



**NORWALK TRANSIT DISTRICT (NTD)**

**REQUEST FOR PROPOSAL**

**RFP #2019-02**

**ANNUAL AUDIT OF FINANCIAL STATEMENTS**

**December 17, 2019**

The Norwalk Transit District is seeking proposals from Certified Public Accounting firms to conduct the annual audit of the Norwalk Transit District's financial statements, the Supplementary Schedule of Federal Financial Assistance and the Supplementary Schedule of State Financial Assistance for the years ending June 30, 2020, June 30, 2021 and June 30, 2022 with options for the years ending June 30, 2023 and June 30, 2024.

The annual audits must be conducted in accordance with generally accepted auditing standards (GAAS) as described in Statements on Auditing Standards, issued by the American Institute of Certified Public Accountants, Government Auditing Standards (GAS), issued by the Controller General of the United States, the Single Audit Act of 1984 (as amended), the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the Connecticut Compliance Supplements to the State Single Audit Act. Audits for years beyond June 30, 2020 will be in accordance with any changes made to the OMB Circulars.

Also attached are the following related appendices which will be incorporated into any resulting contract by reference: Technical Specifications (Appendix A), FY 2019 Audit (Appendix A1) NTD Standard Form of Contract Agreement (Appendix B), the Requirements of the Federal Transit Administration and State of Connecticut (Appendix C), Required Proposal Forms (Appendix D), and Protest Procedures (Appendix E).

A non-mandatory pre-proposal conference will be conducted on January 3, 2020 at 10:00 a.m. at the NTD's office at 275 Wilson Avenue, Norwalk, Connecticut 06854. Questions on the proposal documents are due no later than 11:00 a.m. on January 6, 2020. First round addenda will be issued by 4:00 p.m., January 7, 2020. January 10, 2020 11:00 a.m. is the deadline for any final questions and/or concerns which will be addressed via addenda no later than 4:00 p.m. on January 13, 2020. One electronic submittal, one (1) original and two (2) copies of the complete Proposal package must be received no later than 2:00 p.m. on January 17, 2020 at the NTD's office at 275 Wilson Avenue, Norwalk, Connecticut 06854. The sealed Proposals must include, at minimum, completed Appendices C and D, of the enclosed Proposal package and a written response to the technical specifications in the

order represented in this section. The sealed Proposals must be clearly marked "RFP #2019-02, Annual Audit of Financial Statements". Proposals shall be addressed to:

Lori Hammill, Chief Logistics Officer  
Norwalk Transit District  
275 Wilson Avenue  
Norwalk, CT 06854

Offerors that receive the procurement package are required to register with the Norwalk Transit District Project Manager, Lori Hammill, 203-299-5162, [lhammill@norwalktransit.com](mailto:lhammill@norwalktransit.com). At a minimum name, address, phone number, email address and primary contact person must be provided. This will ensure that offerors receive any and all related addenda and documents that may be issued pursuant to this procurement after the release of the initial procurement document. The primary mode of communication will be via email. Failure to register and properly acknowledge all related documents will be the sole responsibility of the offeror and will not be entertained as an acceptable defense for a non-responsive rating as a result of "failure to know".

**System for Award Management (SAM)** is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS for the purpose of verifying if a potential vendor/contractor is suspended or disbarred from receiving federal fund and state funds (as imposed by the State of Connecticut Department of Transportation. There is NO fee to register for this site. Entities may register at <https://www.sam.gov/portal/SAM/##11>. User guides and webinars are available under the Help tab. **Please note Proposers must be registered with SAM which requires a DUNS number. Please carefully review this section under the state and federal suspension and debarment requirements contained in the procurement documents. We reserve the right to determine the Proposer non-responsive if it fails to be registered with SAM at the time of the proposal submittal.**

Should any additional information prove necessary, please contact me at (203) 299-5162.

Sincerely,

NORWALK TRANSIT DISTRICT

*Lori Hammill*

Lori Hammill,  
Chief Logistics Officer

## **PROPOSAL PROCEDURE**

### **1.0 General**

The Proposal response shall constitute an indication that the Proposer will meet the requirements established in the attached Technical Specifications together with any "Addenda" issued by the NTD relative to this procurement.

### **2.0 Proposal Schedule**

- A. The request for proposals will be issued December 17, 2019.
- B. A non-mandatory pre-Proposal conference will be held on January 3, 2020 at 10:00 am at the offices of the NTD.
- C. Requests for exceptions and or first round questions regarding the Technical Specifications must be in writing and received at the NTD office at 275 Wilson Avenue, Norwalk, Connecticut, 06854, by 11:00 a.m. on January 6, 2020. The NTD shall issue resulting addenda pursuant to these requests by January 7, 2020 no later than 4:00 p.m. Final questions are due January 10, 2020 no later than 11:00 a.m. and will be addressed by 4:00 p.m. on January 13, 2020.
- D. Proposals must be received at the aforementioned address by no later than 2:00 p.m. on January 17, 2020.
- E. The contract will commence immediately upon award for the first audit year and the maximum term will be for a period of three audit years, with one additional two audit year renewal option at the sole discretion of the District. The maximum audit years will be for the years ending June 30, 2020 through June 30, 2024.

