

**CONNECTICUT DEPARTMENT OF TRANSPORTATION
STATE OF CONNECTICUT**

REQUEST FOR PROPOSALS

FOR

**THE MANAGEMENT AND OPERATION OF THE EXPRESS BUS SERVICES
FROM WINSTED AND TORRINGTON TO HARTFORD**

PROPOSAL CONDITIONS & REQUIREMENTS

FEBRUARY 21, 2020



Prepared by:

**CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF PUBLIC TRANSPORTATION**

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**REQUEST FOR PROPOSALS
FOR
MANAGEMENT AND OPERATION OF THE EXPRESS BUS SERVICES
FROM WINSTED AND TORRINGTON TO HARTFORD**

Submit Proposal by 2:00 p.m. on Wednesday, April 1, 2020

ARTICLE I – GENERAL INFORMATION AND INSTRUCTIONS FOR PROPOSERS

1. The Commissioner of the Connecticut Department of Transportation (Joseph Giulietti), will entertain proposals which are not intended to be nor will be considered as bids, but only as proposals, from interested proposers for the management and operation of the express bus services from Winsted and Torrington to Hartford.

Those firms responding to this Request for Proposal (RFP) shall demonstrate that they possess substantial knowledge and experience in all relevant areas contained in their proposal. Verification and demonstration of such knowledge and experience must be sufficient to convince the Commissioner of the viability of the proposal. Said experience shall have been for a period not less than seven (7) years immediately preceding the date of this proposal. The Commissioner, at his sole discretion, shall determine which, if any, proposal is in the best interest of the State. Nothing contained in this RFP is to be construed as creating any right in any proposer and the Commissioner may reject any or all of the proposals received without prejudice.

The State will enter up to a five (5)-year Management and Operation Agreement with the selected proposer for the period starting October 1, 2020 with an expiration date of said agreement would be on or before June 30, 2025.

In order to assure continuity of operations and the management of the Bus Express Services for Winsted and Torrington to Hartford, the Connecticut Department of Transportation (CTDOT) upon a minimum of sixty (60) days' notice prior to the expiration of the Agreement with the selected contractor, may require that the Agreement be temporarily extended on a month to month basis to the date of commencement of an agreement with the successor contractor, unless such temporary extension is deemed not to be in the best interest of the State. All other terms and conditions of the Agreement will continue to be applicable during any such temporary extension.

This RFP is applicable specifically to Express Bus Service for Winsted and Torrington to Hartford. CTDOT reserves the right, upon execution of the Agreement, to expand the Scope of Services as defined in this RFP to include additional services required for Winsted and Torrington, or of any other bus operation subsidized by the State of Connecticut, as required by CTDOT. If deemed necessary by the State, the successful proposer will be required to provide additional services requested at the existing locations, with costs in line and comparable to those in effect under this RFP process, if applicable.

2. The proposer acknowledges that this RFP and any resulting agreements are subject to action by the State of Connecticut, and that CTDOT has assumed no responsibility to the proposer for the result of any such action. Any recommendations and conclusions from this RFP process concerning the proposal shall not construe a right, property or otherwise,

under the Constitution of the United States, or the Constitution, Case and/or Statutory law of the State of Connecticut. The proposer waives any right it may have to bring any claim, whether as damages or equity, against the State of Connecticut, CTDOT, its agents and employees, with respect to any matter arising out of any process associated with the RFP.

3. Proposals are subject to the requirements and policies herein contained, the laws of the United States of America, and the conditions, practices, regulations and laws of the State of Connecticut.
4. The proposer acknowledges that any firm selected to manage and operate the Bus Services listed in this RFP must abide by the terms and conditions of all current and subsequent agreements entered into by CTDOT pursuant to the Federal Transit Administration (FTA) Section 5333(b), formerly known as Section 13(c) of the Federal Transit Act.
5. Proposals must be submitted in writing on the attached Proposal Forms (Questionnaires), shown as Forms E-1 through E-6 of this RFP, with any additional information the proposer may deem necessary to demonstrate to the Commissioner its financial strength, business reputation, reliability and any other attributes it considers important to the selection.

Please note that Form E-4 shall only be submitted in the separate Cost Proposal Package in a sealed envelope. Form E-1 shall be submitted in both the Technical and the Cost Proposal packages.

CTDOT has diligently prepared this RFP and has presented all known pertinent data as accurately and as completely as possible. This data is provided for general information purposes only. This information will not form a part of the Agreement to be awarded to the successful proposer. The State does not guarantee or warrant the correctness of this information, nor will any significant alteration of activity from that suggested by the data creates any obligation on the part of the State of Connecticut to later alter the Agreement. Moreover, the State accepts no responsibility for any omissions or deletions of information relating to this RFP.

By submitting a proposal, the proposer agrees that the company does not appear on the U.S. Department of Transportation list of ineligible contractors for federally assisted projects and shall provide certification to that effect.

No proposal will be accepted from, or an Agreement 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 Agreement 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 an Agreement be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut.

6. **Proposals shall be mailed or delivered so as to be received no later than 2 p.m., E.D.S.T. on Wednesday, April 1, 2020, to:**

**Tricia Chastanet, Transportation Planner 2
Connecticut Department of Transportation
Bureau of Public Transportation
2800 Berlin Turnpike, P.O. Box 317546
Newington, CT 06131-7546.**

Proposals must be sealed and identified as "Proposal for the management and operations of the express bus services from Winsted and Torrington to Hartford". See Article III for specific submittal instructions.

RFP responses shall be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the proposal is due. The name and address of the firm shall also appear on the envelope.

Proposals received after that time and date will not be considered. Proposals submitted to any state entity other than the listed one above will also not be considered.

The issuance of this RFP and receipt of the proposal by CTDOT in no way commits CTDOT to any contractual agreements. CTDOT will not be liable for any expenses incurred by a proposer in preparing a proposal. CTDOT reserves the right to reject any and all proposals.

Responses to this RFP should not be elaborately designed. Proposers may use standard company brochures and literature to the extent that they are available to describe the company's qualifications. Please note that the requirements contained herein should be construed as a minimum only. Innovative modifications that may be in the State's best interest will be considered during the proposal evaluation process.

