



**REQUEST FOR PROPOSAL
NTD RFP #2020-01**

**TRANSIT ADVERTISING SERVICES
NORWALK TRANSIT DISTRICT
NORWALK, CT**

January 28, 2020



NOTICE

NORWALK TRANSIT DISTRICT REQUEST FOR PROPOSALS NTD RFP #2020-01 TRANSIT ADVERTISING SERVICES

The Norwalk Transit District (The District), Norwalk, Connecticut is seeking a firm or firms to manage the sale and placement of transit advertising on District owned vehicles. Interested firms may download the RFP document from the District's website at <http://www.norwalktransit.com> > Procurement, the State of Connecticut Department of Administrative Services Contracting Portal at http://www.biznet.ct.gov/SCP_Search, or by contacting Lori Hammill, Chief Logistics Officer at 203-299-5162, or email: lhammill@norwalktransit.com.

Proposals shall be submitted to Lori Hammill, Chief Logistics Officer, Norwalk Transit District, 275 Wilson Avenue, Norwalk, CT 06854, on or before **2:30 p.m. on Friday, February 21, 2020**. Proposals received after the deadline will not be considered and will be returned to the Proposer unopened. Any changes, or any requests for changes in the specifications, will not be recognized after sealed proposals are submitted to the District.

Any contract resulting from this request for proposals is subject to a financial assistance contract between the District and the Connecticut Department of Transportation. All Proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

The District hereby notifies all Proposers that in regard to any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

The District reserves the right to reject any and all proposals as submitted in response to this Request for Proposals, and to waive informalities and irregularities, as it deems in its best interest.

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SECTION I - GENERAL INFORMATION

1. INTRODUCTION

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

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

Most District services are directly operated, except for some supplemental para-transit service contracted out to local non-profit agencies. The population of all communities served throughout Fairfield County is in excess of 900,000. The primary service area of Norwalk and Westport has a population of 117,000.

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

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

Norwalk has five Commuter Connection Shuttle routes which meet Metro-North Railroad trains at the South Norwalk Rail Station.

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

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

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

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

in Westport.

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

The District is soliciting proposals through this Request for Proposals ("RFP") from an advertising sales firm to administer and carry out the day-to-day functions associated with interior and exterior transit advertising. The vendor selected to manage the sales and placement of advertising on District owned vehicles must demonstrate its ability to manage all tasks related to the implementation of this project. These tasks include: all client sales contacts, verification of vehicle dimensions, production, printing and plotting services, posting and removing signs/vinyl on District vehicles, billing, collecting revenues from clients, and other necessary or customary business practices. Prospective proposers are advised that advertisements for alcoholic beverages, liquor, tobacco, the depiction of the use of firearms, and websites which have adult content are not accepted by the District.

The specifics of the services, and other documents relevant to this RFP, are set forth in the Scope of Services and in the Exhibits attached hereto and made a part hereof.

2. SUBMISSION OF PROPOSALS

Four (4) identical hard copies (with one identified as the original) and one (1) electronic copy of the Proposal shall be enclosed in a sealed envelope and clearly marked "**PROPOSAL: TRANSIT ADVERTISING SERVICES**" on the front thereon. The Respondent's complete return address must be included on the envelope. Contractors shall submit their Proposal prior to **2:30 p.m. on Friday, February 21, 2020** to:

Lori Hammill, Chief Logistics Officer
Norwalk Transit District
275 Wilson Avenue
Norwalk, Connecticut 06854
PHONE (203) 299-5162

Proposals shall be prepared as described in Section III of this RFP.

Late submissions will not be accepted. It is the responsibility of the Proposer to ensure that its Proposal is delivered to the District by the date and time referred to hereinabove. Delivery by facsimile or any other electronic means will not be accepted.

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

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

3. PROPOSAL INQUIRIES

Communication by any Proposer with any agent or employee of the District on the subject of this RFP, or the pending process may result in the Proposer being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted in writing to Lori Hammill on or before **noon on Thursday, February 6, 2020**. Any correction or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document.

4. COMMENCEMENT OF SERVICES

It is the intent of the District to execute an agreement with the Successful Proposer. The agreement between the District and the Successful Proposer shall be for a three (3) year period commencing upon April 1, 2020. Two one-year options may be exercised, singularly, or in multiple years, at the sole discretion of the District.

5. QUALIFICATION OF PROPOSERS

Prospective Proposers must meet the following minimum qualifications to be considered for selection. All Proposers to this RFP shall have at least five (5) years' experience in the transit advertising sales business.

6. FEDERAL GRANT REQUIREMENTS

Exhibit - A, attached hereto and made a part hereof sets forth federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants. Its provisions are hereby included herein as an integral part of this RFP.

7. STATE GRANT REQUIREMENTS

Exhibit - B, attached hereto and made a part hereof sets forth state requirements placed upon vendors who are participating in a project funded in whole or in part with state grants. Its provisions are hereby included herein as an integral part of this RFP.

8. SPECIAL PROVISION

It is the policy of the District that Small Contractor and Small Contractor Minority Business Enterprises ("SBE and MBE") be afforded the maximum opportunity to participate in the performance of all contracts let by the District in accordance with Section 4a-60g of the Connecticut General Statutes as revised. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from SBE and/or MBEs allocated to the Services.

For the purpose of this "Special Provision", the SBE/MBE named to satisfy this requirement must be certified by the Department of Administrative Services of the State of Connecticut s (www.das.state.ct.us) as an SBE/MBE as defined by Section 4a-60g of the Connecticut General Statutes as revised.

Proposers will submit a statement indicating its own SBE/MBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will let to comply with the District's SBE/MBE overall goal of 25%.

If the Contractor is unable to achieve the specified contract goals for the Special Provision, the Contractor must submit written documentation to the District indicating his/her good faith efforts to satisfy goal requirements.

9. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the District that disadvantaged business enterprises ("DBE's"), be afforded the maximum opportunity to participate in the performance of all contracts let by the District in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services.

The term "disadvantaged business enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity.

Proposers will submit a statement indicating its own DBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will let to comply with the District's DBE goal of 6.1%.

If the Proposer is unable to achieve the specified contract goals, the Proposer must submit written documentation to the District indicating his/her good faith efforts to satisfy goal requirements.

The District is a part of the State of Connecticut Department of Transportation Unified Certification Program ("UCP") and any contractor and/or sub-contractor and/or vendor utilized to meet the DBE Participation requirements must be certified through that UCP. A list of Conn DOT Certified DBE vendors can be found at: www.biznet.ct.gov/dot_dbe/dbesearch.aspx. Upon request, the District will provide information related to the state certification process.

10. SUBCONTRACTING

If subcontractors are necessary to complete any functions of this requirement, the Proposer must list the names and business locations of any proposed subcontractors, with their submitted Proposal Form. The District reserves the right to review and approve any subcontractors proposed by the Respondent. Any approval of the subcontractor shall not be construed as making the District party of such contract, giving the subcontractor privities of contract with the District, or subjecting the District to liability of any kind to any subcontractor.

11. PROCUREMENT AND APPEALS PROCESS

The District's procurement procedures and appeals process are contained in Exhibit – C attached hereto and made a part hereof.

12. FUNDING

Any contract resulting from this request for proposals is subject in part to a financial assistance contract between the District and Connecticut Department of Transportation. Furthermore, the vehicles that are operated by the district are purchased with funding from the Federal Transit Administration. All firms will be required to certify that they are not on the General Services Administration's list of Excluded Party Proposers. Further, the Proposer will be required to comply with all applicable equal employment opportunity laws and regulations.

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

13. VALIDITY OF PROPOSALS

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

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

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

14. ADDENDA AND PROPOSAL REJECTION

The District reserves the right to issue addenda to this RFP as a result of inquiries received, or to make adjustments to its project schedule if it is deemed in the District's best interest to do so. It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated contact person prior to entering a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposal.

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

15. PROPOSAL WITHDRAWAL

The Proposer's authorized representative may, prior to the date and times set as the deadline for receipt of proposals, modify or withdraw a proposal in person or by written or facsimile notice to the official listed in this document. If a proposal is modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written or facsimile notices shall be received at the District's offices, 275 Wilson Avenue, Norwalk, CT 06854 no later than the date scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposal may not be withdrawn for ninety (90) calendar days.

