

REQUEST FOR PROPOSALS (RFP)
FOR
TRANSIT MANAGEMENT SERVICES
SOUTHEAST AREA TRANSIT DISTRICT (SEAT)
IN
SOUTHEAST CONNECTICUT (PRESTON)
SOLICITATION #24-01
September 17, 2024

**REQUEST FOR PROPOSALS (RFP)
FOR
TRANSIT MANAGEMENT SERVICES
SOUTHEAST AREA TRANSIT DISTRICT (SEAT)
IN
SOUTHEAST CONNECTICUT (PRESTON)**

Southeast Area Transit District (SEAT) issues this Request for Proposal (RFP) to solicit responsive proposals (Proposals) from qualified firms to provide management services of the District's public transportation services in Southeastern Connecticut.

BACKGROUND

Since 1980, SEAT has been the local provider of fixed route, micro-transit, and ADA para-transit bus services for southeastern Connecticut. SEAT's membership includes nine (9) municipalities: East Lyme, Griswold, Groton, Lisbon, Montville, New London, Norwich, Stonington, and Waterford. Each member town appoints one or two board members (based upon population) to represent them on the SEAT Board of Directors (Board). The Board sets general policy and adopts budgets for the District. SEAT and its Board are governed by Chapter 103a of the Connecticut General Statutes.

This RFP seeks a resident General Manager to oversee and manage SEAT, the facilities it occupies, and transit services provided. SEAT operations are headquartered at a facility located at 21 Route 12 Preston.

In FY 2025, SEAT has an operating budget of approximately \$12.3 Million and has eighty (80) employees. All bus operators, servicers, dispatchers, and customer service representatives are members of Amalgamated Transit Union 1209. All other employees are non-union. SEAT provides eighteen (18) accessible fixed routes, operating hourly, seven (7) days a week on, with local and connecting services. SEAT provides micro-transit service in four (4) service areas located in Groton, New London, Stonington, and Waterford. SEAT also manages a sub-contractor for the ADA para-transit service within our district. Weekday and Saturday service span is 06:00 – midnight; Sunday service is 06:00 am to 10:00 pm. Current routes and schedules can be found at www.seatbus.com/routes&schedules.

SEAT's existing bus facility consists of a single building located on nine (9) acres. The building is approximately 33,000 square feet in size and is the operating headquarters of SEAT. The building contains a service area for the fueling, cleaning, and washing of buses, a repair shop for bus

maintenance, a maintenance supply area with shop equipment and storerooms for inventory control, where all transit and support vehicles are housed and is the location of the administrative and operations offices. The SEAT bus fleet will begin a multi-year replacement beginning in 2028; new buses are mandated to be battery-electric (BEB) units. The current facility is programmed to undergo a major renovation to accommodate BEB maintenance, and a new operations/administration/bus parking facility is programmed for construction in 2028 on this site. SEAT also occupies an off-site location located at 10 Falls Avenue, one (1) of SEAT's main transfer locations, staffed with its Customer Service Representatives to assist customers, sell passenger fares, and serves as the micro-transit service call center.

The fare structure features a fixed route and micro-transit local base fare of \$1.75 for all bus service locations with the ADA para-transit base fare of \$3.50. Discounted fares are available for seniors and people with disabilities. Besides the base cash fare, there are 10-ride passes and other passes available in increments ranging from all day to thirty-one days. Other than cash fares all passes can be purchased on the SEAT website and via Token Transit, a cell phone purchasing app.

All revenue derived from the operation of the System, either from passengers or from other sources, shall be the absolute property of SEAT.

See Appendix A for SEAT's Organizational Chart.

See Appendix B, for a complete listing of all rolling stock.

All buses are equipped with GFI Fastfare fareboxes with bill validators, Apollo security cameras, Motorola two-way radios, Syncromatics GPS, Automatic Passenger count and a front mounted two-position bicycle rack.

Within the next five (5) years SEAT will be replacing its existing revenue vehicles with EV transit buses per the State of Connecticut with a complete transition to EV transit vehicles by 2035. The State of Connecticut will be constructing a new administration building that will also contain a storage garage that will house all transit vehicles and charging stations.

