

**Housatonic Area Regional Transit  
(HARTransit)**



**Request for Proposals  
November 30, 2020  
Intelligent Transportation System  
For Fixed Route Services  
RFP# \_2021-01  
Proposal Due Date January 8, 2021**

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## **Section 1: Solicitation Notice**

### **1.1 Notice**

Notice is hereby given that Housatonic Area Regional Transit (HARTransit) has released Request for Proposals RFP 2021-01 for a fully featured, turn-key intelligent transportation system (ITS) that includes Computer Aided Dispatch (CAD), Automatic Vehicle Location (AVL), Automated Voice Annunciation (AVA), Mobile Data Terminals (MDT), a website-based and a mobile app for live tracking of buses by users, data reporting, and integration with existing on-board systems including internal and external signage, radio, and farebox systems. Proposals shall include separately priced options for Automatic Passenger Counting (APC) with associated data reporting and a Dynamic Passenger Information (DPI) or “Infotainment” system.

Proposals are due at **12:00 PM EST on January 18, 2021.**

### **1.2 Communications with HARTransit**

Upon release of this RFP, all communications concerning this procurement must be directed to:

Richard Schreiner  
CEO  
HARTransit  
62 Federal Road  
Danbury, CT 06810  
(o)203-744-4070  
(f) 203-744-0764

### **1.3 Submission of Proposals**

Proposals shall be prepared as described in Section 3 of this RFP.

Proposals shall be sent via e-mail in PDF format to:

Richard Schreiner ricks@hartransit.com

### **1.4 Schedule**

- RFP issued: November 30, 2020
- Pre-bid meeting (virtual): December 7, 2020
- Clarifications/questions due: December 11, 2020
- Proposals due: January 8, 2021
- Virtual Interview: week of January 18, 2021
- Board of Directors Award: February 17, 2021

### **1.5 Nonresponsive Proposals**

HARTransit reserves the right to reject as non-responsive any proposal which is incomplete, obscure, or does not address the full scope of work, or for any reason at HARTransit's discretion.

### **1.6 Late, Modified, or Withdrawn Proposals**

The time of receipt at HARTransit is the time/date indicated on the e-mail. Late submittals will be considered non-responsive.

Modification of the proposal will be considered if submitted before the date and time proposals are due.

Proposals may be withdrawn before the deadline date and time. No proposal may be withdrawn afterwards unless a contract is not executed within ninety (90) days.

### **1.7 Pre-contractual Expenses**

HARTransit will not be responsible for any expenses incurred in preparing, submitting, or negotiating this proposal.

## **1.8 Pre-bid Meeting**

The HARTransit project team will be available to answer questions during a virtual pre-bid meeting at a time and date as indicated in Section 1.4. Please send an e-mail to the officer listed in Section 1.2 to state your interest in attending the pre-bid meeting. HARTransit will also provide answers to questions raised in the meeting as Addenda.

## **1.9 Requests for Clarification**

All questions and requests for clarification must be submitted via e-mail to the officer listed in Section 1.2 no later than the date listed in Section 1.4. HARTransit will provide responses as Addenda.

## **1.10 Addenda**

Please send an e-mail to the officer listed in Section 1.2 to state your interest in submitting a proposal and to receive any issued Addenda.

## **1.11 Public Disclosure of Information**

Access to HARTransit records is governed by the Connecticut Freedom of Information Act (FOIA). Under the FOIA, most HARTransit records or files are available to the public for inspection or copying. Any proprietary information, trade secrets and confidential commercial and financial information should be specifically identified and marked as such, if the bidder feels it should be exempt from disclosure. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

HARTransit will notify the bidder as soon as is practicable if a request is made by an outside party to examine the bidders's proposal. The FOI requires HARTransit to respond within four business days of a request for information. The bidder must respond to HARTransit within that time and specifically identify any proprietary, trade secret, or confidential commercial information in its proposal that it wishes withheld from disclosure. The Bidder shall indemnify HARTransit's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

HARTransit shall employ sound business practices no less diligent than those used for HART's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Bidders in response to this RFP.

## **1.12 Protest procedures**

Bid/Proposal Protest Procedure - This procurement is being conducted in compliance with FTA Circular 4220.1F, as amended, and all applicable Federal, State and local procurement regulations. As required by Federal Regulation, any protests arising under this RFP shall be handled through the District's protest procedures. This section details protest rights and discusses a process and deadlines by which protests must be submitted.

General - Protests will only be accepted by the District from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The District will consider all such protests, whether submitted before or after the award of a contract. The District does not intend to allow the filing of bid protests to unnecessarily delay the procurement process. All protests must be in writing and conform to the following requirements:

1. Be concise and legally arranged;
2. Provide name, address and telephone numbers of protester;
3. Identification of the solicitation or contract number;
4. Provide a clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents; and
5. Provide a statement as to what relief is requested.

Protest Before Award - Protests before award must be submitted within fourteen (14) business days prior to proposal opening, which will include protests addressing the adequacy of the RFP's pre-award procedure, Instruction to Bidders, General Terms and Conditions, Specifications and Scope of services. If the written protest is not received by the time specified, the bid or evaluation process shall continue. Thereafter, all issues and appeals are deemed waived by all interested parties.

The District will determine if the bid opening should be postponed. If the bid opening is postponed, the District will contact Bidders who have been furnished a copy of the proposal/bid notifying them that a protest has been filed and that bid opening is postponed

until a final decision is issued. Any appropriate agenda will be issued regarding a rescheduling of the bid opening.

Protest After receipt of proposals - When a protest against the making of an award is received, and whose bids might become eligible for award, Proposers may submit a protest, within five (5) business days, conforming to the method detailed in the "General" section above. Award of a contract will be suspended for five (5) business days after the matter is resolved. The District reserves the right to proceed in contract award if it is determined that:

- The items to be procured are urgently requested; or
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award otherwise causes undue harm to the District, the State of Connecticut or the Federal Government.

In the event that the District determines that an award is to be made during the five (5) day period or during the pendency of a protest, the Federal Transit Administration (FTA) will be notified prior to the making of the award. FTA reserves the right not to participate in such procurements.

Protest After Award - Protest against an award must be filed with the District within five (5) full working days immediately following the award. This protest shall conform to requirements of the "General" section above. Thereafter, such issues are deemed waived by all interested parties. If it appears that the award may be invalidated and a delay in receiving the supplies or service is not prejudicial to the District's interest, the District shall by a mutual agreement with the contractor, suspend performance on a no-cost basis.

The District Decision on the Protest - The District's Chief Executive Officer or his/her designee will evaluate and make a decision with regard to the protest. Following an adverse decision by the District, the protester may file a protest with the Federal Transit Administration (FTA).

Federal Transit Administration (FTA) Review of Protest - Reviews of protests by FTA will be limited to projects with federal funding and a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest or there is a violation of Federal Law or regulation. The cognizant FTA Regional or Headquarters Office must receive an appeal to FTA, with a copy to the District, within five (5) working days, of the date the protester knew or should have known of the violation. Protesters shall include the District's project/solicitation number, a statement of the grounds for protest and all supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures. The complaint process, stated within that law or regulation, will handle violations of Federal law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

Judicial District - The laws of the State of Connecticut shall govern this RFP and any subsequent Contract. The venue for any litigation arising from this RFP or Contract shall lie in Fairfield County, Connecticut.

## **Section 2: Scope of Work**

### **2.1 Overview**

HARTransit is seeking proposals from qualified vendors for a fully featured, turn-key intelligent transportation system (ITS) for a fleet of Gillig, Ford/Goshen, and Ford/StarTrans buses. The system should include the following features:

- Fixed Route Computer Aided Dispatch (CAD)
- Fixed Route Automated Vehicle Location (AVL)
- Fixed Route Automated Voice Annunciation (AVA) to enable destination announcements, next stop announcements, transfer announcements and on-board visual displays
- Mobile Data Terminals (MDT)
- Mobile and web-based apps for live tracking of buses by users
- A data management system for storage, query, and reporting of fixed route AVL data such as on time performance and running times.
- Integration with existing on-board systems enabling single point sign-on for internal and external signage, radio, and farebox systems.
- Publication of data for GTFS and other third-party customer information apps

Proposals shall include two separately priced options, one for Automatic Passenger Counting (APC) with associated data reporting and the other for a Dynamic Passenger Information (DPI) or “Infotainment” system.

