

# REQUEST FOR PROPOSAL FOR DESIGN AND MANUFACTURE OF RAIL CARS AND RELATED SERVICES SOLICITATION # 20CTRAIL-1

The Connecticut Department of Transportation (“CTDOT”) is seeking to engage a qualified and experienced rail-car builder to provide single-level, push-pull trailer cars and cab cars, compliant with all Federal Railroad Administration (FRA) requirements, to replace CTDOT’s existing push-pull fleet currently in service on the CTrail Shore Line East and Hartford Line, and potentially on the New Haven Branch Lines.

CTDOT issues this Request for Proposal (“RFP”) to solicit responsive proposals (“Proposals”) for the procurement of 41 trailer cars and 19 cab cars with options for additional trailer cars and cab cars.

The anticipated funding breakdown for this procurement is as follows:

- Federal Transit Administration (FTA): 0%
- State of Connecticut (State): 100%

This RFP includes:

- Part 1, Instructions to Proposers;
- Part 2, Definitions;
- Part 3, Scope of Work;
- Part 4, Technical Specification;
- Part 5, Draft Contract; and
- Part 6, Price Proposal Form.

## **PART 1: INSTRUCTIONS TO PROPOSERS**

### **A. BACKGROUND OF CTrail PUSH-PULL PROCUREMENT**

CTDOT is replacing its single-level push pull trailer and cab car fleet currently used in CTrail Shore Line East and Hartford Line Services, and potentially in New Haven Branch Line Service. The successful Proposer, upon selection and finalization of a contract with CTDOT, will provide all design, engineering,

manufacturing, testing, commissioning, delivery, warranty, training, and all other services necessary, and all spare parts, tools, diagnostics, and test equipment, all as more particularly described in this RFP.

## B. RFP SCHEDULE AND SUBMITTAL DEADLINES

The schedule and submittal deadlines are set forth below in Table 1. CTDOT, at its sole discretion, reserves the right to modify the schedule and any submittal deadlines at any time by issuing an Addendum to the RFP.

**Table 1: RFP Schedule and Submittal Deadlines**

Release of RFP	April 30, 2020
Pre-Proposal Videoconference	June 12, 2020
Receipt of Questions (Round #1)	July 10, 2020
Answers to Questions posted as Addendum	August 7, 2020
Receipt of Questions (Round #2)	August 28, 2020
Answers to Questions posted as Addendum	September 18, 2020
Proposal Due Date	October 16, 2020
Notice to Proceed (NTP)	On or about January 15, 2021

## C. RFP QUESTIONS & ANSWERS, PROCESS INQUIRIES, AND ADDENDA

1. Questions regarding the RFP will be accepted in two rounds. The first round of questions must be submitted no later than 5 p.m. Eastern Daylight Time (“EDT”) on July 10, 2020, via email to CTDOT’s point of contact, Marci Petterson, Supervising Rail Officer, Connecticut Department of Transportation, Office of Rail, by email at [dot.trains@ct.gov](mailto:dot.trains@ct.gov). CTDOT will issue answers to all questions, by way of Biznet, the State’s contracting web portal at <https://biznet.ct.gov>, in the form of an Addendum to the RFP, by August 7, 2020, which will be publicly available.
2. The second round of questions must be submitted no later than 5 p.m. Eastern Daylight Time (“EDT”) on August 28, 2020 following the process outlined above for the first round of questions. Except as may otherwise be determined by CTDOT, no questions may be submitted to CTDOT after this deadline. CTDOT will issue answers to questions in the form of an Addendum to the RFP by September 18, 2020.
3. General inquiries regarding the RFP process shall be directed to Marci Petterson, by email at [dot.trains@ct.gov](mailto:dot.trains@ct.gov) or phone at (203) 497-3376, and to no other CTDOT staff.
4. CTDOT reserves the right to make revisions to the RFP and will issue any such revisions to the prospective Proposers by way of an Addendum posted to Biznet.
5. All RFP documents and any reference materials provided by CTDOT will be posted to Biznet and publicly available.