This RFP will be for all services described herein, the Scope of Work, and the Agreement.

Any firm selected to manage SEAT must abide by the terms and conditions of all current and subsequent agreements entered into by SEAT pursuant to the Federal Transit Administration (FTA) Section 5333(b) of the Federal Transit Act. The firm also must operate the services under the labor agreement negotiated with the Amalgamated Transit Union, which represents the majority of employees of SEAT. The labor agreement is effective until June 30, 2027.

SELECTION PROCESS

Each proposal will be screened and evaluated by a Selection Committee against the following criteria to determine which firm(s) is most capable of implementing SEAT requirements:

- Qualifications of the firm and the person to perform the duties of the resident General Manager.
- Experience of the firm and the person to perform the duties of the resident General Manager.
- Experience of the support personnel that will be responsible for the resident General Manager.
- Quality of the references provided.
- Proposed annual fees.
- Experience with the Federal Transit Administration (FTA) reviews and grant awards.
- Ability to comply with all federal, state, and municipal affirmative action and equal employment opportunity practices and guidelines.

Proposals will not be publicly opened. All proposals will be kept strictly confidential throughout the evaluation, negotiation, and selection process.

The Selection Committee will rank the submitting firms based upon the above criteria and those firms will be presented to the SEAT Board of Directors who will then select the highest-ranked firm to begin negotiations to reach a contract agreement. If negotiations with that firm are not successful, SEAT will contact the second-ranked firm and so on, until a contract is awarded. The Selection Committee and the Board reserve the right to reject any or all submissions, to select a firm in a manner that is advantageous to SEAT. Neither SEAT, nor any of its respective officers, directors, employees, or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, or rejection of any proposal submitted in response to this RFP.

The engagement will not be deemed to be awarded until a written contract, in a form acceptable to SEAT, has been fully executed by both parties.

Questions regarding this RFP should be submitted in writing to Cynthia Schilke, Procurement Manager, Southeast Area Transit District, via email at cschilke@seatransit.org. All questions and responses will be posted on SEAT's website at www.seatbus.com and sent to all firms on solicitation mailing list.

OVERVIEW OF RFP

The Southeast Area Transit District Board of Directors is soliciting proposals from qualified entities to provide transit management services for the transit district for a five (5) year engagement, with the potential for two (2), two (2)-year extensions exercisable by SEAT solely at its discretion, for a potential maximum term of nine (9) years. The initial Agreement period will begin on January 1, 2025, and end December 31, 2029. These dates, but not the durations, may be adjusted if the actual initial Agreement date differs from January 1, 2025.

This Agreement shall be negotiated as a predetermined annual price contract for the cost of the General Manager position.

On December 31, 2024, SEAT's contract with its current transit management service will expire. To ensure continued service to municipalities in southeastern Connecticut served by SEAT, the Board is requesting that entities experienced in transit management respond to this solicitation. In selecting the next transit management entity, the Board will consider responding entities qualifications and experience in providing an employee skilled in transit and operational management. The entities designated employee will serve as SEAT's resident General Manager and would manage the day-to-day transit operations of SEAT while working under the direction and supervision of the Board. The services provided shall be in accordance with the policies, standards, and procedures established by CTDOT, the U.S. Department of Transportation regulations, and the State of Connecticut General Statutes and Regulations. The designated General Manager will be supported by the firm's corporate staff and other personnel who may possess technical expertise relevant to the effective operation of a transit district.

SCOPE OF SERVICES

Firms submitting proposals must be able to demonstrate their capability to successfully manage SEAT. The selected firm, through their designated resident General Manager, will be expected to perform under the direction of the SEAT Board of Directors all services and functions necessary to ensure effective and efficient management of SEAT's system. The firm and its designated resident General Manager will be responsible for management services that include, but are not limited to:

- A. Operations Management
 1. Managing all aspects of human resources required to provide transit service and the requisite labor management, including labor negotiations. This also includes (without limiting the range of responsibilities) payroll, benefits, employee applications, terminations, the handling of employment complaints, actions, settlements, negotiations, including all fees, costs and expenses.