### **3.0 Proposer Review and Requests for Exception**

- A. Proposers may discuss this procurement package and any related addenda with the NTD. Such discussions do not, however, relieve Proposers from responsibility for submitting written requests for "exceptions".
- B. Proposers must submit written requests to the NTD for approved equals, clarifications or exceptions relative to the technical specifications and/or addenda issued by the NTD no later than January 10, 2020, 11:00 a.m. Any request or protest must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than that required.
- C. The NTD shall make a determination relative to each request for exception(s) in writing. All written determinations will be issued as an "addendum" to the technical specifications and will be emailed or otherwise furnished to all known interested Proposers by 4:00 p.m. on January 13, 2020.

- D. The undersigned acknowledges receipt of all addenda to the technical specifications by executing each addenda issued and returning it concurrently with their proposal. Failure to acknowledge receipt of all addenda may cause the Proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

#### 4.0 Proposal Package

A. **A COMPLETE PROPOSAL PACKAGE SHALL INCLUDE, AT MINIMUM, THE FOLLOWING ITEMS:**

- (a) Completed Appendix C - requirements of the Federal Transit Administration and requirements of the State of Connecticut;
- (b) Completed Appendix D - NTD Proposal Forms; and
- (c) Written response to the technical specifications should be addressed in the order identified in the technical specifications. If a pre-packaged comprehensive proposal is submitted, proposers are responsible for identifying where the response to each area identified in the technical specification is contained and addressed.
- (c) Bid Security (not applicable)

B. **THE PROPOSER SHALL ALSO SUBMIT, AS PART OF THE RESPONSIBILITY QUESTIONNAIRE CONTAINED IN APPENDIX D THAT IT:**

- (a) Has the capability to perform the work and supply the materials within the time specified in this contract
- (b) Has the experience to perform the work described in the attached Technical Specifications. The Proposer shall provide the following information relative to all contracts for similar work performed in the previous three (3) years:
  - name, address and telephone number of the organization and contact person
  - brief description of project
  - month and year of contract
- (c) Has necessary financial resources or has the capability to obtain such resources to complete the contract in a satisfactory manner within the required time.
- (d) Other requirements specific to the solicitation.

The District will rely in part on this questionnaire in determining if the Proposer is a responsible and responsive as the first step of the evaluation process. If the Proposer fails to meet the minimal requirements of this determination it will be determined non-responsive and its proposal will not be reviewed any further. All Proposers determined

non-responsive will be notified in writing.

- C. One electronic submittal, one (1) original and two (2) copies of the complete Proposal package must be received no later than 2:00 p.m. on January 17, 2020 at the NTD's office at 275 Wilson Avenue, Norwalk, Connecticut 06854. The sealed Proposals must be clearly marked "RFP 2019-02, Annual Audit of Financial Statements". Proposals shall be addressed to:

Lori Hammill, Chief Logistics Officer  
Norwalk Transit District  
275 Wilson Avenue  
Norwalk, Connecticut 06854

## 5.0 Proposal Price

The Proposer shall state an annual firm fixed proposal price based on a total number of anticipated engagement hours based on payment terms of net forty-five (45) days from the date of the completed audit as detailed in the specifications.

The price quoted in any Proposal submitted shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the project pursuant to the attached technical specifications. All Proposals remain in effect forty-five (45) days from Proposal opening.

It is understood that in the event of unexpected circumstances/findings resulting in higher than anticipated engagement hours, this contract terms, scope, and cost will be reopened for renegotiation.

If it should become necessary for the Norwalk Transit District to request the auditor to render any additional services requested in this Request for Proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, and or change in regulations or guidance impacting the financial health or direction of the District during the term of this contract then such additional work shall be performed only if set forth in an addendum to the contract between the Norwalk Transit District and the firm. Any such additional work agreed to between the Norwalk Transit District and the firm shall be performed with acceptable parameter of based on the rates set forth in the cost proposal in Appendix D.

## 6.0 Registration

Offerors that receive the procurement package are required to register with the Norwalk Transit District Project Manager, Lori Hammill, 203-299-5162, [lhammill@norwalktransit.com](mailto:lhammill@norwalktransit.com). At a minimum name, address, phone number, email address and primary contact person must be provided. This will ensure that offerors receive any and all related addenda and documents that may be issued pursuant to this procurement after the release of the initial procurement document. The primary mode of communication will be via email. Failure to register and properly acknowledge all related documents will be the sole responsibility of the offeror and will not be entertained as an acceptable defense for a non-responsive rating as a result of

“failure to know”.

## 7.0 Taxes

The NTD is a tax-exempt governmental entity. Prices quoted by the Proposer should not include any tax from which a governmental entity is exempt. The price quoted shall include the total and complete cost for all services requested in conformance with the attached technical specifications.

## 8.0 Cost Liability

The NTD assumes no responsibility and no liability for costs incurred by the Proposer for the preparation of a Proposal or any cost associated with the selection process.

## 9.0 Proposal Postponement and Amendment

The NTD reserves the right to revise or amend the specifications any time prior to the formal bid opening. Revisions, amendments and/or postponement, in the form of an addendum, shall be provided to all Proposers receiving or requesting Proposal materials by email.

The NTD reserves the right to postpone the Proposal opening at any time prior to the scheduled date and time if deemed necessary and in the best interest of the NTD.

## 10.0 Public Proposal Opening

Proposals shall not be opened publicly.

## 11.0 Proposal Rejections

The NTD reserves the right to waive any minor Proposal informalities or irregularities in the Proposals received which do not go to the heart of the Proposal or prejudice other Proposers or to reject any and all Proposals submitted when it is in the best interest of the Transit NTD. Conditional Proposals, or those which take exception to the specifications and addenda, will be considered nonresponsive and will be rejected.