## **D. MANDATORY MEETING FOR PROSPECTIVE PROPOSERS**

CTDOT will hold a **mandatory** online meeting for prospective Proposers, which will be a mandatory prerequisite for submitting a Proposal. The meeting will be held at 2 p.m. EDT on June 12, 2020.

Prospective Proposers **must** register for the meeting via email to [dot.trains@ct.gov](mailto:dot.trains@ct.gov) by June 5, 2020 at 3 p.m. EDT. At least one (1) person or designated representative from a prospective Proposer shall be in attendance for the duration of this meeting. **Failure to attend the mandatory meeting shall disqualify the prospective Proposer from further participation in the RFP process.**

## **E. DELIVERY OF PROPOSAL**

Proposers shall submit:

- a. One (1) original and nine (9) copies of the Proposal (including one (1) original and two (2) copies of the completed Price Proposal Form pursuant to Section F.7 below), which shall all be placed in a sealed box or envelope upon which Solicitation #20CTRAIL-1, RFP title, and the name and address of Proposer's firm shall appear; and
- b. One (1) electronic (.pdf) copy via USB flash drive.

The electronic copy via USB flash drive and ten (10) copies, original and nine (9) copies, of the Proposals shall be delivered via courier (e.g., UPS, FedEx) or hand delivery addressed as follows:

Rail Administrator  
c/o Maria Rougeot  
CT Department of Transportation  
Office of Rail  
4 Brewery Street  
New Haven, CT 06511

Proposals must be received by CTDOT in both paper and electronic formats, as set forth above, no later than the submittal deadline of October 16, 2020 at 3:00 p.m. EDT, in order to be considered.

## **F. PROPOSAL REQUIREMENTS**

Proposals must not exceed five hundred (500) standard one-sided pages in length and must be typewritten in 12-point minimum font, and include the following information, in the following order, and structure.

1. Cover Letter. The cover letter shall include:
  - a. Name, title, address, email address, and telephone number(s) for:
    - i. One (1) or more individual(s) with authority to negotiate and contractually bind Proposer; and

- ii. One (1) individual designated by Proposer as the point of contact for CTDOT, including, but not limited to, for receipt via email or other electronic means of communication of any Addendum issued by CTDOT and for clarifications as to information provided in the Proposal.
    - b. Identification of Proposer entity. If a corporation, partnership, or limited liability company registered with the Connecticut Secretary of the State (“SOTS”) at the time of submitting a Proposal, Proposer must submit a current corporate, partnership, or company record print-out from the SOTS (which will **not** count toward the page limitation). Please note that the selected Proposer will be required to be registered with the SOTS as of the date Proposer executes its Contract with CTDOT.
    - c. Signature by an official authorized to bind Proposer.
- 2. Technical Proposal. The technical proposal shall provide details on Proposer’s technical solution. The technical proposal shall include, but not be limited to, detailed descriptions of the following:
  - a. Vehicle general arrangement, both exterior and interior, the number and types of doorways, and how the design complies with the Technical Specification (Part 4 of the RFP);
  - b. Carbody structure and the proposed materials to be used;
  - c. Cab front mask with conceptual views and details about the proposed materials to be used, proposed connection to the carbody structure, and ease of replacement;
  - d. Proposed trucks with respect to type of manufacture (cast/fabricated) and axle bearing configuration;
  - e. Friction brake system’s control and pneumatic system for each proposed supplier;
  - f. Doors and door control system for each proposed supplier;
  - g. General car layout of each type of vehicle identified in the Technical Specification, i.e., the cab cars and trailer cars, with emphasis on equipment lockers and seating areas;
  - h. Vehicle passenger capacity (in both number of seats and passenger standing area) for each type of vehicle as described in the Technical Specification;
  - i. Description of the mobilization plan;
  - j. Description of the approach for conducting the tests required pursuant to the Technical Specification and for incorporating FRA requirements for on-track qualification and service testing;
  - k. Description of how the Proposer will control the configuration of software and how this configuration control will be applied to installed equipment and parts;
  - l. Compliance Matrix. Proposer shall submit a proposed compliance matrix with respect to the Technical Specification, confirming compliance or stating exception to each component of the Technical Specification. With respect to any stated exceptions, Proposer shall state the

reason(s) for any Proposer's exceptions and describe the compatibility and interchangeability of Proposer's proposed substitution with existing equipment and components.