7. The selected proposer shall be required to comply with all applicable equal opportunity laws and regulations of the State of Connecticut. All persons are invited to submit their proposals without regard to race, color, religious creed, age, national origin, sex, marital status, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the proposer that such disability prevents performance of the work involved.
8. If required by CTDOT, the selected proposer shall, once the Agreement has been fully executed, be required to apply at CTDOT for a certificate of public convenience and necessity under Connecticut General Statutes Section 13b-80 (Certificate). The selected proposer's receipt of a Certificate, either temporary or permanent, is required first before work is permitted to be commenced under the Agreement.
9. This RFP is not an agreement and, alone, shall not be interpreted as such. Attached as Exhibit 1 of this RFP is a draft Sample Agreement and is included in this RFP for informational purposes only in order to show the agreement provisions that CTDOT requires for this RFP. The Commissioner reserves the right to amend final terms and conditions of the applicable Agreement, when issued, with the selected proposer, and to reject any or all proposals without cause or liability and to accept that proposal which will, in his opinion, best serve the public interest and CTDOT. The Agreement shall not be effective until the date it is approved as to form by the State of Connecticut Attorney General, who does so after both parties sign the Agreement.

10. Surety, in the amount of Fifty Thousand Dollars (\$50,000), must accompany each proposal in accordance with the detailed narrative in Article III. The surety shall guarantee that if the proposer is selected it will negotiate final terms and conditions and promptly enter into an Agreement with the State when the final terms are satisfactory to both parties. If unable to agree, the State reserves the right to negotiate with another proposer.
11. The selected proposer will be given ten (10) business days from the date of receipt of the Agreement for review and signature. If, by the end of that ten (10) business days period, the State has not received the executed Agreement along with all initialed and dated amendments to the Agreement that may be required by the State, the necessary insurance certificate, corporate resolution, if needed, and surety documents from the selected proposer, the Commissioner may, at his option, rescind the selection, call the proposal surety and proceed with selection of another proposer, if so desired. In such event, the previously selected proposer shall have no recourse against the Commissioner or the State.
12. All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of Section 1-210 of the Connecticut General Statutes regarding Freedom of Information (FOIA). Accordingly, each Proposer shall identify any and all information that it considers to be confidential as proprietary or trade secret. Those particular sentences, paragraphs, pages or sections that the Proposer believes to be proprietary or trade secret shall be specifically and clearly identified as such. Each Proposer seeking to claim an exemption for a trade secret or proprietary information must provide a convincing explanation and rationale consistent with the law sufficient to justify treating the identified information as proprietary or trade secret under Connecticut General Statutes Section 1-210(b), including the representation that such information is not already in the public domain. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released, and set forth the reasons it believes the material is legally exempt from release pursuant to FOIA. If the Proposer indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, CTDOT will first review such claims to make sure they are consistent with FOIA (that is, the documentation is actually a trade secret or commercial or financial information and not required by statute), and if so, will endeavor to keep said information confidential to the extent permitted by law. See, e.g. Connecticut General Statutes Section 1-210(b)(5)(A-B). The final administrative authority deciding whether to release or exempt any or all material so identified rests solely with CTDOT; subject to adjudication by the Freedom of Information Commission (FOIC) should the Proposer's claim of proprietary or trade secret information be challenged. CTDOT, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should CTDOT withhold such documentation from a FOIA requester and a complaint is brought to the FOIC, the Proposer shall have the burden of cooperating with CTDOT in defense of that action and in terms of establishing the applicability of any FOIA exemption in any proceeding where it is an issue. In no event shall CTDOT or the State have any liability for the disclosure of any documents or information in its possession which the State or CTDOT believes are required to be disclosed pursuant to FOIA or other requirements of law.

Proposals will not be returned to the submitting proposer at any time, except by written

request received by CTDOT and that the proposal is withdrawn by the proposer.

13. 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 CTDOT's RFP development process, had no knowledge of the specific contents of this RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the firm's proposal preparation.

14. The Point of Contact (POC) for this RFP is:

Tricia Chastanet, Transportation Planner 2
Connecticut Department of Transportation
Bureau of Public Transportation
Transit and Ridesharing Unit
2800 Berlin Turnpike, P.O. Box 317546
Newington, CT 06131-7546
Phone: (860) 594-2838
Email: dot.transit@ct.gov

All questions concerning this RFP should be in writing and directed to Tricia Chastanet, at the Bureau of Public Transportation, 2800 Berlin Turnpike, Newington, CT 06131 or via email dot.transit@ct.gov, and received no later than 2:00 p.m. on Thursday, March 12, 2020. Questions not received by that date and time will not be answered. The questions together with the official responses, will be available on CTDOT website by Thursday, March 19, 2020 (www.ct.gov/dot). All verbal communications by any person regarding this RFP are to be considered as not binding.

ARTICLE II – PROPOSER QUALIFICATIONS

The Commissioner, in his sole discretion, will determine which proposers are qualified. Such a determination will be based on the following minimum factors and the evaluation criteria set forth in Article V. To be considered qualified, all proposals must address each of the minimum factors:

- Experience and reputation providing bus services reasonably comparable to the Service Type and Service Areas proposed to be served.
- Demonstrated operating and maintenance capacity as necessary for the Service Type and Service Areas proposed to be served.
- Demonstrated management and supervisory capacity as necessary for the Service Type and Service Areas proposed to be served.
- Access to and availability of facilities and equipment necessary for the Service Type and Service Areas proposed to be served (other than those provided by the State as shown in Exhibit B to this RFP).
- Product provided and the corresponding pricing.
- Professionalism of employees.
- Demonstrated financial strength as necessary to sustain the Service Types and Service Areas proposed to be served.
- A minimum of 7 years' experience, prior to the date of release of this RFP for comparable Service Types proposed to be served in a comparably sized operation. The State will request and check references attesting to such experience.

- The necessary organizational and financial resources to perform according to the obligations of the agreement.
- Submission of a responsive Proposal to this RFP.
- Any other matter that, in the Commissioner’s sole opinion, affects the ability of the proposer to professionally operate the proposed transit services.

ARTICLE III – PROPOSAL FORMAT & CONTENT

A. In order to permit the efficient and effective comparison of proposals, it is necessary that all submissions follow the same general organization. In order to qualify for acceptance, proposals must be presented in three parts and address the detailed requirements listed below:

- Part A (**seven (7) copies**) addresses technical and management considerations,
- Part B (**one (1) copy**) addresses agreement considerations and financial background information, and
- Part C (**seven (7) copies**) addresses the cost proposal and must be submitted in a separate, sealed envelope clearly labeled with the **“Form E-4, Cost Proposal for the management and operation of the express bus services from Winsted and Torrington to Hartford”**. The name and address of the firm shall also appear on the envelope.

Proposal shall be signed by the person, or persons, legally authorized to bind the proposer to an agreement. A proposal by a corporation shall further identify the state of incorporation and bear the corporate seal and shall include a corporate resolution authorizing the person or persons to sign the proposal. A proposal submitted by an agent shall have a current power of attorney certifying to the agent’s authority to act on behalf of the proposer.