### **2.2 Agency Information**

HARTransit will require AVL equipment installed on a fleet of twenty-eight (28) transit buses and twenty-three (23) cut-away style buses currently in service, as well as six (6) cut-away style buses in production. The cut-away style buses are primarily used for paratransit service on a reservation basis, but some are used for fixed route service and some switch between paratransit and fixed route operation during the day. Excluding buses that will be retired before the new AVL system is installed, the fleet roster is described below:

<b>Bus Number</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Year</b>
200-211	Gillig	G27B102N4	2014
1895	Gillig	G27E102N2	2014
300-304	Gillig	G27B102N4	2017
400-409	Gillig	G27B102N4	2019
11-13, 15-18	Ford/Goshen	GCII	2013
19-25	Ford/Goshen	GCII	2014
28-32	Ford/Goshen	GCII	2016
38-41	Ford/StarTrans	Senator	2017
TBD (6 units)	Ford/StarTrans	Senator	2020 (December)

The HARTransit fixed route system consists of eight routes (known as CityBus), three night and weekend routes (known as LOOPS), and four commuter routes (train station shuttles and a commuter connection) serving about 545 bus stops in Danbury, CT and the surrounding region, including selected MTA Metro-North Railroad train stations in the States of Connecticut and New York. During ice and snow events HARTransit sometimes activates “snow routes” that are variations on the regular routes.

HARTransit’s fleet is currently equipped with GPS-based vehicle location devices provided by US Fleet Tracking. This HARTransit owned equipment is hard wired, not battery operated, and is supported by the vendor through a month to month service contract. It is anticipated that this equipment will be removed from the Gillig transit style buses after the new AVL system is fully functional. HARTransit will retain the equipment, may use it on non-revenue vehicles, and plans to use it on the cut-away style buses primarily or sometimes used for paratransit service.

HARTransit’s entire fleet is also equipped with an on-board camera system provided by Seon, a division of Safe Fleet. This equipment includes GPS antennas and Wi-fi capability.

All HARTransit buses are equipped with an on-board PA system and Motorola two-way radios. However, since radio system coverage is incomplete, some drivers are provided with cell phones. It is anticipated that the new AVL system will rely upon cellular communications. Other on-board equipment such as farebox and destination sign varies by fleet type, as shown in the following table:



<b>Bus Number</b>	<b>Farebox</b>	<b>Destination Sign</b>	<b>Stop Request Sign</b>	<b>PA System</b>
200-211	GFI Odyssey	Twinvision	Backlit	REI
1895	GFI Odyssey	Twinvision	Backlit	REI
300-304	GFI Odyssey	Hanover	Backlit	REI
400-409	GFI Odyssey	Hanover	Backlit	REI
15, 16	Drop box*	Luminator Mobilite	Backlit	Mobilpage JPA 600
11-13,	Drop box	None	None	Mobilpage JPA 600
21, 22	Drop box*	Luminator Mobilite	Backlit	Mobilpage JPA 600
17-20, 23-25, 31	Drop box	None	Backlit	Mobilpage JPA 600
28-30, 32, 38, 39	Drop box	None	None	Mobilpage JPA 600
40, 41	Drop box	None	Backlit	Mobilpage JPA 600
TBD (4 units)	Drop box	None	Backlit	Mobilpage JPA 600
TBD (2 units)	Drop box	None	None	Mobilpage JPA 600

*\*buses equipped with magnetic card readers*

HARTransit currently uses Microsoft Excel for fixed route scheduling and run cutting rather than a transit specific scheduling software package. For paratransit scheduling, HARTransit uses Trapeze PASS. HARTransit is preparing GTFS data using TransLoc's Architect application. Bus stops have been numbered and geo-coded, although the numbers do not currently appear on the signs nor on the stop lists displayed on the agency's web site ([www.hartransit.com](http://www.hartransit.com)). Route paths are also geo-coded in Architect. Vendors responding to this RFP are expected to propose a process for completion of initial data development and ongoing maintenance of route, stop, and schedule data needed for the AVL system, and how HARTransit would create and maintain GTFS data once the new system is installed.

The HARTransit administrative and maintenance facility is located at 62 Federal Road in Danbury, CT. All of HARTransit's vehicles are maintained and stored at this location.

The HARTransit Dispatch Center located within the administrative and maintenance facility has two shared workspaces and two separate offices used by supervisors and schedulers. One of the shared workspaces presently has a service supervisor assigned there during operational hours. There are two supervisor's PC workstations, one paratransit scheduling workstation, and access to the HARTransit bus radio system in this workspace.

The other office space within the Dispatch Center has three Windows PC workstations and radios accessed by three paratransit schedulers, who also provide customer service information to riders of the fixed route services.

An additional scheduler workstation is located on the second floor but without radio access.

In addition to the Dispatch Center, HARTransit has separate workspaces within the administrative and maintenance facility building for its planning, customer service, operations and maintenance staff, who require access to the AVL system to monitor operations and run reports. HARTransit maintains a Wi-fi network within its administrative space and within the vehicle storage/maintenance areas.

In addition, the downtown Pulse Point office at 3 Kennedy Avenue in Danbury will need access to the AVL system. HARTransit wishes to explore opportunities to display wayside service information to customers at this location and potentially at other non-HARTransit facilities in the region.

## **2.3 System Requirements and Vendor Responsibilities**

The proposal shall explain how the ITS vendor will accomplish the design, installation, and performance of the products and services described below.

Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system including:

- Live bus tracking and stop arrival prediction
- Bus tracking from both dispatch computers and mobile devices
- Frequent auto-refresh rate (proposal to specify frequency, no longer than 10 seconds)
- Ability for HARTransit staff to add, delete and update routes, stops, and announcements for overnight publication and next day use
- Ability for a HARTransit administrator to assign appropriate levels of access to users, e.g., dispatcher, viewer
- Proposal to specify communications strategy, e.g., cellular on the road and Wi-fi for up and downloads at the garage
- Retention of live bus tracking and other functions to the extent possible when snow routes or other detours are activated.

Automated Voice Annunciation (AVA) that includes:

- On board audio Next stop and Transfer announcements
- Exterior audio Destination announcements
- Ability for HARTransit staff to program announcements and push to vehicles via Wi-fi when they are on the garage property
- On board visual displays on scrolling LED signs, two line preferred; may be integrated with DPI system if that option is selected
- Provision of new signs on HARTransit's buses not currently equipped

Mobile Data Terminals (MDT) that enable:

- Integration with existing on-board systems
- Single point sign-on for CAD/AVL, internal and external signage, and farebox systems as well as a future radio system
- Actual time and on time performance information for the operator
- Resistance to vibration, impact, water spills, dampness, extreme temperatures, and sunlight
- Installation on mounting hardware
- Operator data entry of known schedule delays, e.g., awaiting a late train arrival before starting a bus trip from the station

Web and Mobile apps that include:

- Live tracking of buses by users on computers, tablets, and smart phones
- Compatibility with Apple iOS, Android, and Windows operating systems
- Compatibility with standard browsers such as Chrome, Internet Explorer, Safari, Firefox, and Android
- Map display of routes, stops, bus locations and user's current location
- Service/rider alerts
- User designated favorite routes and stops
- ADA compliant user interface

Data management system that includes:

- Storage, query, and reporting of fixed route AVL data such as on time performance and running times.
- Storage of at least two years of past data
- Vehicle history tracking and playback
- Ability to filter data by service (i.e., Weekday, Saturday, Sunday, and Holiday) as well as by bid (signup), route and time of day.
- Export capability to GTFS, Excel, ASCII, and PDF formats
- Ability to export data in rows and columns, as well as in standard report formats
- Ability to publish data for GTFS and other third-party customer information apps

Training that includes:

- On-site and virtual training of HARTransit staff in operation, administration, report and export generation, and trouble-shooting the ITS system
- Follow-up training approximately one year after initial installation is complete
- Training of bus operators, field supervisors, dispatchers, and customer service personnel
- Training of administrative/planning staff including how to maintain route, stop and schedule data

- Training of maintenance staff on equipment repair, replacement and troubleshooting
- Provision of all training and operating materials in both written and electronic formats

Warranty and Support that includes:

- Functional performance tests to ensure that all specified and proposed features and functions have been properly designed and implemented prior to acceptance by HARTransit. A member or members of the HARTransit team will witness all tests.
- An initial warranty of a minimum of one (1) year for all hardware and software beginning upon final acceptance
- Pricing for the first five (5) years of maintenance and support after the initial warranty period.

