



Housatonic Area Regional Transit (HARTransit)
Architectural, Engineering and Construction Management Services
Request for Qualifications (RFQ)
RFQ 21-02

Solicitation Advertisement	5/2/2021
Pre-Bid Conference	5/10/2021
Deadline for Questions	5/17/2021
Return of Proposals – Required Due Date	6/7/2021
Contract Award Date (on or about)	6/20/2021
Contract Commencement (on or about)	7/15/2021

Through this Request for Qualifications (RFQ), you are invited to submit a proposal for this project. A Scope of Services, terms, conditions and instructions for submitting proposals are contained in this document. This RFQ with all pages, documents and attachments contained herein, or subsequently added to and made a part of, submitted as a fully and properly executed proposal shall constitute the contract between the Housatonic Area Regional Transit District (HARTransit) and the successful bidder when approved and accepted on behalf of the Transit

District by an authorized official or agent of the Transit District. Please review the RFQ document as soon as possible and note the deadline for questions in the instructions to proposers. PROPOSALS MUST BE RECEIVED BEFORE THE DUE DATE - LATE PROPOSALS WILL NOT BE CONSIDERED. The Transit District reserves the right to postpone the completion of evaluation of proposals, or to cancel this RFQ altogether at any time for any reason for its own convenience.

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I. INSTRUCTIONS TO PROPOSERS

1. Examination of RFQ – Before submitting a response, proposers shall carefully examine the specifications and Scope of Services and shall fully inform themselves as to all existing conditions and limitations.

2. Preparation of Proposal – The response shall be legibly prepared in ink or typed. The Proposal shall be legally signed and the complete address of the bidder given thereon. All Proposals shall be contained in a package identified by the project name. Responses submitted by Fax machine will not be accepted.

3. Explanation to Proposers – Any binding explanation desired by a proposer regarding the meaning or interpretation of the Request for Qualifications (RFQ) and attachments must be requested in writing, by the Deadline for Questions so a reply may reach all prospective bidders before the submission of proposals. Any information given to a prospective proposer concerning the RFQ will be furnished to all prospective proposers as an amendment or addendum to the RFQ if such information would be prejudicial to uninformed proposers. Receipt of amendments or addenda by a proposer must be acknowledged in the response by attachment, or by letter received before the Due Date for responses. Oral explanation or instructions given prior to the opening will not be binding.

4. Qualification Based Selection – For this Architectural, Engineering and construction project, cost is not a consideration in the selection of a firm or team to carry out the tasks envisioned in this scope and under this RFQ. HARTransit intends to use a qualifications-based evaluation process and negotiate a final agreement with the number one ranked proposer if possible and a fair and reasonable price can be agreed upon. If no agreement can be made with the number one ranked proposer, HARTransit reserves the right to negotiate with the next highest ranked proposer and continue this process until a satisfactory contract is reached.

5. Withdraw of Responses – Proposals may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the response but only if the withdrawal is made prior to the Due Date for responses.

6. Alternate Proposals – Proposers are cautioned that any alternate proposal, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFQ may be considered non-responsive and at the option of the Transit District, result in rejection of the alternate bid.

7. Late Bids – Any response received at the office designated herein after the date specified for receipt will not be considered. (Note: The Transit district reserves the right to consider responses that have been determined by the Transit district to be received late due to mishandling by the Transit district after receipt of the response and no award has been made.)

8. [Reserved]

9. Date, Time and Number of Copies – Proposers shall submit electronic PDF copies of their response. Proposers must also submit their rate sheet for staff proposed to participate in the scope of services envisioned for this project. Rate sheets shall be submitted in a separate File. Responses must be delivered to:

Office of the Chief Executive Officer
HARTransit
62 Federal Road
Danbury, Connecticut 06810
Ricks@hartransit.com

Proposals must be received not later than:

3:00 p.m. on 6/7/2021

Proposal file names shall be clearly identified: "Proposal for Architectural, Engineering and Construction Management Services".

Rate sheets shall be submitted as a separate file marked "Rate Sheet - Proposal for Architectural, Engineering and Construction Management Services."

Proposals will not be publicly opened. All proposals and evaluations will be kept confidential throughout the evaluation, negotiation and selection processes. Only the members of the evaluation committee and other procuring officials, employees and agents having a legitimate interest, will be provided access to the proposals and evaluation results during this period.

The Transit District has established procedures to protect the integrity of the proposal process. Failure to properly mark your proposals may result in your proposal being disqualified for non-compliance. It is the Proposer's responsibility to ensure that proposals are delivered prior to the closing date and time. The Transit District assumes no responsibility for any disclosure of proposal terms for a proposal that is submitted which does not meet these sealed proposal requirements.

Any and all correspondence relative to this RFQ must be directed to the Chief Executive Officer and shall be in writing. It is the responsibility of the Proposer to assure that the Transit District has received correspondence. Any questions or comments directed at other Transit District employees, officials or agents may result in the Proposer's proposal being disqualified.

A Virtual Pre-Bid Conference Meeting will be held on:

1:00 p.m., on 5/10/2021

The pre-bid conference is to discuss the Project and answer questions. An opportunity to view the site where services will be required will also be provided. This meeting is not mandatory and will be held virtually. Proposers are encouraged to participate. The Transit District encourages Proposers to submit, in advance of the meeting, any questions to be answered at the meeting. This will provide for a better quality and more timely response to questions. Remarks and explanations at the Pre-Bid Conference shall not change or modify the terms of this solicitation unless HARTransit issues a written amendment.

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

This RFQ is not to be construed as a commitment of any kind; nor does it commit the Transit District to pay for costs incurred in the submission of a proposal or for any costs incurred prior to the execution of a formal Contract.

The responsibility for submitting a proposal to the Transit District on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The Transit District will in no way be responsible for delays caused by United States Mail, World Wide Web, private courier delivery or any other occurrence.