16. EXCEPTIONS TO RFP

All exceptions taken by Proposer must be specific. Proposer must clearly indicate what alternative is being offered to allow the District a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Proposer from submitting the Minimum Requirements as stated in the RFP. The District is under no obligation to accept any proposed exceptions or alternatives.

17. RESERVATION OF DISTRICT'S RIGHTS

The District reserves all rights regarding the RFP, including, without limitation, the right to:

- a. Amend, delay or cancel the RFP without liability if District finds it is in the best interest of the District to do so;
- b. Reject any or all Proposals received upon finding that it is in the best interest of the District to do so;
- c. Waive any minor informality or non-conformance with the provisions or procedures of the RFP, and seek clarification of any Proposal, if required;
- d. Reject any Proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- e. Negotiate a Statement of Work based on the Scope of Work described in this RFP and to negotiate separately in any manner necessary to serve the best interest of the public;
- f. Amend any Contracts that are a result of the RFP.

Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a Proposal from a Proposer that has a level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Due to the technical nature of some of these tasks, the Proposer with the lowest Price Proposal may not necessarily be awarded a Contract. The District reserves the sole right to determine the best Proposal.

18. INSURANCE REQUIREMENTS

Contractor shall obtain and maintain throughout the term of this Contract (or such longer period as may be specified below, if any) the following insurance:

Commercial General Liability

Commercial General Liability Insurance, including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death or property damage, to be on the so-called "occurrence" form with a combined limit of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, and to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; (4) blanket contractual liability for all insured contracts; and (5) contractual liability covering the indemnities in this Contract.

Workers' Compensation Insurance

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

Business Automobile Insurance

Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles, providing for the following minimum liability limits: One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where the 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).

Professional Liability Insurance

If the Contractor or any of its subcontractors are providing design, architectural or engineering services with respect to this Contract, the Contractor and such subcontractors shall carry Professional Liability Insurance Policy in an annual aggregate amount not less than Two Million Dollars (\$2,000,000), which coverage shall be maintained in force for a period of not less than three (3) years after the completion of the work under this Contract.

Certificate of Insurance

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc.. Prior to commencing any work under this Contract and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any subcontractor to perform any of its obligations under this Contract, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional insured (except the workers compensation insurance). For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated on the

certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. All insurance policies provided for above shall contain clauses or endorsements to the effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

Such insurance shall protect the District against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of any project equipment for the purposes of the program covered by this Contract and for any other purpose. No project equipment shall be delivered to the Contractor, or operated by the Contractor until the Contractor has delivered the certificate(s) of insurance required hereunder. Prior to the annual renewal of a motor vehicle registration, the Contractor shall submit to the District a certificate of insurance for the project equipment. This Section shall not prevent the District from contracting for such required insurance coverage at any time, and in such event the Contractor shall pay the District for all costs of such insurance.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, penalties, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of, related to, in connection with or resulting from, or alleged to arise out of or arise from, Contractor's negligence, performance, breach or failure to perform under the Contract or the violation of any applicable law or regulation, and whether done directly, or by or through Contractor's subcontractors or anyone directly or indirectly employed by Contractor or by Contractor's subcontractors or anyone for whose acts any of them may be responsible or liable and whether or not such claim, damage, demand, loss, expense, fine, penalty, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. This indemnity shall be effective regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties (but the indemnity shall not cover liability to the extent resulting from gross negligence or willful misconduct of the Indemnified Party). Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

The Contractor shall further assume all liability for loss by reason of neglect or violations of federal, state or local laws, ordinances or regulations, and shall do and perform all work necessary to conform to such laws, ordinances and regulations.

19. PERFORMANCE BOND

At the discretion of the District, the proposer may be asked to provide a Performance Bond, satisfactory to the District, equivalent in amount to twenty-five percent (25%) of the negotiated annual minimum guaranteed revenue to the District. The surety company providing the bond shall be licensed to do so in the State of Connecticut.

20. ATTACHED EXHIBITS

The following exhibits are included in this RFP package:

A. Federally Required Contract Clauses

B. State of Connecticut Grant Requirements and Required Certifications

C. District Procurement Procedures and Appeals Process

D. Vehicle Inventory

E. General Information Form

F. Required Certifications

- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of Restrictions on Lobbying
- Certificate of DBE Participation
- Certificate of Eligible Proposers

G. Cost Proposal Form

H. Contract

SECTION II - TECHNICAL

1. BACKGROUND AND OVERVIEW

The Norwalk Transit District (the “District”) is a quasi-municipal corporation operating under the authority of Section 7-273b of Chapter 103a of the Connecticut General Statutes. There are two (2) Commissioners who form the Board of Directors, the policy making body of the District. The District has broad powers to acquire, operate, finance, plan, develop, maintain and otherwise provide all forms of land transportation and related services. The District is eligible and authorized under state and local law to request, receive, and manage grant funds and to execute and administer grant-funded projects.

Most District services are directly operated, except for some supplemental para-transit service contracted out to local non-profit agencies. The population of all communities served throughout Fairfield County is in excess of 900,000. The primary service area of Norwalk and Westport has a population of 117,000.

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

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

Norwalk has five Commuter Connection Shuttle routes which meet Metro-North Railroad trains at the South Norwalk Rail Station.

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

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

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

in Westport.

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

The District's last 5 years of revenue generated from transit advertising on and in the vehicles is as follows:

Advertising Revenue Summary

	FY 20**	FY 19	FY 18	FY 17	FY 16
Vehicle	1,881.00	47,983.25	16,700.00	5,278.27	13,542.00

**** Represents 4 months: 7/1/19 to 11/30/19**

2. PROJECT SCOPE

The District is soliciting written proposals from interested firms to act as the exclusive agent for the sale of transit advertising in and on its fleet of vehicles. The District proposes to grant to a responsible and qualified proposer the right and privilege to place approved advertising material of the type indicated in this RFP on the inside and outside of the District's vehicles. The successful proposer shall have the right and responsibility for soliciting contracts for transit advertising on the District vehicles and for producing, placing, and maintaining materials, servicing all transit advertising contracts, collecting of all accounts receivable, and generally do and perform all other services and activities required to maintain a reasonable and satisfactory amount of paid advertising on District's vehicles at all times.

The successful proposer will be the District's exclusive agent for the sale of advertising on and in the vehicles.

The successful proposer will pay the District a percentage of its gross operating revenue.

The successful proposer shall be an independent contractor and not an employee or agent of the District.

A. OPERATING REQUIREMENTS

The successful proposer, at its own expense, will be responsible for posting advertising signs, removing outdated signs and any signs rejected by the District. The District reserves the right to reject any advertising it finds to be offensive, objectionable or in poor taste.

Installation and ongoing maintenance of signs and other necessary activities of the successful proposer must not interfere with the District's operations. Access to vehicles will be provided only at times consistent with the operational hours of the District. Vehicles will not be removed from day to day service for the purpose of installing or removing advertising signs.

The successful proposer shall store its own equipment and materials. Installation of all advertising material is to take place at the District facility.

The District reserves the right to determine the size, type, location and method of attachment of all exterior and interior advertisements.

Development and production of all advertising shall be done by the successful proposer at the proposer's sole expense.

The successful proposer shall observe and obey all applicable laws, rules and regulations that may exist over time. Rules and regulations include those promulgated by the District.

The successful proposer will be required to produce advertising sales brochures and a media kit with the approval of the District.

B. METHODS OF POSTING ADVERTISEMENTS

The District operates 17 thirty-five-foot fixed route buses, 15 thirty-foot commuter buses, 3 forty-foot coastal link buses and 36 twelve (12) passenger body on chassis light duty transit buses equipped with handicap accessible lifts. These light duty transit buses are not equipped with advertising frames inside the vehicles. The successful proposer will have access to the District fleet inventory, which is composed of 13 like models, to measure, confirm and retain dimensions. A fleet inventory is provided in Exhibit D.

The District is open to the following methods to display signs:

- full or partial wraps and,
- direct application of vinyl signs.

No layering of advertisements shall be permitted. This means that the previous display must be removed before application of a new display.