The proposal shall itemize and explain any and all exceptions to these required products and services.

Options:

(Option 1) Automatic Passenger Counting (APC) system that includes:

- Tracking of passenger boardings, alightings and loads through sensors installed at all doors. Passenger data shall be recorded in association with routes, bus stops, trips, blocks, runs, services, and bids.
- Tracking of lift/ramp deployments and bike rack uses
- Accurate passenger counting that meets or exceeds National Transit Database (NTD) requirements for calculating passenger miles traveled (PMT)
- Ability to push real time passenger load data to the CAD/AVL system
- Error reports to assist with troubleshooting, e.g., vehicles not reporting, routes and trips not reporting, calculated passenger loads outside a reasonable range, etc.
- Reporting system that enables the user to filter for data of interest, e.g., date range, routes, bus stops, trips, blocks, runs, services, and bids
- Reports to meet NTD data requirements for vehicle revenue miles, vehicle revenue hours, deadhead miles, deadhead hours, unlinked passenger trips, and passenger miles
- Storage of at least two years of past data
- Retention of passenger counts and loads by block and other functions to the extent possible when snow routes or other detours are activated.

(Option 2) Dynamic Passenger Information (DPI) i.e., “Infotainment” system that includes:

- On board digital displays for all vehicles itemized in this RFP
- Capability to display weather, traffic and news updates
- Emergency announcements and service updates
- Advertising
- Safety messages
- Location based content
- Potential third-party data, e.g., partner transit agencies
- A content management system
- Potential installation at wayside locations

The proposal shall itemize and explain any and all exceptions to these optional products and services.

The vendor’s responsibilities during installation and testing of the ITS shall include, but not be limited to, the following:

- System design
- Provision and installation of all necessary hardware and software
- Initial load of vehicle, route, bus stop, and schedule information
- Testing to ensure performance as per the specifications and proposal
- Replacement or repair of faulty equipment within initial warranty period
- Initial installation of the AVL equipment is envisioned to be done at the HARtransit administrative and maintenance facility in Danbury, CT. Off-site equipment installation will not be acceptable.

## **Section 3: Proposal Requirements**

### **3.1 Submittal requirements**

To be considered for this project, vendors must have a proven track record of implementing comprehensive Intelligent Transportation Systems for small to medium sized transit agencies. Vendors shall submit a proposal that includes the following information:

- A brief overview of the company including years in business
- Experience in implementing similar projects within the past three years
- Key personnel who will be involved in the project
- Three client references for implementation of comparable systems within the past five years, including agency name and contact information including telephone number and email address
- History of litigation associated with ITS project performance and/or professional liability
- Documentation of financial standing and insurance coverage
- A work plan that outlines how the vendor intends to fulfill the scope of work
- Description of all hardware and software needed to complete the project
- Anticipated timeline for starting and completing the work which includes a detailed breakout timeline for on-board vehicle equipment installations
- Exceptions to the requirements listed in the scope of work
- Training plan
- Warranty and support plan
- Acknowledgement of receipt of any issued Addenda
- DBE participation (desired, but not required)

### **3.2 Pricing**

The pricing proposal must include:

- Hardware and software needed to fulfill the scope of work
- Installation and deployment of all equipment
- Licensing and subscription fees for the initial year of warranty coverage and the subsequent five years of maintenance and support
- Training and customer support
- Price per vehicle (may vary by type of vehicle) for vehicles added to the fleet in the next five years
- Separate pricing for each of the two optional elements
- Price per location for wayside DPI units, excluding installation

## Section 4: Evaluation Process and Award

### 4.1 Evaluation Committee

Evaluation will be performed by a committee comprised of HARTransit staff and potentially others with knowledge of transit CAD/AVL. The evaluation committee will select the proposal that best addresses the requirements of the project in accordance with the evaluation criteria herein. HARTransit reserves the right to reject any and all submittals.

### 4.2 Evaluation Criteria

Each proposal will be evaluated based upon the following criteria:

<b>Criteria</b>	<b>Considering</b>	<b>Weight</b>
Vendor Qualifications	Company experience Client references Litigation and financial	25%
System Capabilities	Work plan Hardware and software Timeline Exceptions	30%
System Support	Training Warranty and support	10%
DBE Utilization	Participation of DBE firms	5%
Price	Initial cost Warranty and support	30%

### 4.3 Selection Process

HARTransit may require the vendor to respond to written questions for clarification. HARTransit and the vendor will negotiate a contract to govern implementation of the project. HARTransit may request a “best and final offer” following responses to questions. HARTransit may also require vendor finalists to participate in an online interview prior to award.

# **Exhibit A: Federal Transit Administration (FTA) Required Clauses and Certifications**

The following attached clauses are appendices and are herein incorporated by reference and made a part of the contract. Failure to complete and submit the requisite certifications with your proposal may render it non-responsive.

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## **1. No Federal Government Obligations to Third Parties**

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

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

## **2. False Statements or Claims Civil and Criminal Fraud**

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the District of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

### **3. Access to Records and Reports**

- a. Record Retention. The contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract. Including, but not limited to, data, documents, reports, statistics, sub-contracts, leases, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this contract as reasonably may be required.

### **4. Conformance with National ITS Architecture**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49CFRPart 613 and 621).

### **5. Debarment and Suspension**

Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least 25,000.

- (1) This contract is a covered transaction for the purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the contractor is required to verify that none of the contractor, its principals (defined in 2 CFR § 180.995) or its affiliates (defined at 2CFR § 180.905 are excluded (defined at 2CFR § 180.940) or disqualified (defined at 2CFR § 180.935.
- (2) CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 CFR

part 180, subpart C and 2 CFR pt. 3000, subpart C , in addition to the remedies available to the Agency and subrecipient, The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **6. DHS Seal, Logo and Flags**

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

## **7. Fly America**

- a) Definitions. As used in this clause –
  - 1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 states, the District of Columbia, and outlying areas. 3) “US-flag air carrier” means an air carrier holding a certificate under 49 USC chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Competitive Practices Act of 1974 (49 USC 40118) (Fly America Act) requires contractors, Agencies, and other use US-flag air carriers for US Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a US-flag is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use US-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a US-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### Statement of Unavailability of US-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by US-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State Reasons]:

- e) Contractor shall include the substance of this clause, including this paragraph €, in each subcontract or purchase under this contract that may involve international air transportation.

## **8. Patent Rights and Rights in Data**

Intellectual Property Rights: This Project is funded through a federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property Access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or USDOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at minimum, include the following restrictions:

Except for its own internal use, The Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. The restriction on publications, however, does not apply to any contract with an academic institution. For purposes of the Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal License to any other party.
  - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of this Contract, or a copy of the subject data first produced

under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **9. Safe operation of Motor Vehicles**

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

## **10. Federal Changes**

49 CFR Part 18 Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

## 11. Termination

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies or service in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, HARTransit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) HARTransit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from HARTransit setting forth the nature of said breach or default, HARTransit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Housatonic Area Regional Transit District from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that HARTransit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the District shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified

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

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

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

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

If the termination is for the convenience of HARTransit, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, HARTransit determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the District, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

\_\_\_\_\_  
Signature of Contractor's  
Contract Manager

\_\_\_\_\_  
Date

## 12. Civil Rights

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

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

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

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

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



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

### **13. Disadvantaged Business Enterprises (DBEs)**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3.5%. A contract goal of 3.5% DBE participation has been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NCDL deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following (7) Seven days after Bid opening.:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness & prior to contract award(see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from HARTransit. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after

incremental acceptance of the subcontractor's work by HARTransit and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

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

DBE Certification

The contractor hereby agrees to subcontract a minimum of \_\_\_\_% of the contract to disadvantaged business enterprises.

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

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

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

This form is to be submitted with the proposal. Please attach the names and addresses of any and all DBE eligible subcontractors who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation then this shall be indicated on the form, the form executed and returned with this proposal.

Name of DBE firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of work to be performed by DBE firm:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is 1. \_\_\_\_\_ or 2. N/A.

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.  
(Submit this page for each DBE subcontractor.)

