SEALED BID NOTICE

11-20

EXTERIOR FAÇADE (S)

DECEMBER 12, 2019

**ALL PROSPECTIVE BIDDERS MUST INDIVIDUALLY REGISTER WITH CT*TRANSIT*
TO REGISTER AND OBTAIN A COPY OF THE PROCUREMENT PACKAGE GO TO
WWW.CTTRANSIT.COM**

ALL PROSPECTIVE BIDDERS SHOULD BE AWARE IF THEY DID NOT OBTAIN THIS PACKAGE FROM CT*TRANSIT*'S PURCHASING DEPARTMENT WE CAN IN NO WAY GUARANTEE YOU WILL RECEIVE ANY ADDITIONAL INFORMATION (ADDENDUMS, ETC)

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SECTION I

BACKGROUND

The H.N.S. Management Company, Inc. (d/b/a CT*transit*) is a subsidiary corporation of First Transit, Inc., established as the legal entity to perform a management contract with the State of Connecticut, which provides fixed route bus service within 53 towns in the Hartford, New Haven, and Stamford metropolitan areas. CT*transit* operates over 400 buses in three metro areas of the state to transport approximately 28 million passengers a year. An operating division is located in each of the three metro areas from which the local transit service is provided.

CT*transit* is soliciting Bids from qualified Vendors for the construction of a new façade at the Stamford administration building. Details of demolition and reconstruction are demonstrated by the contract documents. The balance of this Bid outlines the purpose and the scope of specifications that CT*transit* foresees for the items requested. It is CT*transit*'s intention to utilize one (1) qualified Vendor for the items requested in this procurement.

BID RELEASE	Thursday, December 12, 2019
SITE WALK-THROUGH	Thursday, January 9, 2020 @ 10:00am
QUESTIONS DUE BY	Tuesday, January 14, 2020 @ 10:00am
CT*TRANSIT* ANSWERS BY	Friday, January 17, 2020
BIDS DUE BY	Friday, January 31, 2020 @ 2:00pm

The Site Walk-through(s) shall be held at 26 Elm Ct., Stamford, CT 06902. Prospective Bidders are to provide their own safety vests for the walk-through.

CT*transit* has working relationships with the State of Connecticut and First Transit. Through these relationships we have the advantage of requesting the same pricing afforded on their contracts. CT*transit* would expect that pricing, for the services requested, on any State of Connecticut and/or First America contract would be extended through this request for Bid.

This Bid is not to be construed as a commitment of any kind, nor does it commit CT*transit* to pay for costs incurred in the submission of a Bid or for any costs incurred prior to the execution of a formal contract.

SECTION II

DEFINITIONS

Now therefore, in consideration of those present, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the Contractor and CT*transit* agree as follows::

(a) **Bid/RFP**: A Bid/RFP submitted in response to a Solicitation.

(b) **State Contractor**: a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

(c) **Principal of a State Contractor or Prospective State Contractor/Contractor Parties**: (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization**,** (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

(d) **State Contract Solicitation**: a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

(e) **Claims**: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(f) **Confidential Information**: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that CT*transit* classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state or local government records which are lawfully made available to the general public.

(g) **Confidential Information Breach**: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession

of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to CT*transit*, the Contractor, or the State.

(h) **State Contract**: means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

(i) **Managerial or Discretionary Responsibilities with Respect to a State Contract**: having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

(j) **Day**: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

(k) **Force Majeure**: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

(l) **Goods**: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation.

(m) **Goods or Services**: Goods, Services or both, as specified in the Solicitation.

(n) **Records**: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

(o) **Services**: The performance of labor or work, as specified in the Solicitation.

(p) **Solicitation**: CT*transit*'s request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of CT*transit* and the State of Connecticut. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes.

(q) **State**: The State of Connecticut, including CT*transit* and any office, department, board, council, commission, institution or other agency of the State.

(r) **Termination**: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

(s) **Title**: All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

(t) **Parties:** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."

(u) **Subcontractor**: Any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

SECTION III

TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

CT*transit* is requesting the successful Bidder provide new, quality materials to satisfy the needs of this procurement.

CT*transit* has implemented a safety policy for all Vendors completing contracted services at our Hartford, New Haven and Stamford Divisions. When a Vendor is on site at the CT*transit* facilities they are **required** to wear a high-visibility safety vest or high-visibility shirt, at all times. Vendors are required to provide their own high-visibility clothing.

3.0 TECHNICAL SPECIFICATIONS

3.0.1 SCOPE OF WORK

A. The scope of this project is to install a new metal wall panel system, replace all exterior windows and doors, as well as perform ancillary tasks to support the main scope. The project requirements are detailed by the attachments listed below. Note - The information below (and attachments) has been prepared for the convenience of those using this contract with the sole express purpose of locating quickly the information contained herein; and no claims shall arise due to omissions, additions, deletions, etc.

   I. ATTACHMENT 1: SPECIFICATIONS FOR ALL CTTRANSIT CONSTRUCTION PROJECTS

   II. ATTACHMENT 2: CSI FORMATTED SPECIFICATIONS

   III. ATTACHMENT 3: PLAN SHEETS

3.0.2 CTDOT FORM 817

A. The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 817, 2016, as revised by the most recently updated Supplemental Specifications (otherwise referred to collectively as "CTDOT Form 817") is hereby made part of this contract. Copies of CTDOT Form 817 and any Supplement Specifications are available at https://portal.ct.gov/DOT/Publications/Form-817

3.0.3 PROJECT SPECIFIC WORK SCHEDULE & PHASING

A. Disruption to the operation of CT*transit* must be minimized. Start of physical construction shall not be scheduled until a thorough understanding of long lead time items is developed. Contractor shall follow the requirements defined by section 1.05.08—Schedules and Reports, of the CTDOT Form 817. No compensation shall be made for delays associated with improper coordination of material delivery. It is anticipated that the contractor will complete this project by **November 1, 2020**.

B. The contractor will be required to phase this work so that CT*transit* staff has means for safe, passable, ADA compliant entrances and egress at all times. The contractor shall employee whatever means are necessary (e.g. off hours work, temporary protection, temporary ramps, etc.) to ensure this condition is met.

C. The contractor will be required to phase this work so that the duration and frequency of CT*transit* staff relocations are minimized. At least forty eight (48) hours' notice will be required before performing any interior work.

D. The contractor shall plan this work under the assumption that the second floor conference room will be used as a temporary work space for relocated CT*transit* staff while work is being done in their respective office spaces. Therefore, the contractor shall plan to complete interior office spaces (and conference room) in a sequence, rather than all spaces concurrently. Further details can be established once the contract is awarded.

3.0.4 IMPORTANT PROJECT SPECIFIC NOTICES TO CONTRACTOR

A. Prevailing wages are applicable to this project and the rates are included in Attachment 4. Payroll certifications shall be submitted weekly by the contractor and all subcontractors.

B. CT*transit* bonding requirements are applicable to this project. See section "3.1 Bonding" in the attachment 1 specifications.

C. The scope of this project takes place at an occupied administration building. This building includes office space, a bus dispatch center, and other employee and operational support areas. The work of the contractor will be intertwined with the operations of the facility. Safety and accident prevention regarding all workers (contractor's and CT*transit*'s) and assets is critical.

   I. It is anticipated that the contractors work will be performed Monday - Friday, 7 a.m. to 3:30 p.m. Off hours work will be coordinated, as needed.

   II. The contractor and CT*transit* staff will work together to establish boundaries in which the contractor will remain generally confined during the work day. It is understood that, while the work takes place, passing in and out of those areas will be required.

   III. Daily clean up and consolidation of tools and equipment will be required. The contractor will not obstruct areas outside their agreed upon work areas without written permission by CT*transit* staff.

   IV. Dust and debris control is the responsibility of the contractor. The contractor shall employ whatever means necessary to safely prevent construction dust, water, slurry, projectiles, debris, etc. from exiting the agreed upon work areas. CT*transit* staff and contractor shall agree upon these means prior to the start of any aspect within the scope of work.

   V. OSHA regulation compliance to protect contractor's staff in the work area as well as CT*transit* staff immediately around the work area is the responsibility of the contractor.

   VI. At least 12' of unobstructed roadway shall remain accessible at all times. Any work that is determined to impede on this general rule shall be coordinated at least 2 weeks in advance, and shall be performed during a weekend.

3.0.5 THIRD PARTY TESTING AND INSPECTION

A. Contractor, as part of their Bid, shall employ the use of an independent, third party, testing firm to perform the following inspections and testing:

   I. Earth Work/Soils (at sidewalk removal and replacement areas)
      a. Mechanical Gradation Analysis (ASTM D-422).
      b. Standard Proctor (ASTM D-698).
      c. Modified Proctor (ASTM D-1557).
      d. Compaction Testing by Nuclear Methods (ASTM D-2922).

e. Testing shall be performed with great enough frequency to be representative of the entire area.

II. Bituminous Paving
   a. Field monitoring and testing.
   b. Placement observation, field thickness, and nuclear density testing of each course of HMA placed. Testing shall be performed with great enough frequency to be representative of the entire area of the lift being placed. Core sampling will not be required on this project.

III. Cast-In-Place Concrete
   a. Testing of each concrete delivery to the Site. Tests of concrete to include in-field slump, air content, temperature (ambient & concrete) as well as compressive strength (ASTM C-39).
   b. Inspection of reinforcing steel.

IV. All inspection and testing described by all "Field Quality Control" sections in any part of the attachment 2 project manual. CT*transit* will not engage a firm directly. All required independent testing and inspection shall be included in the contractor's scope.

B. CT*transit* shall be made aware when third party inspector is on site. All inspection and testing reports shall be submitted to CT*transit* for final review and approval.

