



HARTransit RFP 22-01

VEHICLE ADVERTISING



July 25, 2021

1.0 REQUEST FOR PROPOSALS

1.1 – Vehicle Advertising Program

1.1.1. SOLICITATION DATA

1.1.1.1 PROCURING AGENCY AND CONTRACTING OFFICER

Request for Proposals (RFP) No: 22-01

Date: July 25, 2021

Procuring Agency:

Housatonic Area Regional Transit District

62 Federal Road

Danbury, CT 06810

Richard A. Schreiner, CEO

(203) 744-4070 X129

ricks@hartransit.com

1.1.1.2. SCOPE

The Housatonic Area Regional Transit District (HARTransit) operates a fleet of 27 transit vehicles and 4 cutaways with space for advertising signage. Buses operate within the Connecticut municipalities of Bethel, Brookfield, Danbury, New Milford, Norwalk, Redding, Ridgefield, Wilton, and the village of Brewster, New York.

HARTransit is seeking proposals for a qualified vendor to manage of the sale of advertising space on HARTransit buses. The District has an existing program with active contracts that will expire on December 31, 2021. HARTransit seeks a contractor with prior experience in the sale of transit advertising, specifically with systems of similar size to the District and the capability to secure and service local and regional advertising accounts.

The successful proposer will be responsible for soliciting advertisers and coordinating the production, installation and removal of signs on vehicles. The contractor shall be responsible for issuing contracts and collecting payments.

1.1.1.3 TERM OF AGREEMENT

The successful proposer will enter into a three-year agreement with an option to extend an additional two years beginning January 1, 2022. Agreement is based on a calendar year.

1.1.1.4. SOLICITATION SCHEDULE

The following is the solicitation schedule for Offerors:

Last day for questions by bidders	Sec. 1.1.2.1	8/13/2021
Proposal Due Date	Sec. 1.1.3.1	8/25/2021
Contract Award	Sec. 1.1.4.2	9/25/2021

1.1.2 PRE-PROPOSAL

1.1.2.1 OFFEROR COMMUNICATIONS AND REQUESTS

All correspondence, communication and/or contact in regard to any aspect of this solicitations or offers shall be with the Contracting Officer identified in "Procuring Agency and Contracting Officer" (Section 1.1.1.1) above, or his/her designated representative. Offerors and their representatives shall not make any contact with or communicate with any members of the Procuring Agency, or its employees and consultants, other than the Contracting Officer in regard to any aspect of this solicitation or offers.

The Offeror can make requests for clarifications in writing up until August 13. Any oral response which is not confirmed by an addendum shall not be official or binding on the Procuring Agency. Any responses to such written requests shall be provided by the Procuring Agency in the form of addenda only. Only written responses provided as addenda shall be official, and all other forms of communication with any officer, employee or agent of the Procuring Agency shall not be binding on the Procuring Agency.

If it should appear to a prospective Offeror that the performance of the work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the RFP or Contract Documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local or Procuring Agency law, ordinance, rule, regulation, or other standard or requirement, then the Offeror should submit a written request for clarification of the Procuring Agency within the time period specified above.

1.1.2.2 ADDENDA TO RFP

The Procuring Agency reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. The Procuring Agency shall provide copies of Addenda to all prospective Offerors officially known to have received the RFP. Prospective Offerors, or their agents, shall be responsible to collect the addendum at the address provided in "Procuring Agency and Contracting Officer" (Section 1.1.1.1 above) or receive same otherwise. Notification of or the addendum will also be mailed or delivered to all such prospective Offerors officially known to have received the RFP and to the address provided by each prospective Offeror. Failure of any prospective Offeror to receive the notification or addendum shall not relieve the Offeror from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP. Prospective Offerors shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals. Failure to acknowledge in their proposals receipt of addenda may at the Procuring Agency's option disqualify the proposal.

If the Procuring Agency determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals will be postponed to allow Offerors sufficient time for revisions. Any new due date shall be included in the addenda.

1.1.3 INSTRUCTIONS TO PROPOSERS

1.1.3.1 DUE DATE

Proposals must be received at the address shown in Section 1.1.1.1 by 11:00 a.m., August 25, 2021 for the provision of vehicle advertising services. Proposals and subsequent offers shall be valid for a period of 90 days. Proposals will not be publicly opened.

1.1.3.2 PROPOSAL REQUIREMENTS

Proposals shall be submitted as a PDF file on a USB flash drive or via email.

Proposers should respond to each one of the criteria used in the evaluation, and not assume any foreknowledge on HARTransit's part. HARTransit will review only material submitted by bidders with their bid during the evaluation process, and is under no obligation to ask for any missing material or research other records in order to score bids. Proposers should respond as completely as possible so that HARTransit can complete its evaluation.

1.1.3.2.1. Technical Proposal

Technical proposals should include the following:

Cover Letter– The cover letter shall introduce the proposer's team, summarize the main qualifications of the team, and indicate that the proposer's team is prepared to sign the License.

Firm Information – Name, business address, telephone and fax numbers, year business was established, and type of organization (individual, partnership, or corporation) and whether firm is a Disadvantaged Business Enterprise (DBE) and/or a Small Business Enterprise (SBE).

Statement of Qualifications – Summarize your firm's qualifications and relevant experience in conducting business similar to that which is required herein within the last three years.