PART A – TECHNICAL AND MANAGEMENT CONSIDERATIONS

1. Title Page
Indicating name, address, telephone number, and email address of the Proposer, including a contact person and the name of the person(s) who prepared the proposal, and the proposer’s intended method of operation as a sole proprietor, partnership, corporation, limited liability company or joint venture, (see Form E-1).
2. Table of Contents
3. Executive Summary
In a maximum of four (4) pages, using Arial or Tahoma font size 12, summarize the major points of your proposal including qualifications and experience, and financial strength as a company and as a potential bus service provider.
4. Narrative Description
In a maximum of twenty (20) pages, using Arial or Tahoma font size 12, detail the substance of the proposal and highlight the strengths of your firm. The narrative description must detail the following:
 - a) Background, experience and qualifications of the proposer and the management team to be assigned the responsibility of the Service Type and

Service Areas, including the extent to which and the length of time that the proposer and the management team have provided the proposed services.

- b) Demonstrate the operational and maintenance capacity necessary to successfully undertake such service. Detail all aspects of your planned operation and maintenance including plans for assuring adequate staffing for day-to-day operations by properly credentialed and qualified personnel, and plans for delivering high-quality customer service through your management and operational staff.
- c) Demonstrate the management and supervisory capacity necessary to successfully undertake such service. Identify and include the resumes of all management and supervisory staff to be assigned to the Service Type and Service Areas proposed to be served. (Resumes will not be counted towards the page limit.)
- d) Demonstrate that the proposer has the financial strength to undertake and sustain all of its proposed Service Types and Service Areas making reference to the financial statements included in Part B.

PART B – AGREEMENT & FINANCIAL INFORMATION

Proposals must contain the following information:

1. Financial Statement

Attach three (3) years of your most recent audited financial statements or Federal income tax returns, or any other financial statements acceptable to the State prepared in accordance with generally accepted auditing standards, as well as a personal financial statement from any principal having a ten percent (10%) or more interest in the business, redacting personal social security numbers.

2. Surety Information

A. CANCELLATION OR FORFEITURE

If you or any of your partners or corporate officials have ever had a bond or other form of surety cancelled or forfeited, attach a statement naming the bonding company, date on the bond and date it was cancelled or forfeited, amount of the bond or other form of surety and reason for such cancellation or forfeiture.

B. CONSENT OF SURETY

As security for the acceptance of the contract, a surety, in the amount of Fifty Thousand Dollars (\$50,000), must accompany the RFP. The surety may be in the form of a bond, a cashier's check or by an irrevocable letter of credit. The bond and irrevocable letter of credit must be drawn from a surety organization in the United States of America authorized to do business in the State of Connecticut and shall be made payable to the Connecticut Department of Transportation; any cashier's check shall be made payable to the Treasurer, State of Connecticut. Checks made payable to any other official or agency will not be accepted. Security of all those submitting proposals will be held until the proposals have either been rejected or the contract has been executed.

All firms proposing must also submit Consent of Surety indicating that a surety

acceptable to the State is committed to issuing a Performance Bond upon contract execution in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

3. Disclosure

Proposers must complete and submit an Authorization and Consent Form provided by the State (Form E-4) authorizing the Commissioner to obtain certain information. The State also reserves the right to conduct additional financial and business background investigations, as the State deems appropriate and proper.

PART C – COST PROPOSAL

1. Complete and submit ***with your proposal in a separate sealed envelope***, the attached Form E-4 "Cost Proposal Summary Sheet" by entering, in the appropriate spaces, a detailed estimate of expenses and fees to be charged for the basic management elements of this contract, shall be clearly listed in U.S. currency. If there is a discrepancy between the two stated amounts, only the written amount in words shall be considered. Be advised that the selected proposer will not incur Connecticut Sales and Use Tax for fuel, supplies, materials, equipment and services used in direct connection with providing services under the Agreement to be awarded. If costs vary from year to year, please complete the Budget Calculation Worksheet attached to Form E-4 for each 12 month period for the duration of the agreement.

The sealed envelope containing your Cost Proposal, should be clearly identified as **"Form E-4, Cost Proposal for the management and operation of the express bus services from Winsted and Torrington to Hartford"**. The name and address of the firm shall also appear on the envelope.

2. Bankruptcy Information

If you have ever been declared bankrupt, please provide relevant information including date, court jurisdiction, amount of liabilities and amount of assets as part of your financial submittal required by Article III. Part B above.

If you are involved in a bankruptcy proceeding that has not yet reached its conclusion, please provide all relevant information as part of your financial submittal required by Article III Part B above.

3. Litigation

Have you been involved in litigation in the past three (3) years?

If yes, please identify the plaintiffs, defendants, docket number, jurisdiction, basis of claims, and result, if any.

4. Signature

The proposal shall be signed by an individual authorized to bind the proposer to a contract (Form E-2). The proposal shall also provide information including: name, title, address, email address and telephone number of the individual(s) with authority to negotiate and contractually bind the proposer, and also who may be contacted during the period of proposal evaluation (Form E-2).

5. Contract Affidavits

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

<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

Check this State of Connecticut Internet site immediately before you submit your proposal in case of any recent changes to the State's contractual requirements. It is the responsibility of the proposer to ensure that any and all up-to-date contract affidavit forms are properly filled out and submitted with your proposal.

6. Other related information

- a. The Commissioner reserves the right, at his sole discretion, during the selection process, to interview all the Qualified Proposers and to request any additional information which the Commissioner may consider important to his decision.
- b. The selected Qualified Proposers will be required to comply with the laws of the United States of America, the policies, practices, regulations, and laws of the State of Connecticut, the Connecticut Department of Transportation, and any other federal or state agency.
- c. Any person or entity desiring to submit a proposal shall be responsible for the examination of the terms and conditions of the RFP, the service area(s) and route(s) being offered pursuant to this RFP, and of all documents describing or relating to the same upon which the agreement rights and obligations are to be granted. The proposers shall judge for themselves all of the circumstances and conditions affecting their proposal. Failure on the part of any proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the proposer did not understand the conditions of the RFP.
- d. The selected Qualified Proposer agrees to perform the services proposed as an independent operator and not as an agent or employee of the State.
- e. By submitting a proposal, the proposer warrants that it has not employed or retained any company or person other than bona fide employees or consultants working solely for the proposer to solicit or secure the agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of the above stipulation, the State shall have the right to annul the agreement without liability or, at its discretion, to deduct from the agreed price or consideration or otherwise to recover the full amount of such fee, commission, percentage, brokerage fee or contingent fee.
- f. By submitting a proposal, the selected Qualified Proposer warrants that it did not receive unauthorized information from, nor initiate improper contact with, any State employee regarding this RFP.