- m. A list, of both mandatory and recommended spare parts.
  - n. Description of all add-on components as outlined in the Technical Specification.
  - o. Post-Warranty Service and Support: Proposer shall submit a separate technical proposal for all requirements described in RFP Part 3 (Scope of Work) Section 12: Post-Warranty Service and Support (Option 5). The proposal shall include a detailed narrative on the Proposer's approach to the requirements listed in the Scope of Work. All material is to be furnished in accordance with the Technical Specification.
3. Project Schedule. The project schedule shall provide details on Proposer's suggested schedule. The project schedule shall include, but not be limited to, detailed descriptions of the following:
- a. Description of Proposer's planned approach and sequencing for cab and trailer car delivery; and
  - b. Proposed delivery dates.
4. Written description of Proposer's successful experience manufacturing FRA-compliant passenger rail cars, including, without limitation:
- a. Within the last five (5) years, specifically identifying any contracts for push-pull trailer/cab type equipment;
  - b. The entity for whom the rail cars were manufactured, and the total quantities delivered;
  - c. The locations and descriptions of the manufacturing facility(ies) where the abovementioned rail cars were manufactured; and,
  - d. The location(s) and description of the facility(ies) where proposing the work specified in this RFP will be performed.
5. Program management plan ("PMP"). Proposer's PMP shall contain, but not be limited to, the following:
- a. Critical Path Method (CPM) schedule in accordance with the Technical Specification. Proposer's CPM schedule shall include key events, including, but not limited to start of the design review program, and pilot and production car testing, production capacity, delivery and acceptance;
  - b. Proposer's organizational chart providing a definition of personnel responsibilities;
  - c. Proposer's organization chart providing a definition of personnel responsibilities and identifying key personnel;
  - d. Resumes for all key personnel listed, including appropriate subcontractor personnel;

- e. Description of the design team organization showing the management structure, various disciplines, and the interface among the disciplines;
  - f. Description of the design responsibility of the Proposer and major subcontractors (by name), and how the design work will interface among these groups;
  - g. Description of the approach for systems integration as required by the equipment being purchased, including Proposer's internal staff responsible for managing and assuring the integration of all systems into the total car design;
  - h. The Proposed location(s) and staffing of Proposer's program management office, manufacturing plant and final assembly plant, and with respect to each, description of the activities to be performed at these locations, and how activities and management responsibilities will be coordinated among these facilities;
  - i. Description of Proposer's planned approach for configuration management and safety certification of critical components, systems and subsystems, and the process to include technical changes into pre-delivery production cars, retrofit of delivered cars and required changes to maintenance and parts catalogs;
  - j. Description of the necessary technical capability to perform the work as described;
  - k. Statement that Proposer has the capacity to manufacture the rail cars specified in this RFP within the time specified;
  - l. Description of Proposer's approach to project management with respect to the work required under this RFP;
  - m. Percentages of project materials sourced in both Connecticut and the United States; and
  - n. Percentages of work to be performed in both Connecticut and the United States.
6. Quality Assurance Program. Proposers shall submit a Quality Assurance Program, including approach, organization, sample procedures, sample documentation, and feedback mechanisms. Particular attention shall be paid to describing Proposer's quality control/quality assurance role at the final assembly site.
7. Price Proposal. Proposers must include pricing within their Proposals by:
- a. Completing the Price Proposal Form provided in Part 6 of the RFP, in accordance with all instructions and requirements. Prices shall be provided in both numerical and written word formats.
  - b. Pricing for base order. Proposer to provide pricing for the base order rail cars, including site support, warranty, and all deliverables.
  - c. Pricing for add-on components. Proposer shall provide per unit pricing for the following add-on components:

- i. Side Door Status Indicators in accordance with Chapter 8.12 of the Technical Specification.
- ii. Forbo Flotex Flooring in accordance with Chapter 9.06.03 of the Technical Specification.
- iii. Automatic Passenger Counting System in accordance with Chapter 12.05.09 of the Technical Specification.