Local Office and Key Personnel – Provide details concerning the office location that would service this contract and include the names, experience, and professional qualifications for key management personnel to be assigned to this contract. Any new or expanded staff required to implement an agreement must be identified. This section shall also include information on subcontractors, if any, and installation, maintenance, and advertising sales personnel to be assigned to this contract.

Marketing Plan - A marketing plan which must include an assessment of the HARTransit System market related to local, regional and national advertising. Support of this assessment must also include specific ad categories and / or advertisers that would be effectively served by transit advertising in this market. Plans to aggressively and creatively increase revenues to HARTransit and to promote increased use of transit advertising must also be included. The marketing plan

should be organized with quantifiable objectives that are supported by action-oriented strategies and guidelines that will help evaluate the firm's performance. Time lines or other deadlines for accomplishing objectives, budget for self-promotion, etc., are to be included.

Proposers should describe how they would limit questionable advertising.

Current Clients / Advertisers – Proposer shall provide an itemized list of their top five advertising clients in 2019, 2020 and 2021. Ranking is to be by gross sales as shown.

Financial Information – Last three years audited financial statements and a letter of reference from a commercial bank chartered in the state of the proposer's home office address.

Business References – Include names and contact information at three transit agencies or similar clients engaged by the bidder.

1.1.3.2.2 Revenue Proposal

Include the following in the revenue proposal section:

- Payment Structure. HARTransit prefers a structure that would include a) an annual guarantee and also b) a revenue sharing agreement for all sales, in addition to and not tied to meeting the annual guarantee. Please indicate the amount of any annual guarantee for the five-year period including option years, and the percent of revenue over the annual guarantee proposed payable to HARTransit each year.
- Alternative revenue proposals will be considered, but if one is suggested, bidders should be as explicit as possible as to how it would be applied.
- Rate Schedule. Please provide a schedule of sign advertising rates for prospective customers.
- Note that HARTransit is a public transit district and is exempt from all Federal, State and Local taxes.

1.1.3.2.3 Capacity

Bidders should provide evidence of liability insurance coverage.

1.1.3.2.4 Required Certifications

Certifications required to submit a proposal include:

- Ineligibility
- Assignability
- CTDOT required certifications

1.1.3.3 PROPOSAL PACKAGING REQUIREMENTS

One electronic original via email, or on a USB flash drive clearly identified with the procurement name and bid due date. The package should contain all the proposal requirements listed in the RFP. Proposal packages should be addressed and delivered as specified in Section 1.1.1.1.

1.1.3.4 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of a proposal already received will be accepted by HARTransit only if the modification is received prior to the proposal due date, or is specifically requested by HARTransit. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

A proposal already received prior to the proposal due date may be withdrawn by submitting to HARTransit a written request for withdrawal executed by the Offeror's authorized representative. After the proposal due date, a proposal may be withdrawn only if HARTransit fails to award the contract during the period when the proposal described in "Due Date" (Section 1.1.3.1) or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be utilized by an Offeror as a means to submit a late proposal and, as such, will not alter HARTransit's right to reject a proposal.

1.1.4 PROPOSAL EVALUATION AND SELECTION

Proposals will be evaluated and selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those of a competitive procurement, whereby proposals are evaluated against established criteria to determine which proposal is most responsive and responsible. Subject to HARTransit's right to reject any or all proposals, the Offeror will be selected whose proposal is found to be most advantageous to the procuring agency, based on consideration of the criteria of "Qualification Requirements" (Sections 1.1.4.3.1) and Proposal Evaluation Criteria" (Section 1.1.4.3.2) below.

1.1.4.1 OPENING OF PROPOSALS

Proposals will not be publicly opened. All offers must be received at the HARTransit facility at 62 Federal Road on xxxx by 11:00 a.m. The determination of the successful offer shall be made only upon subsequent review of the proposals by HARTransit. Cash value is not the sole determining factor in the award of this contract.

1.1.4.2 SELECTION COMMITTEE AND EVALUATION TEAM

HARTransit's CEO will establish an evaluation team. The CEO and the evaluation team will carry out the evaluation process and report its findings to the Board of Directors. The HARTransit Board of Directors acting as the selection committee will make any contract award based on

the recommendations of the evaluation team. Award date is tentatively scheduled for the September 2021 board meeting.

1.1.4.3. PROPOSAL SELECTION PROCESS

The following process will be used to evaluate and select the most responsive and responsible proposal. Any such selection of a proposal by a responsible proposer shall be made by consideration of only the criteria of “Qualification Requirements” (Section 1.1.4.3.1) and “Proposal Evaluation Criteria” (Section 1.1.4.3.2) below. Section 1.1.4.3.1 specifies the requirements for determining responsible proposer, all of which must be met by a proposer found to be qualified. Final determination of a proposer’s qualification will be made based upon all information received during the evaluation process and as a condition for award. Section 1.1.4.3.2 contains all of the evaluation criteria, and their relative order of importance, by which a proposal will be considered for selection. An award, if made, will be to a responsible proposer for a proposal which is found to be in HARTransit’s best interest, revenue and other evaluation criteria considered.

The procedures to be followed for these evaluations are provided in “Evaluation Procedures” (Section 1.1.4.4.) below.

1.1.4.3.1 Qualification Requirements

The following are requirements for qualifying responsible proposers. All of these requirements must be met and are not listed in any particular order. A proposal that does not meet these requirements may be determined to be non-responsive.