ARTICLE IV - PROPOSAL SCHEDULE

The State expects to adhere to, but reserves the right to modify, the following schedule:

RFP SCHEDULE	
Advertise RFP:	Friday, February 21, 2020
Receive Notice of Intent to Propose through:	Friday, February 28, 2020 at 2:00 pm
Written questions received through:	Thursday, March 12, 2020
Respond to questions received by:	Thursday, March 19, 2020
RFP Submittal deadline	Wednesday, April 1, 2020, 2:00 pm
Evaluation of Proposals by:	Monday, April 20, 2020
Selection of Qualified Proposer:	Thursday, April 30, 2020
Agreement review completed between Parties by:	Friday, May 29, 2020
Award Announcement:	Friday, June 5, 2020
Execution of Agreement by the Proposer by:	Friday, June 19, 2020
Full execution date of Agreement by:	Monday, August 31, 2020
Agreement Starting Date:	Thursday, October 1, 2020

ARTICLE V - EVALUATION OF PROPOSALS

1. General: This RFP invites qualified firms to respond to CTDOT’s goal of providing first class bus transit services by meeting or exceeding standards criteria including but not limited to the management, operation, vehicle maintenance, customer service, and knowledge of Federal Transit Administration (FTA) and State of Connecticut bus transit service requirements. In preparing your response, you are reminded to adhere to the instructions stated herein.

CTDOT will be evaluating each response in its totality with all elements contributing to the overall value of each response. Each response will be assessed by CTDOT in relation to the standards and criteria stated herein, and to other competitive responses and CTDOT reiterates its sole right to make its determination without condition based on factors it believes are deemed appropriate to award an Agreement.

2. Selection Criteria: Each proposal will be screened and evaluated by a Selection Committee against the following criteria to determine which firm(s) is (are) most capable of implementing the State’s requirements. In addition, CTDOT reserves the right to invite any or all responsive proposers for an interview. The evaluation of the written proposal and the interview process will be used to select the best management team and proposal.

The evaluation will be scored as follows:

- (1) Cost (40%)
- (2) Availability and Competency of on-site Management Team (25%)

- (3) Management Plan (15%)
- (4) Management firm's experience with operations of similar scale, and ability to do the specified work stipulated within this RFP (15%)
- (5) Value of Supplemental Services as described in Form E-3, Section F (5%)

The Selection Committee can select any score ranging from zero (0) to one-hundred (100) to determine each category score. That score will be multiplied by the weighting factor indicated for each category. The total proposal score represents the sum of all category scores. The selection of the proposal that CTDOT will pursue will be based on the highest total score.

ARTICLE VI. MANDATORY REQUIREMENTS TO BE MET BY PROPOSERS

Proposals submitted must be accompanied by the proposal forms contained herein (Forms E1-E6), fully completed, and may be supplemented as desired.

All firms/entities are notified that the Office of Policy and Management ("OPM") has updated its contracting affidavits and certifications, as well as the timeline of when these documents are required to be completed, signed and returned. Please be advised that the aforementioned documents are required to be completed and submitted in conjunction with your response to this solicitation. OPM Ethics Form 1 (Gift and Campaign Contribution Certification), OPM Ethics Form 5 (Consulting Agreement Affidavit), OPM Ethics Form 6 (Affirmation of Receipt of State Ethics Laws Summary), OPM Ethics Form 7 (Iran Certification) and OPM Form C Affidavit by Entity (Non-discrimination certification) must be completed at the time the agreement is executed. OPM Ethics Form 1 applies to all agreements/contracts which have a total value to the State of Fifty Thousand Dollars (\$50,000) or more in a calendar or fiscal year. Any Qualified Proposer that does not make the certifications required under subsection (c) of § 4-252 of the Connecticut General Statutes ("CGS"), or refuses to submit the affidavit required under subsection (b) of § 4a-81 of the CGS, shall be disqualified and the State shall award the agreement to the next highest ranked Qualified Proposer, or seek new submittals in accordance with subsection (d) of CGS 4-252 and subsection (d) of § 4a-81 of the CGS.

Further information on these requirements can be obtained online at:

<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

<https://portal.ct.gov/OPM/Fin-PSA/Forms/Nondiscrimination-Certification>

For all State contracts, as defined in § 9-612 of the Connecticut General Statutes, having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the notice from the State Elections Enforcement Commission ("SEEC") advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The SEEC Form 10 is attached hereto as Attachment C and hereby made a part of this solicitation.

Sections 4a-60 and 4a-60a of the Connecticut General Statutes have been amended to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a Resolution.

Prior to entering into a contract valued at fifty thousand dollars or more for any year of the contract, such contractor shall provide the State or such political subdivision of the State with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of section 4a-60;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the agency of the state or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of section 4a-60; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of section 4a-60 and is in effect on the date the affidavit is signed.

ARTICLE VII – INSURANCE

With respect to the management and operation of the express bus services for Winsted and Torrington to Hartford, the State will provide at no cost to the proposer, insurance coverage for the state-owned facilities and vehicles as it may be applicable. Otherwise:

The proposer agrees to secure and maintain for the duration of this Management Agreement, including any supplements thereto and renewals thereof, if any, with the State of Connecticut being named an additional insured, the following minimum liability insurance coverage regarding the Agreement at no cost to the State. In the event the successful proposer secures excess/umbrella liability insurance to meet the minimum requirements specified below, the State shall also be named as additional insured.

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

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

occurrence, the policy shall provide a total or aggregate coverage of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences, and out of injury to or destruction of property during the policy period.

(b) Automobile Liability:

1. **Non-Transit Motor Vehicle Insurance (Automobile Liability).** The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of not less than One Million Dollars (**\$1,000,000**) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (**\$2,000,000**).
2. **Non-State-Owned Transit Vehicles.** The operation of all motor vehicles, which are not State-owned vehicles, including those hired, leased or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of not less than (a) One Million Dollars (**\$1,000,000**) for vehicles with a seating capacity of ten (10) or less passengers, (b) One Million Five Hundred Thousand Dollars (**\$1,500,000**) for vehicles with a seating capacity of eleven (11) through fourteen (14) passengers, and (c) Five Million Dollars (**\$5,000,000**) for vehicles with a seating capacity of fifteen (15) passengers or more, for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.
3. **State-owned Transit Vehicles, Equipment and Property.** All State-owned vehicles, equipment and/or facilities are and shall remain insured by the State under the terms and conditions in effect in accordance with the State insurance policy(ies).