11. General Provisions and Conditions

11.1 Proposal Requirements – This document is intended to indicate the minimum requirements for the preparation and submission of proposals. Elaboration for the purposes of clarity and emphasis on expertise is welcome. The Proposer must submit in its response a complete, carefully described Program, which represents the optimum service set forth in this RFQ. In determining the optimum service, the Proposer shall consider their technical approach to this Program. This RFQ, the Proposal and all other accompanying documents or materials, submitted by the Proposer, will constitute part of any subsequent Contract.

11.2 Investigation of Conditions – Proposers are directed to investigate all conditions involved in meeting the requirements of this RFQ, to carefully read the RFQ and all appendices/addenda and to inform themselves fully of the conditions under which the work is to be performed. No Contractor will be allowed additional compensation for items on which it has failed to inform itself and/or miscalculations.

11.3 Addendum/Modification – The Transit District reserves the right to alter and/or change this RFQ and/or specifications prior to the proposal due date. Addenda, if any, shall be issued as required. If such addenda will have an impact on price and or delivery, it shall be issued no later than fourteen (14) calendar days prior to the proposal due date. In the event that an unexpected change is required later than this, the Transit District reserves the right to postpone the proposal due date.

Changes may only be made to this RFQ by addendum/amendment issued by the Transit District. Receipt of an addendum/amendment to the RFQ by a Proposer must be acknowledged by signing and returning the addendum with the proposal. The Transit District is not bound by any oral interpretations, clarifications, or changes made to this RFQ by any Transit District staff member. Any clarification or change to the RFQ must be provided in writing pursuant to this section.

11.4 Proposal Withdrawal – Every Proposer who submits its Proposal specifically waives any right to withdraw it except as hereinafter provided. Proposers will be given permission to withdraw any Proposal after it has been deposited with HARTransit, provided any Proposer makes its request in writing at least one (1) hour before the time Proposals are due. No Proposer may withdraw its Proposal within ninety (90) calendar days after the Proposal due date.

11.5 Transit District Rights

- The Transit District reserves the right to postpone the completion of evaluation of proposals or to cancel this RFQ altogether, at any time and for any reason, for its own convenience.
- The Transit District reserves the right to accept any proposal or reject any and all proposals, without penalty, at its sole discretion and to reissue this RFQ.
- The Transit District reserves the right, but is not obligated, to waive any minor irregularities.
- The Transit District reserves the right to award Contracts to more than one Proposer.
- The Transit District reserves the right to withdraw this RFQ at any time, without prior notice or to postpone the proposal due date or award date, for its own convenience.
- The Transit District makes no representations that a Contract will be awarded to any Proposer responding to this RFQ.
- The Transit District reserves the right to check references, interview staff and/or visit qualified Proposer's facilities.
- The Transit District reserves the right to negotiate any part of this proposal including the cost or revenue element and/or to request a Best and Final Proposal.
- The Transit District reserves the right to procure any item by other means.
- The Transit District reserves the right to ask questions or request additional details, including regarding any cost/revenue proposals, in order to clarify elements of any proposal from any Proposer.
- The Transit District reserves the right to reject or disqualify any employee of the Contractor from performing service for the Transit District under this Contract with or without cause.
- No Proposal will be accepted from, nor will any Contract be awarded to any person or firm that is in arrears to the Transit District upon any debt or contract

or that has failed to perform faithfully any previous contract with the Transit District.

- Exceptions to the RFQ and conditions placed on any proposal may subject the proposal to rejection for being non-responsive.

11.6 Law and Venue – The laws of the State of Connecticut shall govern the Contract. Both parties agree that venue for any litigation arising from the Contract shall lie in Fairfield County, Connecticut.

11.7 Contract Incorporation and Required Annual Certifications – Contractor shall be aware that the contents of the successful Proposal as well, as the entire content of this RFQ and all appendices, shall be a part of the subsequent contractual documents and that HARTransit has included in this RFQ a sample Standard form Contract which will be used for this project. Additionally, the Contractor shall be aware of the contents of the certifications contained in this RFQ that will be required on an annual basis. Failure of Contractor to accept these obligations will result in the rejection of its Proposal or cancellation of any award. Any damages accruing to the Transit District as a result of the Contractor's failure to contract will be recovered from the Contractor.

11.8 Ineligible Proposers – By submitting a Proposal, all Proposers certify that they are not on any State, Federal or Local Agency Lists of Ineligible Contractors. Proposers are encouraged to enroll in the System for Award Management (SAM) at (SAM.gov) as a S.A.M verification will be conducted by HARTransit prior to any award.

11.9 Investigation of Experience – The Transit District reserves the right to investigate the qualifications and financial condition of all firms under consideration, to confirm any part of the information furnished by the firm and to require further evidence of managerial, financial or professional capabilities that are considered necessary for the successful performance of the Program.

11.10 Contract/Performance Guarantee and Proposal Acceptance – Each Proposal shall be submitted with the understanding that the acceptance in writing by the Transit District of the offer to furnish the services described herein shall constitute a Contract between the Proposer and the Transit District which shall bind the Proposer on its part to furnish such services at the prices given and in accordance with the terms and conditions of this RFQ. The Contract shall be considered as made in Connecticut, and the construction and enforcement of it shall be in accordance with the laws of the State of Connecticut. The successful Proposer will be required to execute a written Contract within thirty (30) calendar days of the Notice of Award.

11.11 Indemnity

Housatonic Area Regional Transit District – The Proposer agrees to, and will, indemnify and hold the Transit District and its board members, officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "Indemnitees") harmless from any

liability in any amount for damages or claims for damages resulting or alleged to have resulted from personal injury (including, but not limited to death, emotional or mental distress and loss of consortium) and/or for property damage, which may arise or be alleged to have arisen in any way from Contractor's implementation of the Project as contemplated by this RFQ and the subsequent Contract. The Proposer further agrees to, and will, defend Indemnitees, or any of them, from any claims, actions, or suits for any damages, injuries or losses whatsoever, caused or alleged to have been caused by reason of Contractor's performance of the Project as contemplated by the RFQ and subsequent Contract. The Proposer's obligations and duties as established in this Section will be in force and apply to Proposer's acts, omissions, or failures to act of any kind, whether negligent, the result of Contractor's willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended that the acts, omissions or failures to act of parties other than the Proposer (including Indemnitees) caused or contributed to the losses, injuries or damages claimed.