## 12.0 Single Proposal Response

If only one Proposal is received in response to the invitation for bids or requests for proposals, a detailed cost proposal may be requested of the single Proposer. A cost/price analysis and evaluation and/or audit may be performed in order to determine if the price is fair and reasonable.

## 13.0 Proposal Withdrawal

An authorized representative of the Proposer may withdraw Proposals any time prior to the scheduled Proposal due date of January 17, 2020, 2:00 p.m. After that time, Proposals may not be withdrawn for forty-five (45) calendar days.

#### 14.0 Award Procedure

- A. The NTD shall review the proposals within ten business weekdays of the proposal opening. It is anticipated that notices of the NTD's determination will be issued to all responding agencies by email.
  
- B. The NTD's evaluation will be a multi-part process. Proposals will first be evaluated to determine if the submitting entity is responsible and responsive to the procurement solicitation. This will be achieved by evaluating items (1) and (2) below.
  - (1) Ability to fulfill State/Federal Requirements
  
  - (2) Completeness of proposal; inclusion of all requisite certifications inclusive of the responsibility questionnaire.

**Proposers that are determined non-responsive or responsible will be advised in writing and will not move forward to the next step of evaluation.**

Proposals determined responsive and responsible will then be evaluated on the following:

- C. The overall evaluation criteria listed below are listed in relative order of importance. As proposals are considered by the District to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical proposals are evaluated as essentially equal, cost or price may be the deciding factor.
  - (1) Technical Evaluation
    - Past Performance* – Responses to the evaluation questionnaire regarding past performance will be evaluated under this section. Offerors that have little or no relevant performance history should expect a lower rating in this category. Offers should ensure that the response to the technical specification section of this proposal provides information on problems encountered on this contract type and corrective measures taken. Past performance of key personnel and subcontractors (if applicable) that will perform major or critical aspects of the work will also be evaluated as a primary indicator of an offeror's ability to perform the contract successfully. Adequate experience and verifiable history in the provision of service sought through this procurement must be fully demonstrated in the proposal submission. It should be noted that this is separate from the responsibility determination which makes the determination that at the time of contract award, the ability to perform successfully and a willingness to comply with the terms and conditions of a proposed contract.
  
    - Technical Criteria* – Technical factors regarding the specific methods, designs, and systems proposed to be used by the offeror will be considered and they must be tailored to the specific requirements of this solicitation. These factors will represent the key technical areas of importance considered in the technical specification of this solicitation.

Key Personnel – An evaluation of key personnel will be performed and as this procurement involves services or requirements where management of the work is a critical factor in determining its success. Qualifications and experience of key personnel are an important evaluation factor. The District may require oral presentations by key personnel and may ask these key personnel relevant questions to determine the depth of their knowledge in critical areas.

(2) Overall Price

A cost realism analysis will be performed to determine what the District should realistically expect to pay for the proposed effort prior to the award. Prices will be evaluated and brought alongside the technical proposal scores in order to make the necessary tradeoff decisions as to which proposal represents the best overall value to the District.

(3) Other Relevant Matters (Not applicable)

- D. The District will select that proposal that is the most advantageous, which may not necessarily be the highest ranked technically or the lowest proposed price. Careful consideration will be given to the technical merits of the competitors and the price differentials to see if a higher price proposal warrants the award based on the benefits it offers to the District as compared to a lower price proposal. The selection will be made on a “best value” basis. The experience and capability of the Proposer to undertake this contract will be evaluated for the maximum benefit to NTD.

NTD will appoint an Evaluation Committee who will be responsible for the review and evaluation of Proposals submitted in response to this RFP. The Evaluation Committee reserves the right to request a tour of the Proposers’ facility. If such tours are pursued, their occurrence, time and date will be at the discretion of NTD.

During the evaluation process, the Evaluation Committee may, at its discretion, request any one or all of the respondents to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have on the firm’s Proposal. Not all respondents may be asked to make such oral presentations.

NTD has an established evaluation process for the review of the Proposals. Proposals will be analyzed for responsiveness, compliance with technical specifications, capabilities, quality, price, instructions and all other aspects of this RFP.

Proposals 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. NTD reserves the right to request a Proposer to provide any missing information and to make corrections. All non-responsive respondents will be notified in writing.

Submittal of a Proposal will signify that the Proposer has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated in the Proposer’s Proposal submittal. Any such conditions, exceptions, reservations or understandings, which do not result in the rejection of the Proposal, are subject



to evaluation under the Proposal evaluation criteria.

Additionally, NTD has established a resource support team that will assist the Committee in the evaluation process. The Team may be called on for a variety of different research and analysis purposes including but not limited to reference checking, price analysis etc. The Committee will initially meet to discuss the overall Proposals and to determine how the Team will most efficiently be utilized in the evaluation process. The Committee will direct the Team in what specific areas of analysis and/or research if any that will be required. All reports provided by the Team will be made to all Committee members in writing. On receipt of all required information the Committee may meet to jointly discuss the Proposals and any areas of concerns. The Committee then will independently evaluate Proposals. The Committee reserves the right to call upon the Team at any time during the evaluation process for its expertise. The Committee may convene at any time to discuss any questions or concerns they may encounter. The Committee may rely on this resource material in the evaluation of the Proposals.