If CTDOT elects to include any of these add-on components in the rail car design, the Proposer's unit price for the applicable add-on component(s) will be added to the unit price of all rail cars, including the base order rail cars, and if any so exercised, the option rail cars.

- d. Pricing for Option Work. Proposer shall provide pricing for the following options that may be exercised by CTDOT:
    - i. Option 1: Provision of eight (8) trailer cars and four (4) cab cars in accordance with Part 3, Scope of Work.
    - ii. Option 2: Provision of twelve (12) trailer cars and three (3) cab cars in accordance with Part 3, Scope of Work.
    - iii. Option 3: Provision of thirteen (13) trailer cars and two (2) cab cars in accordance with Part 3, Scope of Work.
    - iv. Option 4: Provision of twenty-six (26) trailer cars and four (4) cab cars in accordance with Part 3, Scope of Work.
    - v. Option 5: Initial ten-year period of Post-Warranty Service and Support in accordance with Part 3, Scope of Work.
    - vi. Option 6: Second ten-year period of Post-Warranty Service and Support in accordance with Part 3, Scope of Work.
  - e. Proposer shall furnish a list, including prices for capital spare parts.
  - f. Submitting the completed original and two (2) copies of the Price Proposal Form and supporting documentation in a sealed envelope labeled (paper version) and as a separate PDF file named (electronic version) "Price Proposal." The Price Proposal Form and supporting documentation does **not** count toward the Proposal page limitation.
8. Bonding: With its Proposal, Proposer shall submit proof of bonding commitments certifying that Proposer is capable of meeting all bonding requirements set forth in the Contract. Bonding commitment documentation will not be counted toward Proposal page limitation. Failure to submit bond commitment documentation satisfactory to CTDOT, may result in your Proposal being deemed nonresponsive and remove it from the evaluation process, at CTDOT's sole discretion. If Proposal is selected for award by CTDOT, Contractor shall provide updated bond commitment documentation pursuant to the Contract. Failure to submit such updated documentation to CTDOT's satisfaction may result in CTDOT revoking the award and re-awarding to next highest scoring Proposer.

9. Forms: The following forms shall be completed, properly signed and submitted as part of the Proposal, but will **not** count towards the page limitation:
- a. State of Connecticut Office of Policy and Management (“OPM”) Ethics Form 5; and
  - b. OPM Form 7.

Both forms are available at:

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

## G. PROPOSAL EVALUATION

The CTDOT selection committee will evaluate and score the Proposals submitted using a best value selection process, based on the combination of price and qualitative components. Qualitative components may include technical design, technical approach, quality of proposed personnel, and/or management plan. The best value selection is based upon consideration of a combination of technical and price factors to determine the Proposal deemed most advantageous and of the greatest value to CTDOT.

The evaluation will include a review of all Proposal submittals, required forms and certifications as detailed in Table 2 below.

The evaluation criteria and the maximum number of points awarded by the selection committee for each of the criteria are identified in the Table 2 below.

**Table 2: Proposal Evaluation Criteria**

Evaluation Criteria		Maximum Points
A.	Business Information / History	10
B.	Technology	10
C.	Economic Recovery	20
D.	Qualifications	10
E.	Service/Warranty	10
F.	Price <sup>1</sup>	20
G.	Schedule	20
<b>“Total Score” (A+B+C+D+E+F+G)</b>		

*1 – The Price Proposal with the lowest total Base Order Pricing will receive the maximum of twenty (20) points. The remaining higher priced Proposals will receive fewer points based on the following formula:*

*“Price Score” = Lowest proposed price for total cost ÷ proposed price for total cost X 20*



CTDOT at its sole discretion will select Proposer with the highest Total Score to progress to the post-selection process.