C. NOTICE TO CONTRACTOR: CTDOT Building Inspectors have the final authority to approve or disapprove any inspection provided by the Contractor's third party inspection firm. If the Work does not meet CTDOT codes and standards or if the Work is unsatisfactory, Contractor will be responsible for repairing, replacing, etc. any Work at no additional cost to CT*transit*.

D. NOTICE TO CONTRACTOR: Not all testing and inspection required by this contract has been listed above. Some testing and inspection will be observed by AHJ (and does not require a third party firm). This includes but is not limited to all typical code compliance testing and inspection.

3.1 PRICING SPECIFICATIONS

Unit price must be entered and extended and the total price of the Bid must be shown. Unit price is to be quoted on the basis of the unit specified. CT*transit* assumes no responsibility for errors. The Bid price/cost shall include all labor, materials, tools, equipment, transportation and other costs necessary to fully complete the procurement pursuant to the Bid terms, conditions and specifications. It is the intention of these specifications to provide and require complete services and supplies as prescribed herein. Any items omitted from the specifications, which are necessary for such service, shall be considered a portion of such service although not directly specified or called for in these specifications. No advantage shall be taken of the omission of any part of detail, which fails to make service complete and ready for full effective and efficient utilization.

Invoices

All invoices must be addressed to Accounts Payable and be sent directly to CT*transit* 100 Leibert Road P.O. Box 66, Hartford, CT 06141-0066. Invoices must be submitted for all services in accordance with the successful Vendors pricing Bid. Invoices must include the Purchase Order Number and Division for each individual order. The Bidder shall state the price based on payment terms of net thirty (30) days after acceptance thereof.

Taxes

CT*transit* is exempt from the payment of federal and state sales taxes. A tax-exempt form will be issued upon award.

3.2 RESPONSIBILITY SPECIFICATIONS

The entire content of the Responsibility Questionnaire will be evaluated in determining if the Bidder is responsible. Those items will include but not be limited to the following items:

Quality Control

The selected vendor shall establish and maintain an effective quality assurance procedure. The Quality Assurance Procedure shall guarantee the control of the quality of materials and supplied articles. This section is addressed on the responsibility questionnaire.

Statement of Experience

Each Bidder must submit with its Bid a statement of experience in providing such supplies and services.

Qualification of Bidders

Bids will be acceptable only if they are offered by person, firm or corporation with the following qualifications:

- Adequate experience and verifiable history in the provision of such services sought through this procurement;
- Adequate personnel available, upon forty-eight (48) hours notice, to remedy any supply or service problems during the contract period.
- Adequate facility and financial resources to fulfill the agreement in a satisfactory manner within the time specified.

Bids that do not comply with these instructions and do not include the required information, forms and certifications may be rejected as insufficient or not be considered. CT*transit* reserves the right to request a Bidder to provide any missing information and to make corrections. All non-responsive respondents will be notified in writing.

SECTION IV

BID SUBMISSION
SUBMISSION INSTRUCTIONS

One (1) original one (1) copy and one (1) electronic copy (thumb drive), of the Bid must be submitted and received on or before **2:00pm on Friday, January 31, 2020.**. The address for U.S. mail is CT*transit*, 100 Leibert Road, PO Box 66 Hartford, CT 06141-0066. The address for hand delivery is 100 Leibert Road Hartford, CT 06120. The telephone number is (860) 707-1277. Bids must be submitted to the attention Greg Chapin, PCO, CT*transit*. Bid outer packaging must be clearly marked with "**BID 11-20"** and **"EXTERIOR FACADE"** in capital letters. Each package **must** contain the following:

1. **ALL** paper bid documents shall be three-hole punched and secured together with a binder clip, staple, or other method allowing for easy deconstruction of paperwork. Paperwork shall not be bound.

2. One-page cover letter indicating your interest in being considered and why you should be selected.

3. Detailed response to all Bid requirements including but not limited to all items contained in the technical scope of work specification section of this Bid. Please discuss any other information that you feel is pertinent and will assist us in making a selection. Also, if available, provide a copy of your firm's brochure along with any and all related forms, policies and procedures.

4. Required Bid forms as provided in this Bid, including all required information and pricing detail. The Bidder must print or type his/her name and company on each Bid and continuation sheet.

CT*transit* has established procedures to protect the integrity of the Bid process. Failure to properly mark your Bids appropriately may result in your Bid being disqualified for noncompliance. It is solely and strictly the respondents' responsibility to ensure that Bids are delivered to the Purchasing Department prior to the closing date and time. CT*transit* assumes no responsibility for any disclosure of Bid terms for a Bid that is submitted which does not meet these sealed Bid marking requirements including delays caused by United States mail delivery or any other occurrence.

Submittal of a Bid will signify that the Bidder has accepted the whole of the Contract documents inclusive of any addendum afforded under this process. The Bid is considered accepted by the issuance of a purchase order at any time within the period so given. Each Bidder should carefully check his/her Bid before submitting it to CT*transit***,** as no additional charge/compensation will be allowed for delivery, or any other reasons, unless specified in Bid Form.

SECTION V

CT*TRANSIT*, STATE OF CONNECTICUT REQUIRED BID FORMS

The Bid price/cost shall include all labor, materials, tools, equipment, transportation, and other costs necessary to fully complete the procurement pursuant to the Bid terms, conditions and specifications.

SUBMITTAL CHECK LIST
BID 11-20

This list of items is intended to be used as a checklist only for completing and submitting the standard required bid documents. Bidders should not rely solely on this checklist for all required bid documents. It is the bidder's responsibility to review all contract bid documents, including, but not limited to; all contract specifications, special provisions, plans, supplemental specifications, addenda, notice to contractors, bid invitation, Construction Contract Bidding and Award Manual, etc.

- ☐ One Original, One Copy and one (1) Electronic Copy (thumb drive) of the Bid Package
- ☐ Cover Letter
- ☐ Statement of No Bid, if applicable
- ☐ Bid Deviation Form
- ☐ Compliance Statement for Outside Contractors Working on Premises
- ☐ Pricing Pages (Completed)
- ☐ Part II Identity of the Bidder
- ☐ Part III Technical
- ☐ Part IV Verification and Acknowledgement
- ☐ Affirmative Action Requirement
- ☐ DMV Certification
- ☐ CT*transit* Bid Submission Form
- ☐ Requirements of the State of Connecticut
- ☐ SBE Certification
- ☐ Insurance Certification
- ☐ Affidavit of Suspension and Debarment
- ☐ Eligible Contractors Certification
- ☐ Affidavit of Non-Collusion/Conflict of Interest
- ☐ Lobbying
- ☐ State of Connecticut Gift and Campaign Contribution Certification
- ☐ State of Connecticut Affirmation of Receipt of State Ethics Laws Summary
- ☐ State of Connecticut Iran Certification Form
- ☐ Addendum(s) (as issued)

SUBMITTED BID CONTAINS ALL COMPLETED FORMS/CERTIFICATIONS AS LISTED ABOVE

This list of items is intended to be used as a checklist only for completing and submitting the standard required bid documents. Bidders should not rely solely on this checklist for all required bid documents. It is the bidder's responsibility to review all contract bid documents, including, but not limited to; all contract specifications, special provisions, plans, supplemental specifications, addenda, notice to contractors, bid invitation, Construction Contract Bidding and Award Manual, etc.

Authorized Signature _____

Date _____

STATEMENT OF NO BID

Note: If you do not intend to submit a Bid for this project, please return this form immediately to the address below:

CT*transit*, Attn: Greg Chapin, PCO, 100 Leibert Road, PO Box 66, Hartford, CT 06141-0066.

We, the undersigned, have declined to submit on your Bid # _____ for the following reasons:

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below)

_____ Insufficient time to respond to the RFP

_____ We do not offer this product or service

_____ Our schedule would not permit us to perform

_____ Unable to meet Bond Requirements

_____ Unable to meet Specifications

_____ Specifications unclear (explain below)

_____ Unable to meet Insurance Requirements

_____ Remove us from your "Vendors List" altogether

_____ Other (specify below)

Remarks: _____
_____
_____
_____
_____
_____

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from any and all Vendors Lists for CT*transit*.

Company Name: _____

Address: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

BID DEVIATION FORM

Any and all deviations conditions, exceptions, reservations, or understandings of any and all requirements/ specifications specified in this Bid must be fully disclosed explicitly, fully, and separately stated on individual "Bid Deviation Forms". Please make copies of additional forms as required. **Bid Deviations are due on or before 10:00 am Tuesday, January 14, 2020.** If no deviations are noted please indicate so on this form, execute, and return with your Bid submittal.

_____
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_____

Company Name: _____

Address: _____

_____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

COMPLIANCE STATEMENT FOR OUTSIDE CONTRACTORS WORKING ON PREMISES

Attn: CT*transit*, Facilities and Procurement Departments, 100 Leibert Road, PO Box 66, Hartford, CT 06141-0066.

