final guidance “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly referred to as the “Super Circular”), which was published by the Office of Management and Budget (OMB) on December 26, 2013. The Super Circular consolidates eight existing grant-related circulars into one set of uniform regulations located in Title 2 of the CFR.

2 CFR Part 200 applies to the administration of all Federal grants, cooperative agreements, and amendments as of December 26, 2014. Procurements under grants and cooperative agreements executed prior to December 26, 2014 continue to be subject to 49 CFR Parts 18 and 19 as in effect on the date of such grants or agreements.

2 CFR Part 200 contains certain notable changes to FTA grants management. The Super Circular increases the simplified acquisition threshold to \$150,000 (per 2 CFR 200.88) to bring it in alignment with the FAR. This new

threshold applies to procurements funded by grants issued on or after December 26, 2014. Procurements funded by grants issued on or before December 25, 2014, are subject to the previous simplified acquisition threshold of \$100,000 (per 18 CFR 36(d)).

Similarly, the Buy America public interest waiver exempts “small purchases” from Buy America regulations, which incorporated by reference a provision from US DOT’s Common Grant Rule (49 CFR 18.36(d)) that set that threshold at \$100,000 or less. This threshold continues to apply for all grants obligated on or before December 25, 2014. On December 26, 2014, however, US DOT’s Common Grant Rule in 49 CFR Part 18 was replaced with a new regulation, 2 CFR Part 1201, which incorporates by reference OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and contains a higher threshold for simplified acquisitions.

Therefore, for grants obligated on or after December 26, 2014, the threshold is raised to match the simplified acquisition threshold set by 2 CFR 200.88, which incorporates by reference the Federal Acquisition Regulation at 48 CFR 2.1 (definitions), and currently is set at \$150,000. This amount will be adjusted periodically for inflation. FTA will continue to base the exemption on the total amount of the project and not on the individual price of items being purchased. For example, if a recipient purchases ten items costing \$20,000 each under a single purchase order, the \$200,000 contract would make the procurement subject to Buy America Requirements, 49 CFR 661.7.

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text"/> * Name: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/>		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Fly America Requirements

a Definitions as used in this clause

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

**DISADVANTAGED BUSINESS ENTERPRISE
NORWALK TRANSIT DISTRICT POLICY STATEMENT**

It is the policy of the NORWALK TRANSIT DISTRICT and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the NORWALK TRANSIT DISTRICT to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities;
and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The NORWALK TRANSIT DISTRICT shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the NORWALK TRANSIT DISTRICT may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the NORWALK TRANSIT DISTRICT.

Contract Assurance

The Contractor, subrecipient or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor 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 NORWALK TRANSIT DISTRICT deems appropriate.

DBE Participation

For the purpose of this Contract, the NORWALK TRANSIT DISTRICT will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the *Unified Certification Program (UCP)*; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the NORWALK TRANSIT DISTRICT.

DBE Participation Goal

The DBE participation goal for this Contract is set at 0%.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the NORWALK TRANSIT DISTRICT.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the NORWALK TRANSIT DISTRICT will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the NORWALK TRANSIT DISTRICT will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the NORWALK TRANSIT DISTRICT's DBE Officer (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the NORWALK TRANSIT DISTRICT generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority. Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for

work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the NORWALK TRANSIT DISTRICT that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the NORWALK TRANSIT DISTRICT's CEO, Kimberlee Morton. The CEO will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The NORWALK TRANSIT DISTRICT will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the NORWALK TRANSIT DISTRICT's prior written consent. The NORWALK TRANSIT DISTRICT may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the NORWALK TRANSIT DISTRICT in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The NORWALK TRANSIT DISTRICT shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the NORWALK TRANSIT DISTRICT** that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and

- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Norwalk Transit District. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The NORWALK TRANSIT DISTRICT to have access to necessary records to examine information as the NORWALK TRANSIT DISTRICT deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the NORWALK TRANSIT DISTRICT, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained.