## **H. POST-SELECTION PROCESS**

### **1. Negotiations and Modification of Contract Documents**

- a. CTDOT may conduct negotiations with the selected Proposer regarding any remaining issues pertaining to scope, schedule, financing, or other items as needed to complete the negotiation process.
- b. CTDOT will make such modifications to the Contract as it may determine, in the exercise of its sole discretion, to be necessary to fully incorporate the negotiated terms, to correct any inconsistencies, ambiguities, or errors that may exist, and to clarify Contract terms, including technical requirements, if any such changes are needed or desired by CTDOT in its sole discretion.
- c. If, at CTDOT's sole discretion, it determines that the selected Proposer is not responsive to the negotiation process, or that the parties will be unable to reach a mutually-acceptable Contract, CTDOT may terminate negotiations with the selected Proposer. At CTDOT's sole discretion, negotiations may also be terminated if negotiations are not concluded or acceptable progress made within thirty (30) days after selection of the selected Proposer. CTDOT, at its sole discretion, will then continue the process of negotiation with the next highest-ranked Proposer until CTDOT either successfully negotiates the Contract or cancels the selection process.

### **2. Execution of the Contract and Delivery of Required Documents**

- a. Within ten (10) business days of the date of the delivery of the finalized Contract by CTDOT to the selected Proposer, or other period of time as may be established by CTDOT in writing, the selected Proposer must execute two (2) originals of the Contract and any associated documents, and return them to the CTDOT Rail Administrator along with other required submittals, including:
  - i. Insurance certificate(s) evidencing the required insurance and insurance coverages required pursuant to the Contract;
  - ii. Any required updates to the bonding commitment documentation; and
  - iii. Required OPM Ethics and Nondiscrimination forms.
- b. Within 20 days of NTP, the selected Proposer must provide all bonding required pursuant to the Contract.

- c. In the event the selected Proposer fails to meet the deadline or fails to submit the required documentation described in this section, CTDOT may, at its sole discretion and without limitation, eliminate the selected Proposer from further consideration.

## **I. NOTICES AND ADDITIONAL REQUIREMENTS**

1. If there is a Small Business Enterprise (“SBE”) set-aside percentage assigned, such percentage and associated requirements are set forth in the Contract.
2. In accordance with Connecticut General Statutes (“CGS”) § 4-252 and § 4a-81, firms submitting a Proposal, if selected, must complete the OPM Ethics Form 1 (Gift and Campaign Contribution Certification), Form 5 (Consulting Agreement Affidavit), and Form 7 (OPM Iran Certification Form 7) prior to the Contract execution. Any Proposer that does not complete the forms shall be disqualified. Further information on these requirements can be obtained online at <http://www.ct.gov/opm/> via the Forms link and the Ethics Affidavits & Certifications for State Contracts link.
3. For all State contracts, as defined in CGS § 9-612(f)(1) having a value in a calendar year of fifty thousand dollars (\$50,000) or more or a combination or series of such agreements or contracts having a value of one hundred thousand dollars (\$100,000) or more, the authorized signatory of the Proposal expressly acknowledges receipt of the State Elections Enforcement Commission’s Notice titled “Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations” (hereinafter, solely for the purposes of this section J(3), referred to as “Notice”) advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice. The Notice can be found online at [www.ct.gov/SEEC](http://www.ct.gov/SEEC) by clicking on the Forms link and then the Contractor Reporting Forms link. The Notice is hereby made a part of this RFP.
4. Prior to the execution of the Contract, the selected Proposer must submit to CTDOT its Affirmative Action Plan for any work performed in the United States.