We, the undersigned, acknowledge and/or agree to the following:

1. Prior to the start of work - a plan for the reciprocal transfer of information related to chemicals under OSHA's Hazard Communication Standard will be developed with CT*transit* staff.
2. Prior to performing any work requiring lockout / tagout - 48 hours of advance notice will be provided to CT*transit.* A site meeting shall be held to ensure the procedures of all applicable parties are understood.
3. Prior to mobilization - parking and laydown areas for our staff will be designated by CT*transit*.
4. The use of alcoholic beverages while on site is strictly prohibited. Smoking is allowed only in designated locations.
5. Prior to mobilization - security requirements shall be established.
6. Prior to the start of work - emergency alarm, evacuation, and personnel accountability procedures will be agreed upon with CT*transit*.
7. Prior to the start of work – procedures for handling accidents will be agreed upon with CT*transit*.
8. Prior to the start of work – segregation of work zone activity and procedures for work that interferes with the building's life safety features will be agreed upon with CT*transit.* Prior to performing "hot work" – procedures for permitting and fire watch shall be agreed upon with CT*transit.*
9. Contractor is responsible for all OSHA regulation compliance. Prior to starting work – we shall identify "Competent Persons" as defined by OSHA.
10. Prior to start of work – housekeeping and securing of hazardous materials will be agreed upon with CT*transit*.
11. Prior to the start of work – we shall provide the required Certificate(s) of Insurance.
12. Borrowing or operating any shop equipment (e.g. man lifts, fork lifts, etc.) is prohibited unless we receive written permission from CT*transit*.
13. Posted Speed Limits on property (exterior and interior) must be adhered to at all times.

Company Name: _____

Address: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

PRICING FORMS
REQUIRED BID SUBMITTAL

5.0 PRICING FORMS

CT*transit* assumes no responsibility for errors. The submitted pricing shall include all labor, materials, tools, and equipment, transportation and other costs necessary to fully complete the procurement pursuant to the Bid terms, conditions and specifications. It is the intention of these specifications to provide and require complete services and supplies as prescribed herein. Any items omitted from the specifications, which are necessary for such service, shall be considered a portion of such service although not directly specified or called for in these specifications. No advantage shall be taken of the omission of any part or detail, which fails to make the service/supplies complete and ready for full effective and efficient utilization.

The Bid price/cost shall include all labor, materials, tools, equipment, transportation, and other costs necessary to fully complete the procurement pursuant to the Bid terms, conditions and specifications.

5.1 SUBMITTED BIDDER PRICING

All Bidders must agree to hold their submitted Bid price through the entire delivery process.

5.2 PAYMENT TERMS DISCOUNT

All payment term discounts offered (if any) must be provided for in narrative on the pricing forms and not calculated into the pricing submitted. It will be at the sole discretion of CT*transit* to determine whether the discount will be factored into the analysis for determining the low Bidder. Discounts can only be counted in determining the low Bidder if CT*transit* can fairly state that the discount terms can be met. If this is not the case then the discount cannot be taken into account when determining low Bid.

Any discounts offered and utilized in considering the low Bidder will be converted to a cent price savings based on the total Invoice price. This deduction will be made by CT*transit* accepting these terms from the original invoice submitted. All discounts offered for prompt payment must remain firm for through the entire delivery process.

BID 11-20
Exterior Façade
PRICING PAGES

Note - All items shall be performed per the plans and specifications (If discrepancies exist between the CTDOT 817, project specific CSI specification, or CT*transit* construction specifications; the more stringent condition shall prevail.) Unless noted otherwise, all work shall be paid as lump sum through the use of an approved schedule of values. Pricing below captures all work associated with the project, including tasks that are not specifically called out here.

General Requirements			
Item	Description		
1	Bonding and Insurance	$	
2	Project Management	$	
3	Mobilization & Supervision	$	
4	Third Party Testing & Inspection	$	
5	Close-out (2.5% of total project cost)	$	
	Subtotal 01 (Sum of 1 through 5)		$
Exterior Façade			
Item	Description		
6	Existing Conditions and Demolition	$	
7	Miscellaneous Metals, Fabrications, and Framing	$	
8	Rough Carpentry and Sheathing	$	
9	Metal Wall Panels and Metal Composite Material Wall Panels	$	
10	Roof and Roof Specialties	$	
11	Alll other Thermal and Moisture Protection	$	
12	Openings	$	
13	Finishes, Specialites, and Furnishings	$	
14	All Mechanical, Electrical, and Plumbing	$	
15	All Earthwork and Exterior Site Finishes	$	
	Subtotal 02 (Sum of 6 through 15)		$
16	Total (Sum of 1 through 15)	$	

The undersigned hereby declares that he/she has carefully read and examined the Advertisement and Bid and has decided to provide services/supplies in conformance to the specifications and requirements of the Bid and any addendum thereto at the price stated above.

Company Name: _____

Address: _____

_____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

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

Notary Public _____

My Commission Expires: _____

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 CT*transit*'s PCO, and therefore cooperate with CT*transit*'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 CT*transit* 's sole discretion, the following shall constitute grounds for CT*transit* 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 PCO as required by "4" above:

   ii) Bidder fails to cooperate with CT*transit*'s request for additional information as required by "4" above.

6. CT*transit* 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 CT*transit*. 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 BIDDER

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

_____ A joint venture consisting of:_____
and _____
(List all joint venturers on a separate sheet if this space is inadequate.)

_____ A non-profit organization

_____ A corporation 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 CT*transit* (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.

   _____
   _____
   _____
   _____
   _____
   _____
   _____

☐ Check this box if your company currently holds a contract with the Department of Transportation State of Connecticut (CTDOT) and/or the Department of Administrative Services (DAS), State of Connecticut**. If this box is checked, skip to question 10.**

9. List below three references, to include company name, business address, telephone number, email address and contact name (**make your references aware that CT*transit* will be contacting them and that the response should be addressed AS QUICKLY AS POSSIBLE;** this may affect your responsibility scoring). Firms or Organizations similar in size to CT*transit* for whom you have performed work/services similar to those sought through this Request for Bid are ideal for references.

Name	Address	Contact	E-Mail Address	Telephone Number

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:

    _____
    _____
    _____
    _____
    _____
    _____
    _____

    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):

    _____
    _____
    _____
    _____
    _____
    _____
    _____

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

I certify that the attached financial statements for this Bid properly reflect the financial position of the company for the periods indicated on the financials.

This _____ Day of _____, 20___

Title: _____

Name: _____

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 Bidder'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 Bidder 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 Bidder's resources, such as management or technical expertise or financing, should be explained. If none, state "None".

_____
_____
_____
_____
_____
_____
_____

5. a. If any professional or other licenses, permits, or certifications are required to perform the work/services called for by this solicitation, list the license, permit, or certification that the Bidder or Bidder's employees or agents possess. If none, state "None".

License or Permit or Certification	Name of Holder	Issuing State or Entity

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

Type of Insurance	Name of Insuring Co.	Limit of coverage

c. Have any of the Bidder'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 Manager 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 authorized 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)

AFFIRMATIVE ACTON REQUIREMENT

Company Name
(if applicable include d/b/a) _____

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, age, sex, marital status, national origin or ancestry, present or past history of mental disability, mental retardation, learning disability or physical disability, including but not limited to, blindness except in the case of a bona fide occupational qualification or need. Such action shall include: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, 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, and applicable regulations and executive orders.

1. Civil Rights Act of 1964, as amended
2. Presidential Executive Order 11246, as amended
3. Title 23 U.S.C. 140
4. Title 49 C.F.R. Part 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 Opportunity 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 action's 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 well as record keeping systems.

It is understood by me, including the Equal Employment Opportunity Officer and supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm's affirmative action program and 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 required to recommit itself to a modified and more stringent affirmative action policy program, prior to receiving approval. It is recognized that an approved affirmative action program is a prerequisite for performing services for the contracting agency.

Managers and supervisors are being advised of their responsibilities to ensure the success of the Affirmative Action Program. The ultimate responsibility for the Affirmative Action Program rests with the Chief Executive Officer. However, the day-to-day duties are hereby designated to _____ (Name), this individual has been designated as the Equal Employment Opportunity Officer of this firm and will report directly to the Chief Executive Officer in these matters.

This Affirmative Action Policy Statement has my whole-hearted support. In addition, each manager and supervisor, as well as all employees, 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 equal employment opportunity in each grade and classification of employment.

_____ _____

Signature of Chief Executive Officer Date

VENDOR COMPLIANCE
DMV MOTOR CARRIER AND SAFETY RESPONSIBILITIES

All vehicles utilized in the performance of this contract that have a DOT number must be provided below. CT*transit* will run a check on each number to ensure that they are appropriately authorized to operate in the State of Connecticut. CT*transit* will not conduct business with contractors that are not approved by the State of Connecticut DMV.

Company Name Vehicle Is Registered	DOT Number

I attest that there are no other vehicles other than those contained on the list above that will be used either by myself (the prime contractor submitting the original bid response) or by any of my subcontractors. I further understand that CT*transit* will run a DOT vehicle number check, which will be reviewed as part of this bid submittal.

PLEASE NOTE: The Primary Vendor is responsible for all of its agents and subcontractors with regards to compliance with applicable legal requirements. This responsibility extends to driver qualifications as well as vehicle safety; such documents **MUST** be included with the successful Bidders submittal.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

CT*TRANSIT* BID SUBMISSION PAGE

Bid# 11-20 Exterior Façade (S)

SUBMITTED BY _____

TO: CT*transit*

The undersigned hereby declares that he/she has carefully read and examined the Advertisement and the Request and has decided to provide services and equipment in conformance to the specifications and requirements of Bid #11-20 and any addendum thereto at the price stated in the attached Bid and or any final Bid offered.

I additionally certify that we are fully licensed and insured and have the proper equipment, systems, and personnel to handle the project as documented in this procurement document.

My Company also agrees and understands that in the event that CT*transit* is required to purchase such services and/or equipment from another Vendor for any reason due to my company's failure to perform in accordance with the terms and conditions of this contract, my company will be charged the total cost of the other Vendor(s) to perform the service, plus $100.00 (per occurrence) to cover administrative fees and costs.

This Bid shall remain in effect for ninety (90) days after the deadline for submitting Bids.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

REQUIREMENTS OF THE STATE OF CONNECTICUT

The Agreement between the HNS, Management, Inc., d/b/a CT*transit* 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.