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

(d) In conjunction with the above, the Proposer agrees to furnish to the State a Certificate of Insurance on a form acceptable to the State, fully executed by an insurance

company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

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

(f) If the Proposer elects to be self-insured rather than acquiring coverage from an insurance company, the Proposer shall ensure to the State that it is adequately protected. The Proposer shall submit a notarized statement from an authorized representative providing the following information:

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

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

ATTACHMENT A – SCOPE OF WORK

The management organization shall provide a management team which will be responsible for, but not limited to, the following tasks listed below.

1. The State will exercise its right to impose penalties due to recurrent non-conformance with the requirements listed in this Agreement. If penalties are imposed, the Second Party could appeal to the Bureau Chief of Public Transportation's decision.

Functional Area

A. Operations Management

1. Management of all aspects of human resources required to provide transit service and the requisite labor management, including labor negotiations. This also includes (without limiting the range of responsibilities) payroll, benefits, employee applications, verification of eligibility, drug testing, establishment of personnel policies, and terminations.
2. Hiring and training new employees and regular re-training of current employees. Retaining staff as it may be needed. Federally mandated ADA service requirements for commuter bus services. Preparing and implementing a training program for personnel. The program must be ongoing and comprehensive covering all aspects of the system and must meet, at a minimum, all applicable Federal, State and local regulations. The program shall include a matrix of training requirements by position held. Training must also emphasize techniques for interacting with the public in a helpful and courteous manner to achieve the maximum level of customer service; this requirement pertains to any employee who regularly interfaces with the public. Records of training, certificates and licenses shall be maintained in an organized manner with appropriate documents readily available for audit purposes.
3. At the direction of CTDOT, implement the Bus Service, Maintenance, and Operations Plans, all living documents that are continually being updated by CTDOT.
4. Ensuring proper operations of Intelligent Transportation Systems (ITS) operations for all express services and its upgrades. ITS elements include, but are not limited to, Computer-aided Dispatch (CAD), Variable Message signs (VMS), Public Address (PA) systems and Bus Stop Announcements, Automatic Passenger Counting (APC) and Automatic Vehicle Locator (AVL).
5. Coordinating emergency call response with external first responders implementing incident management, emergency management, and 911 procedures that comply with CTDOT plans and operational needs and providing internal procedures for route supervisors, staff, and third parties.
6. Purchasing, maintenance and inventory management of vehicle parts inventories with prior CTDOT approval of Authorization for Expenditure (AFEs) in accordance with CTDOT policies, procedures and/or Federal and State procurement requirements.
7. Repair and maintenance of buses owned by CTDOT in conformance with all Federal and State requirements, including the issuance of maintenance reports, and timely

coordination of random inspection of State-owned buses by CTDOT and/or its designee.

8. Maintenance of all applicable State-owned structures and equipment. This includes coordination with and participation in the State's asset management program.
9. Maintaining accurate and timely inventories of all applicable State-owned equipment.
10. Vehicles and equipment owned by the Second Party, which are used on a temporary or incidental basis for the performance of this Service, may be subject to inspection by the State and/or its designee.
11. Route/service scheduling and dispatching. To ensure the conformance to the bus route service and dispatching by CTDOT.
12. Monitor, analyze and develop efficiency measures of the bus services under this RFP.

B. Administration

1. Budgeting. Review annual budgets with CTDOT.
2. Procurement of required insurance policies for coverage of non-State owned vehicles and facilities, as well as workers compensation, health insurance, and other insurances that may be required by labor contracts, agreements, or State and Federal law.
3. Generation of monthly operating reports, outlining activities, performance and statistical data.
4. Generation of required National Transit Database (NTD) report. CTDOT will provide form as it may be applicable, example, Exhibit 3 NTD Maintenance Performance Monthly report.

C. Planning

1. Participate in the development and improvement of short range transit service planning and public outreach.

D. System Safety and Security

1. Prepare, implement, and maintain a system that ensures that the safety and security of passengers, personnel, members of the public, vehicles and equipment is maintained at the highest level possible throughout the term of this contract, in accordance with local, State, and Federal requirements such as the federally required Public Transportation Safety Plan (PTASP) which includes but not limited to the implementation of Safety Performance Targets, Safety management Policy, Safety Risk Management, Safety Assurance and Safety Promotion. In this regard, the Contractor is responsible for developing and implementing an ongoing comprehensive safety program covering all aspects of the system. (System Safety Program Plan) *The program must be submitted for approval within 60 days of Notice-To-Proceed and*

shall be updated to reflect system changes/modifications or upon request of the State.

A Safety and Security Management Plan and all supporting plans must be maintained at all times in accordance with FTA regulations. Safety reviews/audits, safety meetings, lessons learned, incident reporting, and drug testing program would be part of this requirement.

E. Public Relations/Customer Service/Social Media/Marketing

1. Public relations including responsibility for phone lines and social media used for handling customer complaints and questions. Call center staff shall be able to provide basic scheduling information, the location of stops and information on connecting services.
2. Arrangements for and participation in public hearings relative to bus service refinements.
3. Distributing as it may be required by CTDOT all fare media, this includes monthly passes for privately operated express bus routes, and any statewide fare media developed by CTDOT
4. Posting and Distribution of brochures, bus route schedules, information pieces, proper display of the Title VI of the Civil Rights act of 1964 in the languages that may be federally required by CTDOT, etc. on all buses.

F. Fare Collection

1. Implementing CTDOT policies, procedures and provide the staffing to manage fare enforcement as well as proper handling of all revenue generated by the State-owned buses and to be deposited in the State bank account.

G. Other Responsibilities

1. Management of additional bus operations and facilities as required by CTDOT. The State reserves the right to assign (and the Contractor must be willing to assume) certain special assignments on an urgent basis should the need arise. These assignments might include providing management and operational oversight of certain State-funded operations that otherwise might be discontinued, at great inconvenience to the riding public. Adequate staff must be provided at a cost to be determined at the time of the incident.
2. Other functions reasonably required in day-to-day operation of the State-owned bus services.
3. Implement on-going compliance with all local, State, and Federal requirements.
4. Provide net cost of fuel. Payments may be adjusted to reconcile fuel variations. Connecticut tax exemption needs to be approved by CTDOT for the operator to be reimbursed for the Tax by DRS.

ATTACHMENT B – FORM E-1 THROUGH E-6

**FORM E-1
PROPOSAL STATEMENT**

**PROPOSAL FOR
THE MANAGEMENT AND OPERATION OF THE EXPRESS BUS SERVICES
FROM WINSTED AND TORRINGTON TO HARTFORD**

Name of Proposer:

TO: Commissioner of Transportation
Connecticut Department of Transportation

Pursuant to, and in compliance with, your Request for Proposal, we hereby propose to provide the management and operation of the express bus services from Winsted and Torrington to Hartford. This proposal is a firm offer.