Sanctions for Violations

If at any time the NORWALK TRANSIT DISTRICT has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the NORWALK TRANSIT DISTRICT may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Signature of Owner or Authorized Representative _____

Title _____

Date _____

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

Firm Name: _____

Signature: _____

Title: _____

Date: _____

Note: This form is to be submitted with the proposal. Please attach the names and addresses of any and all DBE eligible subcontractors who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation then this must be indicated on the form, the form executed and returned with this proposal.

(Failure to complete this form and to submit it with your proposal may render this proposal non-responsive).

CONTRACTOR/DBE FORM

1. Is your firm a registered Disadvantaged Business Enterprise (DBE)?

Yes _____

No _____

If the answer is “**Yes**”, please fill in your DBE Certification Number: _____

2. Does your firm plan to subcontract any of the work or services required under this contract to any subcontractors, or procure items from suppliers?

Yes _____

No _____

If the answer is “**Yes**”, please continue with completing this questionnaire.

If the answer is “**No**”, you may stop here and you do not need to continue to Question 3. Please sign and submit this page.

3. Describe briefly how your firm solicited small businesses, including DBEs, to participate on this contract.

4. Identify the portion(s) of the work or service that were selected for subcontracting and explain why these portions of work were selected:

5. Explain the reasons for rejecting bids and accepting the bids from the selected subcontractor, or supplier:

6. Describe any efforts your firm made to assist small businesses, including DBEs, in obtaining (1) adequate information about this solicitation, and (2) necessary equipment, supplies, bonding, or insurance, among other requirements, to perform this contract:

7. Describe any other steps your firm used to encourage or select small businesses, including DBEs:

The undersigned certifies that the above narrative is true and accurate and may be relied upon by the District in evaluating the Proposer’s compliance with the proposal requirements.

Signature of Owner or Authorized Representative _____

Title _____

Date _____

STATE OF CONNECTICUT SMALL BUSINESS ENTERPRISE

SBE Participation Goal

The SBE participation goal for this Contract is set at 0%.

A small business enterprise (SBE) is defined as a company that has:

- Its principal place of business is in Connecticut.
- Gross revenues not exceeding \$15,000,000 during its most recently completed fiscal year; and
- Is “independent.”
 - To be “independent,” the viability of the SBE must not depend upon another person, as determined by an analysis of the small contractor’s relationship with any other person in regards to the provision of personnel, facilities, equipment, other resources and financial support, including bonding.

A minority owned business (MBE) is defined as:

- A small contractor (must meet the above-stated SBE criteria) with at least 51% ownership by one or more persons who:
 - 1) exercises operational authority over daily affairs of the business;
 - 2) has the power to direct the management and policies and receive the beneficial interests of the business;
 - 3) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise and
 - 4) is a member of a “minority,” as that term is defined in [C.G.S. 32-9n\(a\)](#), or who is an individual with a disability.
 - Connecticut law states that “minority” means:
 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.

SBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% SBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the SBE goal of %) is committed to a minimum of _____% SBE utilization on this contract and submits documentation demonstrating good faith efforts.

Signature of Owner or Authorized Representative _____

Title _____

Date _____

SBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all Small Business Enterprise (SBE's) participating in the CONTRACT. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

SBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

Firm Name: _____

Signature: _____

Title: _____

Date: _____

Note: This form is to be submitted with the proposal. Please attach the names and addresses of any and all SBE eligible subcontractors who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation then this must be indicated on the form, the form executed and returned with this proposal.

(Failure to complete this form and to submit it with your proposal may render this proposal non-responsive).

CONTRACTOR/SBE FORM

1. Is your firm a registered Small Business Enterprise (SBE)?

Yes _____

No _____

If the answer is “**Yes**”, please fill in your SBE Certification Number: _____

2. Does your firm plan to subcontract any of the work or services required under this contract to any subcontractors, or procure items from suppliers?

Yes _____

No _____

If the answer is “**Yes**”, please continue with completing this questionnaire.

If the answer is “**No**”, you may stop here and you do not need to continue to Question 3. Please sign and submit this page.