Signed:

_____

Authorized Corporate Official

_____

Date

CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-19
April 17, 2006

SUBJECT: Policy on Disadvantaged Business Enterprise Program

The Connecticut Department of Transportation (CTDOT) is committed to the effective implementation of the Disadvantaged Business Enterprise (DBE) Program as defined in Title 49, Code of Federal Regulations (CFR) Part 26. This program will be executed in accordance with the regulations of the United States Department of Transportation (DOT) as a condition of receiving DOT funding.

It is the policy of CTDOT to:

a) Ensure nondiscrimination in the award and administration of DOT-assisted contracts in CTDOT's highway, transit and airport financial assistance programs;
b) Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
c) Ensure that CTDOT's DBE Program is narrowly tailored in accordance with applicable law;
d) Ensure that only firms which fully meet this part's eligibility standards are permitted to participate as DBEs;
e) Help remove barriers to the participation of DBEs in DOT-assisted contracts; and
f) Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

CTDOT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract. CTDOT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. CTDOT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

In administering the DBE Program, CTDOT will not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, national origin, or sex.

No contractor, subrecipient, or subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance on any DOT-assisted contract. Contractors shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements will result in a material breach of the contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the agreement. The DOT may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE Program whose conduct is subject to such action. The DOT may refer to the United States Department of Justice, for prosecution under 18 United States Code (USC) 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable federal statutes.

The Manager of Contract Compliance has been designated as the DBE Liaison Officer. In that capacity, the Manager of Contract Compliance is responsible for implementing all aspects of the DBE Program.

This DBE Program Policy Statement is distributed to all CTDOT managers and to the DBE and non-DBE community. The Policy Statement is also available on the CTDOT web site.

(This Policy Statement supersedes Policy Statement No. F & A – 19 dated May 12, 2003.)

SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

To be eligible for the State of Connecticut's SBE certification a company must meet the legal definition of a small business or that of a minority owned firm:

SMALL BUSINESS ENTERPRISE (SBE):

- Been doing business under the same ownership or management and has maintained its principal place of business in Connecticut for at least one year immediately prior to the date of application;
- Gross revenues not exceeding $15,000,000 during its most recent fiscal year; and,
- 51% ownership held by a person(s) who exercises the operational authority over daily affairs of the business and has the power to direct policies and management and receives beneficial interests of the business.

MINORITY BUSINESS ENTERPRISE (MBE):

- A small business (must meet the above-stated SBE criteria) with at least 51% ownership by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies, and receives the beneficial interests of the business.
- A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

☐ Yes; My Company is certified by the State of Connecticut as a SBE; attach a copy of the SBE Certification.

☐ No; My Company is not certified by the State of Connecticut as a SBE.

SBE Certification

The contractor hereby acknowledges that CT*transit* has established a contract goal of **zero percent (0%)** for this project. No further action is required.

Firm Name: _____

Signature: _____

Title: _____

Date: _____

NOTE: This form is to be submitted with the Bid. 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 Bid.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

1. Policy – It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance or contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 applies to this agreement.

2. DBE Obligation – The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantages business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted contracts.

☐ Yes; My Company is certified by the State of Connecticut as a DBE; attach a copy of the DBE Certification.

☐ No; My Company is not certified by the State of Connecticut as a DBE.

DBE CERTIFICATION

The contractor hereby acknowledges that CT*transit* has established a contract goal of **zero percent (0%)** for this project. No further action is required.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

NOTE: This form is to be submitted with the Bid. 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 Bid.

INSURANCE TYPES AND THRESHOLDS

Insurance. With respect to the services performed by the Contractor under the terms of this agreement and also those performed for the Contractor by its subcontractor(s), the Contractor will be required to carry, and shall ensure that its subcontractor(s) carry, the insurance coverage included in paragraphs (a), (b) and (c) below, for the duration of this agreement, and any supplements thereto, with CT*transit* being named as an additional insured party for paragraphs (a) and (b) below, at no direct cost to CT*transit*. In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraph (a) and/or (b) below, CT*transit* shall be names as an additional insured.

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars ($1,000,000) single limit for all damages arising out of bodily injuries 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 including the loss of use thereof in any one accident or occurrence. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of Two Million Dollars ($2,000,000) for all damages arising out of bodily injuries to death of all persons in all accidents or occurrences, and out of injury to or destruction of property during the policy period.

(b) Automobile Liability:

1. **Non-Transit Motor Vehicle Insurance (Automobile Liability)** 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 not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injuries 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. In cases where an insurance policy shows an aggregate as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars ($2,000,000).
2. **Non-State-Owned Transit Vehicles** The operation of all motor vehicles, which are not State-owned vehicles, including those hired, leased or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of not less than (a) One Million Dollars ($1,000,000) 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 eleven (11) through fourteen (14) passengers, and (c) Five Million dollars ($5,000,000) for vehicles with a seating capacity of fifteen (15) passengers or more, for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising our of injury to or destruction of property in any one accident or occurrence.
3. **State-owned Transit Vehicles, Equipment and Property** All State-owned vehicles, equipment and/or facilities are and shall remain insured by the State under the terms and conditions in effect in accordance with the State insurance policy(ies).

(c) Professional Liability: $1,000,000 limit of liability.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Disease – Policy limit, $100,000 each employee.

(e) With respect to all operations the Contractor performs and all those performed for the Contractor by subcontractors, the Contractor shall carry, and shall ensure that its subcontractor(s) 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 the laws of the United States respectively.

(f) In conjunction with the above, the Contractor agrees to furnish to CT*transit* a Certificate of Insurance on a form acceptable to CT*transit*, fully executed by an insurance company or companies satisfactory to CT*transit*, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

(g) The Contractor shall produce, within five (5) business days, a copy, or copies of all applicable insurance policies requested by CT*transit*. In providing said policies, the Contractor may redact provisions of the policies that it deems to be proprietary. This provision shall survive the suspension, expiration, or termination of this Agreement.

(h) If the Contractor elects to be self-insured rather than acquiring coverage from an insurance company, the Contractor shall ensure to CT*transit* that it is adequately protected. The Second Party shall submit a notarized statement from an authorized representative providing the following information:

1) That the Contractor is self-insured
2) That the Contractor has established a reserve fund that satisfies the minimum requirements set forth in the Agreement for the payments of claims.
3) That the Contractor shall indemnify and hold CT*transit* harmless.
4) The name, title, and address of the person to be notified in the event or a claim.

If requested by CT*transit*, the Contractor must provide any additional evidence of its status as a self-insured entity. If such self-insurance program is acceptable to CT*transit*, in its sole discretion, then the Contractor shall assume and all claims as a self-insured entity.

Please mail or hand carry certificates to:

CT*transit*
Purchasing Department
Attn: Greg Chapin
P.O. Box 66
Hartford, CT 06141-0066

Purchase orders **WILL NOT** be issued without receipt of properly executed insurance certificates.

STATE OF CONNECTICUT REQUIRED AFFIDAVIT OF SUSPENSION AND DEBARMENT

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:

The Bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the State of Connecticut or Federal department or agency.

Additionally the Bidder agrees to insure that the following certification be included in each subcontract Agreement to which it is a party in any lower tier subcontract and purchase order.

If the Bidder or any lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to its bid.

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

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

ELIGIBLE CONTRACTORS CERTIFICATE

_____, hereby certifies that it **IS / IS NOT** (circle one) included on
(Name of Firm)
the U.S. Comptroller General's Consolidated List of Ineligible Contractors.

Firm Name: _____

Signature: _____

Title: _____

Date: _____

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 its employees or agents to any person not an employee or agent of the offer or its 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 CT*transit* 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, CT*transit* 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

7. 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. CT*transit* reserves the right to request more information, to disqualify the Offeror, to contract with the Offeror if it is in CT*transit*'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 know prior to award, an immediate and full disclosure shall be made in writing to CT*transit*. 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. CT*transit* may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the CT*transit*.

LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to CT*transit*.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

INSTRUCTIONS:
Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)

☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:
As used in this certification, the following terms have the meaning set forth below:

1) "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
3) "Contractor" means the person, firm or corporation named as the contactor below;
4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) **"Gift"** has the same meaning given that term in C.G.S. § 4-250(1);
6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:
I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as

defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date Description	Name of Contributor	Recipient	Value

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date Description	Name of Contributor	Recipient	Value

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ _____

Printed Contractor Name **Printed Name of Authorized Official**

_____

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20___.

_____

Commissioner of the Superior Court (or Notary Public)

_____

My Commission Expires

STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:
Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:
I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature	Date
Printed Name	Title
Firm or Corporation (if applicable)	
Street Address	City State Zip

STATE OF CONNECTICUT IRAN CERTIFICATION FORM

Respondent Name: _____

INSTRUCTIONS:
A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

☐ Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.

☐ Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.
1)"Large state contract" has the same meaning as defined in section 4–250 of the Connecticut General Statutes;
2)"Respondent" means the person whose name is set forth at the beginning of this form; and
3)"State agency" and "quasi-public agency" have the same meanings as provided in section 1–79 of the Connecticut General Statutes.

C. Certification requirements.
No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:
I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

☐ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ _____
Printed Respondent Name **Printed Name of Authorized Official**

_____
Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20___.

_____
Commissioner of the Superior Court (or Notary Public)

_____

SECTION VI

CT*TRANSIT*, STATE OF CONNECTICUT REQUIRED CLAUSES

CTTRANSIT
CODE OF ETHICS POLICY

STATEMENT OF POLICY

CT*transit* operates a public service, using public funds and facilities. As such, all employees 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

No employee 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 outside vendor, as well as specific items of 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.