## **14. Incorporation of FTA Terms**

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

## 15. Government Wide Debarment and Suspension Certification

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with US DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the US Office of Management and Budget (USOMB) “Guidelines to Agencies on Governmentwide Debarments and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred,
    2. Suspended,
    3. Proposed for debarment,
    4. Declared ineligible,
    5. Voluntarily excluded, or
    6. Disqualified,
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgement rendered against them for:
    1. 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,
    2. Violation of any Federal or State antitrust statute, or,
    3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. It 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 listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    - 1. Equals or exceeds \$25,000
    - 2. Is for audit services, or,
    - 3. Requires the consent of a Federal official, and
  - g. It will require that each covered lower tier contractor and subcontractor:
    - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Declared ineligible to participate in its federally funded Project,
      - d. Voluntarily excluded from participation in its federally funded Project, or
      - e. Disqualified from participation in its federally funded Project, and
    - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the receding statements in this Certification Group.
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this certification Group.

Certification

Contractor: \_\_\_\_\_

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

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

## **16. Resolution of Disputes, Breaches, or Other Litigation**

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

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

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

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

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## 17. Lobbying Certification

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C. § 1601, et seq.)

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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



This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section 3801, et seq., apply to this certification and disclosure, if any.

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

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

\_\_\_\_\_ Date

Signature of Notary and SEAL: \_\_\_\_\_

## **18. Clean Air Act and Federal Water Pollution Control Act**

The contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts in excess of \$150,000:

### Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended.
- (2) The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (3) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### Clean Water Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended.
- (2) The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (3) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **19. ADA Access**

Civil Rights -The following requirements apply to the underlying contract:

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

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

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

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

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

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

## **20. Prompt Payment and Return of Retainage**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from City Utilities. The prime contractor agrees further to return retainage payments to each subcontractor within 15 calendar days after the subcontractor's

work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City Utilities. This clause applies to both DBE and non-DBE subcontractors.

It is the responsibility of the subcontractors to notify the authority's Project Manager of prime contractor noncompliance with the above prompt payment provisions. Upon receipt of such notification, the District will investigate and take appropriate action.

## **21. Energy Conservation**

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

# **Exhibit B: State of Connecticut Required Clauses and Certifications**

The following attached clauses are appendices and are herein incorporated by reference and made a part of the contract. Failure to complete and submit the requisite certifications with your proposal may render it non-responsive.

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## 1. Acknowledgement of Required State Clauses and Certifications

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

Signed:

---

Authorized Corporate Official

---

Date

## 2. DBE Certification

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION  
CONNECTICUT DEPARTMENT OF TRANSPORTATION  
POLICY STATEMENT  
POLICY NO. F&A-19  
April 17, 2006

SUBJECT: Policy on Disadvantaged Business Enterprise Program

The Connecticut Department of Transportation (ConnDOT) is committed to the effective implementation of the Disadvantaged Business Enterprise (DBE) Program as defined in Title 49, Code of Federal Regulations (CFR) Part 26. This program will be executed in accordance with the regulations of the United States Department of Transportation (DOT) as a condition of receiving DOT funding. It is the policy of ConnDOT to:

- a) Ensure nondiscrimination in the award and administration of DOT-assisted contracts in ConnDOT's highway, transit and airport financial assistance programs;
- b) Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- c) Ensure that ConnDOT's DBE Program is narrowly tailored in accordance with applicable law;
- d) Ensure that only firms which fully meet this part's eligibility standards are permitted to participate as DBEs;
- e) Help remove barriers to the participation of DBEs in DOT-assisted contracts; and
- f) Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

ConnDOT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract. ConnDOT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. ConnDOT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. In administering the DBE Program, ConnDOT will not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, national origin, or sex.

No contractor, subrecipient, or subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance on any DOT-assisted contract. Contractors shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements will result in a

material breach of the contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the agreement. The DOT may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE Program whose conduct is subject to such action. The DOT may refer to the United States Department of Justice, for prosecution under 18 United States Code (USC) 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable federal statutes. The Manager of Contract Compliance has been designated as the DBE Liaison Officer. In that capacity, the Manger of Contract Compliance is responsible for implementing all aspects of the DBE Program. This DBE Program Policy Statement is distributed to all ConnDOT managers and to the DBE and non-DBE community. The Policy Statement is also available on the ConnDOT web site. (This Policy Statement supersedes Policy Statement No. F & A – 19 dated May 12, 2003.) DBE Certification The contractor hereby agrees to subcontract a minimum of 10.0 % of the contract to disadvantaged business enterprises.

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

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

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

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

Note: This form is to be submitted with the proposal. Please attach the names and addresses of any and all DBE eligible subcontractors who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation then this must be indicated on the form, the form executed and returned with this proposal.



### 3. Agreements with Goals - Special Provisions

#### DISADVANTAGED BUSINESS ENTERPRISES AS SUBCONTRACTORS FOR FEDERAL FUNDED PROJECTS

December 1996 For the purpose of this Special Provision, "Contractor" is construed to mean consultant, second party or any other entity doing business with Connecticut Department of Transportation (CONNDOT), excluding construction contractors. Certain requirements and procedures stated in this Special Provision are applicable prior to the execution of the agreement. When the contractor is a CONNDOT certified Disadvantaged Business Enterprise (DBE), the set-aside percentage (Section III A) and the requirements in this Special Provision do not apply. However, if there is an intent to subcontract, the contractor will make every "good faith" effort to provide an equitable opportunity for DBE contractors to compete.

#### I GENERAL

A. The contractor shall cooperate with the Connecticut Department of Transportation (CONNDOT) and the Federal Government in implementing the required contract obligations concerning Disadvantaged Business Enterprise (DBE) utilization on this contract in accordance with Section 106C of the Surface Transportation Assistance Act of 1987, as amended (Pub. L 100-17) and 49 C.F.R. Part 23, as revised. The contractor shall also cooperate with CONNDOT and the Federal Government in reviewing the contractor's activities relating to this provision. If the contractor is a CONNDOT certified Disadvantaged Business Enterprise, the contract set-aside requirements of this Special Provision do not apply. This Special Provision is in addition to all other equal opportunity employment requirements of this contract.

B. The contractor shall designate a liaison officer who will administer the contractor's DBE program. Upon execution of this contract, the name of the liaison officer shall be furnished to the Office of Contract Compliance of CONNDOT, in writing.

C. For the purpose of this Special Provision, DBE(s) intended to be used to satisfy the set-aside requirements must be certified by ConnDOT's Office of Contract Compliance as a Disadvantaged Business Enterprise (DBE).

D. If the contractor allows work designated for DBE participation required under the terms of this agreement and require under Paragraph III C to be performed by other than the approved DBE organization prior to concurrence, CONNDOT will not pay the contractor for the value of the work performed by organizations other than the DBE designated.

E. If the contractor is unable to achieve the specified agreement goals for DBE participation, the contractor shall submit written documentation to ConnDOT's initiating unit indicating his good faith efforts to satisfy goal requirements. Documentation is to include but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by DBE(s) in order to increase the likelihood of achieving the stated goal.

2. A detailed statement, including documentation of the efforts made to contact and solicit agreements with DBE(s) on ConnDOT's approved DBE certification list, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.

3. For each DBE that submitted a subcontract proposal, which the contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.

4. Documents to support contracts made with CONNDOT requesting assistance in satisfying the agreement specified or adjusted DBE percentage requirements.

5. Document other special efforts undertaken by the contractor to meet the defined goal. 6. In the event of an increase in the agreement total, the contractor will be subject to the same requirements as in 1, 2 and 3 above.

F. Failure of the contractor to have a least the specified or adjusted percentage of this agreement performed by DBE(s) as required in Paragraph III-A will result in the reduction in agreement payments to the Contractor by an amount determined by multiplying the final agreement value by the specified or adjusted percentage required in Paragraph III-A and subtracting from that result, the dollar payments for the work actually performed by DBE(s). However, in instances where the contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted percentage to the satisfaction of CONNDOT, no reduction in payments will be imposed.

G. All records must be retained for a period of three years following completion of the agreement and shall be available at reasonable times and places for inspection by authorized representatives of CONNDOT and Federal agencies.

H. Nothing contained herein, is intended to relieve any contractor or subcontractor or material supplier or manufacturer from compliance with all applicable, Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this agreement.

II. DEFINITIONS: (49 C.F.R. Part 23, Subpart A, C & D NOTE: Where these definitions are inconsistent with the definitions of Section 23.5 of this Part, these definitions control for purposes of Subpart D. The definitions of Section 23.5 control for all other purposes under Part 23.

A. "Disadvantaged Business Enterprise" (DBE) means a small business concern:

1. Which is at least 51 percent owned by one or more socially and economically disadvantaged individual or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

B. "Small Business Concern" means a small business, as defined pursuant to Section 3 of the Federal Small Business Act and relevant regulations promulgated pursuant thereto.

C. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of/or permanent residents of the United States of America and who are Black Americans, Hispanic Americans, including Portuguese Americans, Native Americans, Asian Pacific Americans or Women, and other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Federal Small Business Act. For convenience, these individuals and groups are referred to as minorities in this Subpart. Recipients may make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged (the certification appeals mechanism of C.F.R. 49 Part 23 Section 23.55 shall be available with respect to individuals alleged not to be socially and economically disadvantaged):

1. "Black Americans", which includes persons having origins in any of the black racial groups of Africa:

2. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish or Portuguese culture origins, regardless of race;

3. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or native Hawaiians:

4. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, People's Republic of Kampuchea, India, Pakistan, Bangladesh, the Philippines, Soma, Guam, the U. S. Trust Territories of the Pacific, and Northern Marianas.

5. "Women", presumed to be Socially and Economically Disadvantaged Individuals.

D. "Broker" is one who acts as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.

E. A "Women Business Enterprise" (WBE) is a small business concern as defined in C.F.R. 49 Section 23.5.

F. "Good Faith Efforts" are those efforts that are listed in Appendix A Subpart C "Guidance Concerning Good Faith Efforts".

### III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBE(s), CONNDOT requires the following:

A. Not less than 10.0 percent of the final agreement value of this agreement shall be subcontracted to, performed by, and paid to a DBE, or any combination of DBE(s). Compliance with this provision may be fulfilled when DBE(s) perform work under agreement in accordance with 49 C.F.R. Subpart C Section 23.47 as revised. Prime contractors which are CONNDOT certified DBE firms are not required to meet the above DBE set aside subcontracting goal.

B. The contractor shall assure that certified DBE(s) will have an equitable opportunity to complete under this Special Provision, particularly by arranging solicitations, time for the preparation of proposals for services to be provided so as to facilitate the participation of DBE(s).

C. The contractor has indicated, in writing, to CONNDOT'S Director of Contract Administration the DBE(s) it intends to utilize to achieve the above stated percentage. The submission included the names and address of the DBE firms that will participate in the agreement, a description of the work each named firm will perform, and the dollar amount of participation of each. This information was submitted prior to the execution of this agreement, and was signed by the named DBE and the contractor. The contractor is required, should there be a change in the originally named DBE(s), to submit documentation to ConnDOT's initiating unit which will substantiate and justify the change, i.e., documentation to provide a basis for the change for review and approval by ConnDOT's initiating unit prior to the implementation of the change. The contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its agreement, or is overextended on other jobs. The contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

D. The contractor will provide a fully executed copy of each agreement with each DBE to ConnDOT's initiating unit.

1. Each quarter after the start of the DBE subcontractor, the contractor shall submit a report to ConnDOT's initiating unit indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

E. In instances where a change from the originally approved name DBE(s) (see C above) is proposed, a revised submission to ConnDOT's initiating unit together with the documentation required in C above, must be made for its review and approval.

F. Contractors subcontracting with DBE(s) to perform work or services as required by this Special Provision shall not terminate such firms without advising ConnDOT's initiating unit in writing, and providing adequate documentation to substantiate the reasons for termination if the designated DBE firm has not started or completed the work or the services for which it has been contracted to perform.

#### IV BROKERING

- A. Brokering of work by DBE(s) is not allowed and is a contract violation.
- B. DBE(s) involved in the brokering of work will be decertified.
- C. Firms involved in the brokering of work, whether they are DBE(s) and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U. S. Department of Transportation's office of the Inspector General for prosecution under Title 18, U. S. Code, Section 10.20.

#### **4. Affidavit of Non-collusion/Conflict of Interest**

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

1. That I am Offeror (if the Offeror is an individual), a partner in the offer (if the Offeror is a partnership), or an officer or employee of the Offeror corporation having the authority to sign on behalf (if the Offeror is a corporation);

2. That the attached offer has been arrived at by the Offeror independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;

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

4. The Contractor shall not offer or provide gifts, gratuities, favors, entertainment or any other gratuities of monetary value to any official, employee or agent of HARTransit during the period of this contract or for one year thereafter.

5. Personal/Organizational conflict arises when (1) an employee, officer, agent or board member, (2) any member of his/her immediate family, (3) his/her partner, or (4) an organization that employs, or intends to employ any of the listed, participate in selection, award or administration of federally funded contracts and have financial or other interest in a firm competing for or selected for award. To the best of my knowledge and belief no affiliation exists relevant to possible organizational or personal conflicts of interest.

6. The Offeror shall disclose, to the best of his/her knowledge, any State employee, HARTransit employee, or member of the State legislature or any relative of such who is an officer or director of, or has a material interest in, the Offeror's business, who is in a position to influence this procurement.

Name Relationships:

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

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

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

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

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

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

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

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

\_\_\_\_\_ Notary Public - My commission expires

\_\_\_\_\_

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

## 5. Required by the State of Connecticut

### APPENDIX-CR (F.D. 061077)

During the performance of this Agreement, the Second Party, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations: The Second Party shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Second Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Second Party shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all Solicitations either by competitive bidding or negotiation made by the Second Party for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Second Party of the Second Party's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The Second Party shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation or the Federal Transit Administration, to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Second Party is in the exclusive possession of another who fails or refuses to furnish this information, the Second Party shall so certify to the Connecticut Department of Transportation, or the Federal Transit Administration, if appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Second Party's noncompliance with the Nondiscrimination provisions of this Agreement, the Connecticut Department of Transportation shall impose such sanctions as it or the Federal Transit Administration, may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the Second Party under the Agreement until the Second Party complies, and/or

(b) Cancellation, termination or suspension of the Agreement, in whole or in part.



(6) Incorporation of Provision: The Second Party shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Second Party shall take such action with respect to any subcontract or procurement as the Connecticut Department of Transportation or the Federal Transit Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Second Party becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Second Party may request the Connecticut Department of Transportation to enter into such litigation to protect the interests of the State of Connecticut, and, in addition, the Second Party may request the United States to enter into such litigation to protect the interests of the United States. Managers and supervisors are being advised of their responsibilities to ensure the successful implementation of this policy. This Policy has my whole-hearted support and will be held responsible for compliance to its objectives.

Company Name \_\_\_\_\_  
(if applicable, include d/b/a)

Address \_\_\_\_\_

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

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

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

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

## 6. State of Connecticut Required Affidavit of Suspension and Debarment

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

The Proposer certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Additionally the Proposer agree to insure that the following certification be included in each subcontract Agreement to which it is a party in any lower tier subcontract and purchase order.

If the Proposer or any lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to its proposal. I have fully informed myself regarding the accuracy of the statement made in this affidavit.

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

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

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

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

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

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

## **7. Affirmative Action Policy Statement**

It is the policy and practice of this firm to assure that no person will be discriminated against or be denied the benefits of any activity, program or employment process receiving public funds, in whole or in part, in the areas of employment, recruitment advertising, hiring, upgrading, promoting, transferring, demoting, layoffs, terminations, rehiring, employment and/or rates of pay and other compensations.

This firm is an Affirmative Action/Equal Opportunity Employer and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation, sexual orientation, learning disability or physical disability including, but not limited to blindness, except where any of the above is a bona fide occupational qualification or need. Such action shall include: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training. This policy and practice applies to all persons, particularly those who are members of the protected classes identified as being African American, Hispanic, Asian, American Indian, Women and persons with disabilities.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the following federal and state laws, regulations, executive orders and contract provisions:

1. Civil Rights Act of 1964, as amended
2. Presidential Executive Order 11246, as amended
3. Title 23 U.S.C. 140
4. Title 49 C.F.R. Part 26
5. Connecticut Executive Orders No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971
6. Connecticut Executive Order No.17 of Governor Thomas J. Meskill promulgated February 15, 1973
7. Connecticut Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy
6. Connecticut Fair Employment Practices Act
7. Americans with Disabilities Act of 1990
8. Section 16 of Connecticut Public Act No.91-58, Nondiscrimination Regarding Sexual Orientation
9. Civil Rights Act of 1991
10. Specific State of Connecticut Equal Employment Opportunity Responsibilities
11. Disadvantaged and Minority Business Enterprises as Subcontractors
12. Department of Transportation's Policy Statement regarding Code of Ethics Policy dated January 6, 2006
13. Standard Federal Equal Employment Opportunity Requirements
14. Nondiscrimination Act

In implementing this Policy and ensuring that equal opportunity is being provided to protected class members, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is "An Affirmative Action/Equal Opportunity Employer". In order to substantiate this firm's efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain internal EEO/affirmative action audit procedures and reporting, as well as record keeping systems.