For the purpose of the preceding paragraph, the term "losses" means all amounts paid to settle or satisfy any judgments or awards resulting from any claims arising from an occurrence, plus all amounts paid on account of attorney's fees, court costs and any other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

Municipalities - In addition, the Proposer agrees to hold harmless and indemnify member municipality in performance of all duties under this RFQ and any subsequent contracts, and its, officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "Indemnitees") harmless from any liability in any amount for damages or claims for damages resulting or alleged to have resulted from personal injury (including, but not limited to death, emotional or mental distress and loss of consortium) and/or for property damage, which may arise or be alleged to have arisen in any way from Contractor's implementation of the Project as contemplated by this RFQ and the subsequent Contract. The Proposer further agrees to, and will, defend Indemnitees, or any of them, from any claims, actions, or suits for any damages, injuries or losses whatsoever, caused or alleged to have been caused by reason of Contractor's performance of the Project as contemplated by the RFQ and subsequent Contract. The Proposer's obligations and duties as established in this Section will be in force and apply to Proposer's acts, omissions, or failures to act of any kind, whether negligent, the result of Contractor's willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended that the acts, omissions or failures to act of parties other than the Proposer (including Indemnitees) caused or contributed to the losses, injuries or damages claimed.

For the purpose of the preceding paragraph, the term "losses" means all amounts paid to settle or satisfy any judgments or awards resulting from any claims arising from an occurrence, plus all amounts paid on account of attorney's fees, court costs and any other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

11.12 Performance Standards and Penalties – This RFQ may provide for performance standards and for the assessment of penalties where certain performance standards are not met. The

Proposer agrees that failure to meet the performance standards will diminish the quality, utility and value of the service for which the Transit District has contracted, and that both the Transit District and its riders will suffer actual damage as a result thereof. The Proposer further agrees that the amount of the penalties specified in this RFQ are conscionable and reasonably related to the damage actually suffered and will be paid by the Proposer.

11.13 Interpretation of Language – Should any question arise as to the interpretation of any language or clause of this RFQ or of any other contract document, the question shall be submitted to the Transit District’s Chief Executive Officer (CEO) or his designee, who shall interpret the language. The Transit District’s CEO’s decision shall be final.

11.14 Contract Changes – The Transit District may, at any time, by a written order, and without notice to the Contractor make changes within the general scope of this Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price and the Contract shall be modified in writing accordingly. Any claim to the Transit District for adjustment under this clause must be asserted within 10 calendar days from the date of receipt by the Contractor of the notification of change.

11.15 Severability – If any provision of this RFQ, its Appendices or any subsequent Contract(s) is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the RFQ, its Appendices or any subsequent Contract(s) shall not be affected thereby and shall remain in full force.

11.16 Subject to Financial Assistance – Items described in these specifications are to be purchased with the assistance of grants from the State of Connecticut Department of Transportation (ConnDOT) and the Federal Transit Administration (FTA) and various municipalities and are subject to a financial assistance contract between the Transit District and the U.S. Department of Transportation and/or the Connecticut Department of Transportation and/or any of the Transit District’s funding sources. The successful Proposer will be required to comply with all terms and conditions prescribed for third party contracts. This Contract may be subject to annual reauthorization of funding. In addition, any Contractor selected through this RFQ process shall be subject to all terms and conditions of contracts between the Transit District and any of its funding sources.

In the event that the Transit District is required to obtain FTA or CTDOT approval prior to entering into the Contract with the Proposer, the Contract shall be deemed subject to the condition of FTA or CTDOT approval, and the failure to obtain such approval, where required, shall terminate all the Proposer’s rights hereunder and bar it from the right to any mortgage, lien or other security interest in any way arising out of or relating to the Project.

11.17 Audit and Inspection of Records – The Proposer agrees that the Transit District or its designee, the Comptroller General of the United States, The State of Connecticut, or any of their

duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records and accounts with regard to the Project in any way. Further, the Proposer agrees to maintain all required records for at least three years following the end of the term of the Contract awarded under this RFQ. The Proposer shall permit and allow any and all authorized Transit District employees or representatives to enter upon any part of the Proposer's property or facilities, for the purpose of conducting studies and surveys, inspecting facilities and equipment, inspecting and /or auditing books and records, and for other matters relevant to the Program. No notice shall be required for inspections to be conducted by the Transit District. The Transit District shall have the sole right to determine when, where and under what conditions inspections are to be carried out.

11.18 Enforcement – The Transit District’s failure or decision not to enforce any part of this RFQ or subsequent Contract does not preclude HARTransit from such enforcement at a later date.

11.19 Ownership of Records and Data – The Transit District retains unconditional ownership of all documents, data, information, reports or other materials produced under the Contract.

11.20 Independent Contractor – Nothing in this RFQ, it’s Appendices or any subsequent Contract(s) shall constitute or be construed to create a partnership or joint venture between the Transit District and the Proposer or its successors or assigns. In entering into a Contract the Contractor is at all times acting and performing as an independent Contractor, duly authorized to perform the acts required of it hereunder.

11.21 Amendment to Conform to Laws and Regulations – The Transit District and its service is subject to the requirements of the Americans with Disabilities Act of 1990 and implementing regulations issued thereunder ("ADA"). The ADA and the regulations or other applicable statutes and regulations may be amended. For these reasons, the Transit District reserves the right to modify its Contract with the Contractor to conform, if necessary, to amendments to the ADA or other statutes and/or regulations thereunder.