## **J. CONDITIONS OF THE RFP PROCESS & RIGHTS RESERVED TO CTDOT**

1. Conformance with statutes - Any Contract executed as a result of this RFP shall be in full conformance with the statutory requirements of the State of Connecticut (“State”) and the Federal Government.
2. Ownership of Proposals - All Proposals in response to this RFP are to be the sole property of CTDOT and are subject to the provisions of CGS § 1-210 (Freedom of Information Act).
3. Oral agreements - Any alleged oral agreements or arrangements made by a Proposer with any agency or employee will be superseded by the written Contract.
4. Amending or canceling requests - CTDOT reserves the right to amend or cancel this RFP prior to or after the submittal deadline, if it is in the best interests of CTDOT or the State, as determined by CTDOT in its sole discretion.
5. Rejection for misrepresentation - CTDOT reserves the right to reject any Proposal that includes any misrepresentation.

6. Rejection for substantial incompleteness - CTDOT reserves the right to reject without evaluating and scoring any Proposal which is substantially incomplete, as determined by CTDOT in its sole and reasonable discretion.
7. CTDOT's clerical errors - CTDOT reserves the right to correct inaccuracies resulting from its clerical errors in this RFP.
8. Rejection of qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP.
9. Changes and Clarifications to Proposal - No additions or changes to the original Proposal will be allowed to be submitted by Proposers after the RFP deadline except as may be allowed in implementing this Part 1. While such additions or changes are not permitted, DOT reserves the right to request clarifications on the Proposals, which Proposer must provide, at Proposer's expense, in order to continue in the RFP process.
10. Collusion - By submitting a Proposal, Proposer represents that its Proposal is not made in connection with any competing Proposer submitting a separate Proposal, and its Proposal is in all respects fair and has not been subject to collusion or fraud. Proposer further represents that Proposer did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in Proposer's Proposal preparation.
11. Suspension or Debarment – Proposer acknowledges and agrees that suspended or debarred contractors, subcontractors, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
  - a. The signature on the Proposal by the Contractor shall constitute certification that to the best of its knowledge and belief Proposer or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
    - i. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - ii. Has not, within the prescribed statutory time period preceding the submission of its Proposal been convicted of or had a civil judgment rendered against him/her 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;
    - iii. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

- iv. Has not, within a five-year period preceding the submission of its Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.
  - b. Where Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to its Proposal.
  - c. Proposer agrees to ensure that the following certification be included in each subcontract for Work under the Contract to which it enters, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders that its subcontractor enters into for Work under the Contract:
    - i. The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
    - ii. Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 12. CTDOT reserves the right to award the Work in part, to reject any and all Proposals in whole or in part, and to waive defects, irregularities, and omissions if, in its sole judgment, the best interest of the State will be served.
- 13. CTDOT reserves the right to modify, add to, or delete anything in this RFP at any time during the selection process and/or the negotiation process, when it is deemed by CTDOT to be in the best interest of the State to do so.
- 14. CTDOT reserves the right to:
  - a. Award the Contract to Proposer with the highest Total Score;
  - b. Negotiate a final Contract with that highest scoring Proposer if, in the CTDOT's sole discretion, negotiations are necessary;
  - c. Enter negotiations with the second highest scoring Proposer if CTDOT cannot reach agreement with that highest scoring Proposer; Repeat this process, if necessary, with other Proposers;
  - d. Cancel this process and/or initiate a new RFP process; and
  - e. Correct any inconsistencies, ambiguities, or errors that may exist in the Scope of Work or Contract and to clarify Contract terms, including technical requirements, if any such changes are needed or desired by CTDOT.

## **K. STANDARD RFP TERMS AND CONDITIONS**

1. All Proposals shall be signed by a person duly authorized to sign proposals on behalf of Proposer.

2. Pursuant to CGS § 12-412, the State is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the Price Proposal.
3. As described below, the Commissioner of CTDOT may withhold from public disclosure any Proposal until the completion of the procurement process. However, upon receipt by CTDOT, the Proposal is considered a public record or file, subject to the Freedom of Information Act ("FOIA"). Accordingly, each Proposer shall identify any and all information that it considers to be confidential as proprietary or trade secret. Those particular sentences, paragraphs, pages or sections that 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 CGS §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 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 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. CGS §, s 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 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, 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.