It is understood by me, my Equal Employment Opportunity Officer, and my supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm's affirmative action policy statement and the failure to adequately document the affirmative actions taken and efforts made to recruit and hire minority and female applicants, in each instance of hire will result in this firm being required to recommit itself to a modified and more stringent affirmative action policy statement, prior to receiving approval.

It is recognized that an approved affirmative action policy statement is a prerequisite for performing services for the contracting agency. Managers and supervisors are being advised of their responsibilities to ensure the success of the program. The ultimate responsibility for the Affirmative Action Policy Statement rests with the Chief Executive Officer. However, the day-to-day duties will be coordinated by the Equal Employment Opportunity Officer of this firm.

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

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

Chief Executive Officer \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## 8. Employment Information Form

STATE OF CONNECTICUT  
 COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)  
 WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT  
 EMPLOYMENT INFORMATION FORM

STATE OF CONNECTICUT		LABOR DEPARTMENT	
EMPLOYER REPORT OF COMPLIANCE STAFFING			
The following report is submitted as part consideration of the proposed contract dated			
between the undersigned and the State of			
Connecticut.			
Name of Contracting Firm		Type of Report o Prime Contractor o Subcontractor	
Address (No. and Street) (City) (State)			

EMPLOYEE INFORMATION				
Total Employed	White	Black	Spanish Surname	Other (specify)
Does your firm have a collective bargaining agreement or other contract or understanding with a labor organization or employment agency for the recruitment of labor?				
Yes	If yes, list the name and address of the agency or organization.			
	Name	Address (No. and Street, City, State)		



## 9. Executive Order Number 3

STATE OF CONNECTICUT  
BY HIS EXCELLENCY  
THOMAS J. MESKILL  
GOVERNOR

WHEREAS, sections 4-61d (b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services and

WHEREAS, section 4-61e (c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

NOW, THEREFORE, I THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such requirements as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that hence forth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors, may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

#### IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase order from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

#### V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

#### VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the



labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner the investigating agency shall report to the labor commissioner any action taken or recommended.

#### VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

#### VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers. In accordance with section 31-51 (d) of the 1969 supplement to the general statutes, to cause any labor organization of any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements or state or federal law.

#### IX

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

#### X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing, ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor

commissioner may adopt, the commissioner or the appropriate contracting agency may (1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order. (2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order. (3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes. (4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with lay any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminate, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency. (5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order. (6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of convenience, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order. (b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify his of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

#### XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

#### XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the

contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

### XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

### XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order. This Order shall become effective thirty days after the date of this Order. Dated at Hartford, Connecticut, this 16th day of June, 1971.

Signed: /S/ Thomas J. Meskill, Governor

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

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

a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.

b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.

c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said

Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

## SEC. 2. SUBCONTRACTORS.

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

## SEC. 3 EMPLOYEES.

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

## SEC. 4. REPORTS.

a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.C. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.C. 3-1.

b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed or to be employed in the performance of the contract, and the labor Commissioner may define such minority groups or persons.

d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal

and state agencies empowered by law to investigate matters relating to Executive Order No. three shall have access to these reports for inspection or copying during regular business hours.

e. Any person who willfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

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

a. All contracts shall contain the following provisions verbatim: This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or surrendered by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

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

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

b. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination, and vendor agrees to comply therewith.

c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be submitted.

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

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

#### SEC. 7 INVESTIGATIONS, COMPLAINTS.

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

#### SEC. 8. HEARINGS

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

#### SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

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

#### SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take

steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

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

Dated at Wethersfield, Connecticut this 19th day of November, 1971.

Signed by: /s/Jack A. Fusari  
Labor Commissioner

## 10. Executive Order Number 16

State of Connecticut  
Governor John G. Rowland

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and/or violent acts, and WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

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

1. That all state agency personnel, contactors, subcontractors, and vendors comply with the following Violence in the Workplace Prevention Policy: The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

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

- a) No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- b) No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- c) No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.
- d) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.
- e) Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.



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

Dated in Hartford, Connecticut this 4th day of August 1999.

Signed by: /s/ John G. Rowland, Governor

Filed this 4th day of August 1999

Susan Bysiewicz, Secretary of the State

## 11. Executive Order Number 17

THOMAS J. MESKILL  
GOVERNOR

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

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

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

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

I

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

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state

contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

### III

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

### IV

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

### V

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

### VI

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

### VII

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

VIII

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

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

Dated at Hartford, Connecticut, this 15th day of February, 1973.

Signed by: /s/Thomas J. Meskill, Governor

## **12. Connecticut Required Contract Provisions**

March 6, 1998

Specific Equal Employment Opportunity Responsibilities

### **1. General**

A. Equal Employment Opportunity Requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375, the Railroad Revitalization and Regulatory Reform Act of 1976 and other U. S. Department of Transportation nondiscrimination legislation are set forth in this Required Contract/Agreement Provision. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract (or agreement) and supplement the equal employment opportunity requirements set forth in other related contract provisions.

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

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

C. The Company will work with the Connecticut Department of Transportation and the federal government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract or agreement.

D. The Company and all their subcontractors or subconsultants holding subcontracts or subagreements or \$10,000 or more on federally-assisted projects and \$5,000 or more on state funded projects, will comply with the following minimum specific requirement activities of equal employment opportunity. The Company will physically include these requirements in every

subcontract or subagreement meeting the monetary criteria above with such modification of language as is necessary to make them binding on the Subcontractor or subconsultant.

E. These Required Contract Provisions apply to all state funded and/or federally assisted projects, activities and programs in all facets of the Connecticut Department of Transportation operations resulting in contracts or agreements.

**Equal Employment Opportunity Policy:** The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing as a guide the Connecticut Department of Transportation Affirmative Action Plan Guideline.

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

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

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six (6) months thereafter, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company official. (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable Company official covering all major aspects of the Company's equal employment opportunity obligations within thirty (30) days following their reporting for duty with the Company. (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate Company official in the Company's procedures for locating and hiring protected class group employees. B. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will take the following actions: (1) Notices and posters setting forth the Company's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees. (2) The Company's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means. 5. Recruitment A. When advertising for employees, the Company will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such

advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

B. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through its EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Company for employment consideration. In the event the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, the Company is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contact provisions. (The U. S. Department of labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended).

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

6. Personnel Actions Wages, working conditions, and employees' benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The following procedures shall be followed:

A. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

B. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

C. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

D. The Company will promptly investigate all complaints of alleged discrimination made to the Company in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Company will inform every complainant of all of his avenues of appeal.

E. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference. In conjunction with this contract provision, only the job categories

will change in order to be comparable with the job categories utilized by the Company proposing to do business with the Connecticut Department of Transportation. The goals and time tables will remain the same throughout the contract provision.

## 7. Training and Promotion

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

## 8. Unions

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

A. The Company will use its best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

B. The Company will use its best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, etc.

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

D. In the event the union is unable to provide the Company with a reasonable flow of minority and worm referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without

regard to race, color, religion, sex or national origin, etc. making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U. S. Department of Labor has held that it shall be no excuse that the union with which the Company has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Company from meeting the obligations pursuant to Executive Order 11246, as amended, and these provisions, such Company shall immediately notify the Connecticut Department of Transportation.

## 9. Subcontracting

A. The Company will use its best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain a list of applicable Disadvantaged Business Enterprises firms from the Division of Contract Compliance.

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

C. The General Contract Provisions entitled "Minority Business Enterprises as Subcontractors" is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

## 10. Records and Reports

For the duration of the project, the Company will maintain records as are necessary to determine compliance with the Company's equal employment opportunity obligations and Affirmative Action requirements. Additionally, the Company will submit all requested reports in the manner required by the contracting agency.

A. The number of minority and non-minority group members and women employed in each work classification on the project.

B. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Companies which rely on whole or in part on unions as a source of their work force).

C. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and;

D. The progress and efforts being made in securing the services of minority and female owned businesses.



(1) All such records must be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the U. S. Department of Transportation including consultant firms. (2) If on-the-job training is being required by the "Training Special Provision", the Company will be required to furnish a Monthly Training Report and Supplement Report (1409) for each trainee.