The successful proposer will be responsible for any paint damage on vehicles when wraps or directly applied signs are installed or removed. The proposer shall be responsible for the cost of restoring the exterior and interior surfaces of the vehicles to their condition prior to installation of advertisement. The adhesive used to apply the vinyl type advertisements shall not cause damage to the District's property.

If the District determines, at its sole discretion, that damage has occurred, and has been caused by the proposer's activities under the Contract, the proposer shall be notified in writing. The District shall determine, at its sole discretion, the extent of repair needed to restore the damaged area(s) to their original condition. The District will invoice the proposer for the full dollar cost of the repair of any damage to the District vehicles resulting from application or removal of vinyl, or any other project activities (plus a 25% administrative overhead charge). Such invoice shall be paid to the District by the

proposer within 30 days after receipt by the Proposer. Failure to timely reimburse the District for the damage to the District's vehicles may result in termination of the Contract. The designs for illustrated/wrapped vehicles shall be such that they minimize the amount of window space covered by the promotional message. The vehicle number shall be displayed at the following locations on a covered vehicle: front, rear and both sides.

The District uses standard automatic wash equipment for cleaning the vehicles. The District or their contractors will not be responsible for damage done to advertising as a result of cleaning vehicles.

C. PUBLIC, CHARITABLE, OR EDUCATIONAL ADVERTISEMENTS

The successful proposer shall display in spaces not in use for commercial advertising, public, charitable, or educational advertisements deemed by the District to be proper for the purpose of avoiding unfilled spaces and for promotion of public good will. Such non-commercial advertising shall be charged at customary reduced rates. Contracts between the successful proposer and public, charitable, or educational advertising clients must be executed and processed in the same manner as for-profit advertising clients. The District reserves the right to offer ad space to certain public, charitable or educational entities free of charge. Such clients are responsible for the production costs for said signs.

D. DISTRICT ADVERTISING

The District reserves the right to use, without charge, unsold available advertising space for the promotion of its transit services. The successful proposer shall place and remove the District advertisements without charge. The District will be responsible for the production costs of any advertising signs for its direct benefit.

E. TRADE FOR ADVERTISING

The District must give prior approval to the successful Proposer for any trades of advertising space for media time or space (newspaper, billboard, radio or television). It must be guaranteed that any trade time negotiated will not pre-empt paid advertising contracted by said media. Certified logs are required to verify the placements made of advertisements. The District may cancel the provisions of this paragraph at any time, except for previously approved contracts.

F. CHARACTER AND PROPRIETY OF ADVERTISEMENTS

Prospective proposers are advised that all advertisements shall be of a reputable character, shall conform to recognized business standards, and shall not conflict with the laws of the United State, Connecticut, or political subdivisions thereof.

The District reserves the right to approve all advertising, exhibit material, or announcements and their manner of presentation.

The successful Proposer shall immediately remove any advertisements, at the successful Proposer's sole cost and expense upon written demand of the District, that do not comply with the guidelines established in this RFP. In the event that such matter is not removed within twenty-four hours of receipt of the written demand, the District or its authorized representative may remove said material or display and the successful Proposer shall pay any costs incurred by such action. The District or its authorized

representative shall not in any way be held responsible or liable for any damage to the materials so removed.

Proposers are specifically advised and hereby notified that the graphics, artwork, and copy of the advertisements are expected to be of high quality and of good taste. The District will have sole and unquestioned authority to determine what constitutes “high quality and good taste”.

Guidelines for Advertising Content

Obscene, pornographic, immoral, vulgar, disreputable or other advertisements that may be offensive to the public, according to local community standards, shall not be accepted. For purposes of these Guidelines, the terms “obscene” and “nudity” shall have the meanings contained in the Connecticut General Statutes.¹

Advertisements of a sexually explicit nature or advertisements which advertise shows, movies, pictures, books or other materials, exhibitions, or performances of a sexually explicit nature shall not be displayed.

The successful Proposer shall not display advertisements which are contrary to the best interest of the transit system or which may result in public criticism of the transit system.

Advertising that is false, misleading or deceptive shall not be displayed.

Advertising that is negative, clearly defamatory, scornful of a particular individual/entity, group of persons, or a country, state, municipality or other political subdivision of a country or a state, on the basis of race, color, religion, national origin, ancestry, gender, age, disability, ethnicity or sexual orientation shall not be displayed.

Advertising for tobacco products is expressly prohibited by the State of Connecticut and shall not be displayed.

Advertising that contains profanity shall not be displayed.

Advertising for alcohol products shall not be displayed.

Advertising that contains an image or depiction of a firearm shall not be displayed.

¹State of Connecticut General Statutes defines “Obscene” as follows: “ Any material or performance is “obscene” if, (A) taken as a whole, it predominantly appeals to the prurient interest, (B) it depicts or describes in a patently offensive way a prohibited sexual act, and (C) taken as a whole, it lacks serious literary, artistic, educational, political or scientific value. Predominant appeal shall be judged with reference to ordinary adults unless it appears from the character of the material or performance or the circumstances of its dissemination to be designed for some other specially susceptible audience. Whether a material or performance is obscene shall be judged by ordinary adults applying contemporary community standards. In applying contemporary community standards, the state of Connecticut is deemed to be the community” Section 53a-103.

Advertising that contains an image or depiction, or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition or disfigurement, or (2) the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm to a person or animal.

Political advertising may be accepted on a prepaid, cash only basis, and shall be permitted on a first-come, first-serve basis. However, advertising shall not be accepted by or on behalf of any candidate for political office, or relating to a specific ballot question, initiative petition or referendum.

Advertisements, or any material thereon, which promote or encourage, or appear to promote or encourage, the use, possession or distribution of unlawful or illegal goods or services, including, but not limited to, the image or depiction of such goods or services shall not be displayed.

Advertisements, or any material thereon, which promote or encourage, or appear to promote or encourage, unlawful or illegal behavior or activities shall not be displayed.

Advertising that is libelous or an infringement of a copyright or patent, or is otherwise unlawful or illegal or likely to subject the District, the state of Connecticut and/or the United States of America to litigation shall not be displayed.

Advertising that promotes or encourages or appears to promote or encourage, a transaction related to, or uses, brand names, trademarks, slogans or other materials which are identifiable with, films rated "X" or "NC-17," adult book stores, adult video stores, nude dance clubs or other adult entertainment establishments, adult telephone services, adult internet sites or escort services shall not be displayed.

Advertising which contains material that describes, depicts or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interests of an average adult, applying contemporary community standards or would find appeals to the prurient interest of minors or adults in sex shall not be displayed.

Advertising for which the message or sponsorship of the advertisement cannot reasonably be determined without reference to a website or telephone number that is listed in the advertisement and that website prominently contains, or that telephone number directs callers to, material that violates any of the above guidelines for advertising content shall not be displayed.

The District also expressly reserves the sole right to refuse any advertisement that may be construed to reflect its support for a particular product, service, idea, political viewpoint, or point of view.

All advertising shall be printed and displayed in a **neat and workman-like manner**. The successful proposer shall maintain all displayed advertising so as to insure its neat appearance, and promptly remove all advertising that is worn or otherwise unsightly in appearance. The District reserves the right to require the successful Proposer to promptly remove, at the Proposer's own expense, any advertising which, in the opinion of the District, is unsightly in appearance. The successful Proposer further agrees to

remove dated advertising no later than ten (10) days following the final date of an advertised event, offer or advertising client's contract expiration.

G. REVENUE/PAYMENT

A revenue proposal form is included as part of this RFP (Exhibit G). Proposers shall submit these forms as their official revenue proposal.

The successful proposer will pay the District a percentage of the annual contracted income for the sale of advertising space or the minimum annual guarantee fee, whichever is greater. Annual contracted income is defined as the amount contracted for the advertising space less advertising agency and/or brokerage commissions (other than the successful Proposer's staff), fees and production charges.

The successful proposer shall pay the District the minimum guarantee payment on a monthly basis. The payment shall be made by the 15th of each month that the contract is in effect.

In the event that the District's contractual share (percentage of the annual contracted income) of this revenue exceeds the minimum annual guarantee for the contract year; the extra income shall be paid to the District within ten (10) days of the end of each contract year.