CONFLICT OF INTEREST

No employee shall, either individually (or as a member of a group), directly or indirectly, solicit the sale of tickets for a charitable event or accept any gift for the benefit of a charitable organization from any person or organization with whom CT*transit* 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 CT*transit*.

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.

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, or have, either directly or indirectly, a financial interest in any enterprise doing business with CT*transit* 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 "arms' 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 Statue 5-266a may also result in a conflict of interest for CT*transit* employees.

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.

For questions, contact CT*transit*'s Human Resources Department:
100 Leibert Road Hartford, CT 06120 (860) 522-8101 ext. 201

EXECUTIVE ORDERS

This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to: http://www.das.state.ct.us/Purchase /Info/Executive_Orders.pdf

ENVIRONMENTAL LAW COMPLIANCE

The Second party shall be responsible to comply with all federal and state environmental laws and regulations pertaining to the operation of transit motor buses and/or facilities managed by the Second Party, 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 CT*transit* harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

PUBLICATION OF REPORTS

The ownership of all data and material collected under this Agreement shall be vested in the Second Party and the State/ CT*transit*. All reports shall be submitted to CT*transit* for review prior to publication. The following statement should appear on the cover or title page of any published report prepared under the terms of this Agreement:

> *"Prepared in cooperation with the U.S. Department of Transportation (including its participating agencies), Connecticut Department of Transportation and* CT*transit. The opinions, findings and conclusions expressed in this publication are those of the Second Party and do not necessarily reflect the official views or policies of the* CT*transit, Connecticut Department of Transportation and/or the U.S. Department of Transportation."*

JURISDICTION AND FORUM LANGUAGE

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Hartford, Connecticut.

The Second Party irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of Hartford-New Britain at Hartford or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Nothing herein shall be construed to waive any of the States or CT*transit*'s immunities.

LITIGATION

The Second Party agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

FREEDOM OF INFORMATION ACT

The State is entitled to receive a copy of records and files related to the performance of the Second Party under this Agreement, and such records and files may be subject to the Freedom of Information Act and may be disclosed by the Sate pursuant to the Freedom of Information Act. No request to inspect or copy such records

or files shall be valid unless the request is made to the State in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

RIGHT TO INSPECT RECORDS

By way of its agreement with the Connecticut Department of Transportation, CT*transit* agrees to include in all its subcontracts a provision to the effect the subcontractor agrees that the State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives, shall, until the expiration of three (3) years after the final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontractor" as used in this clause excludes work not exceeding $25,000.00.

The period of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of this contract to which exception has been taken by the State, the Comptroller General or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

CONNECTICUT REQUIRED CONTRACT/AGREEMENT
PROVISIONS DATED MARCH 6, 1998
"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, the Railroad Revitalization and Regulatory Reform Act of 1976 and other U.S. Department of Transportation nondiscrimination legislation are set forth in this Required Contract/Agreement Provision. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract (or agreement) and supplement the equal employment opportunity requirements set forth in other related 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	Vendors (where applicable)
Subcontractors	Suppliers of Materials (where applicable)
Consultants	Municipalities (where applicable)
Subconsultants	Utilities (where applicable)

   C. The Company will work with the Connecticut Department of Transportation and the federal government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract or agreement.

   E. The Company and all their subcontractors or subconsultants holding subcontracts or subagreements of $10,000 or more on federally assisted projects and $5,000 or more on state funded projects, will comply with the following minimum specific requirement activities of equal employment opportunity. The Company will physically include these requirements in every subcontract or subagreement meeting the monetary criteria above with such modification or language as is necessary to make them binding on the subcontractor or subconsultant.

   F. These Required Contract Provisions apply to all state funded and/or federally assisted projects. activities and programs in all facets of the Connecticut Department of Transportation operations resulting in contracts or agreements.

2. Equal Employment Opportunity Policy

   The Company will develop, accept and adopt as its operating policy and Affirmative Action Plan utilizing as a guide the Connecticut Department of Transportation Affirmative Action Plan Guideline.

3. Equal Employment Opportunity Officer

   The Company will designate and make known to the State Department of Transportation 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 program of equal employment opportunity 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 than once every six (6) months thereafter, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company Official.

(2) All new supervisory 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 (30) 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 protected class 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 take the following actions:

(1) Notices and posters setting forth the Company's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
(2) The Company's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. <u>Recruitment</u>

A. When advertising for employees, the Company will include in all advertisements for employees 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 work force would normally be derived.

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 its EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Company for employment consideration.

In the event the Company has a valid bargaining agreement providing for exclusive hiring of all referrals, the Company 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 its present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in the 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 following procedures shall be followed:

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 practice.

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 actions shall include all affected persons.

D. The Company will promptly investigate all complaints of alleged discrimination made to the Company in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Company will inform every complainant of all of his avenues of appeal.

E. The general contact provision entitled A(76) Affirmative Action Requirements is made part of this document by reference. In conjunction with this contract provision, only the job categories will change in order to be comparable with the job categories utilized by the Company proposing to do business with the Connecticut Department of Transportation. The goals and timetables will remain the same throughout the contract provision.

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 contact performance. Where feasible, 25 percent of apprentices of trainees in each occupation shall be in their first year of apprenticeship of 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 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, it will use its 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 an association acting as agent will include the procedures set forth below:

A. The Company will use its 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 its best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, etc.

C. The Company is to obtain information as to the referral practices and policies of the labor union except that to the extent 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 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 or national origin, etc. making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that there shall be no excuse that the union with which the Company 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 pursuant to Executive Order 11246, as amended, and these provisions, such Company shall immediately notify the Connecticut Department of Transportation.

9. Subcontracting

A. The Company will use its 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 a list of applicable Disadvantaged Business Enterprise 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.

C. The General Contract Provisions entitled "Minority Business Enterprises as Subcontractors" is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

10. Records and Reports

For the duration of the project, the company will maintain records as are necessary to determine compliance with the Company's equal employment opportunity obligations and Affirmative Action requirements. Additionally, the company will submit all requested reports in the manner required by the contracting agency.

A. The number of minority and non-minority group members and women employed in each work classification on the project.

B. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Companies which rely on whole or in part on unions as a source of their work force).

C. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

D. The progress and efforts being made in securing the services of minority and female owned businesses.

(1) All such records must be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the U.S. Department of Transportation including consultant firms.

(2) If on-the-job training is being required by the "Training Special Provision", the Company will be required to furnish a Monthly Training Report and Supplement Report (1409) for each trainee.

11. Affirmative Action Plan

A. Contractors, subcontractors, Vendors, suppliers, and all other Companies with contracts, agreements or purchase orders completely state funded will submit an Affirmative Action Plan if the contract value is $5,000 or over.

B. Contractors, subcontractors, Vendors, suppliers, and all other Companies with federally assisted contracts, agreements, or purchase orders valued at $10,000 or more will submit an Affirmative Action Plan.

C. Companies with contracts, agreements, or purchase orders with total dollar value under that which is stipulated in A and B above shall be exempt from the required submission of an Affirmative Action Plan unless otherwise directed by the Division of Contract Compliance.

CIVIL RIGHTS

The Second Party shall comply with the Regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21) issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Appendix CR attached hereto, both of which are hereby made a part of this Agreement.

(a) For the purposes of this section, "Minority Business Enterprise" means any small contractor or supplier of materials fifty-one percent or more of capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. §32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

(b)(1) The Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Second Party that such disability prevents performance of work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§46a-56, 46a-68e and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the Second Party agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the Second Party's good faith efforts shall include but shall not be limited to the following factors: The Second Party's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Second Party shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its "good faith efforts".

(e) The Second Party shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. §46a-56, provided if such Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Second Party may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Second Party agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Nondiscrimination (Sexual Orientation). The Second Party shall comply with the following:

(a) Pursuant to Section 4a-60a of the Connecticut General Statutes, (1) The Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the Second Party agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party which relate to the provisions of this section and Conn. Gen. Stat. sec. 46a-56.

(b) The Second Party shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanction for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Second Party becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the commission, the Second Party may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

SECTION VII

SPECIFIC TERMS AND CONDITIONS

7.0 COMMUNICATIONS. Communications in connection with this Bid shall be in writing only and shall be addressed to Greg Chapin, PCO. Bids will be submitted to the attention of Greg Chapin. The address for U.S. mail is CT*transit*, P.O. Box 66, Hartford, CT 06141. The address for hand delivery is 100 Leibert Road, Hartford, CT 06120. The telephone number is 860-707-1277, the fax number is 860-524-5396, and e-mail is gregchapin@cttransit.com. It is the responsibility of the Bidder to assure that correspondence has been received by CT*transit*. Any questions or comments directed to other CT*transit* employees, officials, or agents may result in an Offeror's Bid being disqualified.

7.1 SMALL BUSINESS ENTERPRISE (SBE). Please be advised that no Small Business Enterprise (SBE) goal has been assigned for this procurement. There are **subcontracting opportunities** to be offered with this contract.

7.2 DISADVANTAGED BUSINESS ENTERPRISE (DBE). Please be advised that no Disadvantaged Business Enterprise (DBE) goal has been assigned for this procurement. There are **subcontracting opportunities** to be offered with this contract.

7.3 PRE-BID MEETING AND WALK-THROUGH. A Pre-Bid meeting and walk-through will be held at 26 Elm Ct., Stamford, CT 06902 at the STAMFORD Division. All prospective Bidders should review the entire Bid prior to the Pre-Bid meeting. This will be an opportunity for potential Bidders to ask questions of CT*transit* staff about the Bid package. Prospective Bidders are encouraged to bring cameras, measuring tapes, etc. to the scheduled pre-bid meetings and walk-throughs. Prospective Bidders are to provide their own safety vests for the walk-through.