- I. Sufficient financial strength, resources and capability to finance the work to be performed and completed the contract in a satisfactory manner as measured by:
 - A. Proposers financial statements prepared in accordance with United States Generally Accepted Accounting Principals (GAAP) and audited by an independent certified public accountant.
 - B. Ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a certificate of insurance.
- II. Evidence that human and physical resources are sufficient to perform the contract as specified
 - A. Qualified management, sales and installation personnel sufficient to complete the contract as required.
- III. Evidence of satisfactory performance and integrity on contracts in making payments on time, meeting reporting obligations, and steps proposer took to resolve any difficulties in the course of its relationships with other clients and advertisers. Evidence shall be gathered through client references.

1.1.4.3.2. Proposal Evaluation Criteria

The following are the complete criteria, listed by their relative degree of importance, which will be used to evaluate prospective proposals.

1. REVENUE PROPOSAL – Best combination of annual guarantee and revenue sharing over the course of the contract shall receive a maximum of 60 points. For every one (1) percent below the highest bid, all other bidders shall have subtracted three (3) points.
2. TECHNICAL PROPOSAL – Has the proposer responded to each of the required submissions as described in the bid? Are there other benefits to HARTransit? Total possible score is 30 points.
3. REFERENCES – Has the proposer supplied the required number (three) of references? Are the references positive? Total possible score is six (6) points.
4. DBE/MBE/SBE firm – Firms that are certified as a CT DBE/MBE or SBE will receive 4 points.

Criteria	Maximum Points	Awarded
Revenue Proposal	60	
Technical Proposal	30	
References	6	
DBE/MBE/SBE firm	4	
Total:	100	

1.1.4.4 EVALUATION PROCEDURES

All aspects of the evaluations of the proposals and any discussions, including documentation, correspondence and meetings, will be kept confidential during the evaluation process.

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract Documents. Proposals that do not comply with these instructions and do not include the required information may be considered non-responsive. HARTransit will not request any missing information or make corrections. Proposers are advised that the detailed evaluation forms and procedures will follow the same proposal format and organization specified in “Instructions to Proposers” (Section 1.1.3). Submittal of a proposal will signify that the proposer has accepted the whole of the Contract.

Evaluations will be made using all of the evaluation criteria and procedures specified in “proposal Selection Process” (Section 1.1.4.3) above. HART will select the highest ranked proposal for any award.

1.1.4.5 CONFIDENTIALITY OF PROPOSALS

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

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

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

1.1.5 RESPONSE TO PROPOSALS

1.1.5.1 ACCEPTANCE/REJECTION OF PROPOSALS

HARTransit reserves the right to reject any or all proposals for sound business reasons and to accept that proposal or modified proposal which, in its judgement, will be most advantageous to HARTransit, all things considered. HARTransit reserves the right to consider any specific proposal which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be non-responsive. HARTransit reserves the right to waive any defects or minor irregularities in any proposals which do not materially affect the proposal or prejudice other proposers.

If there is any evidence indicating that two or more proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, all such proposals shall be rejected. Any proposers found in collusion may be disqualified from participating in future procurements by HARTransit.

1.1.5.2. SINGLE PROPOSAL RESPONSE

In the event that only a single proposal is received, HARTransit will conduct a price and/or cost analysis of the Revenue Proposal. A price analysis is the process of examining the revenue proposal and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis, through comparison to other similar procurements, must be based on an established or competitive price of the elements used in the comparison. The comparison shall be made to advertising programs in transit systems of similar nature to HARTransit's. Where a difference exists, a detailed analysis shall be made of such differences and the associated costs. Where it is impossible to obtain a valid price analysis, it may be necessary for HARTransit to conduct a cost analysis of the revenue proposal. Competent and experienced auditors or price analysts engaged by HARTransit shall make the price and/or cost analysis. The contract will thereupon be awarded to the proposer only if HARTransit is fully satisfied, in its sole judgement, as to the results of such analysis as representing a fair and reasonable proposal.

1.1.5.3. CANCELLATION OF PROCUREMENT

HARTransit reserves the right to cancel the procurement, for sound business reasons, at any time before the Contract is fully executed and approved.

1.1.5.4 BID PROTESTS

Any protests by an interested party regarding this procurement shall be made in accordance with FTA regulations, pursuant to the procedures provided in FTA C 4220.1D.

All protests must be in writing and addressed to the CEO. The protests must be submitted to the CEO within five (5) days of the notice of award.

Under normal circumstances, the complainant will be notified in writing by the CEO regarding the results of the review and the disposition of the complaint, including any proposed remedial action in a timely manner, not to exceed forty-five (45) days.

If HARTransit determines that delay in the receipt of the material, equipment or services caused by a protest will unduly harm the District or its ability to conduct business, or the items to be procured are urgently needed, or delivery or performance will be unduly delayed by failure to make the award promptly, then the District shall notify FTA prior to making the award. Such decisions by HARTransit will be made by the Board of Directors, and shall be fully documented.