H. MONTHLY REPORTING

The successful proposer is required to remit the monthly minimum guarantee by the 15th of each month that the contract is in effect. Monthly revenue information must be accompanied by a report to the District that includes but is not limited to:

1. All contracts in effect
2. Billings for the month by vendor
3. New contracts signed
4. Contract expiration dates
5. Fees paid to outside agencies
6. Vehicle number where advertising signs are posted

The monthly payment and report to the District is to be mailed to:
Norwalk Transit District
Attn: Matt Pentz, Chief Financial Officer
275 Wilson Avenue
Norwalk, CT 06854

The successful proposer shall furnish the District with copies of all signed contracts, pricing schedules and correspondence (including changes in prices, lengths of contracts and cancellation notices) upon request.

I. RECORD KEEPING

The successful proposer shall keep full, complete, true and active records of its operations and will permit the District to inspect/audit all records and financial data involved in the operation of the transit advertising program to determine compliance with all standard rules and regulations during the regular business hours maintained by the successful proposer, and at such other times upon one (1) day's written notice. If a

material financial breach is determined to exist, this is grounds to terminate the contract at the sole discretion of the District. The District's litigation and collection expenses related to this contract are the responsibility of the proposer.

Upon the District's request, the proposer shall submit to the District various annual financial reports and projections intended to completely inform the District's Chief Financial Officer of the proposer's project activities.

The successful proposer shall maintain all required records for three (3) years after final payment by the successful proposer to the District under the terms of the operating contract. However, if any audit, claim, or litigation is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

SECTION III - RESPONSE CRITERIA

1. SUBMISSION REQUIREMENTS

All information shall be provided according to the following instructions in order to be considered a responsive Proposal.

Four (4) identical hard copies (with one identified as the original) and one (1) electronic copy of the Proposal shall be enclosed in a sealed envelope and clearly marked "**PROPOSAL: TRANSIT ADVERTISING SERVICES**" on the front thereon. The Respondent's complete return address must be included on the envelope.

The proposal must include a cover letter, a table of contents and a plan to carry out the Scope of Services Specifications outlined in this RFP.

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. Appendices should provide information relevant to the proposal and not consist of Proposer's general marketing materials. The Proposal is limited to 20 - 8 ½ X 11 sheets or 40 pages of double-sided prints. Font size 12 points. Required certifications and appendices are not considered part of the page limit.

Proposers shall provide a proposal which includes the required elements, both in content and sequence as set forth in this section. Proposal Forms must be completed and signed. All required certifications must be completed, signed and submitted with each Proposal.

2. GENERAL INFORMATION FORM

The Proposer must provide a completed and signed General Information Form as shown in Exhibit E.

3. COVER LETTER

Each Proposer shall submit a maximum two-page letter including the name and address of the organization submitting the proposal; a brief description of the Proposer's organization including whether the organization is an individual, partnership, corporation or joint venture

4. EXPERIENCE/QUALIFICATIONS

The Proposal must include a statement regarding the experience and performance of the Proposer in the sale of commercial advertisement. The Proposer must have a minimum of five years of experience in the transit advertising sales business and demonstrate it has the ability to fulfill the obligations of this contract.

The Proposer must provide affiliations with sales or advertising associations, or national sales representatives.

Financial statements, including the most recent three (3) years of audited financial reports (if publicly held corporation) or information similar to that contained in an annual report (if privately held corporation) must be submitted as part of the Proposal.

The Proposer must identify subcontractors (if any) by name, address, contact person, telephone number and project function.

The Proposer must provide, for each of the company principals involved with the contract, inclusive of the lead individuals for the District sales force, a detailed resume, indicating, at a minimum, the individual's name, which position the individual would be assigned to, years of relevant experience, and specific relevant experience.

The proposal must include information that includes whether or not the Proposer within the past seven years has failed to complete a contract for any reason or had any contract terminated before its original expiration date, the Proposer must provide a list of all such contracts and an explanation for the non-completion or early termination.

5. ADVERTISEMENT PLAN

For the Advertisement Plan, the Proposer must provide a comprehensive, detailed program describing the methodology to be used to accomplish this project as stated in the Scope of Work section. Proposers must adequately incorporate and address all of the requirements of the RFP. The Proposer must demonstrate it has the ability to successfully acquire national advertising contracts and to operate a sales program designed to produce maximum advertising income for the District.

6. REFERENCES

The proposal must also include a list of transit agencies to whom the Proposer has provided professional services similar in scope and complexity to that concerned with this RFP. The most recent reference should be listed first, then others in reverse chronological order. Include the name of the reference, contact person, title of contact person, telephone number, period of performance of service, area, population, and number and type of vehicles being operated.

The District reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process.

7. REQUIRED CERTIFICATIONS

The Proposer must submit the completed and signed certifications shown in Exhibit E. Failure to submit the certifications will result in the proposal not being evaluated.

8. COST PROPOSAL FORM

The compensation formula shall be based on a percentage of annual contracted income from the sale and placement of commercial or public service advertising space. The Proposer must also include the minimum amount of revenue that it will annually guarantee as payment to the District. A revenue proposal form is included as part of this RFP (Exhibit G). Proposers shall submit this form as their official revenue proposal.

9. MISCELLANEOUS INFORMATION

The Proposer is encouraged to submit other information which may be pertinent to the evaluation of its Proposal.

SECTION IV -PROPOSAL EVALUATION

1. EVALUATION PROCEDURES

An award will be made to the most responsible and responsive firm in accordance with the evaluation criteria for this RFP. All proposals received will be evaluated by an Evaluation Review Committee. Proposal evaluation is an assessment of both the Proposal and the Proposer's ability to successfully accomplish the required services.

The Evaluation Review Committee shall review each Proposal submitted and may invite some or all of the Proposers to submit additional material to support or clarify their proposals. The Evaluation Review Committee will take all information provided into consideration in making its recommendation to award a contract to the successful proposer in the best interests of the District. The District shall select the highest rated Proposal subject to negotiation of fair and reasonable compensation.

If determined necessary, the Evaluation Review Committee may invite top Proposers found to be within the competitive range or may be reasonably made to be within the competitive range for an interview. If interviews are conducted, the Evaluation Review Committee will be provided the opportunity to revise their original evaluation and score to accurately reflect any additional information that may have been obtained through the interview process.

The final score for each proposal will be obtained by summing the results from each section, with a perfect final score being 100 points.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understanding to any Contract requirements, said conditions, exceptions, reservations or understandings may be discussed during the interview or negotiation meetings. However, the District shall have the right to reject any and all conditions and/or exceptions and instruct the Proposer to amend its Proposal and remove said conditions and/or exceptions; and any Proposer failing to do so may cause the District to determine such Proposal to be outside the competitive range.

The Proposer with the highest-ranking Proposal may be contacted regarding any potential areas to be negotiated. If negotiations are determined not necessary, a contract will be awarded to that firm. If negotiations are conducted and not successful with the highest-ranking Proposer then negotiations may be conducted with the next highest ranking Proposer and so on down the line until negotiations are successful.

The District reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request to amend its proposal and to make its Best and Final Offer (BAFO). The District reserves the right to award on the basis of initial Proposal submitted without negotiations or discussions if such action is deemed to be in the best interest of the District.

2. QUALITY OF SERVICE (60 POINTS)

Proposer's ability to perform the service as stated in the RFP. All Proposals will be evaluated by the Evaluation Review Committee to determine if the requirements outlined in this RFP are met. The rating shall be based on the quality of the following items:

Advertising sales experience of firm and staff (30 points)

The experience and capability of the firm to undertake this contract with the maximum financial return to the District. Client references and proposer's history and financial stability will be considered. The sales experience of the assigned staff, especially with transit sales will also be strongly considered.

Advertising Sales Plan (25 points)

Detailed implementation plan; content and presentation of written materials; experience and results from previous marketing programs; Demonstrated ability to meet minimum guarantees/percentages to clients

DBE Participation (5 points)

The District's DBE goal is 6.1%.

3. MINIMUM ANNUAL PAYMENT (40 POINTS)

Proposals will be rated on the basis of the minimum annual guarantee payment and percent revenue. The Proposal asserting the highest annual payment will receive 40 points. All other proposals will receive between 1 to less than 40 points based on the numerical relation of their cost to the amount asserted in the Proposal having the highest cost amount. The formula is as follows:

Divide cost of relevant proposal by highest proposed cost.