2. Managing the hiring and training of new SEAT employees and regular re-training of current employees. Preparing and implementing a training program for personnel. The program must be ongoing and comprehensive covering all aspects of the system and must meet, at a minimum, all applicable Federal, State and local regulations. The program shall include a matrix of training requirements by position held. Training must also emphasize techniques for interacting with the public in a helpful and courteous manner to achieve the maximum level of customer service; this requirement pertains to any employee who regularly interfaces with the public. Records of training, certificates and licenses shall be maintained in an organized manner with appropriate documents readily available for audit purposes.
3. Coordinating emergency call responses with external call response with external first responders. Implementing incident management, emergency management, and 911 procedures that comply with CTDOT plans and operational needs and providing internal procedures for route supervisors, SEAT staff, and third parties.
4. Purchasing, maintenance and inventory management of vehicle parts inventories.
5. Management of the repair and maintenance of SEAT owned buses in conformance with OEM, Federal and State requirements, including the issuance of maintenance reports.
6. Management of the maintenance of all applicable SEAT owned structures and equipment. This includes coordination with and participation in the State's asset management program.
7. Maintaining accurate and timely inventories of all applicable SEAT and State-owned equipment.
8. Preparation of specifications for the procurement of capital equipment.
9. Procurement of certain rolling stock and capital equipment, including support vehicles, in accordance with all applicable State and Federal requirements.
10. Management of Route/service scheduling and Dispatching.
11. Scoping, procuring, and selecting subcontractors as required (facility upkeep, parking area maintenance, snow removal, landscaping, graffiti removal, etc.) in conformance with State and Federal requirements for subcontractor selection. The General Manager will be directly responsible to manage these support service contractor relationships and the execution of satisfactory service.
12. Monitor, analyze, and develop efficiency measures.

B. Administration

1. Create a robust budgeting process with reviews and analyses of all line items regardless of amount. Budget to actual amounts should be monitored and month to month and year-over-year variances should be identified, followed up on and addressed appropriately.
2. Prepare monthly operating reports, outlining activities, performance, and statistical data. This should include obtaining and reviewing more detailed invoices and

financial reports as noted in the budget section above with reports including reporting on a more detailed line-item basis. Month to month variances, at a minimum on a percentage or dollar threshold basis should be identified, followed up on and addressed as required.

3. Administer required National Transit Database and Title VI reports.

C. Planning

1. Perform short- and long-range transit service planning and public outreach.
2. Implement change from flag down system to a dedicated bus stop system.
3. Continue review of service areas for updates and/or changes to the current routes and timetable to supply optimum services.

D. Safety & Security

1. Maintain a system that ensures that the safety of passengers, personnel, members of the public, vehicles and equipment is maintained at the highest level possible throughout the term of this contract, in accordance with local, State, and Federal requirements. A Safety and Security Management Plan and all supporting plans must be always maintained in accordance with FTA Regulations. Safety reviews/audits, safety meetings, lessons learned, incident reporting, and drug testing program would be part of this requirement.
2. Maintain a system that ensures that the security of passengers, personnel, members of the public, vehicles and equipment is maintained at the highest level possible throughout the term of this contract in accordance with local, State, and Federal requirements.

E. Management of Systems and Technology:

1. Operation Management:

- Fare Collection – Mobile ticketing system (mobile fares in third party application)
- All bus technology hardware, software, and licenses.
- Dispatch Center Operation – Hardware, software that supports AVL, GPS technology to monitor and display vehicle position.

2. Technology Management:

The designated resident General Manager is responsible for the oversight of all the SEAT information technology, communication functions, and IT equipment. Monitors all equipment and troubleshoots areas of concern when required, provides It technical support for end users, and serves as the primary liaison to technology vendors. The designated General Manager will oversee the support of the technology and software programs.

See Appendix C for the listing of Technology and Software.