The FTA will only review protests regarding the alleged failure of the District to have written protest procedures or alleged failure to follow such procedures. Any such appeal to FTA must be in writing and received by FTA not later than five government working days following a final decision rendered by the District or after the District has failed to render a final decision on the protest. Such protest shall be filed with the FTA's Region 1 office at Volpe Center, 55 Broadway, Suite 904. Cambridge, MA 02142 with a copy to HARTransit and must include: the name and address of the protester; cite HARTransit as the grantee, FTA project number, and

the number of the contract solicitation; a statement of the grounds for protest and any supporting documentation; and include a copy of HARTransit's decision, if any. In any protested bid, HARTransit shall not award any contract until it verifies with FTA (after 5 days) that no bid protest has been received by FTA. HARTransit will furnish FTA copies of all relevant documents pertaining to the bid.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

Parties aggrieved by the decision of the HARTransit Board of Directors may appeal to the Superior Court of the State of Connecticut. Nothing stated herein shall limit the protester from seeking relief in other administrative or judicial forums that its counsel may advise.

1.1.6 FORMS

A. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

- 1) It will comply and facilitate compliance with US DOT regulations' "Nonprocurement Suspension and Debarment," 2CFR part 1200, which adopts and supplements the US Office of Management and Budget (US OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- 2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a) Are eligible to participate in covered transactions of any Federal department or agency and are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified.
 - b) Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgement rendered against any of them for:
 - i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - ii. Violation of any Federal or State antitrust statute, or
 - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement or receiving stolen property,
 - c) It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this certification,
 - d) It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this certification,
 - e) If, at a later time, it receives any information that contradicts the statements of subsections 2.a-2.d above, it will promptly provide that information to FTA,
 - f) It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - i. Equals or exceeds \$25,000
 - ii. Is for audit services, or

iii.Requires the consent of a Federal official, and

g) It will require that each covered lower tier contractor and subcontractor:

i. Comply and facilitate compliance with the Federal requirement of 2 CFR parts 180 and 1200, and

ii. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

a. Debarred from participation in its federally funded project

b. Suspended from participation in its federally funded project

c. Proposed for debarment from participation in its federally funded project

d. Declared ineligible to participate in its federally funded project,

e. Voluntarily excluded from participation in its federally funded project

f. Disqualified from participation in its federally funded project, and

3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification group.

Certification

Contractor

Signature of Authorized

Official_____Date_____

Name and Title of Contractor's Authorized

Official_____

B. ASSIGNABILITY

Neither this agreement nor any rights granted hereby may be assigned by the Contractor without the prior written consent of HARTransit. Any attempt by the Contractor to assign any rights, duties or obligations without the requisite consent shall be void and without force or effect.

The undersigned understands that any condition stated above, clarification made to the above of information submitted on or with this form, other than that requested, will be rendered unresponsive.

COMPANY NAME: _____
(Individual, Partner or Corporation)

AUTHORIZED SIGNATURE _____

TITLE: _____

DATE: _____

C. REVENUE PROPOSAL

Advertising on 27 transit buses and four Cutaways

	Annual Guarantee	+	Annual Revenue Share as a percent
Year 1 CY 2022	\$ _____	+	_____ %
Year 2 CY 2023	\$ _____	+	_____ %
Year 3 CY 2024	\$ _____	+	_____ %
Year 4 CY 2025	\$ _____	+	_____ %*
Year 5 CY 2026	\$ _____	+	_____ %*

* - optional contract extension

Revenue proposals must be provided for each year for five years, including the two-year optional extension. HARTransit's preference is for a revenue sharing agreement as described above, (i.e., a set annual guarantee payment with **the addition** of a percent share) but alternative proposals for revenue sharing will be accepted. Please be explicit if your firm is providing an alternative revenue proposal.

Alternate Revenue proposal (if needed)

Payment Structure and Frequency

Advertising Rate Schedule:

H. ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the proposal package.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	_____	, Dated	_____
Addendum No.	_____	, Dated	_____
Addendum No.	_____	, Dated	_____
Addendum No.	_____	, Dated	_____

Offeror: _____

Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

2.0 GENERAL CONTRACT PROVISIONS

2.1 DEFINITIONS

The following definitions are used in this document:

Authorized Signer. The person who is executing this Contract on behalf of the Offeror/Contractor and who is authorized to bind the Offeror/Contractor.

Procuring Agency. Housatonic Area Regional Transit District (HARTransit).

Contract. The Offer and its acceptance by the Procuring Agency as manifested by the contract documents specified in "Contract Documents."

Contracting Officer. The Person executing this contract on behalf of the Procuring Agency and who has complete and final authority except as limited herein.

Contractor. The successful proposer awarded a contract for providing all services described in the contract documents.

Due Date. The date and time by which proposals must be received by the Procuring Agency as specified in "Instructions to Proposers" (section 1.1.3).

Offer. A promise, if accepted, to deliver equipment and/or services according to the underlying solicitation of the Procuring Agency documented using the prescribed form in the solicitation, including any proposal or Best and Final Offer.

Offeror. A legal entity submitting a proposal.

Work. Any and all labor, supervision, services, materials, machinery, equipment, tools supplies, and facilities called for by the Contract and necessary to its completion.

2.2 CONTRACT AND MODIFICATIONS

2.2.1 CONTRACT AWARD AND EXECUTION

The acceptance of an Offer for award, if made, shall be evidenced by a notice of award of Contract in writing delivered in person or by registered mail to the Offeror whose Offer is accepted. No other act by the Procuring Agency shall evidence acceptance of an Offer. Such notice shall obligate said Offeror to commence performance under the Contract as specified in "Production of Documents"(Section 2.7.3).