Upon completion of reviews, each Proposal will be given a total composite score. Each Evaluator will rank the Proposals with number 1 being the highest. The rankings for each Proposal will be added together and the Proposer with the lowest total composite ranking score will be determined the top ranked Proposer and so on down the line.

If determined necessary the Committee may invite top-ranked Proposers for an interview or may choose to visit current Proposer sites. If interviews or visits are conducted the Committee will be provided the opportunity to revise their original review to accurately reflect any additional information that may have been obtained through the interview process. Each Committee member will document this separately and independently. Once again Proposals will be evaluated and scored as noted above to determine the top ranked Proposer. The Proposer ranked number one and whose price Proposal is acceptable, may be contacted regarding any potential areas to be negotiated. If negotiations are conducted and not successful with the number 1 ranked Proposer then negotiations may be conducted with the next highest ranking Proposer and so on down the line until negotiations are successful in producing a Proposal that is found to be the most advantageous to NTD, cost and other factors considered.

NTD reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request a best and final Proposal. NTD additionally reserves the right to award on the basis of initial Proposals submitted without any negotiations or discussions if such action is deemed to be in the best interest of NTD. In any event, NTD reserves the right to accept other than the lowest cost Proposal. All unsuccessful Proposers will be contacted notifying them of their status.

This criterion is presented to allow NTD the ability to analyze Proposals received on an equal basis and to afford all Proposers the opportunity to know the basis upon which their Proposals will be evaluated.

#### 15.0 Proposal Protest Procedure

See attached Protest Procedures (Appendix E).

**APPENDIX A**

**TECHNICAL PROPOSAL**

The Norwalk Transit District is seeking proposals from Certified Public Accounting firms to conduct the annual audit of the Norwalk Transit District's comprehensive Annual financial statements for the year ended June 30, 2020 and subsequent years. The audit should include all federal and state assistance programs as required by the Federal and State Single Audit Acts.

### **Scope of the examination**

The audit should be made in accordance with generally accepted auditing standards (GAAS) as described in Statements on Auditing Standards, issued by the American Institute of Certified Public Accountants, Government Auditing Standards (GAS), issued by the Comptroller General of the United States, the Single Audit Act of 1984 (as amended), the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the Connecticut Compliance Supplement to the State Single Audit Act. Audits for years beyond June 30, 2020 will be in accordance with any changes made to the OMB Circulars.

### **Services rendered at the conclusion of the audit**

The successful auditing firm should provide to the Norwalk Transit District at the conclusion of the annual audit:

- The reports on the Comprehensive Annual Financial Report with supplemental schedules
- Circular A-133, Federal Single Audit Report and State Single Audit Report and related required compliance reports.
- The reports on the internal controls of the District, and the accounting and administrative control system relative to Federal and State financial assistance.
- The reports on compliance with laws, regulations, contracts and grant agreements, and Federal and State general and specific requirements.
- The Supplementary Program Information report as required under the State of Connecticut Department of Transportation contract.
- The Office of Policy and Management Municipal Audit Questionnaire.
- The Data Collection Form.
- The management letter of comments and recommendations.
- The information necessary for the submission of the National Transit Database Report.

### **Working Paper Retention and Access to Working Papers**

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Norwalk Transit District of the need to extend the retention period. The auditor will be required to make working papers available, upon request by the Norwalk Transit District. In accordance with the requirements of Government Auditing Standards and of the Single Audit Act Amendments of 1996, the auditor is required to provide access to the working papers and photocopies thereof to a federal agency or the Comptroller General of the United States upon their request for their regulatory oversight purposes. If such a request is made, the auditor will inform the Chief Executive Officer prior to providing such access. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

### **Qualifications of the successful auditing firm**

The successful auditing firm should be independent, as defined by generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants and government

auditing standards as issued by the Comptroller General of the United States regarding the Norwalk Transit District.

Additional requirements that the auditors must meet are:

- The firm must be licensed and registered to practice in the State of Connecticut through the State Board of Accountancy and provide such documentation.
- The firm must also document compliance with all requirements of the continuing education mandates, as they pertain to governmental engagements, of the State Board of Accountancy.
- Each firm submitting a proposal should describe the qualifications and expertise of the firm members to be utilized in performing the audit.
- A list of professional references of other similar governmental engagements should be included in the package.
- Have not been suspended or debarred from performing governmental audits.
- Have received a positive peer review in the past 3 years. A copy of the firm's most recent peer review should be submitted with any proposal.

### **Timing of Services**

The accounting department of the Norwalk Transit District will have available to the successful auditing firm trial balances, account reconciliations and supporting schedules by September 1, following the fiscal year end.

A draft copy of the District's financial statements is expected to be received by the Norwalk Transit District by the end of October following the end of each fiscal year. The final issuance of the financial statements is expected no later than November 30 following the end of each fiscal year. These timelines will be extended during the initial audit year.

**APPENDIX A1**

**FISCAL YEAR 2019 AUDIT REPORT**

**APPENDIX B**

**STANDARD FORM OF CONTRACT AGREEMENT**

## STANDARD FORM OF CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_(Month) in the year 2020 by and between the Norwalk Transit District, locate at 275 Wilson Avenue, Norwalk, Connecticut, hereinafter, referred to as the DISTRICT and \_\_\_\_\_., located at \_\_\_\_\_, hereinafter, referred to as the CONTRACTOR.