We understand that the Commissioner, at his sole discretion, shall have the right to rescind his selection and cancel all further negotiations prior to the State's execution of the Agreement.

We further understand that the selected proposer, having approved the Agreement, shall execute the Agreement in a proper manner and return the signed copies within ten (10) working days of said approval. If the copies are not executed and returned in accordance with the foregoing, the Commissioner, at his option, may rescind his selection and retain the proposal surety as liquidated damages to the State.

In either event, the Commissioner's decision shall be final, and he may proceed to select another proposer, if he desires, and the previously selected proposer will have no claim or recourse against the Commissioner or the State.

Our personal and business financial statements, ownership statement, experience statement, method of operation and corporate resolution are all attached hereto and our proposal is accompanied by a \$50,000 proposal surety guaranteeing that we will execute the mutually acceptable Agreement if our proposal is selected. In addition, we further understand and agree as follows:

1. We have the capability to successfully undertake and complete the responsibilities and obligations as a successful proposer.
2. We certify that to the best of our knowledge and belief that, we or any person associated with us in the capacity of owner, partner, director, officer, principal, project director, manager, auditor or any other position involving the administration and business operation:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this date been convicted of or had a civil judgment rendered against us for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B above;
 - D. Have not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
3. We certify that the information contained in the proposal package and all supplemental information submitted by us is, to the best of our knowledge, true and is made in good faith. We understand that if we knowingly make any misstatement of fact, we are subject to revocation of all privileges and to such other penalties as may be prescribed by law including false statements under Connecticut General Statute Section 53a-157b.
 4. We acknowledge that the Commissioner of Transportation has the right to conduct any inquiry or investigation he deems reasonably appropriate to substantiate or supplement information contained in this proposal and we consent to and authorize the release to the Commissioner or his designated representative any and all reasonable and pertinent information sought in such inquiry as set forth in the executed enclosed Authorization and Consent Form (Form E-6). All such reports will be considered confidential.
 5. We acknowledge that the Commissioner reserves the right to negotiate final terms and conditions or modification of proposals, with any or all of the proposers, and to reject any or all proposals without cause or liability, and to accept that proposal which, in his opinion, will best serve the public interest.
 6. We will execute an agreement, if offered, within ten (10) calendar days after it is offered and to deliver all required insurance certificates and bond at the time the Agreement is executed, and to start work on **Thursday, October 1, 2020**, after receipt of a notice to proceed or execution of the Agreement by the State.
 7. We will upon the execution of the Agreement and if required by law, apply to CTDOT for a certificate of public convenience and necessity under Connecticut General Statutes Section 13b-80 (Certificate) for the operation of the bus service. Provided a Certificate is issued, we will operate the bus express services only for the time frame of the Agreement or sooner, if the Agreement is revoked or cancelled for any reason. Upon the expiration of earlier termination of the Agreement, we agree to surrender any and all Certificates to CTDOT.
 8. We agree that at any time, including but not limited to contract negotiations, when

requested by the State, additional cost information and contractor financial statement data will be provided.

9. We acknowledge that all proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of Connecticut General Statutes Section 1-210 of the regarding Freedom of Information (FOIA). Accordingly, we shall identify any and all information that it considers to be confidential as proprietary or trade secret. Those particular sentences, paragraphs, pages or sections that we believe to be proprietary or trade secret shall be specifically and clearly identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1- 19(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.
10. We agree to not lobby any State or federal official, employee, staff or agent on any matter regarding this RFP.
11. We agree to furnish all services in accordance with this RFP for the total annual price as provided on Form E-4, Cost Proposal Summary Sheets. This shall be included with this proposal in a separate sealed envelope.

Name of Proposer	Date
Authorized Signature*	Title
Address	
Address	
City, State, Zip Code	

*Attach corporate resolution or power of attorney, if appropriate.

**FORM E-2
PROPOSER FIRM QUALIFICATIONS AND RELATED SERVICES QUESTIONNAIRE**

**PROPOSAL FOR
THE MANAGEMENT AND OPERATION OF THE EXPRESS BUS SERVICES
FROM WINSTED AND TORRINGTON TO HARTFORD**

PURPOSE: This form is used to provide information relating to the legal description and general qualifications of the proposer.

1. Name of Proposer exactly as it appears on the proposal and as it will appear on the Agreement:

2. Address of Proposer and contact person for purposes of notice or other communication relating to the proposal:

Tel: (_____) _____ Fax: (_____) _____

Email: _____

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

4. How many years has this organization been in business as a bus transit service company?

5. If this organization has not always been a managing and operating bus transit services company, list the trade(s) that this company customarily performed before it became a management company:

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

7. This firm is a:
 Corporation Partnership
 Sole Proprietorship Joint Venture
 Other, identify: _____

8. If the organization is a corporation indicate the following:

- A. Date of incorporation: _____
- B. State of incorporation: _____
- C. President's name: _____
- D. Vice-president's name: _____
- E. Secretary's name: _____

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

- A. Date of organization: _____
- B. Name and address of all partners (state whether general or limited partnership). Please attach additional pages as needed.

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

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

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

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

14. Indicate the names, addresses and agent of the Bonding Company normally used by your organization. Only those bonding companies approved by the U.S. Department of the Treasury and listed in the latest edition to Treasury Department Circular 570 are acceptable to the State.

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

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

- 17. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to the operation and management of bus transit services. Please attach additional pages as needed:

- 18. Attach a corporate financial statement for the most recent year. If a financial statement is not available, please provide other suitable documentation of the financial stability of the firm.