2.2.2 CONTRACT DOCUMENTS

This RFP in total will be included in the terms and conditions of any contract signed by HARtransit.

2.2.3 MODIFICATIONS TO CONTRACT

2.2.3.1 CONTRACTOR CHANGES

Any proposed change in this Contract shall be submitted to the Procuring Agency for its prior approval.

2.2.3.2 PRICE ADJUSTMENT FOR REGULATORY CHANGES

If price adjustment is indicated, either upward or downward, it shall be negotiated between the Procuring Agency and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the Due Date. Such price adjustment may be audited, where required.

2.2.4 PARTIES AND CHANGES IN PARTIES

2.2.4.1 PARTIES

The parties to the contract are the Procuring Agency as defined in “Definitions”, Section 2.1 and the Offeror as set out in the accepted offer.

2.2.4.2 SUCCESSION

The contract will be binding on the parties, their successors and assigns.

2.2.4.3 ASSIGNMENT AND SUBCONTRACTING

Neither party will assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party.

2.2.5 SPECIFICATION AND OFFER OMISSIONS

Any request, condition, exception, reservation, understanding or other deviation by Contractor not separately stated as required by “Instructions to Proposers” (Section 1.1.3 of Procuring Agency’s solicitation) by completing the specified form(s) shall be invalid and shall not be binding on the Procuring Agency.

2.2.6 TERMINATION OF CONTRACT

2.2.6.1 TERMINATION FOR CONVENIENCE

The Procuring Agency in accordance with this clause in whole, or from time to time in part, may terminate the performance of work under this Contract whenever the Contracting Officer shall determine that such termination is in the best interest of the Procuring Agency. Any such termination shall be affected by delivery to the contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After the receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall: stop work under the contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Procuring Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontract; settle so terminated, in which case the Procuring Agency shall have the right, in its discretion, to settle and/or pay all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the Procuring Agency and deliver in the manner, at the times, and to the extent, if any, directed by Contracting Officer the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Procuring Agency; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Procuring Agency to the Contractor under the Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Contracting Officer may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this contract which is in the possession of the contractor and in which the Procuring Agency has or may acquire an 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 Procuring Agency to be paid by the Contractor. Settlement of claims by the contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever it appears, the word "Government" shall be deleted and the word "Procuring Agency" shall be substituted in its place.

2.2.6.2 TERMINATION FOR DEFAULT

The Procuring Agency may, by written notice of default to the contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the contractor fails to make progress as to endanger performance of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 (ten) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

In the event that Procuring Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Procuring Agency shall not limit Procuring Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

If the Contract is terminated in whole or in part for default, the Procuring Agency may procure, upon such terms and in such a manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Procuring Agency for any excess costs for such similar supplies or services, and shall continue the performance of the Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and

obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Procuring Agency.

The rights and remedies of the Procuring Agency provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided under law or under this contract.

2.2.7 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract which is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process (which may include structured negotiations, mediation or arbitration), or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's or Chief Executive Officer's decision, as the case may be.

1. Notice of Dispute. All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) days of the determination of the dispute.
2. Negotiation Between Executives. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of the Contract. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (1) above. Within 14 (fourteen) days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written responses shall include (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who will represent that party and of any other person(s) who will accompany the executive in negotiations. Within 28 (twenty-eight) days after delivery of the dispute notice, the executives of both parties shall meet at a mutually acceptable time and place and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.
3. A. For disputes involving \$50,000 or less, the decision of the Contracting Officer shall be administratively final and conclusive. For disputes of \$50,000 or less, it is the intent of the parties that such administratively final and conclusive decision pursuant to either this paragraph or paragraph 4 shall only be overturned if determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious, unsupported by the

evidence or so grossly erroneous as to imply bad faith. For disputes greater than \$50,000, the decision of the Contracting Officer shall be administratively final and conclusive unless, within 30 (thirty) days from the date of delivery of the written decision, the Contractor appeals the decision in writing to the Procuring Agency's chief executive officer or designee who shall render a written decision within 14 (fourteen) days of delivery of such written appeal. Such Decision by the chief executive officer or his/her designee shall be administratively final and conclusive.

- B. Within 30 (thirty) days of the issuance of any administratively final and conclusive decision under this paragraph 3, the Contractor shall notify the Procuring Agency in writing of the Contractor's agreement with the final decision. Failure to provide such written notice of agreement shall indicate intent by the Contractor to litigate the claim.
 - C. Any Dispute which is not resolved by the Parties through the operation of the provisions in this paragraph, or any mutually agreed upon alternative disputes resolution process pursuant to paragraph 4 may be submitted to any court in the State of Connecticut.
 - D. Pending Final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under the Contract in accordance with the written directions of the Procuring Agency.
- 4. Alternatives Disputes Resolution. If agreed to by both parties disputes may be resolved by a mutually agreed to alternative dispute resolution process which may include structured negotiations different from (2) above, mediation or arbitration.
 - 5. Arbitration. Disputes appealed to arbitration involving over \$50,000 but less than \$250,000 shall be decided by one (1) qualified and disinterested arbitrator, selected through the American Arbitration Association and mutually agreed to by both parties. The arbitrator shall conduct all proceedings in accordance with the rules of the American Arbitration Association, and shall consider the Contract, equity, the prevailing law and established commercial practice in rendering a decision.