Multiply result from above times 40 points to determine points to be awarded

EXHIBITS A, B, C, D, E, F, G, H

EXHIBIT A – FEDERAL CONTRACT CLAUSES

FEDERALLY REQUIRED CONTRACT CLAUSES

Fly America Requirements - The Proposer agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their Proposers are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Proposer shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Proposer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation - The Proposer 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.

Clean Water - (1) The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Proposers who apply or bid for an award of \$100,000 or more shall file the certification (**see page E4 of this RFP**) required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to

that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Proposer agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Proposer also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Proposer access to Proposer's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Proposer agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Proposer, access to the Proposer's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Proposer agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Proposer shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Proposer agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Proposer agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes - Proposer shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and the federal agency as they may be amended or promulgated from time to time during the term of this contract. Proposer's failure to so comply shall constitute a material breach of this contract.

Clean Air - (1) The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Recovered Materials - The Proposer agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

No Obligation by the Federal Government.

(1) The Purchaser and Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Proposer, or any other party (whether or not a party to that

contract) pertaining to any matter resulting from the underlying contract.

(2) The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub Proposer who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Proposer 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 Proposer 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 Proposer 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 Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer 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 sub Proposer who will be subject to the provisions.

Termination

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

b. Termination for Default. If the Proposer refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails

to complete the work within this time, or if the Proposer fails to comply with any other provisions of this contract, the District may terminate this contract for default. The District shall terminate by delivering to the Proposer a Notice of Termination specifying the nature of the default. In this event, the District may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Proposer and its sureties shall be liable for any damage to the Recipient resulting from the Proposer's refusal or failure to complete the work within specified time, whether or not the Proposer's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Proposer's right to proceed shall not be terminated nor the Proposer charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Proposer. Examples of such causes include: acts of God, acts of the Recipient, acts of another Proposer in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Proposer, within [10] days from the beginning of any delay, notifies the District in writing of the causes of delay. If in the judgment of the District, the delay is excusable, the time for completing the work shall be extended. The judgment of the District shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Proposer's right to proceed, it is determined that the Proposer was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the District.

Suspension and Debarment- This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by District. If it is later determined that the Proposer 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 Proposer or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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.

Civil Rights - The following requirements apply to the underlying contract:
(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(3) The Proposer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of District's Executive Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Proposer mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Proposer and the Proposer shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Proposer shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Proposer 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 (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District, or Proposer 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.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 6.1%. A separate contract goal has not been established for this procurement.

b. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Proposer 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 District deems appropriate. Each subcontract the Proposer signs with a subProposer must include the assurance in this paragraph (*see 49 CFR 26.13(b)*).

The successful Proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Proposer is required to pay its subProposers performing work related to this contract for satisfactory performance of that work no later than 30 days after the Proposer's receipt of payment for that work from the District. In addition, the Proposer may not hold retainage from its subProposers.

e. The Proposer must promptly notify District, whenever a DBE subProposer performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subProposer to perform at least the same amount of work. The Proposer may not terminate any DBE subProposer and perform that work through its own forces or those of an affiliate without prior written consent of District.

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 of the District's requests which would cause the District to be in violation of the FTA terms and conditions.

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.

**EXHIBIT B -
STATE REQUIREMENTS**

CONNECTICUT REQUIREMENTS

EXECUTIVE ORDERS

This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 promulgated April 17, 2006, concerning the utilization of environmentally and health-friendly cleaning and/or sanitizing products when practicable. Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to: http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf

Small Business Enterprises. In connection with the performance of this Agreement, the Consultant shall cooperate with the District in meeting its commitments and goals with regard to the maximum utilization of small business enterprises ("SBEs"), as defined in Section 4a-60 of the Connecticut General Statutes, and will use its best efforts to insure that SBEs shall have the maximum practicable opportunity to compete for any sub-contract work under this Agreement.

The District has agreed with the Connecticut Department of Transportation to include in the Agreement the Special Provisions Requirements of Section 46a-68j-30(9) of the Contract Compliance Regulations.

The Contractor agrees to ensure that small business enterprises as defined in Section 4a-60 of the Connecticut General Statutes have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with Section 4a-60 of the Connecticut General Statutes to ensure that small business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal 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 (the District) deems appropriate.

Non-Discrimination in Employment and Affirmative Action. In connection with the carrying out of the Project the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their pre-employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The provisions of Executive Order No. 11246 of September 21, 1965, as amended, and all rules, regulations and orders of the Federal government issued pursuant thereto are incorporated herein by reference and made a part hereof. The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-4) and all

requirements imposed by Title 49 C.F.R. part 21 and other pertinent directives of the federal government to the end that no person shall on the grounds of race, color, sex or national origin be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under the Project.

The District has agreed with the Connecticut Department of Transportation ("CTDOT") to include in this Agreement the following Sections from the Agreement between the District and CTDOT:

Section 32 Civil Rights. (b)(1) The Second Party (the "District and its Operator") agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

Section 33. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a.60 of the Connecticut General Statutes, (1) the Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and

permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

Non-Discrimination on the Basis of Disability. The Consultant shall insure that all fixed facility construction or alteration and all new equipment purchased to provide the Services comply with applicable regulations regarding Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance, set forth at Title 49, Code of Federal Regulations, Part 27, and any amendments thereto.

The Agreement shall be deemed to include the CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS including but not limited to Equal Employment Opportunity Responsibilities, Policy on SBEs, and Code of Ethics, incorporated herein by reference, and all requirements upon consultants and contractors of the "Second Party" (the "District") set forth in said PROVISIONS shall be deemed requirements upon the Consultant hereunder. In any event, the Consultant shall do nothing which would cause the District to be in violation of the requirements upon it, as the "Second Party" under said PROVISIONS.

STATE REQUIRED CERTIFICATIONS

All contract certifications required by the State of Connecticut must be included with the proposal. The instructions and affidavits forms are available at the State of Connecticut, Office of Policy and Management Internet site at:

<http://www.opm.state.ct.us>

- Gift Certification – Form 1
- Consulting Agreement Affidavit – Form 5

Check this site immediately before you submit your proposal in case of any recent changes to the State's contractual requirements for State contracts for goods and services with a value of \$50,000 or more. It is the responsibility of the proposer to ensure that any and all up-to-date contract certification forms are properly filled out and submitted with your proposal.

EXHIBIT C – Procurement and Appeals Process

NTD Procedures and Appeals Process

These appeal procedures cover pre-award, award, and post award phases of the procurement as described below.

The District reserves the right to postpone bid opening for its own convenience and to reject any or all bids and to waive any irregularities.

The District will establish a formal, complete record of the dispute resolution process. The Board of Directors of the District is the final decision maker for the District.

Any changes to specifications or scope of services will be made by written addendum.

1. Pre-Award

Proposers may make appointments with the Chief Executive Officer to discuss the scope of services. This, however, does not relieve Proposers from written, documented requests for changes or clarifications as described below.

Requests for clarification of or changes in the Scope of Services, and protest of any part of the Scope of Services must be received by the District in writing not less than 18 full days before the date of Response Date. Any request for a change in the Scope of Services must be fully supported with pertinent information.

The District's replies to requests under the above paragraph will be postmarked at least 10 full days before the Response Date. The District in its reply will respond specifically to each material issue raised in the protest.

2. Award

Each Proposer will be notified by first class mail of the decision of the District as to the selection of a security firm under this procurement. Included in that notification will be a proposed effective date of engagement which will be no less than 15 days following the date of notification of award.

Any Proposer may protest the proposed award of contract in writing submitted to the Executive Director of the District no later than 5 days prior to the proposed effective date of engagement. Any such award protest must be fully supported with pertinent information as evidence that the accepted technical proposal does not meet the RFP requirements or Scope of Services, or that the District violated its procurement procedures. Upon advice of counsel and the FTA, the District is not obligated to transmit any proprietary or pricing information transmitted to the District in confidence under the provisions of this RFP. The Executive Director will attempt to resolve the issues raised by protesters prior to the effective date of engagement. If resolution is reached, the Executive Director will issue a decision in the matter and the procurement process will continue. If resolution is not reached, then the issue will be referred to the Board of Directors of the District for a determination and the award of engagement will be delayed until a decision is rendered by the Board. The Board's decision is the final District determination and will take effect not less than five working days therefrom to permit a protester to appeal the decision to the FTA. Should such appeal be taken, no award will be made until FTA has issued its ruling.