At all times the Contractor will ensure that all elements of the Program are in accordance with all applicable Local, State and Federal laws and regulations applicable in whatever way to this Program, and pursuant to the terms of the Contract. The Transit District will not be responsible or liable for Contractor's violations of said laws. Contractor will, at its sole cost, defend, indemnify and hold the Transit District harmless from all claim, demands, actions, or liability arising out of or resulting from Contractor's failure to adhere to the terms of this Section.

11.22 Affirmative Action Plan – Proposers shall include a copy of their Affirmative Action Plan and a brief description of how that plan is being implemented.

11.23 Corporate Status – If required for the items described in this RFQ, all Proposers must be currently licensed to do business in the State of Connecticut and maintain such license throughout the duration of the Contract.

11.24 Conditional Proposals – Conditional proposals or those that take exception to the specifications in this RFQ may be considered non-responsive at the Transit District’s sole discretion and may be rejected.

11.25 Competitive Procurement – In the procurement of goods and services for use in this Project the Contractor shall follow the procurement procedures of HARTransit.

11.26 Contract Commencement and Term – The Contract is expected to commence on or about January 2021 and will extend for an estimated five-year period.

11.27 Covenant Against Gratuities – The Contractor shall not offer or provide gifts, favors, entertainment or any other gratuities of monetary value to any official, employee or agent of the Transit District before, during or for three years after the period of any agreement or Contract entered into under this RFQ.

11.28 Safety – Contractor will comply with all state and federal Safety regulations pertaining to the Program as contemplated by this RFQ. The Contractor will notify the Transit District’s CEO of all inspections performed by any other government agency, and transmit results of said inspections to the Transit District.

11.29 Records and Reports – The Contractor will prepare, maintain and submit on time, records, reports and notices with respect to any aspect of the Contract as required by the Transit District and detailed in later sections of this RFQ. Unless otherwise indicated, all reports will be approved by the Transit District, and will be submitted to the Transit District. Contractor's failure to submit these reports may subject Contractor to penalties. The Contractor will be required to maintain complete and accurate books of accounts. Such records shall be submitted as prescribed in this RFQ and modified, from time to time by the Transit District. The Proposer will fully demonstrate the methodology and present samples of how this will be achieved in their response to this RFQ. The Transit District reserves the right to inspect and audit such books from which said information is derived. The Transit District shall determine submission report format provided by the Contractor.

11.30 Financial Records – The Contractor will maintain a set of financial records, in accordance with generally accepted accounting principles, for this Contract and for a period of not less than three (3) years following the end of the term of this Contract. These records will detail all costs incurred in the provision of the Program. Contractor will employ at its own cost an independent certified public accountant who will issue audited financial statements reflecting Contractor's operations under the Contract within ninety (90) calendar days of the end of the Transit District’s fiscal year (July 1st through June 30th). The Contractor will submit copies of these audited financial statements to the Transit District promptly upon their issuance. Contractor will establish and maintain all expenditures incurred by it with respect to the performance of the Contract, and keep and maintain any other relevant financial records or documents.

11.31 FTA and State Required Reports – Contractor will cooperate with the Transit District, State and FTA in any way in order to satisfy FTA and State reporting requirements. All of the reports will be retained by the Contractor for three (3) years and may be audited by the Transit District, State and FTA at any time within this period.

11.32 Subcontracting – The Contractor shall not subcontract any obligation it has under the Contract without the prior written consent of the Transit District. If subcontractors are to be used, such relationships should be discussed in detail in the proposal.

11.33 Confidentiality of Records – The Contractor shall agree that the information and records relating to the provision of this service are confidential and shall not be disclosed to any person without the prior written authorization of the Transit District.

11.34 Management Supervision – The Transit District shall have the right to monitor the performance of the Contractor. In addition, HARTransit shall have the right to:

- Review and approve the personnel assigned used and/or employed by Contractor in performance of the Contract;
- Review and approve any aspect of the Program; and
- Make assessments against Contractor in accordance with any Service Performance Standards and Penalties of this RFQ.

11.35 Excuses from Performance – The Transit District and Contractor will be excused from performing their respective obligations under the Contract in the event they are prevented from so performing by reason of fire, flood, earthquake, storm, acts of God, explosion, war, insurrection, riots, acts of any government (including judicial action), and/or any other cause similar to the foregoing which is beyond the control of and not the fault of the party claiming excuse of performance hereunder; provided, however, that the party claiming excuse from performance hereunder shall, within twenty-four (24) hours after such party has given notice of such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse from performance under this section. In the event that either party validly exercises its rights under the above paragraph, the parties hereby waive any claims against each other for any damages sustained thereby. Strikes and labor disputes involving the Contractor's employees shall not be considered as a reason justifying an Excuse from Performance.

In the event that the Contractor is excused from its obligations hereunder for any of the aforementioned reasons, the Transit District may perform all such obligations itself with its own or other personnel without liability to Contractor. Further, in the event the Contractor is excused from performing its obligations hereunder for any of the aforesaid reasons for a period of thirty (30) calendar days or longer, the Transit district will have the option to immediately terminate the Contract by giving Contractor written notice thereof.

11.36 Termination – The Transit District, effective thirty (30) days after date of written notice, may suspend, postpone, abandon, or terminate the Contract for any or no reason and such action shall in no event be deemed a breach of contract. The Transit District, effective after five (5) days of written notice, may suspend, postpone, abandon, or terminate the Contract, and such action shall in no event be deemed a breach of contract when taken for cause including, but not limited to (a) the Contractor's failure to render the Services under the Project to the satisfaction of HARTransit or the Connecticut Department of Transportation; (b) the termination for any reason of the operating assistance contract between the Transit District and the Connecticut Department of Transportation, the Federal Transit Administration or any other funding source for the funding of this Project; or (c) the Contractor's failure to otherwise comply with the terms of the Contract. In the event that this Contract is terminated for any reason whatsoever, the Transit District reserves the right to award this Contract to the next highest-ranking Proposer based on the original evaluations.