Any controversy or claim of value greater than \$250,000.00 arising out of or relating to this Agreement, or the breach thereof, shall be settled by a three (3) member arbitration panel in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, at Danbury, Connecticut, and a judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof.

2.2.8 COMMUNICATIONS

Communications in connection with this Contract shall be in writing and shall be delivered personally; by facsimile; or by regular, registered, or certified mail addressed to the officer(s) or employees(s) of the Procuring Agency and of the Contractor designated to receive such communications. Telephone calls or e-mail may be used to expedite communications but shall be confirmed in hard copy.

Communications shall be considered received at the time actually received by the addressee or designated agent.

2.2.9 UNAVOIDABLE DELAYS

2.2.9.1. CONTRACTOR'S DELAY

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the Procuring agency or by a cause described below, then the time for completion and/or affected delivery date(s) shall be extended by the Procuring Agency subject to the following conditions:

1. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
4. The contractor makes written request and provides other information to the Procuring Agency as described in "Notification of Contractor Delay" (Section 2.2.9.2 below).

A delay meeting all the conditions of this section shall be deemed an excusable delay. Any concurrent delay which does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

The Procuring Agency reserves the right to rescind or shorten any extension previously granted, if subsequently the Procuring Agency determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Procuring Agency will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such

extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

2.2.9.2. NOTIFICATION OF CONTRACTOR DELAY

Notwithstanding "Contractor's Delay" (Section 2.2.9.1), no extension or adjustment of time shall be granted unless (1) written notice of the delay is filed with the Procuring Agency within 14 (fourteen) calendar days after the commencement of the delay and (2) a written application therefor, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the Procuring Agency within 30 (thirty) calendar days after the commencement of the delay. No such extension adjustment shall be deemed a waiver of the rights of either party under this Contract. The Procuring Agency shall make its determination within 30 (thirty) calendar days after receipt of the application.

2.4 RISK

2.4.1 INSURANCE

With respect to the operations performed by the successful Proposer under the terms of this agreement and also those performed for the successful Proposer by its subcontractors, the successful Proposer will be required to carry for the duration of this agreement, and any supplements thereto, with HARTransit being named as an additional insured party for paragraphs (A) and (B) below, the following minimum insurance coverage at no direct cost to HARTransit. In the event the successful Proposer secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, HARTransit shall be named as an additional insured.

A. Commercial General Liability

The successful Proposer shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. Automobile Liability

The operation of all motor vehicles, including those hired or borrowed, used in conjunction with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an

insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

C. Workers' Compensation

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

In conjunction with the above, the successful Proposer agrees to furnish to HARTransit on the form or forms supplied by the State, a Certificate of Insurance, CON 32, fully executed by an insurance company or companies satisfactory to HARTransit for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, as applicable, U. S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated on the CON 32. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

2.4.2 PERFORMANCE BOND

There is no requirement for a performance bond in this bid.

2.4.3 PRODUCTION OF DOCUMENTS

Upon award of the Contract to an Offeror, such Offeror shall commence performance under the Contract by executing all Contract Guaranty Agreements provided with the Offer, by furnishing any required bonds, and by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within fifteen (15) calendar days after the date of receipt of the notice of award or within such further time as the Procuring Agency may allow. Failure to fulfill these requirements within the specified time is cause for termination of the Contract under "Termination for Default" (Section 2.2.6.2).

2.4.4 INDEMNIFICATION

The Contractor shall, to the extent permitted by law (1) protect, indemnify and save the Procuring Agency and its employees, servants, invitees, agents, Board of Directors, consultants, HARTransit's member municipalities of the Cities of Danbury and towns of Bethel, Brookfield,

Ridgefield, Redding, New Fairfield, New Milford, and Newtown (said indemnification of such member municipalities by contractor shall be limited to such financial obligations of said municipalities pursuant to Conn. General Statute sec 7-273h, as may be amended) against any and all liabilities, damages, claims, demands, liens, encumbrances, judgements, awards, losses, costs, expenses, and suits or sections or proceedings, including reasonable expenses, costs and attorney's fees incurred by the procuring agency and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the negligent acts, errors or omissions of the Contractor, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the Procuring Agency and its officers, employees, servants, agents including consultants, relating to such injury, death, loss or damage.

Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgement, award, suit, action, or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Procuring agency shall not make any admission which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The Procuring Agency shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors, or omissions of the Procuring Agency, its officers, employees, agents or consultants, including negligence in (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where injury, or death, or damages, is caused in whole or in part, by the negligence of any third-party operator, not including an assignee or subcontractor of the Contractor, subject to the right of contribution as provided in the next sentence below. In case of joint or concurrent negligence of the parties hereto giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

Contractor agrees to comply with the subsections of this section 2.8 and to include these requirements in all subcontracts of every tier.

2.5 STATE OF CT 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

2.5.1. 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

2.5.2 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 Manager 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.

2.5.3. 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.

2.5.4. 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 it's 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:

2.5.5. 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 _____

2.5.6. 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: _____

2.5.7 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_____

2.5.8. 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		
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: o Connecticut State Employment Service o Private Employment Agency o Newspaper Advertisement o Walk-in o Other (specify) _____			

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.

Yes ☐ / No ☐ Is firm in minority ownership? (51% of assets in control of minorities)

I certify that the above is correct to the best of my knowledge.