It is the policy of the District not to proceed with the award phase of any procurement if there is a pending protest.

3. Post-Award

Due to the extensive opportunity offered Proposers to protest the pre-award and award phases of the procurement process, post-award protests will only be accepted concerning the alleged failure of a successful Proposer or Proposer to deliver the procured services pursuant to the Scope of Services.

The District will respond to any such concerns in writing to any such protester. If the District cannot resolve any legitimate issue with its successful Proposer, then legal recourse would be pursued. Should the engagement be terminated as a result of such legal action, a re-bid of the procurement would take place.

4. Appeals to FTA

A protest may be filed at any time during the procurement process with FTA as set forth below. FTA, under the provisions of its Circular 4220.1B, will only review protests regarding the alleged failure of the District to have written protest procedures or alleged failure to follow such procedures. Any such appeal to FTA must be in writing and received by FTA not later than five government working days following a final decision rendered by the District or after the District has failed to render a final decision on the protest. Such protest shall be filed with FTA's Region I Office at 55 Broadway, Cambridge, MA 02142 with a copy to the District and must include: the name and address of the protestor; cite the District as the grantee, the number of the RFP; a statement of the grounds for protest and any supporting documentation; and include a copy of the local protest filed with the District and a copy of the District's decision, if any. In any protested bid, the District shall not award any contract until it verifies with FTA (after 5 days) that no bid protest has been received by FTA. The District will furnish FTA copies of all relevant documents pertaining to the bid.

Upon receipt of a notice that an appeal has been submitted to FTA, the District will immediately contact the appropriate FTA official to determine if the Response Date should be postponed. If the Response Date is postponed, the District will telegraph all Proposers or firms who have been furnished a copy of the RFP that an appeal has been filed and that the Response Date is postponed until FTA has issued its decision. Appropriate addenda will be issued rescheduling the Response Date.

Any appeal to FTA may be withdrawn at any time before FTA has issued its decision.

FTA's decision on any appeal will be final. No further appeals will be considered by FTA

EXHIBIT D – VEHICLE INVENTORY

Fleet #	Year	Make/Model	VIN#	Service Type
BUSES AND BODY-ON-CHASSIS VEHICLES				
167	2006	Gillig Low Floor	15GGB291161077147	Fixed-Route
168	2006	Gillig Low Floor	15GGB291361077148	Fixed-Route
169	2006	Gillig Low Floor	15GGB291561077149	Fixed-Route
170	2008	Gillig Low Floor	15GGB271581079456	Fixed-Route
171	2008	Gillig Low Floor	15GGB271781079457	Fixed-Route
172	2008	Gillig Low Floor	15GGB271981079458	Fixed-Route
173	2008	Gillig Low Floor	15GGB271081079459	Fixed-Route
174	2010	Gillig Low Floor	15GGB2717A1177555	Fixed-Route
175	2010	Gillig Low Floor	15GGB2719A1177556	Fixed-Route
176	2010	Gillig Low Floor	15GGD2718A1177557	Fixed-Route/CL
177	2014	New Flyer XD40	5FYD8FV00EC045838	Fixed-Route/CL
178	2014	New Flyer XD40	5FYD8FV09EC045837	Fixed-Route/CL
179	2019	Gillig Low Floor	15GGD2719K3192929	Fixed-Route
180	2019	Gillig Low Floor	15GGB2718K3193995	Fixed-Route
181	2019	Gillig Low Floor	15GGV271XK3193996	Fixed-Route
182	2019	Gillig Low Floor	15GGB2711K3193997	Fixed-Route
183	2019	Gillig Low Floor	15GGB2713K3193998	Fixed-Route
184	2019	Gillig Low Floor	15GGB2715K3193999	Fixed-Route
185	2019	Gillig Low Floor	15GGB2716K3194000	Fixed-Route
186	2019	Gillig Low Floor	15GGB2718K3194001	Fixed-Route
228	2008	Gillig Low Floor	15GGE271981091620	Shuttle
229	2008	Gillig Low Floor	15GGE271081091621	Shuttle
230	2010	Gillig Low Floor	15GGE2718A1091890	Fixed-Route
231	2015	Gillig Low Floor	15GGE2718F1092965	Shuttle
232	2015	Gillig Low Floor	15GGE271XF1092966	Shuttle
233	2015	Gillig Low Floor	15GGE2711F1092967	Shuttle
234	2015	Gillig Low Floor	15GGE2713F1092968	Shuttle
235	2015	Gillig Low Floor	15GGE2715F1092969	Shuttle
236	2015	Gillig Low Floor	15GGE2711F1092970	Shuttle
237	2015	Gillig Low Floor	15GGE2713F1092971	Shuttle
238	2015	Gillig Low Floor	15GGE2715F1092972	Shuttle
239	2015	Gillig Low Floor	15GGE2717F1092973	Shuttle
240	2015	Gillig Low Floor	15GGE2719F1092974	Shuttle
241	2015	Gillig Low Floor	15GGE2710F1092975	Shuttle
242	2015	Gillig Low Floor	15GGE2712F1092976	Shuttle
432	2014	Chevrolet Pegasus	1GB6G6BL2E1109050	Paratransit
433	2014	Chevrolet Pegasus	1GB6G6BL6E1107785	Paratransit

Fleet #	Year	Make/Model	VIN #	Service Type
434	2014	Chevrolet Pegasus	1GB6G6BL1E1108598	Paratransit
435	2014	Chevrolet Pegasus	1GB6G6BL0E1108141	Paratransit
436	2014	Chevrolet Pegasus	1GB6G5BL4E1107455	Paratransit
437	2014	Chevrolet Pegasus	1GB6G5BLXE1108478	Paratransit
438	2014	Chevrolet Pegasus	1GB6G5BLXE1110618	Paratransit
439	2014	Chevrolet Pegasus	1GB6G5BL5E1110168	Paratransit
440	2014	Chevrolet Pegasus	1GB6G5BL4E1111389	Paratransit
441	2014	Chevrolet Pegasus	1GB6G5BL8E1110388	Paratransit
442	2017	Ford E-450 Phoenix	1FDFE4FSXHDC66962	Paratransit
443	2017	Ford E-450 Phoenix	1FDFE4FS1HDC66963	Paratransit
444	2017	Ford E-450 Phoenix	1FDFE4FS3HDC66964	Paratransit
445	2017	Ford E-450 Phoenix	1FDFE4FS5HDC66965	Paratransit
450	2017	Ford E-450 Phoenix	1FDFE4FS2HDC66969	Paratransit
451	2017	Ford E-450 Phoenix	1FDFE4FS9HDC66970	Paratransit
452	2017	Ford E-450 Phoenix	1FDFE4FS6HDC78574	Paratransit
453	2017	Ford E-450 Phoenix	1FDFE4FSXHDC78576	Paratransit
454	2017	Ford E-450 Phoenix	1FDFE4FS1HDC78577	Paratransit
455	2018	Ford E-450 Phoenix	1FDFE4FS9JDC14387	Paratransit
456	2018	Ford E-450 Phoenix	1FDFE4FS0JDC14388	Paratransit
457	2018	Ford E-450 Phoenix	1FDFE4FS2JDC14389	Paratransit
458	2018	Ford E-450 Phoenix	1FDFE4FS9JDC14390	Paratransit
459	2018	Ford E-450 Phoenix	1FDFE4FS0JDC14391	Paratransit
460	2018	Ford E-450 Phoenix	1FDFE4FS2JDC14392	Paratransit
461	2018	Ford E-450 Phoenix	1FDFE4FS4JDC14393	Paratransit
462	2018	Ford E-450 Phoenix	1FDFE4FS6JDC14394	Paratransit
463	2018	Ford E-450 Phoenix	1FDFE4FS8JDC14395	Paratransit
464	2018	Ford E-450 Phoenix	1FDFE4FSXJDC14396	Paratransit
465	2018	Ford E-450 Phoenix	1FDFE4FS1JDC14397	Paratransit
466	2018	Ford E-450 Phoenix	1FDFE4FS3JDC14398	Paratransit
G104	2008	Gillig Low Floor	15GGE271281091622	Shuttle

EXHIBIT E: GENERAL INFORMATION FORM

General Information Form

Name of Organization: _____

Organization's Address: _____

Telephone Number: _____

Years in Business: _____

Company Federal taxpayer identification number _____

Organization is (check one):

Corporation Partnership Association
 Joint Venture Sole Proprietorship Public Agency
 Quasi-Public Agency Other: (Explain): _____

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: _____

If the organization is an individual or a partnership indicate the following:

Date of Organization: _____

Name and address of all partners: _____

Organization's Authorized Representatives:

Contact for Questions about Proposal: Name _____

Title: _____ Phone: _____

Email Address: _____

Officer responsible for Contract Performance: Name _____

Title: _____ Phone: _____

Email Address: _____

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposal NTD RFP#2020-01. The stated Proposal shall be firm for 90 days from the due date for this Proposal.