#### 11. Affirmative Action Plan

A. Contractors, subcontractors, vendors, suppliers, and all other Companies with contracts, agreements or purchase orders completely state funded will submit an Affirmative Action Plan if the contract value is \$5,000 or over.

B. Contractors, subcontractors, vendors, suppliers, and all other Companies with federally-assisted contracts, agreements, or purchase orders valued at \$10,000 or more will submit an Affirmative Action Plan.

C. Companies with contracts, agreements or purchase orders with total dollar value under that which is stipulated in A and B above shall be exempt from the required submission of an Affirmative Action Plan unless otherwise directed by the Division of Contract Compliance.

### **13. Connecticut Department of Transportation – Code of Ethics**

POLICY NO. F&A-10

January 6, 2006

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation (“DOT” or “Department”). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT. It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private Vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State laws and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics’ web site:

[www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp).

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

The DOT Ethics Compliance Officer Is: To contact the Office of State Ethics:

Dave F. Crowther, Director  
Office of Management Services Office of State Ethics  
For questions, contact the Ethics 20 Trinity Street, Suite 205  
Compliance Officer’s Designee: Hartford, CT 06106  
Alice M. Sexton, Principal Attorney Tel. (860) 566-4472

Office of the Commissioner Facs. (860) 566-3806  
2800 Berlin Turnpike Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)  
Newington, CT 06131-7546  
Tel. (860) 594-3045

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

#### Prohibited Activities

1. Gifts: DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. &4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, i.e., those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Construction/Bidding Contracts Menu," respectively. The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. &1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during the calendar year does not exceed fifty dollars (\$50). Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents. This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. Gift Exchanges Between Subordinates and Supervisors: A recent change in the Code of Ethics prohibits exchange of gifts valued at \$100 or more between (i.e., to and from) supervisors and

employees under their supervision. Advisory opinions of the Citizen Ethics Advisory Board's predecessor, the State Ethics Commission, suggest that, absent any other applicable exception, gifts exchanges between State employees of any reporting relationship should be limited to benefits with a cumulative value of less than \$100 per year where benefits are given by virtue of the State employee's or public official's office/position.

3. Acceptance of Gifts to the State. A recent change to the Code of Ethics for Public Officials placed limits on the ability of State employees and public officials to accept "gifts to the State" that facilitate or benefit State action or functions. Before accepting any benefit as a "gift to the State," DOT employees shall contact the Ethics Compliance Officer.

4. Charitable Organizations and Events: No DOT employee shall, either individually or as a member of a group, directly or indirectly solicit the sale of tickets for a charitable event, or accept any gift, discount or other item of monetary value for the benefit of a charitable organization, from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department, or from any person or entity whose interests may be substantially affected by the performance or nonperformance of the employee's duties.

5. Use of Office/Position for Financial Gain: DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5% or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

6. Other employment: DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Any DOT employee who engages in or accepts other employment (including as an independent contractor) shall complete an employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials. Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

7. Outside business interests: Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. No DOT employee shall have, directly or indirectly, a financial interest in any business, firm, or enterprise doing business with the State of Connecticut which could cause or create a conflict with, or influence the performance of, the employee's duties with the Department.

8. Contracts with the State: DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State valued at \$100 or more unless the contract has been awarded through an opened public process.

9. Sanctioning Another's Ethics Violation: No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.

10. Certain Persons Have An Obligation to Report Ethics Violations: If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.

11. Political Activities: Certain political activities may also result in a conflict of interest for DOT employees. Political activities of State employees are governed by both the Federal Hatch Act, Conn. Gen. Stat. &5- 266a, as well as Regs. of Conn. State Agencies &5- 266a-1. Employees are encouraged to review DAS General Letter regarding political activities of employees, found at: <http://www.das.state.ct.us/HR/om/GL214D.pdf> and contact the Ethics Compliance Officer, the Office of State Ethics, and, if necessary, the federal Office of Special Counsel, Hatch Act Unit: [www.osc.gov/hatchact.htm](http://www.osc.gov/hatchact.htm).

In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees after the leave State service. Upon leaving State service:

Confidential Information: DOT employees must not disclose or use confidential information gained in State service for the financial benefit of any person.

**Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any “particular matter” in which they participated personally and substantially while in State service and in which the State has a substantial interest.

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

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

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

Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1 – 79 through 1 – 89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)

Ethics Regulations Sections 1 – 81 – 14 through 1 – 81 – 38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)

DAS General Letter regarding political activities of employees, found at: <http://www.das.state.ct.us/HR/om/GL214D.pdf>.

The Office of State Ethics web site which includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department’s Ethics Compliance Officer or his designee, or the Office of State Ethics with any

questions or concerns they may have. (This Policy Statement supersedes Policy Statement No. F&A-10 dated February 8, 2005)

Stephen E. Korta, II  
Commissioner  
Attachment  
List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

#### EXECUTIVE ORDERS

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

#### **14. Environmental Law Compliance**

The Second party shall be responsible to comply with all federal and state environmental laws and regulations pertaining to the operation of transit motor buses and/or facilities managed by the Second Party, including but not limited to, pollutants emissions control, storage and/or disposal of waste, fluids, fuels, oil, and chemicals in general. The Second Party shall be responsible to comply with OSHA regulations. The Second Party will hold the State and the Authority harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

#### PUBLICATION OF REPORTS

The ownership of all data and material collected under this Agreement shall be vested in the Second Party and the State/Housatonic Area Regional Transit District. All reports shall be submitted to The Authority for review prior to publication. The following statement should appear on the cover or title page of any published report prepared under the terms of this Agreement:

“Prepared in cooperation with the U.S. Department of Transportation (including its participating agencies), Connecticut Department of Transportation and Housatonic Area Regional Transit District. The opinions, findings and conclusions expressed in this publication are those of the Second Party and do not necessarily reflect the official views or policies of the Housatonic Area Regional Transit District, Connecticut Department of Transportation and/or the U.S. Department of Transportation.”

#### JURISDICTION AND FORUM LANGUAGE

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Hartford, Connecticut. The Second Party irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of Hartford-New Britain at Hartford or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non convenient or otherwise. Nothing herein shall be construed to waive any of the States or Housatonic Area Regional Transit District's immunity LITIGATION.

The Second Party agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

#### FREEDOM OF INFORMATION ACT

The State is entitled to receive a copy of records and files related to the performance of the Second Party under this Agreement, and such records and files shall be subject to the Freedom of Information Act and may be disclosed by the State pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the State in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

#### INSURANCE TYPES AND THRESHOLDS

**INSURANCE CERTIFICATES REQUIRED:** Before any contract is executed, the successful contractor(s) will be required to file with the Housatonic Area Regional Transit District, prior to the commencement of work under this contract or within twenty (20) days from the date of



notification (which ever occurs first) a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. The Authority. will provide the Department of Transportation's standard insurance certificate form "CON-32A" (most current version at

<http://www.ct.gov/dot/lib/dot/Documents/dconsultantpubs/con32.pdf>)

Contractors are cautioned that only this form is acceptable. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit proof of insurance coverage within the specified time frame will allow The Authority to re-award the contract or re-bid the project, as it deems necessary. Insurance certificates must document that the Vendor has owner's and contractor's protective liability, commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect The Authority in the event of a claim, and/or in accordance with any statutory requirements.

With respect to the operations performed by the contractor under the terms of this Contract and also those performed for the contractor by its subcontractors, the contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto, for and in the name of the Housatonic Area Regional Transit District and the State of Connecticut in conjunction with paragraph (A) below, and with the Authority and the State being named as an additional insured party paragraphs (B), (C), and (F) if specified, the following minimum liability insurance coverage at no direct cost to The Authority or the State. Changes to the types and dollar amounts of coverage, if required, will be specified in the individual bid package. Contractor shall assume any and all deductibles in the described insurance policies. The contractor's insurers shall have no right of recovery or subrogation against The Authority or the State and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Authority or the State. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to The Authority and the State. "Claims Made" coverage is unacceptable, with the exception of Professional Liability. Contractor agrees that he/she will not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.

