

CONNECTICUT DEPARTMENT OF TRANSPORTATION

**REQUEST FOR PROPOSAL
FOR
THE SALE OF MOBILE BUS FARES IN EXISTING
PASSENGER-SIDE DIGITAL FARE PAYMENT
APPLICATIONS & SUPPORTING SERVICES**

SOLICITATION #2021-CTDOT-BUS

OCTOBER 9, 2020



**Prepared by:
Connecticut Department of Transportation
Bureau of Public Transportation**

TABLE OF CONTENTS	PAGE
1. SCOPE & REQUIREMENTS	3
2. RFP DEFINITIONS AND ABBREVIATIONS	3
3. RFP SCHEDULE AND SUBMITTED DEADLINES	5
4. RFP QUESTIONS & ANSWERS, PROCESS INQUIRIES, AND ADDENDA	5
5. DELIVERY OF PROPOSAL	6
6. PROPOSAL REQUIREMENTS	6
7. PROPOSAL EVALUATION	7
8. CONDITIONS OF THE RFP PROCESS & RIGHTS RESERVED TO CTDOT	7
9. STANDARD RFP TERMS AND CONDITIONS	10
10. STATE of CT AGREEMENT REQUIREMENTS	10

RFP ATTACHMENTS:

- A. SCHEDULE A - CTDOT ADMINISTRATIVE AND STATUTORY REQUIREMENTS
- B. BUS FARES INFORMATION

REQUEST FOR PROPOSAL FOR THE SALE OF MOBILE BUS FARES IN EXISTING PASSENGER-SIDE DIGITAL FARE PAYMENT APPLICATIONS & SUPPORTING SERVICES SOLICITATION #21CTBUS1

The Connecticut Department of Transportation (“CTDOT”) issues this Request for Proposal (“RFP”) to solicit responsive proposals (“Proposals”) for the sale of mobile bus fares in existing passenger-side digital fare payment applications (“Service”).

1. SCOPE & REQUIREMENTS

1.1 General Information & Definitions

CTDOT will offer its passengers the ability to purchase certain bus fares within Proposer’s existing digital fare payment platforms and display of the digital fare on the customer’s mobile device. Throughout this RFP, the following definitions and acronyms shall apply:

Included in RFP	Definitions
ADA	Americans with Disabilities Act
CTDOT	Connecticut Department of Transportation
FOIA	Freedom of Information Act
OPM	Office of Policy and Management
RFP	Request for Proposal
SOC2 compliance	Service Organization Control 2
SOTS	Connecticut Secretary of the State
Ticket Products	Transit fares or passes available to passengers

The Service will provide CTDOT customers with the ability to purchase, and display to the operator for validation, Ticket Products within a digital fare platform or mobile ticketing application.

The Service shall be scalable and able to incorporate new technologies to improve fare collection, trip planning, wayfinding, customer service and customer satisfaction.

The Service includes:

- selling the specified mobile fares within a passenger account-based mobile ticketing application compatible with iOS and Android devices (that customers must download to their personal devices).
- generate a mobile ticket stored in customer's account for display within the app.
- providing technical support and customer service to customers with respect to mobile ticket purchases.

The Contractor shall work with CTDOT to identify the information and reports needed for ridership reporting. CTDOT will provide trip and route information needed by the provider to extract the ridership data. The Contractor shall also provide customer data such as the locations of the boarding and exiting buses.

The Contractor shall provide the necessary bus validation features.

1.2 Fares

- Ability for customers to purchase any Two-Hour Pass (single fare) in third party applications.
- Ability to provide a proof of purchase (either visual or read by the farebox) which shows the 2 hours of active ridership with a \$1.75 purchase.
- Demonstrate the capability to provide a \$1.75 adult fare (and \$0.85 reduced fare), which is active for a 2-hour period with unlimited local transfers. Fares information available here: <https://www.cttransit.com/fares>
- Ability to offer full fare and reduced fare products.
- Manage the online transaction process, from start to finish.

1.3 Revenue processing, handling and reporting requirements

- The proposer is required to use the State's contracted credit card servicing company for all credit card purchased transactions.
- The proposer, relative to the depositing of State revenue from the fare media sold, is required to comply with Connecticut General Statute, Section 4-32 – State Revenue Accounting.
- The proposer is required to produce and provide regular revenue reports to the State that reconcile to the deposits of fare revenue in the State's bank account.

1.4 Technical Requirements

- Manage integration with third party applications, for example, "Google Maps", "Google Pay", "Transit App", "Moovit", etc.
- Display fare media on customer's mobile app device.
- Require generation of a 2D barcode that can interface with the existing fare collection project.

1.5 Customer Service

- Provide the customer with a receipt for Ticket Products purchased in third party app.
- Ability for customers to dispute charges.
- Ability for customers to cancel an ordered pass and receive a reimbursement.
- Support customer questions about charges and other corrective actions.
- Support sales discounts and promotions.

1.6 ADA Compliance

- The System shall be in compliance with the U.S. Department of Transportation’s ADA requirements.

1.7 Reporting and Settlement

- Standard and ad hoc reports are essential to CTDOT in providing ridership data, helping customer service issues and settling accounting records.
- The Service shall have the capability of logging details about the mobile app use in order to provide reporting. The reports shall be user friendly. Report requirements will include, but not limited to ridership use and sales.