The purpose of this Contract Agreement is to provide Annual Audits of District Financial Statements. Therefore, the DISTRICT and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1. SERVICE

The CONTRACTOR shall provide services as specified in the Technical Specifications of the Request for Proposals, Attachment A, and as described in the CONTRACTOR Work Program and Project Cost, Attachment B, which are a part hereof. The work is generally described as Annual Audit of Financial Statements for fiscal years 2020 through 2024.

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

### Article 2. SUBCONTRACTING

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

### Article 3. CONTRACT TIME

3.1 The maximum term of this contract shall be for a period of three audit years from the date of commencement, with one additional two-year renewal option at the sole discretion of the District.

### Article 4. CONTRACT PRICE

4.1 The DISTRICT shall pay the CONTRACTOR, for the performance of all services in accordance with the Project Pricing as stated in Attachment B. Attachment B is made a part of this contract.

4.2 The Contractor will be a firm fixed contract paid on the completion and acceptance of the audit.

The DISTRICT shall process CONTRACTOR invoices and make payments within forty-five (45) days of an invoice due date.

## Article 5. INSURANCE

The CONTRACTOR agrees to provide and maintain the required insurance limits, as set forth in the following, to comply with the DISTRICT requirements. The DISTRICT shall be listed as an additional insured with exception of the Professional Liability Policy. The CONTRACTOR agrees to furnish to the DISTRICT a Certificate of Insurance on forms acceptable to the DISTRICT, fully executed by an insurance company or companies satisfactory to the DISTRICT, for the insurance policy or policies required below, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. Each policy shall include a waiver of subrogation provision. Said certificate of insurance shall be provided by the CONTRACTOR with this signed contract. The insurance shall be maintained throughout the conduct of this work.

### 5.1 COMMERCIAL GENERAL LIABILITY INSURANCE

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

### 5.2 AUTOMOBILE LIABILITY INSURANCE

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

### 5.3 PROFESSIONAL LIABILITY AND ERRORS AND OMISSIONS INSURANCE

The CONTRACTOR and any approved subcontractors shall be required to carry Professional Liability and, Errors and Omissions insurance in a minimum amount of Two Million Dollars (\$2,000,000).

### 5.4 WORKER'S COMPENSATION

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

## Article 6. PROJECT MANAGER

Both the CONTRACTOR and the DISTRICT shall designate Project Managers for services provided under this Agreement. The Project Managers shall be responsible for overseeing the proper operation



of the service. The DISTRICT has assigned the Chief Financial Officer to serve as the Project Manager for this project.

#### Article 7. CONTRACTOR RESPONSIBILITIES, DUTIES, AND LIABILITIES

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

#### Article 8. CONTRACTOR'S REPRESENTATIONS

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

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

#### Article 9. CONTRACT DOCUMENTS

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

The Complete Request for Proposal include the CONTRACTORS Response to the RFP Including Addendum Issued (Attachment A)

The Agreed upon Project Price (Attachment B)

Requirements of the State of Connecticut and Federal Transit Administration as may be applicable. (Attachment C)

RFP Forms (Attachment D)

Article 10. MISCELLANEOUS

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

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

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

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

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

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

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

By: \_\_\_\_\_  
Kimberlee A. Morton Date  
Chief Executive Officer, Norwalk Transit District

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

Printed Name: \_\_\_\_\_

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

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

**APPENDIX C**

**REQUIREMENTS OF THE FEDERAL TRANSIT ADMINISTRATION**

**AND**

**STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION**

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

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

No Government Obligation to Third Parties  
Program Fraud and False or Fraudulent Statements and Related Acts  
Access to Records and Reports  
Federal Changes  
Civil Rights Requirements  
Incorporation of Federal Transit Administration (FTA) Terms  
Energy Conservation Requirements  
Termination  
Government-wide Debarment and Suspension  
Breaches and Disputes Resolution  
Lobbying  
Clean Air and Water Requirements  
Disadvantaged Business Enterprise (DBE)  
Prompt Payment (DBE)  
ADA Access  
Safe Operation of Motor Vehicle  
Protection of Sensitive Security and Other Sensitive Information  
Metric Measurements  
Use of \$1 Coins  
Veterans Hiring Preference

Signed:

\_\_\_\_\_  
Authorized Corporate Official

\_\_\_\_\_  
Date

**THIS FORM IS A REQUIRED SUBMITTAL TO BE RETURNED WITH YOUR RESPONSE.**

## FEDERAL REQUIREMENTS

### **NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.**

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

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **ACCESS TO RECORDS AND REPORTS**

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

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

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

**Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

## FEDERAL CHANGES

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

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

## CIVIL RIGHTS AND EQUAL OPPORTUNITY

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

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

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

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

**Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

## **ENERGY CONSERVATION**

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

## **TERMINATION PROVISIONS**

### **Termination for Convenience (Professional or Transit Service Contracts)**

The District, by written notice, may terminate this contract, in whole or in part, when it is in the District's interest. If this contract is terminated, the District shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

## **DEBARMENT AND SUSPENSION**

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

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

### **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;



- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

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

#### **VIOLATION AND BREACH OF CONTRACT**

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. For purchases with grants issued on or before December 25, 2014 the threshold applied is \$100,000.