**A. OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY:**

The contractor shall purchase Owner's and Contractor's Protective Liability Insurance for and in the name of the Housatonic Area Regional Transit District and the State of Connecticut. This insurance will provide a total limit of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of TWO MILLION DOLLARS (\$2,000,000.00) for all damages arising out of bodily

injury to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

**B. COMMERCIAL GENERAL LIABILITY:**

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

**C. AUTOMOBILE LIABILITY:**

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing a total of ONE MILLION DOLLARS (\$1,000,000.00) Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least TWO MILLION DOLLARS (2,000,000.00). Coverage extends to owned, hired and non-owned automobiles. If the Vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required. Contractor operations on airports that use vehicles on the air side require five million dollars (\$5,000,000) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed. The policy includes Automobile Pollution Liability coverage for losses resulting from claims of bodily injury, property damage or clean up costs caused by a pollution release from transported cargo.

**D. WORKERS' COMPENSATION:**

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

#### E. UMBRELLA LIABILITY

In the event the contractor secures excess/umbrella liability insurance to meet the minimum requirements specified and (if required) the Housatonic Area Regional Transit District and the State of Connecticut must be named as Additional Insured.

#### F. ENVIRONMENTAL LIABILITY INSURANCE:

The Contractor shall secure and maintain a Environmental Liability Insurance policy with a limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence for physical injuries (including death) and property damage and must be in force through the Contractor's completion of work.

#### G. POLLUTION LEGAL LIABILITY INSURANCE:

The Contractor shall secure and maintain an Environmental Liability Insurance policy with a limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence for bodily injury and property damage and clean up costs arising from pollution conditions emanating from covered locations. Coverage must be in force through the completion of work. The Contractor agrees to furnish to the State a "Certificate of Insurance, CON-32A", in conjunction with Items A, B, C, D, and F above, fully executed by an insurance company or companies satisfactory to The Authority and the State, for the insurance policy or policies herein above, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U. S. Longshoremens and Harbor Workers' Compensation Act coverage, the policy number (s) and term of the policy (ies) shall be indicated on the CON-32A. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. Contractor hereby indemnifies and shall defend and hold harmless The Authority and the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors. Updates on the insurance coverage are the responsibility of the contractors. Insurance requirements will be strictly enforced. Contractors should hand carry or mail Insurance Certificates to the Housatonic Area Regional Transit District, C/O Richard Schreiner, 62 Federal Road, Danbury, CT 06810. Payment WILL NOT be issued without receipt of properly executed insurance certificates.

#### AFFIDAVITS

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

<http://www.opm.state.ct.us/secr/forms/ContractAffidavitRequirements.htm>

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/bidder to ensure that any and all up-to date contract affidavit forms are properly filled out and submitted with your proposal. Also be advised that forms not required on submittal of bid or proposal but on execution of said contract and as stated at intervals afforded in the attached forms will be required of the successful bidder/Proposer as a condition of ongoing contract compliance.

### Standard Form Contract (Sample)

THIS AGREEMENT is dated as of \_\_\_\_\_, 20\_\_ by and between Housatonic Area Regional Transit District, Danbury, Connecticut, hereinafter, referred to as the District and \_\_\_\_\_, hereinafter, referred to as the CONTRACTOR.

The purpose of this Contract Agreement is to provide for Architectural, Engineering and Construction Management Services. In consideration of the mutual covenants hereinafter, the parties, agree as follows:

#### Article 1. SERVICE

1.1 The CONTRACTOR shall provide services as specified in the Scope of Services of \_\_\_\_\_, Attachment A, and as described in the CONTRACTOR's Proposal and Work Program, Attachment B dated \_\_\_\_\_, which are a part hereof.

The District reserves the right to change or otherwise alter the services outlined in Attachments A and B upon fifteen (15) days written notice to the CONTRACTOR. By written mutual agreement, the CONTRACTOR agrees to implement those specified changes within a reasonable timeframe but in no case later than thirty (30) days after receipt of notice. The CONTRACTOR reserves the right to reject any change or service alteration proposed by the District for good and compelling reasons and will notify the District of said rejection within ten (10) days of receipt of notice. If the CONTRACTOR rejects any change or service alteration, the District shall have the right to terminate this Agreement in which no further payments shall be due to the CONTRACTOR.

#### Article 2. SUBCONTRACTING

Other than those tasks and work items detailed in Attachment B, The CONTRACTOR agrees not to subcontract for any of the services it is obligated to perform under this Agreement without the prior consent of the District.

#### Article 3. CONTRACT TIME

3.1 The work shall be completed within \_\_\_\_\_ consecutive calendar days of receipt of completed Notice to Proceed.

3.2 Extension of Time. If the CONTRACTOR is delayed in the prosecution or completion of the work by or account of any act or omission of the AUTHORITY, or by strikes or causes beyond the control of the CONTRACTOR, he shall be entitled to such reasonable extension of time for completion of the work as may be decided upon by the District, however, that no claim for an extension of time for any reason shall be allowed unless, within three days after such delay occurs, notice in writing of the fact said delay, its causes, and the extension claimed, shall be given by the CONTRACTOR to the District.

#### Article 4. CONTRACT PRICE

4.1 The District shall pay the CONTRACTOR, for the performance of all services in accordance with the Work Program as stated in \_\_\_\_\_, the sum of money computed at the price stated in the bid submitted by the CONTRACTOR to the District. A copy of the bid is made a part of this contract.

4.2 The District shall process CONTRACTOR invoices and make payments within forty-five (45) days of receipt of an invoice and the supporting progress reports. Final payment will be made when all work is completed as delineated in \_\_\_\_\_ and all project deliverables as detailed in said attachment have been submitted by the CONTRACTOR and accepted by the AUTHORITY under the terms outlined in the Work Program.

In the event of a dispute between the District and the CONTRACTOR over charges, the District will notify the CONTRACTOR within ten (10) working days after receipt of the CONTRACTOR invoice. The District shall be empowered to withhold compensation for the sum equal to the full value of the disputed charges; undisputed balances of such invoices shall not be withheld. All disputed charges must be settled within thirty (30) working days after notification of CONTRACTOR of the dispute.

#### Article 5. INSURANCE

5.1 The CONTRACTOR agrees to provide insurance as detailed in HART RFQ 21-01 (Attachment A) and to maintain adequate professional liability errors and omissions insurance in a minimum amount not less than \$1,000,000.00. The certificate of insurance shall be provided by the CONTRACTOR with this signed Agreement. The insurance shall be maintained throughout the conduct of this work.

#### Article 6. PROJECT MANAGER

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

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

7.1 The CONTRACTOR shall be responsible for the entire work until its final acceptance, and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said CONTRACTOR on requirements of the AUTHORITY.

7.2 The CONTRACTOR shall comply with all local, state, and federal laws and regulations.

7.3 The CONTRACTOR shall indemnify and save harmless the District, and all of its officers, agents and employees against and from all damages, cost and expenses which they or any of them may suffer (including, without limitation, their attorney fees) by, from or to the extent of any and all claims for payment for materials or labor used or employed in the execution of this Agreement, and also for injuries or damages received or sustained to person or property, or both, to the extent in consequence of or resulting from any negligent work performed by said the CONTRACTOR, or from any negligence in guarding said work, or from any negligent act or omission of the CONTRACTOR or its officers, agents and employees, and the CONTRACTOR shall also indemnify and save harmless HARTransit from all claims under the Workmen's Compensation Act arising under or out of this Agreement.

## Article 8. CONTRACTOR'S REPRESENTATIONS

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

8.1 The CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, and federal, state and local laws, ordinances rules and regulations that in any manner may affect cost, progress or performance of the work.

8.2 The CONTRACTOR has given the District written notice of all conflicts, errors, discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the District is acceptable to the CONTRACTOR.

## Article 9. CONTRACT DOCUMENTS

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

1. This Agreement
2. The complete Request for Qualifications HART RFQ 21-01 and all of its attachments and appendices and amendments.
3. The CONTRACTOR's response to the RFQ and Agreed upon Work Program

4. Requirements of the Federal Transit Administration
5. Requirements of the State of Connecticut
6. RFQ Forms

#### Article 10. MISCELLANEOUS

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

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

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

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

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

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

10.7 The District and CONTRACTOR each bind himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF the parties to these present have hereunto set their hands and seals, the District on the day and year hereinbefore first written and who hereby certifies under penalties

of perjury that this CONTRACT is executed in accordance with all applicable municipal, state and federal laws having jurisdiction.

By: \_\_\_\_\_

Housatonic Area Regional Transit

\_\_\_\_\_ Date

Firm Name: \*

By: \_\_\_\_\_

Contractor

\_\_\_\_\_ Date

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



**End of RFP**