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

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

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

Will this organization act as a guarantor of the agreement with CTDOT for the management and operations of the bus services for this RFP? _____

19. Dated at _____

This _____ Day of _____, 2020

Title: _____

Name: _____

Signature: _____

**FORM E-3
CONTENTS OF RESPONSE**

**PROPOSAL FOR
THE MANAGEMENT AND OPERATION OF THE EXPRESS BUS SERVICES
FROM WINSTED AND TORRINGTON TO HARTFORD**

1. Management Plan - Include your plan to apply management tools to accomplish all requirements included under Attachment A, "Scope of Work".
2. Technical Proposal
 - A. Transit Management Experience A list of transit systems managed, including: the start date and most recent renewal date of each contract, and the expiration dates; the name, address and telephone number of a local official qualified to serve as a reference; statistical indicators including number of buses, annual ridership, number of the proposer employees and the contracting agency's employees; the proposer's fee for the management contract; and a narrative description of type of management contract, and range of authority and responsibility of the management person or team you employ in the contract.
 - B. Staff Support Services A description, detailing all support or technical services provided by your firm which will be available to the Department and the resident team.
 - C. Achievements in the Transit Industry Identify major achievements in the transit industry including any innovative techniques and any specific cost savings and/or quality improvements that have resulted from clients using these techniques.
 - D. Management Methodologies/Procedures Identify management tools, procedures, and practices used to manage systems.
 - E. Resident Management Team The firm shall submit resumes of the proposed resident team. Each response should include relevant education, training and experience of proposed team members. Respondents shall propose a resident management team with the emphasis being on quality management rather than quantity or titles of managers.
 - F. Supplemental Services In addition each firm is encouraged to give a description of any additional services or products not previously described that can be offered to the Department. This can include, but not limited to: access to centralized purchasing consortia which contribute to increased cost efficiencies in the day-to-day operating budget; and access to planning, operational, management, training or financial expertise. The technical and cost proposals shall clearly indicate whether any of these services will have fees attached to them. Any "fee for extra services" charges shall only be reflected in the "Cost Proposal" document.

**FORM E-4
COST PROPOSAL SUMMARY SHEET**

**PROPOSAL FOR
THE MANAGEMENT AND OPERATION OF THE EXPRESS BUS SERVICES
FROM WINSTED AND TORRINGTON TO HARTFORD**

NOTE: SUBMIT THIS FORM ALONG WITH THE BUDGET CALCULATION WORKSHEET FOR EACH YEAR AND THE SUMMARY SHEET BELOW IN A CLEARLY IDENTIFIED SEPARATE SEALED ENVELOPE. SEE INSTRUCTIONS IN ARTICLE III.

The summary costs below should reflect all costs per year for the management and operations described in this RFP.

Year	Period	Total Cost	Hourly Rate
1	October 1, 2020 – June 30, 2021 (9 months)	\$	\$
2	July 1, 2021 – June 30, 2022	\$	\$
3	July 1, 2022 – June 30, 2023	\$	\$
4	July 1, 2023 – June 30, 2024	\$	\$
5	July 1, 2024 – June 30, 2025	\$	\$

Total Fixed Cost from October 1, 2020 to June 30, 2025: \$ _____

The proposer shall furnish all services for the period of October 1, 2020 to June 30, 2025, in accordance with this Request for Proposal for the total price of:

Amount (words) _____

Name of Proposer Date

Authorized Signature* Title

Address

City, State, Zip Code

*Attach corporate resolution or power of attorney, if appropriate.

FORM E-4 COST PROPOSAL SUMMARY SHEET (CONTINUED)

Instructions: Please complete the 'BUDGET CALCULATION WORKSHEET' (excel attachment) and complete. Use the Budget Calculation Worksheet Guide below to complete the Budget Calculation Worksheet (excel attachment).

BUDGET CALCULATION WORKSHEET GUIDE

The purpose of the excel worksheets is to account for all categories of expenses which are anticipated for each fiscal year and allocated to this State-contracted bus service.

Instructions:

1. Review each category of expenses listed below.
2. Calculate and insert the expense amount in the EXCEL worksheet for the stated fiscal year.
3. For any expenses not listed on the yearly worksheet, include in the Other Expenses tab for that specific fiscal year.

1. **LABOR** - The average costs of all divisions of labor which are expended in the subject bus service during the operating days of the Fiscal Year.
 - a. Driver wages ($\$0.00/\text{hr} \times \text{hrs} \times \text{Operating days}$) = $\$0.00$
 - b. Mechanic wages ($\$0.00/\text{hr} \times \text{hrs} \times \text{Operating days}$) = $\$0.00$
 - c. Bus cleaner wages ($\$0.00/\text{hr} \times \text{hrs} \times \text{Operating days}$) = $\$0.00$
 - d. Administrative wages, including fare accounting, preparation of monthly invoices and required reporting documentation associated with the project, including the National Transit Database (NTD) report.
 - e. Driver Training ($\$0.00/\text{hr} \times \text{hrs} \times \text{no. of trainings}$) = $\$0.00$
 - f. **TOTAL ANTICIPATED COSTS FOR LABOR** (items 1a. through 1e.) = $\$0.00$
2. **MANAGEMENT COSTS** - Allocated for the subject bus project.
 - a. Dispatch (0% of $\$0.0/\text{hr}$ salary) = $\$0.00$
 - b. Dispatch Supervisor (0% of $\$0.0/\text{hr}$ salary) = $\$0.00$
 - c. Road Supervisor (0% of $\$0.0/\text{hr}$ salary) = $\$$
 - d. Safety/Training Personnel (0% of $\$0.0/\text{hr}$ salary) = $\$0.00$
 - e. Management (0% of $\$0.0/\text{hr}$ salary) = $\$0.00$
 - f. **TOTAL ANTICIPATED MANAGEMENT COSTS** (items 2a. through 2e.) = $\$0.00$
3. **FRINGE BENEFITS** - The cost of all fringe benefits allotted to all employees engaged in the provision of the subject bus service over the total operating days.
 - a. Health Insurance ($\$/\text{mo} \times \text{mos} \times \text{no. of Empls.}$) = $\$0.00$
 - b. Others (Please specify for ex. 401K company fees & match) = $\$0.00$
 - c. **TOTAL ANTICIPATED COSTS FOR FRINGE BENEFITS** (items 3a. through 3b.) = $\$0.00$
4. **TOTAL OF LABOR COSTS** (Combination of Items 1,2,and 3) = $\$0.00$
5. **MANAGEMENT FEE – (Total markup profit)**
 - i.e. TOTAL OF LABOR COSTS X 0% = $\$0.00$

6. **MATERIALS** - Allocated for express service only.
 - a. Fuel – exclude state tax: ($\$/\text{gal} \times \text{gal}/\text{mo} \times \# \text{ of mos}$) = \$0.00
 - b. Lubricants: = \$/year
 - c. Tires (cost/tires X no. of tires X no. of buses) = \$0.00
 - d. Brakes = \$/year
 - e. Preventative Maintenance parts & repair = \$/year
 - f. Cleaning Supplies = \$/year
 - g. **TOTAL ANTICIPATED COSTS FOR MATERIALS** (items 6a. through 6f.)= \$0.00

7. **OTHER EXPENSES** - Indicate by type
 - a. Vehicle Storage - if not state-owned property ($\$ \text{ Cost}/\text{mo} \times \# \text{ of mos}$) = \$0.00
 - b. **TOTAL ANTICIPATED OTHER EXPENSES** (item 6a.)= \$0.00