#### **Rights and Remedies of the AGENCY**

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

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

#### **Rights and Remedies of Contractor**

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

#### **Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the District will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as

provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the District takes action contemplated herein, the District will provide the Contractor with sixty (60) days written notice that the District considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

### **Disputes**

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

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

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

### **Performance during Dispute**

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

### **Claims for Damages**

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

### **Remedies**

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

### **Rights and Remedies**

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District or Contractor shall constitute a waiver of any right or duty

afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **LOBBY RESTRICTIONS**

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

### **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

The Contractor agrees:

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

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where

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

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

Federal Transit Administration website Disadvantaged Business Enterprise

Department of Transportation website Disadvantaged Business Enterprise Program

### **Flow Down**

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

### **Clause Language**

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

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

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

by the listed DBE. 49 C.F.R. § 26.53(f) (1).

### **ADA ACCESS - ACCESS FOR INDIVIDUALS WITH DISABILITIES**

The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. *Accessibility.* Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38

### **SAFE OPERATION OF MOTOR VEHICLES**

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

#### **Seat Belt Use**

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

#### **Distracted Driving**

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

### **PROTECTION OF SENSITIVE SECURITY AND OTHER SENSITIVE INFORMATION**

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

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

The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 1520, and

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

### **METRIC MEASUREMENTS**

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

### **USE OF \$1 COINS**

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

### **VETERAN'S HIRING PREFERENCE**

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## REQUIREMENTS OF NTD AND THE STATE OF CONNECTICUT

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

**State Requirements:**

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

Signed:

\_\_\_\_\_  
Authorized Corporate Official

\_\_\_\_\_  
Date

Signed:

\_\_\_\_\_  
Authorized Corporate Official

\_\_\_\_\_  
Date

**THIS FORM IS A REQUIRED SUBMITTAL TO BE RETURNED WITH YOUR RESPONSE.**



## CONNECTICUT DEPARTMENT OF TRANSPORTATION

# POLICY STATEMENT

**SUBJECT: Code of Ethics Policy**

**June 1, 2007**

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

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

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

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

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

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

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546

**To contact the Office of State Ethics:**

Tel. (860) 594-3045



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

## **Enforcement**

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

## **Prohibited Activities**

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

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

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

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay." **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under

their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

3. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
4. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
5. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Training for DOT Employees**

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

### **Important Ethics Reference Materials**

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

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

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

March 3, 2009

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

**1. General:**

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

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

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

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

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

**2. Equal Employment Opportunity Policy:**

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

**3. Equal Employment Opportunity Officer:**

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

**4. Dissemination of Policy:**

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and

contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

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

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

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

#### **5. Recruitment:**

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

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

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

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



## **6. Personnel Actions:**

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

- a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

## **7. Training and Promotion:**

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

## **8. Unions:**

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

- a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

#### **9. Subcontracting:**

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

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

#### **10. Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

(1) The number of minority and non-minority group members and women employed in each classification on the project;

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

## **11. Affirmative Action Plan**

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

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

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

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

SEC. 2. SUBCONTRACTORS.

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

SEC. 3 EMPLOYEES.

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

SEC. 4. REPORTS.

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

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

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

#### SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

All contracts shall contain the following provisions verbatim:

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

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

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

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

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

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

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance the Labor Commissioner may request.

SEC. 7 INVESTIGATIONS, COMPLAINTS.

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

SEC. 8. Hearings.

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

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITITES.

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

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

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

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

Dated at Wethersfield, Connecticut this 19<sup>th</sup> day of November, 1971.

Signed by: Jack A. Fusari

Labor Commissioner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated in Hartford, Connecticut this 4<sup>th</sup> day of August 1999.

Signed by: John G. Rowland, Governor

Files this 4<sup>th</sup> day of August 1999  
Susan Bysiewicz, Secretary of the State



THOMAS J. MESKILL, GOVERNOR  
EXECUTIVE ORDER NO. SEVENTEEN

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

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

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

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

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

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

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

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

I

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

II

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

III

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

IV

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

V

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

VI

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

VII

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

VIII

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

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

Dated at Hartford, Connecticut, this 15<sup>th</sup> day of February, 1973.

Signed by: Thomas J. Meskill

Governor

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

**Audit and Inspection of Plants, Places of Business, and Records:** The District and the State and its agents, including, but not limited to, The Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

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

All requests for any audit or inspection will be made in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the STATE suspects fraud or other abuse, or in the event of an emergency, no obligation to provide any prior notice is required.

The Contractor shall keep and preserve or cause to be kept and preserved all of its records until three (3) years after the later of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State or the District may request an audit or inspection at any time during this period. If any claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all records until all claims or audit findings have been resolved.

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

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

## **INSURANCE TYPES AND THRESHOLDS**

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

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

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

### **A. COMMERCIAL GENERAL LIABILITY (as applicable)**

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

### **B. AUTOMOBILE LIABILITY**

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

### **C. WORKERS' COMPENSATION**

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

### **D. UMBRELLA LIABILITY**

In the event the contractor secures excess/umbrella liability insurance to meet the minimum requirements

specified and (if required) the Norwalk Transit District and the State of Connecticut must be named as Additional Insured.

**E. ERRORS AND OMISSIONS INSURANCE:**

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

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

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

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

## THE NORWALK TRANSIT DISTRICT CODE OF ETHICS/CONDUCT

### **Statement of Policy**

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

### **Acceptance of Gifts or Gratuities**

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

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

It is especially important that employees who are in any way involved in making or recommending procurement decisions, in writing specifications for Company purchases, or in reviewing the performance of Company suppliers or contractors, exercise special care to avoid even the appearance of a conflict of interest. This policy extends to the solicitation or acceptance of special treatment or personal discounts from an outside vendor, as well as specific items of monetary value.