The Transit District at its sole discretion may, in the case of a termination for cause, breach or default, allow the Contractor ten (10) calendar days 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 the Transit District's satisfaction the breach or default or any of the terms, covenants, or conditions of the Contract within ten (10) calendar days after receipt by Contractor or written notice from the Transit District setting forth the nature of said breach or default, the Transit District 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 the Transit District from also pursuing all available remedies against Contractor for said breach or default. Proposers must also agree to the termination clauses included in the Required Federal Clauses section of this RFQ.

11.37 Media Coverage – The Contractor shall not discuss any matter related to the provision of this service to any media including but not limited to: newspapers, radio stations, television stations, trade journals, social media or at any public forum live or recorded without express written permission of the HARTransit CEO.

11.38 Conflict – In the event that there is a conflict between this RFQ and any proposal accepted subsequently, then and in that instance, this RFQ shall prevail. If there is a conflict between any parts or clauses of this RFQ the CEO or his/her representative of the Transit District will clarify said conflict. The CEO's decision shall be final.

11.39 Definitions – The terms "Proposer", "Proposer", "Respondent", "Operator", and "Contractor" and other forms of these terms refer to the entity submitting a proposal in response to this RFQ and/or any entity that is awarded a Contract as a result of this RFQ. The terms "Procurement" refers to the process used herein to award a Contract under this RFQ. The terms "Service", "the Service", "Project", "the Project", "Program", "the Program" and "the Transit District's Service" refer to the complete service for which the Transit District expects to award a Contract under this RFQ. "HARTransit" and "the Transit District" and "Housatonic Area

Regional Transit” all refer to the Housatonic Area Regional Transit District. All terms are subject to the Interpretation of Language section of this RFQ.

11.40 Insurance Requirements Safety and Risk Management – Safety and risk management functions are considered by the Transit District to be essential to the Project's success. The Contractor shall be responsible for oversight of risk management functions, including all aspects of training. The Proposer's experience in successful risk management functions will be an important consideration in evaluating proposals. The successful Proposer will be responsible for the following items and the Proposer's proposal will address each paragraph in this section.

The successful Proposers must maintain the following insurance in force during the term of services provided by the Contractor under this procurement. Said policies shall provide that the Transit District, the State of Connecticut, and each participating municipality be named as additional insured for the successful Contractor’s full limits of coverage with advance notice of cancellation as required below. Copies of all insurance certificates, with the Transit District et al. named as additional insured will be supplied to the Transit District prior to service initiation. This insurance will protect the Contractor and the Transit District from claims that may arise from the successful Contractors acts or omissions.

- Workers Compensation and employers liability in accordance with the laws of the State of Connecticut.
- Umbrella Liability
- Comprehensive General Liability Insurance to include:
 - Premises/operations,
 - Contractual liability,
 - Personal injury,
 - Products/completed operations,
 - Property damage.
 - Sexual abuse and molestation

With the following minimum limits of liability:

- \$5,000,000 -- Per occurrence for bodily injury,
- \$5,000,000 -- Per occurrence for property damage,
- \$5,000,000 -- Combined single limits

Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles. The minimum liability limits will be:

- \$5,000,000 -- per occurrence for bodily injury,
- \$5,000,000 -- per occurrence for Property Damage,
- \$5,000,000 -- Combined limits.

Professional Liability Insurance covering the successful Proposers, its agents and employees in an amount not less than \$1,000,000. This insurance will cover errors and omissions.

The Transit District reserves the right to increase the amount or types of coverage after written notice to the Contractor at any time. In any event, such insurance coverage shall comply with all statutory and regulatory requirements. Any variances from the minimum types and amounts of insurance coverage shall be considered by the Transit District upon written request from the Contractor explaining the reasons therefore, and may be allowed at the sole discretion of the Transit District and only after written notice to the Contractor.

All such insurance coverage shall name HARTransit, its member municipalities (Bethel, Brookfield, Danbury, Newtown, New Fairfield, New Milford, Redding and Ridgefield) and the State of Connecticut as an additional insured. Such insurance shall protect the Transit District, the relevant municipality and the State of Connecticut against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of the Project equipment for the purposes of this Program and for any other purpose.

The Program shall not commence until the Contractor has submitted a certificate of insurance to the Transit District naming the Transit District, the relevant municipalities and the State of Connecticut as an additional insured and indicating that the other insurance requirements of this Section are satisfied. Prior to the termination or lapse of any such insurance coverage, the Contractor shall submit a similar additional certificate of insurance to the Transit District. This Section shall not prevent the Transit District from contracting for such required insurance coverage at any time, and in such event the Contractor shall pay the Transit District for all costs of such insurance.

11.40.1 Failure to Procure or Maintain Insurance – Contractor's failure to procure or maintain required insurance will constitute a material breach of the Contract.

11.40.2 Subrogation – Contractor, as insurer, waives any right of subrogation against the Transit District that might arise by reason of any payment under any policy required by the Contract.

11.40.3 Insurance Review – All insurance is subject to review by an insurance consultant chosen by the Transit District in the event the Transit District deems it necessary. Commercial general liability insurance will meet or exceed the requirements of the most current ISO Forms. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name "Housatonic Area Regional Transit" (HARTransit), its officials and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the Transit District will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable except upon thirty (30) days prior written notice to the Transit District except for nonpayment of premiums which may be cancelable upon ten (10) day notice.

Contractor will furnish to the Transit District duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under the Contract and such other evidence of insurance or copies of policies as may be reasonably required by the Transit District from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. Contractor will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Should Contractor fail to obtain and maintain the insurance required by the Contract, the District may obtain such coverage at Contractor's expense and charge the cost of such insurance along with liquidated damages to Contractor or terminate the Contract.

11.41 Discrimination - The contractor, sub-recipient, or subcontractor 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 DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as HARTransit deems appropriate.