In order to meet CT*transit*'s overall expectations, eliminate the potential for setbacks and delays, and in order to gain full understanding of the project, it is strongly recommended, but not required, that Bidders attend the Pre-Bid Meeting and walk-through in order to develop questions pertaining to the services being solicited. Bidders, who attend the Pre-Bid meeting, should have the appropriate staff within their organizations present in order to generate the necessary questions that will be addressed, in writing, by CT*transit* during the bid question/answer process. All questions must be submitted to CT*transit* in writing either at the end of each facility walk-through by emailing to CT*transit*'s Purchasing & Contracts Officer, Greg Chapin at gregchapin@cttransit.com. Questions must be received within the timeframe allowed. Addendums will be issued on CT*transit*'s website; it is the responsibility of the interested Bidder to download this information.

7.4 BRAND NAMES/APPROVED EQUAL. If present, brand, manufacturer or product names are indicated in the specifications only for the purpose of establishing identification and a general description of the items(s) sought. Items of equal quality, not bearing such names, may be submitted. A sample of the substituted item(s) **must** be supplied upon request.

Requests for approval of such items may be obtained by completing "Bidder Deviation Form" contained in the section entitled Required Bid Forms and submitting it to CT*transit* no later than 10:00am Tuesday, January 14, 2020. Any request for an approved equal must be fully supported by technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. All requests for Bid deviations will be responded to via an addendum.

7.5 BID QUESTIONS/CLARIFICATIONS AND/OR SUGGESTIONS. Bidders are encouraged to make suggestions and recommendations regarding the specifications and content of this Bid. All suggestions will be reviewed by the Project Manager assigned to this project and will be addressed in writing via an addendum. Additionally, questions and/or requests for clarifications regarding the content of this Bid are to be submitted in writing and will be addressed in the same addendum format. If a Bidder feels a conflict exists between what is considered a good practice and these specifications, he/she shall state in writing all objections prior to submitting a Bid.

Addendums will be issued on CT*transit*'s website; it is the responsibility of the interested Bidder to download this information. All items meeting the requirements of this section must be submitted in writing to the attention of Greg Chapin, PCO and must be received by 10:00am Tuesday, January 14, 2020.

7.6 ADDENDA. CT*transit* reserves the right to revise or amend the specifications up to the time set for submitting the Bids. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective Bidders. If the revisions and addenda require changes in quantities or specifications, or both, the date set for submitting Bids must be postponed by such number of days as in the opinion of CT*transit* shall enable Bidders to revise their Bids.

Addendums will be issued on CT*transit*'s website; it is the responsibility of the interested Bidder to download this information. Bidders must acknowledge receipt of addenda on the form included with the addenda. Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation.

7.7 BID DUE DATE. Bids are due on or before 2:00pm, Friday, January 31, 2020**.** The address for U.S. mail is CT*transit*, P.O. Box 66, Hartford, CT 06141. The address for hand delivery is 100 Leibert Road, Hartford, CT 06120. It is the responsibility of the Bidder to verify that all submittals are received at CT*transit*'s Purchasing Offices prior to the time and date listed.

7.8 BID WITHDRAWAL. Each and every Bidder who submits a Bid specifically waives any right to withdraw it except as hereinafter provided. Bidders will be given permission to withdraw any Bid after it has been deposited with CT*transit*, provided any Bidder makes his/her request in writing, one (1) hour before time that Bids are due. No Bidder may withdraw his/her bid at any time beyond this deadline.

7.9 PROCUREMENT PROCESS. This procurement is following the process as provided for in CT*transit*'s Purchasing Procedures, as amended. In addition to price and the responsiveness to technical specifications, there are other factors that may also be considered in the procurement in order to determine what is in the best interest of CT*transit* and is the most efficient and economical use of public funds.

7.10 ACCEPTANCE/CONTRACT. Each Bid is to be submitted with the understanding that the acceptance in writing by CT*transit* of the offer described herein shall constitute a contract between the Bidder and CT*transit*, which shall bind the bidder on its part to furnish at the prices Bid and in accordance with the terms and conditions of this Bid. The contract shall be considered as made in Connecticut, and the construction and enforcement of it shall be in accordance with the laws of the State of Connecticut. The successful Bidder will be required, within ten (10) days after receiving written notice to do so, to enter into an operating contract with CT*transit*. The terms and conditions of a final contract between CT*transit* and the successful Bidder may be subject to negotiation. All negotiation will be kept strictly confidential throughout the selection process. Only the procuring officials, employees and agents having a legitimate interest will be provided access to the Bids and negotiation results during this period. The contract will be considered a part of these specifications and is incorporated by this reference.

7.11 AWARD. The contract will be awarded to the Contractor with the lowest price, who is responsive and responsible and who's Bid, conforming to this Request for Bid, is most advantageous to CT*transit*, price and all other factors being considered. Awards will be made in accordance with the procurement documents.

7.12 PAYMENT/INVOICING. Invoices must be submitted for all equipment in accordance with the successful Vendors pricing Bid. Invoices must include the Purchase Order number. The Bidder shall state the price based on payment terms of net thirty (30) days after acceptance thereof. The payment terms discount if any will be applied to the total Bid price if payment is made within the established discount time frame. This deduction will be made from the original invoice submitted. All invoices must be addressed to Accounts Payable and be sent directly to CT*transit* 100 Leibert Road, P.O. Box 66, Hartford, CT 06141-0066 CT*transit* is exempt from the payment of state sales tax. Tax exempt certificates will be provided upon contract award.

7.13 INTEREST. CT*transit* will not pay interest on unpaid or disputed invoices, whether due or overdue.

7.14 ASSIGNMENT. The selected Bidder shall not assign, transfer, convey or otherwise dispose of, in whole or part, the contract, purchase order or any award relating to this Bid without the prior written approval of CT*transit*, which approval CT*transit* may withhold in its sole and absolute discretion.

7.15 CONTRACT CHANGES. CT*transit* may, at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, a mutually acceptable equitable adjustment shall be made in the contract price and the contract shall be modified in writing accordingly. Any claim by CT*transit* for adjustment under this clause must be asserted within ten (10) calendar days from the date of receipt by the Contractor of the notification of change.

7.16 CONTRACT TERMINATION. In the event that this contract is terminated for any valid reason, CT*transit* reserves the right to award this contract to the second lowest, responsible and responsive Bidder based on the original Bids and/or procure such items in any manner it determines to be in its best interest and the selected Bidder shall be liable to CT*transit* for any excess costs for such similar materials or services.

CT*TRANSIT* RESERVES THE RIGHT TO INTERVIEW; REVIEW MATERIAL AND/OR VISIT QUALIFIED RESPONDENT FACILITIES. CT*TRANSIT* RESERVES THE RIGHT TO NEGOTIATE ANY PART OF THIS BID. ADDITIONALLY, CT*TRANSIT* RESERVES THE RIGHT TO AWARD ON THE BASIS OF INITIAL BIDS SUBMITTED WITHOUT ANY NEGOTIATIONS OR DISCUSSIONS. BIDS SHOULD BE SUBMITTED INITIALLY ON THE MOST FAVORABLE TERMS POSSIBLE, FROM A TECHNICAL STANDPOINT. CT*TRANSIT* ADDITIONALLY RESERVES THE RIGHT TO DISCARD ALL BIDS AND REISSUE SAID BID. CT*TRANSIT* RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR VARIATION IN ANY BID THAT IT DEEMS TO BE IMMATERIAL OR TO REJECT ANY OR ALL, OR ANY PART OF ANY BID IF SUCH ACTION IS DEEMED TO BE IN THE BEST INTEREST OF CT*TRANSIT* AND/OR THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF CONNECTICUT.

7.17 CONTRACTOR EVALUATION/DEMAND TO CURE. CT*transit*'s Project Manager or his/her designee will evaluate contractor performance until completion or termination of the Contract. The quality of contractor performance in a number of areas will be rated, at a minimum, as satisfactory, needs improvement, unsatisfactory, or not applicable. When evaluations are rated less than satisfactory, contractors will be notified. These notifications shall identify deficient areas in contract performance and afford the Contractor the opportunity to correct/cure or present its position concerning items that were reported to be deficient. Contractors that are determined to be not responsible will not be eligible for Contract award and are subject to the termination clauses for default contained in this document.

Failure to cure deficiencies in performance relative to any of the standards or requirements set forth in this document will result in a "demand to cure" notification to the Contractor from CT*transit*. The third documented notification of a "demand to cure" within any 12-month period may be grounds to cancel this contract for cause.

7.18 SILENCE OF SPECIFICATIONS. The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best acceptable commercial practice is to prevail and that only services of the highest standard are to be used. All interpretations of these specifications shall be made on the basis of this statement.

7.19 BREACH OF CONTRACT. If the Contractor shall fail, refuse or neglect to fully comply with the terms and provisions hereof, such a failure, refusal or neglect shall be deemed a breach of this Contract, and CT*transit* may, in its discretion, pursue any and all of its lawful remedies.

7.20 SINGLE BID IF RECEIVED. If only a single Bid is received, CT*transit* may require that the Bidder provide a cost analysis or a price comparison between the proposed price and that of similar equipment, materials, supplies, and/or services to assure that the proposed price is fair and reasonable. If requested, the Bidder shall provide the cost analysis or price comparison prior to the award of the contract. CT*transit* reserves the right to reject or accept the Bid on the basis of the cost analysis or price comparison.

SECTION VIII

GENERAL TERMS AND CONDITIONS

8.0 INVESTIGATION OF CONDITIONS. Bidders are directed to read the specifications and terms of this Bid carefully, as no additional compensation will be granted for failure to inform him/her and or miscalculations.