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

### **Personal Conflict of Interest**

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

### **Organizational Conflicts of Interest.**

The Norwalk Transit District's code of conduct includes procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work. Engaging in practices that result in organizational conflicts of interest:

Occurrence. An organizational conflict of interest occurs when any of the following circumstances arise:

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

#### **Use of Public Facilities**

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

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

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

In addition, employees should not use Company telephones for personal toll calls (whether in-state or out-of-state). It is understood that on occasion, exceptions to this policy may be necessary -- for example, an employee needing to inform family members he or she will be working late. Employee who needs to use a Company telephone for a personal toll call under such special circumstances must inform their supervisor. No employee shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Company.

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

All employees are also required to comply with Sections 1-79 through 1-89 of the CGS entitled Code of Ethics for Public Officials and are additionally advised that certain political activities governed by the Federal Hatch Act and CT Statute 5-266a may also result in a conflict of interest for The Norwalk Transit District employees. For further detail regarding the cited references please see the Human Resource Department.

#### **Penalties**

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

**APPENDIX D**

**REQUIRED PROPOSAL FORMS**



**REQUIRED PROPOSAL/BID FORMS**

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

- Affirmative Action Policy Statement
- Affirmative Action Assignment of Responsibilities
- Affirmative Action Company Data Sheet
- Affidavit of Non-Collusion/Conflict of Interest
- Affidavit of Suspension and Debarment
- Title VI Contractor Assurance
- Responsibility Form
- Acknowledgement of Addenda

Signed:

\_\_\_\_\_  
Authorized Corporate Official

\_\_\_\_\_  
Date

Signed:

\_\_\_\_\_  
Authorized Corporate Official

\_\_\_\_\_  
Date

**THIS FORM IS A REQUIRED SUBMITTAL TO BE RETURNED WITH YOUR RESPONSE.**

**AFFIRMATIVE ACTION PLAN**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Area Code/Phone Number \_\_\_\_\_

Area Code/Fax Number \_\_\_\_\_

Contact Person \_\_\_\_\_

**AFFIRMATIVE ACTION POLICY STATEMENT**

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

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

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

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

In order to substantiate this firm's efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain internal EEO/affirmative action audit procedures and reporting, as record keeping systems.

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

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

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

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Date

**THIS FORM IS A REQUIRED SUBMITTAL TO BE RETURNED WITH YOUR RESPONSE.**

## **ASSIGNMENT OF RESPONSIBILITIES**

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

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

### **Equal Employment Opportunity Officer**

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

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

The EEO Officer's responsibilities shall include the following:

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

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

\_\_\_\_\_  
**EEO OFFICER SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CEO/PRESIDENT/OWNER SIGNATURE**

\_\_\_\_\_  
**DATE**

**THIS FORM IS A REQUIRED SUBMITTAL TO BE RETURNED WITH YOUR RESPONSE.**



**AFFIDAVIT OF NON-COLLUSION/CONFLICT OF INTEREST**

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

\*

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

Name

Relationships

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

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized by: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_, 20\_\_ .

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

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



## STATE OF CONNECTICUT REQUIRED AFFIDAVIT OF SUSPENSION AND DEBARMENT

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

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

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

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

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

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

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

- (1) The prospective subcontractors, sub-subcontractors participants certifies, by submission of it/their proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency; and

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

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

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized by: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

**THIS FORM IS A REQUIRED SUBMITTAL TO BE RETURNED WITH YOUR RESPONSE.**

## TITLE VI CONTRACTOR ASSURANCE REQUIRED BY THE STATE OF CONNECTICUT

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

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

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

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

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

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

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

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

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

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

Company Name \_\_\_\_\_

(if applicable, include d/b/a)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Area Code/Phone Number \_\_\_\_\_

Area code/Fax Number \_\_\_\_\_

Contact Person \_\_\_\_\_

**THIS FORM IS A REQUIRED SUBMITTAL TO BE RETURNED WITH YOUR RESPONSE.**

**Lobbying Restrictions**

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized  
Official

\_\_\_\_\_  
Date

**THIS FORM IS A REQUIRED SUBMITTAL TO BE RETURNED WITH YOUR RESPONSE.**

# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

4040-0013

Review Public Burden Disclosure Statement

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

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

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

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

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

## **RESPONSIBILITY QUESTIONNAIRE**

### ***PART I - INSTRUCTIONS***

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



***PART II - IDENTITY OF PROPOSER***

Company Full Legal Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Legal Address: \_\_\_\_\_

Legal Telephone Number: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Federal taxpayer identification number \_\_\_\_\_

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

\_\_\_ An individual or sole proprietorship

\_\_\_ A general partnership

\_\_\_ A limited partnership or LLP

\_\_\_ A joint venture consisting of: \_\_\_\_\_  
and \_\_\_\_\_

(List all joint ventures on a separate sheet if this space is inadequate.)

\_\_\_ A non-profit organization

\_\_\_\_\_ A corporation, or LLC organized or incorporated under the laws of the following state or country:  
\_\_\_\_\_ on the following date: \_\_\_\_\_.