3. Describe briefly how your firm solicited small businesses, including SBEs, to participate on this contract.

4. Identify the portion(s) of the work or service that were selected for subcontracting and explain why these portions of work were selected:

5. Explain the reasons for rejecting bids and accepting the bids from the selected subcontractor, or supplier:

6. Describe any efforts your firm made to assist small businesses, including SBEs, in obtaining (1) adequate information about this solicitation, and (2) necessary equipment, supplies, bonding, or insurance, among other requirements, to perform this contract:

7. Describe any other steps your firm used to encourage or select small businesses, including SBEs:

The undersigned certifies that the above narrative is true and accurate and may be relied upon by the District in evaluating the Proposer’s compliance with the proposal requirements.

Signature of Owner or Authorized Representative _____

Title _____

Date _____

RESPONSIBILITY QUESTIONNAIRE

PART I - INSTRUCTIONS

1. Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question. If any representation is not accurate and complete at the time Bidder/Proposer signs this Questionnaire, Bidder/Proposer must, as part of its Bid/Proposal, identify the provision and explain the reason in detail in the space provided below. If additional space is needed, add additional sheet(s) to this Questionnaire. If this space is left blank, Bidder/Proposer shall be deemed to have represented and warranted the accuracy and completeness of the representations on this Questionnaire:
2. All information must be legible.
3. The term "Bidder" includes the term "Proposer" and also refers to the firm awarded the Contract. The term "Bid" includes the term "Proposal".
4. If during the performance of this Contract, either of the following occurs, Bidder shall promptly give notice in writing of the situation to NTD's CEO, and therefore cooperate with NTD's review and investigation of such information.
 - i) Bidder has reason to believe that any representation or answer to any question contained in this Questionnaire was not accurate or complete at the time this Questionnaire was signed; or
 - ii) Events occur or circumstances change so that an answer to any question is no longer accurate or complete.
5. In NTD 's sole discretion, the following shall constitute grounds for NTD to take remedial action up to and including immediate termination of the Contract for convenience without payment for profit and overhead for work not performed if:
 - i) Bidder fails to notify the PROJECT MANAGER as required by "4" above:
 - ii) Bidder fails to cooperate with NTD's request for additional information as required by "4" above.
6. NTD reserves the right to inquire further with respect to Bidder's responses; and Bidder consents to such further inquiry and agrees to furnish all relevant documents and information as requested by NTD. Any response to this document prior or subsequent to Bidder's Bid which is or may be construed as unfavorable to Bidder will not necessarily automatically result in a negative finding on the question of Bidder's responsibility or a decision to terminate the Contract if it is awarded to Bidder.

PART II - IDENTITY OF PROPOSER

Company Full Legal Name: _____

Contact Person: _____

Legal Address: _____

Legal Telephone Number: _____

Indicate all other names by which this organization has been know and the lengths of time know by each name.
Please attach additional pages as needed.

Company Federal taxpayer identification number _____

Operating as one of the following forms of legal entity (Check whichever applies and fill in any appropriate blanks):

- _____ An individual or sole proprietorship
- _____ A general partnership
- _____ A limited partnership or LLP
- _____ A joint venture consisting of: _____
and _____
(List all joint ventures on a separate sheet if this space is inadequate.)
- _____ A non-profit organization
- _____ A corporation, or LLC organized or incorporated under the laws of the following state or country:
_____ on the following date: _____.

1. If the organization is a corporation, indicate the following:

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice-President's name: _____

Secretary's name: _____

2. Certificate of Incorporation been previously filed with NTD (corporation only)

Yes _____ No _____ If "NO", attach a certified copy

3. How many years has this organization been in business under its present business name? _____

4. How many employees does this organization have? _____

5. If the organization is an individual or a partnership, answer the following:

Date of organization: _____

Name and address of all partners (state whether general or limited partnership)
Please attach additional pages as needed.

6. If the organization is other than a corporation or partnership, describe the organization and name its principals. Please attach additional pages as needed:

7. List the States in which your organization is legally qualified to do business. Indicate category or trade and indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed. Please attach additional pages as needed.