8.1 CT*TRANSIT* RIGHTS. CT*transit* reserves the right to procure any item/service by any other means if determined to be in its best interest. CT*transit* has sole and exclusive right and title to all printed material produced for CT*transit* and the Contractor shall not copyright the printed matter produced under this contract.

The Contractor agrees that it is in compliance with all applicable, federal, state and local laws and regulations; including without limitation all statutes, rules, regulations, ordinances, proclamations, demands, directives, executive orders, or any other requirements of any municipal, state, federal government and all subdivisions thereof which may hereafter govern the sale, delivery, or performance of the goods and/or services contemplated by this Bid, executive or administrative requirements in furnishing goods and services, including CT*transit*'s equal employment opportunity and minority business enterprise utilization obligations under its contract with the Federal Transit Administration. The Contractor also agrees that it will hold the State and CT*transit* harmless and indemnify the State and CT*transit* from any action that may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations.

No Bid will be accepted from nor will any contract be awarded to any person or firm that is in arrears to CT*transit* upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to CT*transit* or that has failed to perform faithfully in any previous contract with CT*transit*.

Because bids and offers can at times be ambiguous, in its solicitation documents, CT*transit* reserves the right to request additional information before making an award. CT*transit* also reserves the right to seek clarification from any bidder or offeror about any statement in its bid or proposal that CT*transit* finds ambiguous. CT*transit* reserves the right to waive any informalities or variations in any Bid that it deems to be immaterial, or to reject any or all, or any part of any Bids if such action is deemed to be in the best interest of CT*transit* and/or the Department of Transportation of the CTDOT.

CT*transit* has working relationships with the State of Connecticut and First America. Through these relationships we have the advantage of requesting the same pricing afforded on their contracts. CT*transit* would expect that pricing, for the services requested, on any State of Connecticut and/or First America contract would be extended through this request for Bid.

8.2 DISQUALIFICATION OF BIDDERS. Bidders may be disqualified and Bids may be rejected for any of, but not limited to, the following causes:

- Failure to use the Bid Forms furnished by CT*transit*;
- Lack of signature by an authorized representative on the Bid Forms;
- Failure to properly complete the Bid Forms and certifications;
- Evidence of collusion among Bidders;
- Unfairly represents or conceals any material fact in the Bid;
- Failure to conform to the law or specifications of this Bid or
- Unauthorized alteration of the Bid Forms.
- Conditional Bids or those taking exceptions to the specifications may be considered non-responsive and may be rejected.
- In all cases, material must be furnished as specified.
- Bids received after date and time scheduled for Bid opening will be considered non-responsive.
- All Bid documents must be returned with Bid.

Bids must be made upon the forms provided. The blanks placed in the forms must be filled in as noted, and no change shall be made in the phraseology of the bid or in the items mentioned herein. Bids that contain any

omissions, alterations, additions, or items not called for in the itemized bid, or that contain irregularities of any kind, may be rejected as non-responsive.

8.3 RIGHTS AND REMEDIES. The duties and obligations imposed by the resulting contract and the rights and remedies available hereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Failure of CT*transit* to act shall in no way constitute a waiver of any right afforded to them under this agreement, nor shall any such action or failure to act constitute an approval of or an acquiescence in any breach of this agreement, except as may be specifically agreed in writing by CT*transit*.

8.4 LAW AND VENUE. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of law principles would dictate otherwise. This Agreement shall be deemed to have been made in Hartford, Connecticut.

The contractor irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of Hartford-New Britain at Hartford or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Nothing herein shall be construed to waive any of the States immunities.

8.5 CONTRACT INCORPORATION AND REQUIRED CERTIFICATIONS. Contractor should be aware that the contents of the successful Bid as well as the entire content of Bid 11-20 and attachments will become a part of the subsequent contractual documents. Additionally, the contractor should be aware of the contents of the certifications and guidelines contained herein, that it will be required to execute as required by the Federal Transit Administration (FTA), CTDOT and CT*transit*. Failure of contractor to accept these obligations will result in the rejection of its Bid or cancellation of any award. The model clauses set forth in this Bid are adopted and expressly made part of this Bid, contract and agreement; and in construing such clauses, all references to the Recipient or government shall be referenced to CT*transit* and/or CTDOT, and all references to the contractor shall refer to the party awarded any contract as a result of this procurement transaction.

8.6 FORCE MAJEURE. CT*transit* and the Contractor shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

8.7 ADVERTISING. The Seller may not reference sales/service to CT*transit* or the State of Connecticut for advertising and/or promotional purposes without the prior approval of the parties. The State has sole and exclusive right and title to all printed material produced for CT*transit* and the Seller shall not copyright the printed matter produced under this contract.

8.8 INTERPRETATION OF LANGUAGE. Should any question arise as to the interpretation of any language of this Bid or of any other contract document, the question shall be submitted to CT*transit*'s General Manager or his/her designee, who shall interpret the language. His/Her interpretation shall be final and conclusive.

8.9 WAIVER. The waiver of any provision, term or condition herein by CT*transit* on any occasion shall not constitute a general waiver and shall not release the selected Bidder from the obligation of otherwise performing or observing such provision, term or condition.

8.10 INDEMNIFICATION.

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs

and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS and the Client Agency all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. Contractor shall provide an annual electronic update of the 3 documents to the Client Agency and DAS on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

8.11 SUBJECT TO FINANCIAL ASSISTANCE. The items/services described in theses specifications are to be purchased with funding from the State of Connecticut Department of Transportation and Federal Transit Administration. In the event that funding from these sources is eliminated or decreased, CT*transit* reserves the right to terminate this Bid and/or any related purchase order or contract, or modify it or them, accordingly. The successful Bidder will be required to comply with all terms and conditions prescribed for third party contracts by the Federal Transit Administration. This Contract is subject to annual reauthorization of funding.

8.12 ENTIRE AGREEMENT. The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut. Nothing contained in this Agreement shall be construed as an agreement by the State to directly obligate the State to creditors or employees of the Second Party.

8.13 THIRD PARTY CONTRACT REQUIREMENTS. The successful Bidder(s) will be required to comply with all terms and conditions prescribed for third party contracts by the FTA and CTDOT.

8.14 GOODS AND STANDARDS. Any goods delivered must be standard new goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

8.15 WORKING AND LABOR SYNERGIES. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, CT*transit* employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

8.16 RESPONSIBILITY TO PRODUCE. Specifying brand name components and/or equipment in the specifications shall not relieve the Bidder from his or her responsibility to produce the product in accordance with the performance warranty and contractual requirements. The Bidder is responsible for notifying CT*transit* of any inappropriate brand name that may be called for in the specifications and to propose a suitable substitute for consideration.

8.17 OMISSION OF DETAILS. No advantage shall be taken by the supplier in the omission of any part or detail that is required to make the supply complete and ready for utilization, even though such detail is not mentioned explicitly in the specifications. All such omissions not herein specified shall conform to the highest standards in the industry.

8.18 BASIS OF AWARD. Award will be based on the lowest qualified Bidder for the items sought.

8.19 REPLACEMENT OF DEFECTIVE OR DAMAGED WORK OR MATERIALS. If the selected bidder fails to replace any defective or damaged work or materials after reasonable notice, CT*transit* may cause such work or materials to be replaced. The replacement expenses (including any and all damage to property) shall be the responsibility of the selected Bidder(s) and shall be deducted from the amount to be paid to the selected Bidder.

8.20 INSPECTION OF MATERIALS AND WORKMANSHIP. CT*transit* may inspect all material and workmanship at any time during the progress of the work and shall have the right to reject all materials and workmanship which does not conform to the specifications or which is not considered to be of adequate quality

8.21 EXTENSION OF TIME. CT*transit* may determine, in its sole an absolute discretion, that a reasonable extension of time for completion of delivery of services contemplated hereunder may be made under the following conditions:

When the Vendor is delayed due to cause beyond his/her control including, but not limited to strikes, fire, flood, earthquake, storm, acts of God, explosion, war, insurrection, riots, acts of any government (including judicial action or acts of terrorism), and/or any other cause similar to the foregoing. A delay shall be construed as being beyond the selected Bidder's control only if the delay was not reasonably expected to occur in connection with or during the selected Bidder's performance, and it was substantial and in fact delayed the total progress of the work, and it could not adequately have been guarded against by contractual or legal means. When the selected Bidder is delayed in progress regarding one area of fulfilling the agreement, but can proceed with performance in another area, he or she must so proceed.

Where the selected Bidder and CT*transit* have executed a change order that provides for an extension of time of completion, no extension of time will be granted unless a written request for extension is served on CT*transit* within ten (10) business days from commencement of the delay. Requests for extensions of time shall specify the nature of the cause of the delay, and such other proofs as are reasonably related to the cause of the delay. The selected Bidder shall provide CT*transit* with all information reasonably required by it to make a decision on

the request. In the case of such extension, the time of delivery completion shall be extended by a period of time equal to 1-1/2 days for every one-day of delay.

8.22 PROTEST POLICY AND PROCEDURES

It is the policy of CT*transit* 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 CT*transit*'s intention that its procurement process provides for fair and open competition in compliance with federal and state laws and CT*transit* policies.
CT*transit* 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 CT*transit*'s Administrative Offices, 100 Leibert Road, Hartford, CT 06120 and available upon request.