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

Date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

President's name: \_\_\_\_\_

Vice-President's name: \_\_\_\_\_

Secretary's name: \_\_\_\_\_

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

Yes \_\_\_ No \_\_\_ If "NO", attach a certified copy

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

4. How many employees does this organization have? \_\_\_\_\_

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

Date of organization: \_\_\_\_\_

Name and address of all partners (state whether general or limited partnership)

Please attach additional pages as needed.

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

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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.

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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.

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

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

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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.

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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.

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13. The company needs to demonstrate that it has the financial capacity to carry out the project. This can be met by 1.) Providing a corporate financial statement for the most recent year or 2) a signed statement by the managing partner of the firm that the firm has a positive net worth and is not in default on any current obligations and has not filed for bankruptcy.

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14. If the financial statement or alternative statement in item 13 is not the firm, please explain the relationship between the organization for which item 13 was provided and the firm.

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

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

I certify that the attached financial statements for this Proposal 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.

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

YES            NO            If answer is "YES" explain below.

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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".

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

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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 Proposer or Proposer's employees or agents possess. If none, state "None".

<u>License or Permit or Certification</u>	<u>Name of Holder</u>	<u>Issuing State or Entity</u>

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

<u>Type of Insurance</u>	<u>Name of Insuring Co.</u>	<u>Limit of coverage</u>

c. Have any of the Proposer's officers, partners, owners, managers or employees had any project related licenses, permits or certifications revoked or suspended in the past three years.

YES                      NO                      If answer is "YES" explain below.

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

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**PART IV - VERIFICATION AND ACKNOWLEDGMENT**

**STATE OF**

\_\_\_\_\_ )

) **ss.:**

**COUNTY OF** \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared,

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

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

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

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

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(Notary Public)

**THIS FORM IS A REQUIRED SUBMITTAL TO BE RETURNED WITH YOUR RESPONSE.**

**ACKNOWLEDGMENT OF ADDENDA**

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

Addendum number \_\_\_\_\_ dated \_\_\_\_\_.

Addendum number \_\_\_\_\_ dated \_\_\_\_\_.

Addendum number \_\_\_\_\_ dated \_\_\_\_\_.

Addendum number \_\_\_\_\_ dated \_\_\_\_\_.

Addendum number \_\_\_\_\_ dated \_\_\_\_\_.

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**THIS FORM IS A REQUIRED SUBMITTAL TO BE RETURNED WITH YOUR RESPONSE.**



**PRICING FORM**

This will be a firm fixed price annual contract. Include the dollar amount of your proposed compensation for this engagement. The fee will be paid on completion and acceptance of the finalized audit. The following cost proposal is offered for the Annual Audit of the Norwalk Transit District’s Financial Statements as per the Technical Specification issued December 17, 2019 by the Norwalk Transit District and all subsequent addenda to those specifications.

**Total Price year ending June 30, 2020:** \_\_\_\_\_

**Total Price year ending June 30, 2021:** \_\_\_\_\_

**Total Price year ending June 30, 2022:** \_\_\_\_\_

**Total Price year ending June 30, 2023:** \_\_\_\_\_

**Total Price year ending June 30, 2024:** \_\_\_\_\_

This cost proposal includes all items of labor, material, and other costs necessary to fully complete the Annual Audit of the Norwalk Transit District’s Financial Statements pursuant to said specifications.

**Hourly Rates for Additional Professional Services**

	<u>6/30/20</u>	<u>6/30/21</u>	<u>6/30/22</u>	<u>6/30/23</u>	<u>6/30/24</u>
<b>Partners</b>	_____	_____	_____	_____	_____
<b>Managers</b>	_____	_____	_____	_____	_____
<b>Staff</b>	_____	_____	_____	_____	_____
<b>Other (Specify)</b>	_____	_____	_____	_____	_____
<b>Other (Specify)</b>	_____	_____	_____	_____	_____
<b>Other (Specify)</b>	_____	_____	_____	_____	_____
<b>Other (Specify)</b>	_____	_____	_____	_____	_____
<b>Other (Specify)</b>	_____	_____	_____	_____	_____

This proposal will remain in effect for 45 days from the January 17, 2020 proposal opening date.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

**APPENDIX E**

**PROTEST PROCEDURES**

## PROTEST POLICY AND PROCEDURES

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

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

### APPLICABILITY

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

### DEFINITIONS

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

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

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

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

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

1. A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by **NORWALK TRANSIT DISTRICT** requesting bids from vendors or other interested parties.
2. A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
3. A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or **NORWALK TRANSIT DISTRICT** policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

### STANDARDS

All Protests must be filed in writing to:

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

No other locations are acceptable.

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

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

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

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

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

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

**Federal Transit Administration**  
Regional Administrator Region I  
Transportation Systems Center  
Kendall Square  
55 Broadway, Suite 920  
Cambridge, MA 02141-1093  
Phone: 617-494-2055  
Fax: 212-668-2136

#### **NTD RESPONSIBILITIES TO FTA**

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

NTD will provide the following information to FTA:

- Subjects:**                    **A list of Protests involving third party contracts and potential third party contracts that:**
- ✓ Have a value exceeding \$100,000, or
  - ✓ Involve controversial matter, irrespective of amount, or
  - ✓ Involve a highly publicized matter, irrespective of amount.

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

- When and Where:** **NTD will provide this information:**
- ✓ In its next quarterly Milestone Progress Report, and
  - ✓ At its next Project Management Oversight review, if any.

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

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

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

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