The Proposer hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Authorized Signature: _____

Title: _____

Date: ____ / ____ / ____

EXHIBIT F – REQUIRED CERTIFICATIONS

Certification of Eligibility

_____ hereby certifies that neither
(Name of Proposer)
it nor its "principals" is included on the U.S. Comptroller General's Debarred Proposers
List.

Signature: _____

Firm: _____

The Proposer certifies to the best of its knowledge and belief that it and its principals

Are not presently debarred, suspended, proposed for debarment, declared ineligible or
voluntarily excluded from participating in this transaction by any Federal department or
agency.

Have not, within a three-year period preceding the date of this Proposal, been convicted
of or had a civil judgment rendered against it 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 anti-trust statues or commission of embezzlement, theft, forgery,
bribery, falsification or destruction of records, making false statement, or receiving stolen
property.

Are 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 B of this Certification.

Have not, within a three-year period preceding the date of this Proposal, had one or
more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such
Proposer shall include an explanation in such regard with its Proposal.

(Check One)

_____ I DO CERTIFY

_____ I DO NOT CERTIFY

SIGNATURE: _____

TITLE: _____

DATE: ____ / ____ / ____

Certification of Non-Collusion

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer 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;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

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

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

Certification of Restrictions of Lobbying

I, _____, of _____,
Name & Title Name of Firm

hereby certify that:

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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

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

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20_____.

By: _____
Signature & Title of Authorized Official

CERTIFICATION FOR DISADVANTAGED BUSINESS ENTERPRISE

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

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

The Proposer hereby agrees to subcontract a minimum of ____% of the contract to disadvantaged business enterprises.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: _____

Please attach the names and addresses of any and all DBE eligible subProposers who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation then this must be indicated in the form.

DBE GOOD FAITH EFFORTS DOCUMENTATION FORM
ANNUAL DBE GOAL: 6.1%

If Contractor has indicated on the DBE Participation Form that it does not meet the DBE goal, proposer must submit this form with its DBE Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with its proposer may render this proposal non-responsive. Norwalk Transit District may require that proposer provide additional substantiation of good faith efforts.

Date: _____ Area of Expertise: _____

Name: _____ Company Name: _____

Response: _____

Date: _____ Area of Expertise: _____

Name: _____ Company Name: _____

Response: _____

Date: _____ Area of Expertise: _____

Name: _____ Company Name: _____

Response: _____

Date: _____ Area of Expertise: _____

Name: _____ Company Name: _____

Response: _____

Date: _____ Area of Expertise: _____

Name: _____ Company Name: _____

Response: _____

ELIGIBLE PROPOSERS CERTIFICATE

I, _____, of _____,
Name & Title Name of Firm

hereby certify that it **IS / IS NOT** (circle one) included on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

EXHIBIT G – COST PROPOSAL FORM

REVENUE PROPOSAL FOR TRANSIT ADVERTISING

Proposers are to present their **Revenue Proposal** in the following format:

Share of Revenue:

_____ % of Annual Contracted Income payable to the District in first year
_____ % of Annual Contracted Income payable to the District in second year
_____ % of Annual Contracted Income payable to the District in third year

Option Years

_____ % of Annual Contracted Income payable to the District in fourth year
_____ % of Annual Contracted Income payable to the District in fifth year

Minimum Guarantee

Minimum Annual Guarantee to the District in first 90 days \$ _____
Minimum Annual Guarantee to the District in first year \$ _____
Minimum Annual Guarantee to the District in second year \$ _____
Minimum Annual Guarantee to the District in third year \$ _____

Option Years

Minimum Annual Guarantee to the District in fourth year \$ _____
Minimum Annual Guarantee to the District in fifth year \$ _____

Proposer is to complete this Revenue Proposal form in compliance with RFP.

Company Name

Date

Name of Authorized Official

Signature of Authorized Official

Annual contracted income is defined as the amount contracted for the advertising space less advertising agency and/or brokerage commissions (other than the successful Proposer's staff), fees and production charges.

EXHIBIT H – DRAFT CONTRACT

**NORWALK TRANSIT DISTRICT
TRANSIT ADVERTISING SERVICES
DRAFT**

This AGREEMENT is made as of the first (1st) day of April, 2020 by and between XXX of Connecticut, Inc. a Connecticut corporation with offices at XXX (“Contractor”) and Norwalk Transit District, with offices at 275 Wilson Avenue, Norwalk, CT 06854 (“District”).

WHEREAS, the District desires to engage the Contractor to provide Transit Advertising Services and Contractor agrees to perform the services and deliverables specified herein in accordance with all other terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises in this Contract and other good and valuable consideration, Contractor and District agree as follows:

1. Engagement

District hereby engages Contractor and Contractor accepts such engagement to perform those services (“Services”) specified in detail by District in a Request for Proposals for Transit Advertising Services, and in the Response provided by the contractor, which comprise the Statement of Work (“SOW”) set forth on Schedule 1, attached hereto and incorporated herein.

2. Services To be Performed

The Services to be performed under this Agreement by Contractor shall be in conformity with the description of services and District requirements as set forth on the SOW. If District requires additional services or desires to change the services specified on the SOW, District shall request a modification from Contractor and the parties will agree in writing to any amendment or modification to the SOW.

3. Federal Requirements and Request for Proposals

This Agreement is funded in part under a financial assistance agreement between the District and the FTA (“FTA Agreement”), a copy of which may be obtained upon written request directed to the District’s Chief Executive Officer (“CEO”). This Agreement is subject to all provisions prescribed for third party contracts by the FTA Agreement, which is incorporated herein by reference, including, but not limited to, the provisions of the Federally Required Contract Clauses, attached hereto as Schedule 3 and made a part hereof. In addition, the District’s Request for Proposals entitled NTD Request for Proposals #12-019 (the “RFP”) and the Contractor’s response thereto (the “Response”) are hereby incorporated herein by reference. The Contractor is bound to this Agreement, the FTA Agreement, Federally Required Contract Clauses, RFP and Response, all of which constitute the “Contract Documents.” In the event of any conflict or inconsistency between or among the individual Contract Documents, the terms of the following individual Contract Documents shall control in accordance with the following order of precedence:

- A. Agreement.
- B. FTA Agreement.
- C. Federally Required Contract Clauses.
- D. RFP.
- E. Response.

In all other instances where the above order of precedence does not resolve any inconsistency or conflict, the terms that require the greater quantity or better quality of services of the Contractor shall control.

4. Term

This Agreement shall commence on the Effective Date and shall have an initial term of three years ("Initial Term"), unless extended by the District by exercise of its options to extend, as provided in the RFP. The District has the right, at its sole discretion, to extend this Agreement through no more than two (2) option years (April 1, 2023 through March 31, 2024 and April 1, 2024 through March 31, 2025).

5. Compensation

The Contractor shall compensate the District in accordance with the rates listed in Schedule 2 attached hereto and incorporated herein for the term of the contract. The Contractor shall pay the District the minimum guarantee payment on a monthly basis. The payment shall be made by the 15th day of each month the contract is in effect. When the percentage of the annual contracted income exceeds the minimum annual guarantee for the contract year, the additional income shall be paid to the District no later than ten (10) days from the day of the end of each contract year.