11.42 Prompt Payment - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contract receives from HARTransit. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen days after the subcontractors 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 HARTransit. This clause applies to both DBE and non-DBE subcontracts."

II. SCOPE OF SERVICES

General Purpose - HARTransit is seeking architectural, engineering and construction management services for a task-based contract which includes multiple projects at two separate facilities. The program envisioned for this project is aimed at improving and expanding District facilities. The improvements are aimed at updating safety and keeping HARTransit facilities in a state of good repair. The expansions are planned to meet current and future needs of the agency.

This Scope of Services provides an overview of the tasks envisioned for the program under this RFQ and respondents are encouraged to detail their expertise and experience in each area and to describe their past successful efforts with similar projects. HARTransit is interested in working with an innovative and creative design firm or team with expertise in all of the areas envisioned in this RFQ. Responders are encouraged to detail their relevant experience and expertise in facility design and construction management related to transit administrative, maintenance and public facilities.

Term of the Project - HARTransit expects that all of the work under this project will be completed within a five-year period from the commencement of a contract.

Profile of Housatonic Area Regional Transit - HARTransit is the provider of both fixed route and demand response services throughout the greater Danbury region. The agency is comprised of the member municipalities of Bethel, Brookfield, Danbury, New Milford, New Fairfield, Newtown, New Milford, Redding and Ridgefield, with service extending to Wilton, and Norwalk, as well as Brewster, Katonah and Southeast New York.

Services operate 362 days each year. The weekday service span generally extends from 6 am to 10:30pm, Saturdays from 8am to 10:30pm and Sundays and select holidays from 9am to 7pm. There is no service operated on Christmas, Easter and Thanksgiving.

The operations facility is staffed and open weekdays from approximately 4:30am to 10:45pm, Saturdays 6:45am to 10:45pm and 8:15am to 2pm on Sundays and select holidays. HARTransit operates a fleet of 69 vehicles:

- 28 35-foot Gillig transit buses
- 32 Demand response buses (cutaway vans)
- 9 support vehicles (SUVs, light trucks and vans)

Most of the vehicles are currently stored inside the HARTransit facility when not in use.

HARTransit operates its services using two facilities including its administrative and office building at 62 Federal Road, in Danbury, Connecticut and a passenger terminal known as the Downtown Danbury Pulse Point, which is located at 3 Kennedy Avenue in Danbury.

HARTransit's main office includes three wings: an administrative office wing currently housing administrative functions and front-line supervision; a maintenance facility where maintenance and vehicle repair takes place and a storage building where rolling stock is housed when not in use. This facility was completed in 1998, and includes a core structure from 1986 and will be the focus of most of the tasks under this program.

The Downtown Danbury Pulse Point includes a 450 square foot ticket sales building, a large canopied waiting area for passengers, shelters and benches, recessed bus loading bays for up to ten buses, ornamental street lighting and iron fence, sidewalks, pedestrian crosswalk, information displays, and landscaping. The facility was completed in 1993 with some interior rehab in 2019. No restrooms are provided for passengers.

General Tasks - While details of the specific tasks are described later in this Scope of Services, the general tasks include:

At the Federal Road facility:

1. Analysis of the structural loading capability of the facility roof for the installation of a solar array and recommended design options for such an array; preparation of bid documents for installation of same.
2. Planning, design and the preparation of construction bid documents for the replacement/repurposing of the cement plaza located in front of the building;
3. Planning, design and the preparation of construction bid documents for the refurbishing of the HARTransit maintenance shop and parts areas;
4. Planning, design and the preparation of construction bid documents for the refurbishment of interior office space including the driver's day room, bathrooms and kitchen/lunchroom facilities;
5. Planning, design and the preparation of bid documents for canopies to protect contingency buses and other equipment stored outside the facility;
6. Various other tasks which may arise associated with the above tasks or other expansion and improvement projects.

The overall goal of this series of tasks is to maintain the facilities and grounds in a state of good repair and allow for expansion to accommodate growth, new equipment and anticipated electric propulsion systems and charging facilities for a 10-15 year horizon.

At the Pulse Point:

1. The assessment of needed sidewalk repairs/replacement and the planning, design and development of construction bid documents for same.
2. The planning and development of construction bid documents for repairs, rehabilitation, and improvement of the existing shelters at the station; and

3. The planning, and development of construction bid documents for the installation of additional covered waiting areas
4. Various other tasks which may arise associated with the above tasks or other expansion and improvement projects.
5. The planning and development of construction bid documents for a potential future location adjacent to the existing Danbury MTA Metro-North train station

The overall goals of these tasks are to keep the facility in a “like new” condition for HARTransit riders, accommodate new vehicle types anticipated in the next 10 years. All work under this series of tasks must ensure the original design aesthetic and integrity of the facility.

Scope of Services Details - This section of the Scope of services will provide background information and details of the scope tasks as envisioned by HARTransit.

Federal Road Facility Tasks

1. Analysis of the structural loading capability of the facility roof for the installation of a solar array, provision of recommended design options for such an array and development of bid documents

HARTransit is looking to reduce its operating costs and provide greener alternatives for the operation. The facility has essentially three roof structures, two metal buildings and a purpose-built structure housing the administration and operations offices. The items associated with this task include an analysis of the load bearing capability of the roof, recommended design of a solar array and development of bid documents for the installation of same. Bidders should note that it is anticipated that the transit system will be moving to the operation of electric transit vehicles within the next ten years, which would be housed, charged and maintained at this location.

2. Planning, design and the preparation of construction bid documents for the replacement/repurposing of the cement plaza located in front of the building

When the building was constructed in 1998, a large cement plaza was installed in the front of the building; essentially dead space in a constrained site. HARTransit seeks to modify this use potentially by expanding parking, increasing greenspace or other changes as recommended. The successful bidder will develop a recommended option and necessary construction documents.