Employer _____ Date: _____

Business Name

By _____

Signature

Title

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

2.5.9. 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

2.5.10. 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

2.5.11. 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

2.5.12. 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.

2.5.13. 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

2.5.14. 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.

2.5.15. 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/scr/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.

3.0 SCOPE OF SERVICES

3.1 – Bus Service

3.1.1 HARTransit SERVICE

3.1.1.1 FIXED ROUTE SERVICE AREA

The majority of HARTransit's fixed route services are provided to the four Connecticut municipalities of Danbury, Bethel, Brookfield, and New Milford. This urban fixed route service is primarily radial in nature with seven routes extending outward from the Central Business District of Danbury. Some service extends to the Village of Brewster, New York and south to Norwalk via Redding, Wilton and Ridgefield. Shuttle services are provided to Danbury, Ridgefield, New Fairfield and the NY communities of Katonah, Lewisboro, Brewster and Southeast

Danbury receives the most significant amount of HARTransit service. Service is scheduled to major employers, shopping centers, medical centers, schools, the Central Business District and elderly and low-income housing areas. Most major arterials in the City of Danbury are served including Main Street, North Street, Padanaram Road, White Street, Federal Road, Newtown Road, South Street, Park Avenue, Lake Avenue, Route 7 and Mill Plain Road.

3.1.1.2 FIXED ROUTE SYSTEM STRUCTURE

Most of the fixed route bus system operates in a pulse or timed-transfer mode, with routes meeting at the Pulse Point in downtown Danbury at the same time at regular intervals throughout each day.

Rail shuttle services are timed to meet trains on the MTA Harlem Line, and are not part of the pulse system.

3.1.1.3 FIXED ROUTE HEADWAYS AND SPAN OF SERVICE

Bus frequencies of every 60 minutes are provided on all routes Monday through Saturday with 30 minute frequencies provided during the morning and afternoon peak periods (6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m., Monday through Friday). Departure times from the Pulse Point are scheduled on the hour throughout the day and additionally on the half hour during peak periods.

The span of service ranges from approximately 6:00 a.m. to 6:00 p.m., Monday through Friday. The Saturday span of service ranges from approximately 8:00 a.m. to 5:30 p.m.

The Route 7 LINK, operating between Danbury and Norwalk operates peak period only, Monday-Friday. The route serves the communities of Danbury, Ridgefield, Redding Wilton and Norwalk.

Ford Cutaways are used in 3 LOOP routes in Danbury, Bethel, Brookfield and New Milford beginning at 6:30 p.m. and until 10:30 p.m. Weeknights, and on Saturday from 5:30 p.m. to 10:30 p.m. Sundays and Holidays, the LOOP buses operate between 9 a.m. and 7 p.m.

Three interstate shuttles provide peak period service weekdays between the region and the Metro-North Harlem Line in New York State. The Danbury-Brewster Shuttle provides uses both small and large buses, and serves the City of Danbury and Village of Brewster, NY. The Ridgefield-Katonah Shuttle uses small buses only, and services the communities of Ridgefield, CT and Lewisboro and Katonah (Bedford), NY. The New Fairfield-Southeast Shuttle is small bus only and serves the communities of New Fairfield, CT and Southeast, NY.

3.1.2 RIDERSHIP

3.1.2.1 FIXED ROUTE RIDERSHIP

Annual Ridership on the HART fixed route system pre-pandemic was approximately 700,000. Service use has been dramatically impacted by COVID 19 with service levels weekdays currently 60-70% of normal, and 70-80% of normal on weekends.

3.1.3 FLEET

3.1.3.1 FLEET DETAILS

HART operates a fleet of 35' Gillig transit buses, all of the same configuration. The fleet is shown in the table below:

Transit Bus	Year	Quantity
Gillig BRT	2014	12
Gillig BRT	2017	5
Gillig BRT	2020	10

Four 20 passenger Ford E450/StarTrans Cutaways operate in fixed route service in the evening, and also on Sundays and Holidays.

3.1.3.2 FLEET REPLACEMENT SCHEDULE

The fleet size is anticipated to remain stable over the next five years with no major replacements expected.

3.1.3.4 FLEET LOCATION

All vehicles are housed and maintained at the HARTransit facility at 62 Federal Road in Danbury, CT. Proposers may make on-site visitations prior to submission, and may contact John Gatto at (203) 744-4070 x123 to coordinate arrangements.

3.1.3.5 OTHER TRANSIT VEHICLES

The district operates a 30' Gillig replica trolley vehicle on which interior car cards may be placed, but no exterior advertising is permitted on this vehicle.

3.2 – VEHICLE ADVERTISING

3.2.1 INSTALLATIONS

3.2.1.1 VINYL APPLICATIONS

Unless otherwise specifically agreed to in writing, the advertising material permitted on the outside of the buses will be flush with the bus surface and not require any racks or frames to be installed that would protrude in any way, create a potential safety hazard or interfere in any way with normal maintenance and cleaning.

Exterior advertising materials shall typically include rectangular displays located on the bus curb and street side below the window line and on the tail. Full and partial wraps are permitted as approved.

Graphics, artwork, copy and vinyl material will be of high quality. All vinyl material and adhesives shall be designed for transit vehicle advertising.

3.2.1.2 EXTERIOR FRAMES

There are no exterior ad frames installed on the fleet.