8. Trade References. List names, addresses and telephone numbers of three firms with whom your organization has regular business dealings. Please attach additional pages as needed.

9. List below the names, business addresses, telephone numbers and contact person(s) of three Companies for which similar work is performed in the previous three (3) years, **(make your references aware that NTD will be calling and that the call should be addressed AS QUICKLY AS POSSIBLE;** this may affect your responsibility scoring), Firms or Organizations similar in size to NTD for whom you have performed work/services similar to those sought through this Request for Proposal. Please include Name, address, and telephone number of the organization and contact person, brief description of project and month and year of contract. (Attach additional pages as needed)

10. Bank References: List names, addresses and telephone numbers of the financial institutions used by your organization. Please attach additional pages as needed:

11. Has your organization ever failed to complete any work awarded to you? If so, note when, where and attach a separate sheet of explanation to this form.

12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization where it failed to complete a contract? If so, note whom, when and where and attach a separate sheet of explanation to this form.

13. Attach a corporate financial statement for the most recent year. If a financial statement is not available, please provide other suitable documentation of the financial stability of the organization. It is imperative that the company demonstrates that it has the financial capacity to carry out the overall performance of this project.

Name of the firm preparing the financial statement and date of preparation:

14. Is this financial statement for the identical organization named on the first page of this questionnaire?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary):

15. Will this organization act as a guarantor of the contract for management? _____

PART III - TECHNICAL

1. List each contract which, during the last two years, the person/entity contracting with you: i) terminated for default; ii) sued to compel performance; iii) sued to recover damages, including, without limitation, upon alleged breach of contract, misfeasance, error or omission or other alleged failure on your part to perform as required by your contract; or iv) called upon a surety to perform the work.

2. During the past three years, has the Proposer's firm ever been a party to a bankruptcy or reorganization proceeding?

YES

NO

If answer is "YES" explain below.

3. Describe below whether any present or anticipated Title VI Discrimination Complaints against your company exist. Attach additional paperwork if necessary. If none, state "None".

4. Describe whether any present or anticipated commitments and/or contractual obligations might have an influence on the capabilities of the Proposer to perform the work called for by this Contract. Any apparent conflicts as between the requirements/commitments for this Contract with respect to the use of Proposer's resources, such as management or technical expertise or financing, should be explained. If none, state "None".

b. If any insurance is required please provide certificates of insurance naming NTD and the State of CT Department of Transportation as an additional insured. If none, state "None".

<u>Type of Insurance</u>	<u>Name of Insuring Co.</u>	<u>Limit of coverage</u>
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c. Have any of the Proposer's officers, partners, owners, managers or employees had any project related licenses, permits or certifications revoked or suspended in the past three years.

YES

NO

If answer is "YES" explain below.

6. List the names, titles and attach resumes or brief descriptions of the related industry experience for all management personnel assigned to this project. At a minimum this will include the primary Manger assigned to this project that will have the primary responsibility for performing the majority of work under this contract. This should clearly reflect the record of skill and experience of your proposed project management team.

PART IV - VERIFICATION AND ACKNOWLEDGMENT

STATE OF _____)

) ss.:

COUNTY OF _____)

On the _____ day of _____, 20____, before me personally came and appeared,

_____, by me known to be said person, who swore under oath as follows:

1. He/she is _____ of _____
(Print title) (Print name of firm)

2. He/she is duly authorizes to sign this Questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.

3. The answers to the questions set forth in this Questionnaire are true, accurate and complete.

4. He/she acknowledged and understands that the Questionnaire includes provisions, which are deemed included in the Contract if awarded to the firm.

Sworn to before me this _____ day of _____, 200__

(Notary Public)

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the RFP documents:

Addendum number _____ dated _____.

Addendum number _____ dated _____.

Addendum number _____ dated _____.

Addendum number _____ dated _____.

Addendum number _____ dated _____.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the proposal.

Date _____

Signature _____

Company Name _____

Title _____