3. Planning, design and the preparation of construction bid documents for the refurbishing of the HARTransit maintenance shop and parts areas

The HARTransit maintenance facility was completed in 1987 and while it has had a series of improvements over the years, it is in need of refurbishing including industrial cleaning and preparation and repair of surfaces, modernizing of parts storage areas, floor surface replacement and various safety and mechanical system upgrades.

4. Planning, design and the preparation of construction bid documents for the refurbishment of interior office space including the driver's day room, bathrooms and kitchen/lunchroom facilities

The driver break room, locker room and other common spaces at the HARTransit facility are over 20 years old and no major modification have been made. Among other options, HARTransit would like to modernize the workspaces and sanitary facilities, potentially expand the restrooms with a gender-neutral option, and consider options for a workout/recreational room.

5. Planning, design and the preparation of bid documents for canopies to protect contingency buses and other equipment stored outside the facility

HARTransit often stores vehicles coming off or onto the fleet roster outside of the building in the elements. This task will examine the potential for a partial canopy on the building exterior to provide shelter for these vehicles.

6. Various other tasks which may arise associated with the above tasks or other expansion and improvement projects

HARTransit is aware that as the above noted tasks are being completed, the need may arise for additional services not identified in detail in this scope of services. This task will be used to complete these items and others associated with the general facility expansion and improvement goals of this project.

Pulse Point Tasks

1. The assessment of needed sidewalk repairs/replacement and the planning, design and development of construction bid documents for same.

The downtown Danbury Pulse point is over 20 years old. The side walk areas have been patched and repaired piecemeal over the years and needs complete repaving. The successful bidder will design sidewalk improvements in coordination with the city of Danbury and develop construction bid documents for the same.

2. The planning and development of construction bid documents for repairs, rehabilitation, and improvement of the existing shelters at the station

The existing shelters at the facility are in need of upgrade and repair; these structures are purpose built into the station facility itself.

3. The planning, and development of construction bid documents for the installation of additional covered waiting areas

HARTransit is interested in providing additional covered waiting areas for riders potentially by the extension of the existing canopy of the Pulse Point building.

4. Various other tasks which may arise associated with the above tasks or other expansion and improvement projects

HARTransit is aware that as the above noted tasks are being completed, the need may arise for additional services not identified in detail in this scope of services. This task will be used to complete these items and others associated with the general facility expansion and improvement goals of this project.

Construction Management Services

Once the construction bid documents for the above tasks are released and the projects awarded, HARTransit will be in need of construction management services including proposal reviews, evaluations of cost proposals, evaluations of requests for approved equals, requests for information and oversight of materials inspection, site inspections, the evaluation of change orders and other construction management services and project close-out services. Proposers should detail their team's experience in this regard.

III. REQUIRED CONTENT OF PROPOSALS

All proposals shall contain the following items in the order in which they appear on the table below. Proposers are advised to review the entire RFQ and include appropriate documentation demonstrating their ability to perform the services detailed by HARTransit in this RFQ.

Cost is not a consideration in the selection of a firm or team to carry out the tasks envisioned in this scope and under this RFQ. HARTransit intends to use a qualifications-based evaluations and negotiate a final agreement with the number one ranked proposer. If no agreement can be made with the number one ranked proposer, HARTransit reserves to right to negotiate with the next highest ranked proposer. This process continues until a negotiated agreement is reached which the grantee considers to be fair and reasonable.

Item	Description/Evaluation Criteria
Cover Sheet	Submit a cover sheet identifying the Offeror, Offeror's mailing address, telephone number, fax number, and contact person.
Letter of Transmittal	Submit a letter offering the Proposal in response to this RFQ and signed by an executive of the Offeror authorized to bind the Offeror to its offer.
Table of Contents	Submit a table detailing all elements of, and appendices to, the Proposal.
Required Federal and State Forms Clauses and Certifications	Submit all signed forms and certifications included in this RFQ
Signed Addenda/ Amendments	Submit all signed Addenda/Amendments.
Understanding of the Project	Provide a narrative detailing the Proposer's understanding of the work to be performed under this Contract.
Background and Experience	Describe in detail both past and present experience in the provision of the services detailed in this RFQ. Identify those projects that most closely represent the operating profile of HARTransit's service.
Technical Capabilities	Submit a detailed description of the Proposer's ability to perform the tasks envisioned under this project. This section should reflect the expertise and technical capacity to meet HARTransit's needs. Proposers should be explicit about all areas of service under this RFQ.
Communications Plan	Provide a description of the reports to be provided to HARTransit. Discuss what information will be communicated immediately, weekly and monthly. Discuss methods to be used to maintain solid communications within the organization.

References For Past Performance	Provide three (3) references for which you have performed duties similar to those envisioned in this RFQ.
Organizational Chart And Team Members	Submit an organizational outline or chart identifying the names and titles of project team members, reporting relationships within the team, and identifying which functions they will be responsible to perform in relation to the Contract. Please include resumes for all personnel proposed to contribute to this project.
Affirmative Action Plan	Submit a copy of the Offeror's Affirmative Action Plan.
Start-Up Plan	Provide a detailed plan and schedule of the preparations leading to the commencement of this service.
DBE Plan	Describe the use of Disadvantaged Business Enterprises in this Project. Offerors should identify by contract year the dollars it anticipates spending using DBE businesses as well as identifying those DBEs committed to this Project.
Insurance Coverage	Fully describe all insurance coverage to be carried for the term of this Contract and corresponding limit of coverage. Be sure to address all insurance and risk management issues raised in the RFQ.
Safety Program	Describe in detail safety efforts contemplated for this operation. Include a description of the standards applied to the workforce in terms of minimum acceptable safety performance and the means used to measure such performance.
Cost Proposal	The Contractor shall present a detailed proposal for cost for this project for each of the five years in the possible term. HARtransit may request a detailed breakdown of the proposed hourly rate for any proposer.
Financial Statements	The Contractor shall provide audited financial statements for the previous three years. Provide details demonstrating the financial stability of the proposing firm.
S.A.M. Verification	Firms responding to this RFQ must include evidence that they are registered in the Federal System of Award Management (S.A.M) System.