8. **INSURANCE** – Allocated for express service only ($0\% \times \text{premium}/\text{mos} \times \text{mos}$) = \$0.00

9. **TAXES** – ($\% \text{ of Property \& Equipment tax}$) = \$0.00

10. **TOTAL ANTICIPATED ITEM COSTS** (Items 1 through 9) = \$0.00

11. **TOTAL OPERATING HOURS** – (Daily operating hours X operating days) = 0

12. **ESTIMATED HOURLY RATE** - Divide costs in Item 10 by hours in Item 11 = \$0.00

FORM E-5
NOTIFICATION TO PROPOSERS

PROPOSAL FOR
THE MANAGEMENT AND OPERATIONS OF THE EXPRESS BUS SERVICE
FROM WINSTED AND TORRINGTON TO HARTFORD

The Agreement to be awarded is subject to contract compliance requirements mandated by Section 4a-60 of the Connecticut General Statutes; and, when the awarding agency is the State, Section 46a-71(d) of the Connecticut General Statutes. Contract Compliance Regulations are set forth at Section 46a-68j-2l et seq. of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Section 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as proposers, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets is owned by a person or persons: "(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as" (1) Black Americans ... (2) Hispanic Americans ... (3) Women ... (4) Asian Pacific Americans and Pacific Islanders; (5) Persons having origins in the Iberian Peninsula; or (6) American Indians ..." The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21 of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the proposer's qualifications under the contract compliance requirements:

- (a) The proposer's success in implementing an affirmative action plan;
- (b) The proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 et seq. of the Regulations of Connecticut State Agencies;
- (c) The proposer's promise to develop and implement a successful affirmative action plan;
- (d) The proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) The proposer's promise to set aside a portion of the contract for legitimate minority business enterprises. See sections 46a-68j-23 and 46a-68j-24 of the Contract Compliance Regulations.

***INSTRUCTIONS:** Proposer must sign acknowledgment below and return acknowledgment to Awarding Agency along with bid proposal.

The undersigned acknowledges receiving and reading a copy of the "Notification to Proposers" form.

Signature: _____ Date: _____

Organization Name: _____

**FORM E-6
AUTHORIZATION AND CONSENT FORM**

**PROPOSAL FOR
THE MANAGEMENT AND OPERATIONS OF THE EXPRESS BUS SERVICE
FROM WINSTED AND TORRINGTON TO HARTFORD**

I (we) hereby authorize and consent to the Connecticut Commissioner of Transportation, or his duly authorized designee, the right to investigate and/or make inquiry regarding my business affairs as he deems reasonably appropriate with any Federal, or State or municipal agency, board, commission or other entities relating to criminal, civil, business or financial matters to aid the Commissioner in reviewing the proposal submitted herewith. All such reports or information obtained will be considered confidential.

Officers:

Name: _____

Address: _____

Title: _____ Date of Birth: _____

Signature: _____ Date: _____

Name: _____

Address: _____

Title: _____ Date of Birth: _____

Signature: _____ Date: _____

Name: _____

Address: _____

Title: _____ Date of Birth: _____

Signature: _____ Date: _____

*Note: Please reference the following Attachments and Exhibits by title in this RFP's attached files.

- **ATTACHMENT C – SEEC FORM 10** - Reference and complete SEEC Form 10 labeled as *Attachment C- SEEC Form 10*
- **EXHIBIT 1 – SAMPLE AGREEMENT** – Reference the attachment *Exhibit 1 – Sample Agreement*. In addition, there are 2 exhibits for this Sample Agreement. Reference *Exhibit 1 – Bus Transit Fares* and *Exhibit 2 – Bus Transit Schedules & System Structure*
- **EXHIBIT 2 – INVENTORIES OF FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE STATE** – Reference the file attachment
- **EXHIBIT 3 – NATIONAL TRANSIT DATABASE (NTD) MAINTENANCE PERFORMANCE MONTHLY REPORT** – Reference the file attachment

RFP Submittal Checklist - Minimum requirement for this RFP

Envelope 1	Contains Part A. Technical & Management considerations and Part B. Agreement & Financial Information	✓
Envelope 2	Sealed envelope containing Part C. Cost Proposal. This should be clearly identified as " Form E-4, Cost Proposal for the management and operation of the express bus services from Winsted and Torrington to Hartford ". The name and address of the firm shall also appear on the envelope.	✓
Form E-1 <i>(Attachment B)</i>	Proposal Statement. Form E-1 shall be submitted in both, the Technical and the Cost Proposal packages. Include on the forms the legal name of the proposer as it is registered with the Office of the Secretary State and its principal place of business.	✓
Form E-2 <i>(Attachment B)</i>	Proposer Firm Qualifications and Related Services Questionnaire. Include on the forms the legal name of the proposer as it is registered with the Office of the Secretary State and its principal place of business.	✓
Form E-3 <i>(Attachment B)</i>	Contents of Response Questionnaire. Include on the forms the legal name of the proposer as it is registered with the Office of the Secretary State and its principal place of business.	✓
Form E-4 <i>(Attachment B)</i>	Cost Proposal Summary Sheet. Please note that Form shall only be submitted in the separate Cost Proposal Package in a sealed envelope. On Form E-4, dollar values shall be clearly listed in U.S. currency State of Connecticut Dept of Transportation both in words and numerical figures. Costs entered on all forms shall include labor, material, overhead, profit and any and all other associated expenses. Include on the forms the legal name of the proposer as it is registered with the Office of the Secretary State and its principal place of business.	✓
Form E-4 (cont'd) <i>(Attachment B)</i>	Budget Calculation Worksheet. Complete the excel spreadsheet.	✓
Form E-5 <i>(Attachment B)</i>	Notification to Proposers. Include on the forms the legal name of the proposer as it is registered with the Office of the Secretary State and its principal place of business.	✓
Form E-6 <i>(Attachment B)</i>	Authorization and Consent Form	✓
Surety	The surety may be in the form of a bond, a cashier's check or by an irrevocable letter of credit.	✓
Contract Affidavits	https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms	✓
SEEC Form 10 <i>(Attachment C)</i>	Acknowledge and sign https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf	✓

ABBREVIATIONS

ADA	Americans with Disabilities ACT
AFE	Authorization for Expenditure
APC	Automatic Passenger Counting System
AVL	Automatic Vehicle Locator
CAD	Computer-aided Dispatch
CMS	Central Management System
CTDOT	Connecticut Department of Transportation
FTA	Federal Transit Administration
FTS	Fare Technology System
ITS	Intelligent Transportation Systems
NTD	National Transit Database
PA	Public Address System
PTSAP	Public Transportation Safety Plan
VMS	Variable Message Signs