APPLICABILITY

This regulation is applicable to all CT*transit* employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against CT*transit* 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 Bidder 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 Bidder'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 CT*transit* 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 CT*transit* policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

STANDARDS
All Protests must be filed in writing to:

CT*transit* Administrative Offices
Cole Pouliot, General Manager
100 Leibert Road
P.O.Box 66
Hartford, CT 06141

Additionally a copy of the Protest must be provided to:

CT*transit* Administrative Offices
Cindy Jones, Assistant General Manager, Procurement & Capital Projects
100 Leibert Road
P.O.Box 66
Hartford, CT 06141

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 CTDOT.

CT*transit*, Cole Pouliot, General Manager or designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the General Manager or Designee must be in writing and shall include a response to each substantive issue raised in the Protest. The General Manager's decision shall constitute CT*transit*'s final administrative determination.

If CT*transit* postpones the date of Bid submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, CT*transit* 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 Bid submission shall be postponed until CT*transit*, General Manager 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 CTDOT 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 State law or regulation.

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

Connecticut Department of Transportation (CTDOT)
Dennis Solinsky, Transit and Ridesharing Administrator
Bureau of Public Transportation
2800 Berlin Turnpike
P.O. BOX 317546
Newington, CT 06131-7546

CT*TRANSIT* RESPONSIBILITIES TO CTDOT
CT*transit* will notify CTDOT when they receive a protest and will keep CTDOT informed about the status of the Protest including any appeals.

CT*transit* will provide the following information to CTDOT:

Subjects: **A list of Protests involving 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: **CT*transit*will provide this information:**
- ✓ In its next quarterly Milestone Progress Report, and
- ✓ At its next Project Management Oversight review, if any.

Officials to Notify: When CT*transit* denies a bid Protest, and an appeal is likely to occur, CT*transit* will inform the Transit and Ridesharing Administrator for CTDOT directly about the likely appeal.

CT*transit* will disclose information about any procurement Protest to CTDOT upon request. CTDOT reserves the right to require CT*transit* to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as CTDOT 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.

** CT*transit* 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.

8.23 AMERICANS WITH DISABILITIES ACT. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The State of Connecticut and CT*transit* may terminate the contract if the Contractor fails to comply with the Act.

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

8.25 AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS, AND RECORDS.
(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State and CT*transit* may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and CT*transit* and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

8.26 CONTINUED PERFORMANCE. The Contractor and Contractor Parties shall continue to perform their obligations under the contract while any dispute concerning the contract is being resolved.

8.27 SEVERABILITY. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

8.28 CONFIDENTIAL INFORMATION. The State and CT*transit* will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Bidder or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the State and CT*transit* will endeavor to keep said information confidential to the extent permitted by law. The State and CT*transit*, 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. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State or CT*transit* have any liability for the disclosure of any documents or information in its possession which the State or CT*transit* believes are required to be disclosed pursuant to the FOIA or other requirements of law.

8.29 REFERENCES TO STATUTES, PUBLIC ACTS, REGULATIONS, CODES AND EXECUTIVE ORDERS. All references in this Contract to any statute, public act, regulation, coder or executive order shall mean such statute, public act, regulation, coder or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

8.30 SOVEREIGN IMMUNITY. The parties acknowledge and agree that nothing in the Request for Bid or the contract shall be construed as a modification, compromise or waiver by the State or CT*transit* of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the contract. To the extent that this section conflicts with any other section, this section shall govern.

8.31 PROTECTION OF CONFIDENTIAL INFORMATION

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
(3) A process for reviewing policies and security measures at least annually;
(4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
(5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

8.32 TERMINATION. All contracts in excess of $10,000 shall contain suitable provisions for termination by CT*transit* including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

a. Termination for Convenience (General Provision). CT*transit* may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the State of Connecticut'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 CT*transit* to be paid the contractor. If the contractor has any property in its possession belonging to CT*transit*, the contractor will account for the same and dispose of it in the manner that CT*transit* directs.

b. Termination for Default [Breach or Cause] (General Provision). If the contractor does not deliver supplies 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, CT*transit* 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 only be paid the contract price for supplies delivered and accepted or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by CT*transit* 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, CT*transit*, 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.

c. Opportunity to Cure (General Provision). CT*transit* 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 CT*transit* 's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor of written notice from CT*transit* setting forth the nature of said breach or default, CT*transit* 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 CT*transit* from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach. In the event that CT*transit* elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CT*transit* shall not limit CT*transit*'s remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts). CT*transit*, by written notice, may terminate this contract, in whole or in part, when it is in the State of Connecticut's best interest. If this contract is terminated, CT*transit* shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service). If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, CT*transit* may terminate this contract for default. CT*transit* shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CT*transit*.

g. Termination for Default (Transportation Services). If the contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, CT*transit* may terminate this contract for default. CT*transit* shall terminate by delivering to the contractor a Notice of Termination specifying the

nature of default. The contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the contractor has possession of CT*transit* goods, the contractor shall, upon direction of CT*transit* protect and preserve the goods until surrendered to CT*transit* or its agent. The contractor and CT*transit* shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CT*transit*.

8.33 SUSPENSION AND DEBARMENT. 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 CT*transit*. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to CT*transit*, the State of Connecticut may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C 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.

8.34 PRIVACY ACT – CONTRACTS INVOLVING FEDERAL PRIVACY ACT. The following requirements apply to the contractor and its employees that administer any system of records on behalf of the State of Connecticut under any contract:
(1) The contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,
5 U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of State of Connecticut before the contractor or its employees operate a system of records on behalf of the State of Connecticut. The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
(2) The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the State of Connecticut financed in whole or in part with Sate assistance provided by the State of Connecticut.

8.35 CIVIL RIGHTS REQUIREMENTS. The following requirements apply to the underlying contract:
(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable State of Connecticut implementing regulations and other implementing requirements the State of Connecticut may issue.
(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.
(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
(3) The contractor also agrees to include these requirements in each subcontract financed in whole or in part with State of Connecticut assistance provided, modified only if necessary to identify the affected parties.

8.36 BREACHES AND DISPUTES - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CT*transit*'s General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the contractor and the contractor shall abide be the decision.
Performance During Dispute - Unless otherwise directed by CT*transit*, 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CT*transit* 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 of Connecticut, in which CT*transit* is located.
Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available there under 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 CT*transit* 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 there under, except as may be specifically agreed in writing.

8.37 PAYMENT OF RECOVERABLE COSTS DUE TO CT*TRANSIT*. CT*transit* shall have the right to set-off against amounts otherwise due to CT*transit* under this Agreement or under any other agreement or arrangement that the Contractor has with CT*transit*:

a. Any cost that CT*transit* incurs which are due to the Contractor's non-compliance with the Agreement, and

b. Any other amounts that are due and payable from the Contractor to CT*transit*. Any sum take in set-off from the Contractor shall be deemed to have been paid to the Contractor for purposes of the Contractors' payment obligations under Connecticut General Statutes Section 49-41c.

8.38 REVISIONS IN ORGANIZATION. The Contractor shall notify CT*transit* in writing when there is a change in its Certificate of Incorporation or a change in the individual(s) in actual charge of the work specified herein. The change shall not relieve the Contractor of any responsibility for the accuracy and/or completeness of all products of the work under this Agreement, including all supplements thereto.

8.39 EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW. Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; 38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; 41 CFR Chapter 60-l .42; 41 C.F.R 60-250.4(k); 4 1 C.F.R. 60-74 1.5(a)4

8.40 NONCONSTRUCTION EMPLOYEE PROTECTION CONTRACT WORK HOURS & SAFETY STANDARDS ACT (for all turnkey, rolling stock and operational contracts {except transportation services contracts and open market contracts} exceeding $100,000.00). The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§3701 et seq., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. §3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provision Applicable to Nonconstruction Contracts Subject to the Contract Work hours and Safety Standards Act)," 29 CFR Part 5.

8.41 SPECIAL NOTIFICATION REQUIREMENT FOR STATES. Per FTA guidance dated July 2011: "The notification requirements concerning federal assistance apply only to States and those organizations that are being funded directly by the State with FTA grant funds. This would include sub grantees, lessees, or third party contractors of the State. Government agencies that are not part of the State government who are receiving FTA grant funds directly from FTA do not have to comply with the special notification requirements for States." Therefore this clause does apply to CT*transit* Contracts.

8.42 Reserved

8.43 ACCESS FOR INDIVIDUALS WITH DISABILITIES. The Contractor 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 Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; 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; and 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. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

8.44 SENSITIVE SECURITY INFORMATION. Contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(s) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

8.45 SEAT BELT USE. 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 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 any third party subcontracts, involving the project.

8.46 TEXTING WHILE DRIVING AND DISTRACTED DRIVING. In compliance with Federal Executive Order No. 13513, "Federal Leadership on Reducing Test Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each contractor to promote policies and initiatives for its employees and other personnel to adopt and promote safety policies to decrease crashes by distractive drivers, including policies to ban text messaging while driving, and to include this provision in any third part subcontracts involving the project.

8.47 AWARD TO RESPONSIBLE CONTRACTORS. In compliance with 49 U.S.C. § 5325(j), CT*transit* agrees to award contracts only to those Contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a contract, CT*transit* will consider:

(1) The Contractor's integrity,
(2) The Contractor's compliance with public policy,
(3) The Contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any, and
(4) The Contractor's financial and technical resources.

8.48 CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS
SEEC FORM 11
Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below).

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees). In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee. On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State

Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

8.49 DUTY TO INFORM. State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

8.50 PENALTIES FOR VIOLATIONS. Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties: **Civil penalties**—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals. **Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

8.51 CONTRACT CONSEQUENCES. In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided. In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

8.52 ADDITIONAL DOCUMENTATION. The successful Bidder must be aware that prior to an award being made additional documentation may be requested to complete the contract. This documentation may include any or all of the following: Additional Company Information, Title VI Compliance Information, Required Affidavits (upon award), etc.