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

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

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

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

4. Performance bonds are required, as more particularly described in the Contract. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation, with the signature placed above their official title and the corporate seal affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are “doing business as”; Individual - must be signed by the owner and indicated as “Owner”. The surety company executing the bond or countersigning must be licensed in Connecticut, and the bond must be signed by an official of the surety company with the corporate seal affixed over his or her signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.
5. CGS § 4a-81 requires that this solicitation include a notice of the consulting affidavit requirements described in the statute. Accordingly, pursuant to CGS § 4a-81, Proposers are notified as follows:
  - a. No state agency or quasi-public agency shall execute a contract for the purchase of goods or services, which contract has a total value to the State of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.
  - b. (1) The chief official of Proposer awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, State or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any

executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the CGS concerning the State's Codes of Ethics, as of the date such affidavit is submitted.

(2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement.

(3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former State employee or public official. If the consultant is a former State employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated.

(4) Such affidavit shall be updated no later than thirty (30) days after the effective date of any such change contained in the most recently filed affidavit or upon submittal of any new Proposal, whichever is earlier.

- c. If a Proposer refuses to submit the affidavit required under subsection (b) of this section, then CTDOT shall not award the contract to such Proposer and shall award the contract to the next highest ranked Proposer or seek new Proposals.

6. CGS § 4-252 requires that the RFP, of which these terms and conditions are a part, include a notice of the vendor certification requirements described in that statute. Accordingly, pursuant to the CGS § 4-250, vendors are notified as follows:

- a. The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in CGS § 4-252.
- b. No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in CGS § 4-522. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.
- c. Any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a large State contract shall certify on such forms as the State shall provide:
  - i. That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiated State contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participates substantially in preparing bids, proposals or

- negotiating State contracts, to (a) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of state contracts, or (b) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- ii. That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and
  - iii. That the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person.
- d. Any bidder or Proposer that does not make the certification required under CGS § 4-252 shall be disqualified and the State agency or quasi-public agency shall award the contract to the next highest ranked Proposer or the next lowest responsible qualified bidder or seek new bids or proposals.
  - e. Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a large state contract a notice of the certification requirement of CGS § 4-252.
7. With regard to a State contract as defined in CGS § 9-612 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 State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Schedule E of the Draft Contract (Part 5 of the RFP).
  8. The successful Proposer must execute and deliver a nondiscrimination affidavit or resolution using the applicable form available from available from the website of the Office of Policy and Management at: [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806) at the time that it executes the Contract. The execution and submittal of this affidavit or resolution is a condition precedent to CTDOT executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.
  9. This RFP is not an agreement and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which Proposals are solicited. Part 5 of this RFP is a Draft Contract and it is included in this RFP for informational purposes only in order to show the agreement provisions that CTDOT requires for the Contract that may result from this RFP. The successful Proposer shall be bound by the terms and conditions of the Draft Contract, as



it may be modified by agreement of the parties. After CTDOT selects a Proposer, CTDOT will deliver a final Contract with any updated language and finalized Schedules and attachments to the successful Proposer. At most, minimal negotiations will be entered into by CTDOT regarding provisions set forth in the Contract. If, for whatever reason, CTDOT and the initial Proposer fail to reach consensus on the issues relative to a Contract, then CTDOT may terminate negotiations with the initial Proposer and commence Contract negotiations with other Proposers.

10. The finalized Contract 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 Contract. Once effective, the Contract itself is not an authorization for the Contractor to begin performing Work. The Contractor may begin to perform Work, or a respective portion of the Work, only after it has received from CTDOT a written NTP for the Work or a respective portion of the Work. The commencement of performance without a written NTP is prohibited and done so at the Contractor's own cost and risk.