3.2.1.3 PROMOTIONAL SIGNS

HARTransit reserves the right to periodically produce self-promotion signage for installation on vehicles by the licensee. This will be completed in full coordination with the licensee and in consideration of paid contracts.

3.2.1.4 INTERIOR AD SPACE

Interior advertising racks that accommodate standard car cards are present on all transit buses. Cutaways have no provision for interior advertising.

3.2.1.5 SIGN STORAGE

HARTransit will provide a secure storage area for a reasonable number of signs in its maintenance facility.

3.2.1.6 VEHICLE ASSIGNMENT

No representation or assurances are or can be made as to any specific vehicle remaining in a designated area or route. HARTransit will make changes in the location, time available, and size of vehicles employed based on operational needs.

3.2.2 ADVERTISING

Equal access shall be provided to all qualified advertisers at reasonable rates to any and all advertising spaces to be sold on the buses as part of the HARTransit Transit Advertising Program.

Licensee shall provide to HARTransit a fee schedule (rate card) for all advertising spaces offered as part of the program. This fee schedule shall be made available for informational purposes to any and all interested individuals, corporations or associations and the Licensee shall notify the CEO in writing of any changes in the fee schedule within ten days of such changes.

All advertisements shall be of reputable character, shall conform to recognized business standards, and shall not conflict with the laws of the United States, Connecticut, or political subdivisions thereof.

A copy of each proposed advertisement shall be submitted to the CEO (or his authorized designee) for final approval or disapproval as to the form and content of the advertisement no less than seven (7) days before the scheduled posting of the advertisement.

The CEO or his designated representative shall have five (5) business days from the receipt of the proposed advertising in which to approve or disapprove the advertising. The Licensee agrees that the decision of HARTransit is final. If the CEO or his designated representative does not inform the Licensee either in writing or by telephone within five (5) business days of

receipt that the advertising is disapproved then the Licensee shall have the right to post the advertising. However, the CEO reserves the right to later object to and have removed any advertising that is posted.

HARTransit shall not in any way be held responsible or liable for any damage to the bus or materials removed.

3.2.2.1 PROHIBITED CONTENT

The Licensee shall not pursue advertisements, announcements, exhibit material, or any other display for goods or services for placement on buses which, to the knowledge of the Licensee, are any of the following:

- a) False, misleading, or deceptive.
- b) Clearly defamatory or likely to hold up to scorn or ridicule a person or group of persons.
- c) Libelous, obscene, or pornographic.
- d) In advocacy of imminent lawlessness or violent action.
- e) Promotes tobacco products.
- f) Infringe on any copyright, service mark, title, or slogan.
- g) Provide unauthorized endorsement or implied endorsement by HARTransit.
- h) That are disparaging of or antithetical to use of public transit.

The Licensee, at its sole cost and expense, shall remove from any bus advertisements that do not comply with the guidelines established in this RFP. In the event that such matter is not removed within forty-eight (48) hours of receipt of the demand, the CEO or his authorized designee may remove said material or display.

3.2.3 REPAIR OF DAMAGE TO VEHICLES

Any damage occurring to HARTransit vehicles as a result of advertising shall be repaired by the successful proposer and at its expense. This includes, but is not limited to damaged paint, striping, windows, window frames, window seals, decals or any other component of a bus damaged by the installation or removal of signage.

3.2.4. POSTING, MAINTENANCE AND REMOVAL OF DISPLAYS

The successful proposer shall pull outdated or damaged ad material. Advertising materials which have exceeded the period for which they are paid shall be removed within a reasonable period after paid status. HARTransit's CEO or his designee may request that the successful proposer replace the removed advertising with HARTransit advertising or other selected material.

The successful proposer shall be allowed access to buses for the purpose of providing their services. Its employees shall obey all speed limit signs, directional arrows, safety, and other regulatory signs while on HARTransit property.

Installers shall contact the HARTransit Chief Maintenance Office (CMO) in advance of any installation and upon arrival at the HARTransit facility. Installation personnel shall wear easily identifiable clothing or an I.D. badge. Vehicles brought on-site shall be clearly marked, have working marker lights and flashers, and be in safe operating condition.

The licensee shall inform the CMO of any potentially hazardous chemicals or materials brought onsite for installation purposes, and provide the SDS for said materials.

The successful proposer's employees shall not operate HARTransit vehicles at any time. Should a vehicle need to be moved during the installation/maintenance activity, HARTransit maintenance staff will facilitate the move.

3.2.5 REPORTING REQUIREMENTS

3.2.5.1 MONTHLY REPORT

Monthly reports shall include:

- a) Total amount due to HARTransit for the prior month
- b) Total amount collected for the Prior Month
- c) Monthly guarantee amount.
- d) Status of advertisements on vehicles by advertiser and payment status.
- e) Outstanding receivables
- f) Date, amount and check number of payment to HARTransit

Suggested format of the monthly report is provided on the following page. If the proposer is suggesting an alternate format it should be included in the proposal

3.2.6. PAYMENT STRUCTURE

Within 20 calendar days after the end of each calendar month, the Contractor shall send to HARTransit the proportionate amount of the revenues and any annual guarantee billed in the prior month, or other agreed upon structure which is due pursuant to the terms of the contract.

Explanatory reports must accompany or be submitted along with payments. A delinquency in payment or report to HARTransit of 60 days or more may be basis for notice of default and termination of this contract