IV. PROPOSAL EVALUATION

The Proposals will be evaluated based upon the following criteria which indicate the importance of each area to HARTransit.

Criteria	Score
Understanding of the Project	Up to 10 Points
Background and Experience – Past Performance – The offeror’s ability to perform the contract successfully	Up to 40 Points
Technical Criteria - Specific methods, designs, and systems proposed to be used by the offeror will be considered	Up to 30 Points
Key Personnel - Qualifications and experience of key personnel.	Up to 15 Points
DBE Participation	Up to 5 Points
Total Possible	Up to 100 Points

HARTransit reserves to right to and may develop a short list of firms and conduct interviews of candidates for this program as part of its evaluation process. HARTransit may also request additional details and supporting data or information related to any portion of any proposal.

V. 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 Invitation for Bid 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 bid opening, which will include protests addressing the adequacy of the IFB'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 Bid Opening - When a protest against the making of an award is received, and whose bids might become eligible for award, Bidders 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:

1. The items to be procured are urgently requested; or

2. Delivery or performance will be unduly delayed by failure to make the award promptly;
or
3. 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. 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 RFQ and any subsequent Contract. The venue for any litigation arising from this RFQ or Contract shall lie in Fairfield County, Connecticut.

VI. 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 bid may render your bid non-responsive

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1. No Federal Government Obligations to Third Parties (by Use of a Disclaimer)

(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 Purchaser, 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.

_____ Signature of Authorized Contractor's Official

_____ Printed Name and Title of Contractor's Authorized Official

_____ Name and Address of Contractor

_____ Date

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 Third Party Contract Records

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

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described

at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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

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

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

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

Sources of Authority:

1 49 USC 5325 (a)

2 49 CFR 633.17

3 18 CFR 18.36 (i)

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. 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

6. 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.

7. Changes to Federal Requirements

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.

8. Termination

a. Termination for Convenience (General Provision) The Housatonic 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.

i. Termination for Convenience or Default (Architect and Engineering Services). The District may terminate this contract in whole or in part, for its convenience or because of the failure of the Contractor to meet the terms of the contract. The District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and, (2) deliver to the District's CEO all

data, drawings, specifications, reports, estimates, summaries and other information and materials accumulates in performing this contract, whether completed or in process. HARTransit has a royalty free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, HARTransit may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the District. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District.

Signature of Contractor's
Contract Manager

Date

9. 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.

10. 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 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.)

11. 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.

13. 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.

14. Lobbying

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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(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. A 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

15. Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The 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. (2) 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.

16. Clean Water

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The 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.

(2) 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.

17. Contract Work Hours and Safety Standards Act

1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - HARTransit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and

Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

18. Seismic Safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49CFR part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

19. 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.

20. Eligible Contractor Certification

(name of the third-party contractor) hereby certifies that it is / is not (circle one) included on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Firm Name: _____

Signature: _____

Title: _____

Date: _____

21. 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.

22. 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 District'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.

**VII. 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 bid may render your bid non-responsive.

1. Acknowledgement of State Required Clauses **(Signed Certification Required)**
2. DBE Certification **(Signed Certification Required)**
3. Special Provisions
4. Affidavit of Non-Collusion **(Signed Certification Required)**
5. Required by State of Connecticut **(Signed Certification Required)**
6. State Affidavit of Suspension and Debarment **(Signed Certification Required)**
7. Affirmative Action Policy **(Signed Certification Required)**
8. Connecticut Employment Information Form **(Signed Certification Required)**
9. Executive Order Number 3
10. Executive Order Number 16
11. Executive Order Number 17
12. Connecticut Required Contract Provisions
13. Connecticut DOT Code of Ethics
14. Environmental Law Provisions
15. Other CT Provisions

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 District 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)		

No	If no, indicate the usual methods of recruitment: <input type="checkbox"/> Connecticut State Employment Service <input type="checkbox"/> Private Employment Agency <input type="checkbox"/> Newspaper Advertisement <input type="checkbox"/> Walk-in <input type="checkbox"/> Other (specify) _____
<p>The signer certifies that its 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 agrees it will affirmatively cooperation in the implementation of the policy and provisions of Executive Order Number Three, and consent and agreement is made that recruitment, employment, and the terms and conditions of employment under the contract shall be in accordance with the purpose and provisions of Executive Order Number Three.</p> <p>Yes <input type="checkbox"/> / No <input type="checkbox"/> Is firm in minority ownership? (51% of assets in control of minorities)</p>	
<p>I certify that the above is correct to the best of my knowledge.</p> <p>Employer _____ Date: _____</p> <p style="text-align: center;">Business Name</p> <p>By _____</p> <p style="text-align: center;">Signature Title</p>	

Form EO 3-1 (rev. 9-93)

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

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 woman 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.

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
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). 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.

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

Ethics Regulations Sections 1 – 81 – 14 through 1 – 81 – 38, found at: 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. 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

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 District harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

15. OTHER CT PROVISIONS

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

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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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.

VIII. 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 from the District.

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 District, or by strikes or causes beyond the control of the CONTRACTOR, the CONTRACTOR 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. In addition, the District's obligation for such delayed work will be excused until the work is prosecuted and/or completed.

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 District 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 request of or as may be required by the District.

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, liabilities, claims, demands, losses, costs and expenses which they or any of them may suffer (including, without limitation, their attorney's 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 any liabilities, claims, demands, losses, injuries, costs (including, without limitation, their attorney's fees), expenses or damages received or sustained to person or property, or both, by any person or entity, to the extent in consequence of or resulting from any negligent work performed by said the CONTRACTOR, or from any negligence or recklessness in guarding said work, or from any negligent or intentional 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 District 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 21-02 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 itself, its partners, successors, assigns and legal representatives to the other party hereto, its 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 RFQ