6. Recordkeeping and Reporting

The Contractor will coordinate payments with the District's Director of Finance and administrative services. Minimum Guarantee Payments will be made to the District via a company check no later than the 15th of each month. The monthly revenue information must be accompanied by a report to the District that includes but is not limited to:

1. All contracts in effect
2. Billings for the month by vendor
3. New contracts signed
4. Contract expiration dates
5. Fees paid to outside agencies
6. Vehicle number where advertising signs are posted

7. Insurance and Indemnification

Contractor shall obtain and maintain throughout the term of this Contract (or such longer period as may be specified below, if any) the following insurance:

Commercial General Liability

Commercial General Liability Insurance, including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death or property damage, to be on the so-called "occurrence" form with a combined limit of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, and to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; (4) blanket contractual liability for all insured contracts; and (5) contractual liability covering the indemnities in this Contract.

Workers' Compensation Insurance

With respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, the Contractor and its subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and

Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively.

Business Automobile Insurance

Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles, providing for the following minimum liability limits: One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where the 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).

Professional Liability Insurance

If the Contractor or any of its subcontractors are providing design, architectural or engineering services with respect to this Contract, the Contractor and such subcontractors shall carry Professional Liability Insurance Policy in an annual aggregate amount not less than Two Million Dollars (\$2,000,000), which coverage shall be maintained in force for a period of not less than three (3) years after the completion of the work under this Contract.

Certificate of Insurance

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc.. Prior to commencing any work under this Contract and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any subcontractor to perform any of its obligations under this Contract, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional insured (except the workers compensation insurance). For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy(ies) shall be indicated on the certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. All insurance policies provided for above shall contain clauses or endorsements to the effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

Such insurance shall protect the District against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of any project equipment for the purposes of the program covered by this Contract and for any other purpose. No project equipment shall be delivered to the Contractor, or operated by the Contractor until the Contractor has delivered the certificate(s) of insurance required hereunder. Prior to the annual renewal of a motor vehicle registration, the Contractor shall submit to the District a certificate of insurance for the project equipment. This Section shall

not prevent the District from contracting for such required insurance coverage at any time, and in such event the Contractor shall pay the District for all costs of such insurance.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, penalties, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of, related to, in connection with or resulting from, or alleged to arise out of or arise from, Contractor's negligence, performance, breach or failure to perform under the Contract or the violation of any applicable law or regulation, and whether done directly, or by or through Contractor's subcontractors or anyone directly or indirectly employed by Contractor or by Contractor's subcontractors or anyone for whose acts any of them may be responsible or liable and whether or not such claim, damage, demand, loss, expense, fine, penalty, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. This indemnity shall be effective regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties (but the indemnity shall not cover liability to the extent resulting from gross negligence or willful misconduct of the Indemnified Party). Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract. The Contractor shall further assume all liability for loss by reason of neglect or violations of federal, state or local laws, ordinances or regulations, and shall do and perform all work necessary to conform to such laws, ordinances and regulations

8. Contract Expiration

All advertising contracts in effect at the time of this Agreement's expiration will be assigned and transferred to the District should the successful Proposer not continue as the contractor. The District or its assigns shall pay to the outgoing contractor, on a monthly basis, fifteen (15) percent of the gross income of such contracts that extend up to twelve (12) months beyond the advertising concession contract termination date. The District will assign all contracts to the successful Proposer who will then be responsible for the payment of revenues to the outgoing contractor.

9. Contract Default or Bankruptcy

If the Contractor shall default in complying with the provisions of this agreement, and such default shall continue beyond thirty (30) days, then the District may terminate this agreement upon thirty (30) days written notice, via certified mail. The contract shall terminate at the expiration of the thirty (30) day period unless the default shall be cured within the thirty (30) day period. In the event of contract termination, neither party shall have any further claim against the other, except that the Contractor shall be obliged to pay to the District any monies due to the date of contract termination. All contracts in effect with advertisers will become the property of the District. Due to the contractor's default, the District will not be obligated to pay the 15% of gross income noted in the Contract Expiration paragraph.

10. Termination due to Change in Operating Conditions

The District, upon 30 days prior written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of contract when taken for cause due to the termination for any reason of any Grant Assistance Contracts between the District and the state of Connecticut providing state funds in whole or in part in support of Americans with Disabilities Act (ADA) compliant paratransit services. Upon receipt of written notification from the District that this Agreement is to be terminated, the Contractor shall immediately cease all sales efforts and shall make an accounting to the District of all outstanding advertising contracts, assemble and turn over to the District or a designated record collection site all material that has been prepared, developed, furnished, or otherwise obtained under the terms of this Agreement.

In the event of termination, the Contractor shall pay the District its share of advertising revenue for sales performed up to the termination date.

11. Prohibited Financial Interests

No director, officer or employee of the District, a constituent municipality of the District, or a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement of the proceeds thereof.

12. Independent Contractor

Contractor's relationship with District is that of an independent contractor, and nothing in this Agreement shall be construed to designate Contractor, or any of its employees, as employees, agents, joint venturers, or partners of District. Contractor shall exercise its own discretion over the method and manner of performing its duties and District will not exercise control over Contractor, its employees, equipment or facilities except insofar as may be necessary to ensure performance and compliance with this Agreement.

13. Dispute Resolution

The parties hereby agree that only for disputes that arise between Contractor and District concerning a claim for breach of the obligation to pay fees such disputes be submitted to final and binding arbitration before a single arbitrator pursuant to the Commercial Arbitration rules of the American Arbitration Association, such arbitration proceeding to be held in Connecticut. The submission for arbitration shall be made by either party not later than the sixtieth (60th) day following the filing of a claim by Contractor or District. The parties shall share the costs of such arbitration proceeding equally and they agree that any arbitration award shall be final and binding.

14. Compliance with Laws and Regulations

Contractor agrees to comply with all federal, state, county, municipal, and other local laws, rules and regulations which are now or may in the future become applicable to Contractor.

15. Non-Discrimination in Employment and Affirmative Action.

In connection with the carrying out of the SOW, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their reemployment, without regard to their age, race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The provisions of Executive Order No. 11246 of September 21, 1965, as amended, and all rules, regulations and orders of the Federal government issued pursuant thereto are incorporated herein by reference and made a part hereof. The Contractor agrees to comply with Title VI of the Civil

Rights Act of 1964 (42 U.S.C. ' 2000d-4) and all requirements imposed by Title 49 C.F.R. part 21 and other pertinent directives of the federal government to the end that no person shall on the grounds of race, color, sex or national origin be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under the Services.

16. Assignment

This Agreement is not assignable by District or Contractor without the prior written consent of the other, such consent not to be unreasonably withheld. Any attempt to assign this Agreement without consent shall be void.

17. Authority

Each person signing this Agreement on behalf of a party hereto represents and warrants that such person has full authority to enter into this Agreement on behalf of that party. District acknowledges that Contractor's sales representatives do not have the authority to enter into this Agreement.

18. Severability

In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the parties agree to negotiate in good faith to modify this agreement so as to effectuate their original intent.

19. Notices

All notices required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by first class mail or hand delivered or sent via a recognized national overnight delivery service to:

If to Contractor:

If to District:

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

20. Jury Trial Waiver

District and Contractor hereby irrevocably waive all rights to a trial by jury in any action, proceeding, or counterclaim instituted by or against Contractor or District brought in connection with this Agreement.

21. Governing Law

This Agreement shall be governed by and construed according to the internal laws of the State of Connecticut. Except for disputes governed by Paragraph 16 hereof, the parties agree that the courts of Connecticut shall have exclusive jurisdiction over any dispute arising hereunder.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated below.

WITNESSES: NORWALK TRANSIT DISTRICT

Signature Witness 1

By: _____
Kimberlee A. Morton
Chief Executive Officer

Printed Name Witness 1

Date: _____

Signature Witness 2

Printed Name Witness 2

WITNESSES: CONTRACTOR

Signature Witness 1

By: _____
Name
Title

Printed Name Witness 1

Date: _____

Signature Witness 2

Printed Name Witness 2

Schedule 1

Statement of Work

The Statement of Work includes the RFP and the Contractors Proposal.

Schedule 2
Rates and Guaranteed Minimum Payment

Schedule 3

FEDERALLY REQUIRED CONTRACT CLAUSES