1.8 System Safety and Security

- Implement security measures utilized in visual verification tickets.
- Manage all security measures in place for reduced fare tickets (i.e. proof of eligibility).
- Responsible for the technical backend that protects from hackers, the online transactions.
- Work closely with SOC2 compliant services.

2. 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	Friday, October 9, 2020
Receive Notice of Intent to Propose through:	Friday, October 16, 2020 by 2:00 p.m. (E.D.S.T.)
Deadline for Submission of Questions	Friday, October 23, 2020
Answers to Questions posted as Addendum	Thursday, November 5, 2020
Proposal Due Date	Thursday, December 3, 2020 by 2:00 p.m. E.S.T.
Notification to selected Proposer(s) estimated	On or about Thursday, January 14, 2021
Finalization of Agreement & Notice to Proceed (NTP) issuance	On or about Thursday, July 1, 2021

3. RFP QUESTIONS & ANSWERS, PROCESS INQUIRIES, AND ADDENDA

3.1 Questions regarding the RFP must be submitted no later than 5 p.m. Eastern Daylight Time (“EDT”) on Friday, October 23, 2020, via email to CTDOT’s point of contact:

Tricia Chastanet
Connecticut Department of Transportation

Office of Transit and Ridesharing
DOT.Transit@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 Thursday, November 5, 2020.

- 3.2 General inquiries regarding the RFP process shall be directed to Tricia Chastanet, by email at DOT.Transit@ct.gov or phone at (860) 594-2838, and to no other CTDOT staff.
- 3.3 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.
- 3.4 All RFP documents and any reference materials provided by CTDOT will be posted to Biznet and publicly available.

4. DELIVERY OF PROPOSAL

Proposers shall submit its Proposal in electronic PDF format delivered by email to DOT.Transit@ct.gov and four (4) hard copies mailed to address:

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

Proposals must be received by CTDOT, as set forth above, no later than the submittal deadline of Thursday, December 3, 2020 at 2:00 PM EST, in order to be considered.

5. PROPOSAL REQUIREMENTS

Proposals must not exceed 20 standard one-sided pages in length, using Arial or Tahoma font size 12, and include the following information, in the following order, and structure.

- 5.1 Cover Letter. The cover letter shall include number(s) for:
 - (a) name, title, address, email address, and telephone One (1) or more individual(s) with authority to negotiate and contractually bind Proposer; and
 - (b) name, title, address, email address, and telephone One (1) individual designated by Proposer as the point of contact for CTDOT, including, but not limited to, for receipt via email of any notices issued by CTDOT and for clarifications as to information provided in the Proposal.
 - i. 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.

5.2 Technical Proposal. The technical proposal shall provide details on Proposer's technical approach to deliver the solution/scope of services. The technical proposal shall include, but not be limited to, detailed descriptions of the following:

- (a) Description of the approach for the purchase of mobile bus fares in its existing mobile application or digital fare platform.
- (b) Description of how this service will deliver high-quality customer service. Explain the online transaction process, from start to finish.
- (c) Schedule for implementation of approach/solution.
- (d) Description of Proposer's successful experience providing solution to other transit agencies/authorities. If currently on any other State or Federal contracts for similar products and/or services, provide a list of contracts that identifies the entity that administers your contract (State, or Federal Agency) the name and number of the contract, a brief description of the products/services provided and a link to the contract, if possible.
- (e) Exceptions. Proposer shall submit a list of any exceptions. Proposer shall state the reason(s) for any Proposer's exceptions and describe any equivalent or alternative approaches proposed

5.3 Pricing Proposal. Proposers must include pricing for delivering the service.

5.4 Terms and Conditions. Proposers must include any terms and conditions that it seeks to be included in a final agreement, if its Proposer is selected by CTDOT. Proposers must submit any comments on the State of Connecticut draft agreement/required provisions set forth in Section 8.

5.5 State of Connecticut Office of Policy and Management ("OPM") Ethics 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. OPM 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

6. PROPOSAL EVALUATION

6.1 General: 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.

6.2 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) Technology (45%)
- (2) Cost (20%)
- (3) Qualifications (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 (5%) Each firm is encouraged to give a description of any additional services or products not previously described that can be offered to the Department.

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.

7. CONDITIONS OF THE RFP PROCESS & RIGHTS RESERVED TO CTDOT

7.1 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.

7.2 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).

7.3 Oral agreements - Any alleged oral agreements or arrangements made by a Proposer with any agency or employee will be superseded by the written Contract.

7.4 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.

7.5 Rejection for misrepresentation - CTDOT reserves the right to reject any Proposal that includes any misrepresentation.

7.6 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.

7.7 CTDOT's clerical errors - CTDOT reserves the right to correct inaccuracies resulting from its clerical errors in this RFP.

7.8 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.

7.9 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. 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.

7.10 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 CTDOT employee participated directly or indirectly in Proposer's Proposal preparation.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

8. STANDARD RFP TERMS AND CONDITIONS

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

8.2 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.

8.3 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.”

8.4 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.

8.5 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:

- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

8.6 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.

8.7 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 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.

8.8 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. Schedule A of this RFP includes provisions that CTDOT requires for the agreement that may result from this RFP. After CTDOT selects a Proposer, CTDOT will deliver a final agreement to the successful Proposer and minimal negotiations will be entered into by CTDOT and Proposer regarding an agreement. If, for whatever reason, CTDOT and the initial Proposer fail to reach consensus on the issues relative to an agreement, then CTDOT may terminate negotiations with the Proposer. The finalized 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.