Other technological responsibilities to the designated General Manager may include, but are not limited to:

- Use of innovation and technology to reduce operational costs, improve quality control, and provide the best customer experience possible to SEAT riders.
- Implement cybersecurity best practices in the IT cloud and on premises environment.
- Maintain a Cybersecurity prevention plan.
- Maintain end users Cybersecurity awareness training.
- Develop an IT Disaster recovery and technology business continuity plan.
- Support Cloud and on-premises technology.
- Provide technical support for computer problems and issues with computer applications or systems.
- Maintain, install, and monitor computer network and equipment.
- Back up network data and cloud data daily.
- Install and test new hardware and software or hardware and software upgrades.
- Train users in procedures related to network applications software or related systems and cybersecurity.

F. Public Relations

1. Oversee the support of public relations for phone lines and social media used for handling customer complaints and questions. Call center staff shall be able to provide scheduling information, the location of stops and information on connecting services.
2. Arrangements for and participation in public hearings relative to bus fare adjustments and significant service refinements.
3. Creation and maintenance of informational websites which display descriptions of services, schedules, and fare data pertinent to all bus services.
4. Marketing transit system/service for the entire system including, but not limited to, development, production and distribution of brochures, information pieces, etc.

G. Fare Collection

1. Fare analysis.

H. Other Responsibilities

1. Other functions reasonably required in day-to-day operation of the transit district bus system.
2. Extraordinary repairs on SEAT owned buses.
3. Travel training.
4. Bus shelter program.
5. Management of advertising program to generate additional revenue.

6. Implement on-going compliance with all local, State, and Federal requirements.
7. Management of ADA paratransit services.
8. Grant writing and grant administration.

EXPERIENCE AND QUALIFICATIONS

Firms submitting proposals must demonstrate a minimum of ten (10) years' experience in day-to-day management of transit districts of similar size to SEAT.

The designated resident General Manager must possess firsthand working knowledge and experience in all facets of public transit administration, finance, operations, maintenance, planning, safety and security and technology management. The ideal candidate would have a minimum of ten (10) years of experience in public transit with progressively responsible management experience and a college degree in a related field is preferred. Excellent verbal, written, and interpersonal skills are required.

GUIDELINES FOR SUBMITTING PROPOSALS

Proposals submitted in response to this RFP are required to meet the follow criteria:

1. Number of Copies/Mailing Address/Deadline

Each firm must submit five (5) hard copies and one (1) digital copy of their proposal to the following address:

Southeast Area Transit District

Attn: Cynthia Schilke Procurement Manager

21 Route 12

Preston, CT 06365

Digital Copy: cschilke@seatransit.org

All proposals must be received **no later than 3:00 PM EST on Friday, November 1, 2024**. No proposals will be accepted after this time.

2. SEAT reserves the right to reject any or all proposals and to waive minor irregularities.
3. Prospective firms may attend a voluntary site visit to SEAT's facility in Preston on Thursday, October 10, 2024, at 1:00 p.m. At that time, SEAT staff will conduct a tour of the SEAT facility and will be available to answer questions about the facility and SEAT's operations. Attendance at this site visit is not mandatory to submit a proposal in response to this RFP; however, this is the only date and time when a site visit will be

made available. Firms interested in attending this site visit must notify Cynthia Schilke, Procurement Manager, by calling (860) 886-2631 x 102 or by email to cschilke@seatransit.org.

4. The schedule and submittal deadlines are set forth below. SEAT, at its sole discretion, reserves the right to modify the schedule and any submittal deadlines at any time by issuing an Addendum to the RFP.
 - Advertisement of Request for Proposals: September 27, 2024
 - Voluntary site visit to SEAT: October 10, 2024
 - Final date for questions regarding the RFP: October 23, 2024
 - RFP submittal deadline: November 1, 2024, 3:00 p.m. EST
 - Evaluation of Proposals by: November 8, 2024
 - Interviews with prospective firms by: November 15, 2024
 - Selection of qualified proposer: November 20, 2024
 - Agreement starting date: January 1, 2024
5. By submitting a proposal, the contractor assents that it does not appear on the U.S. Department of Transportation list of ineligible contractors for federally assisted projects and shall provide certification to that effect.
6. Responses to this RFP should not be elaborately designed. Firms may use standard company brochures and literature to the extent that they are available to describe the company's qualifications. Firms are encouraged to submit sample plans as evidence of experience.
7. Proposals shall provide the following information in the proposal:
 - A Proposer must include a signed and notarized certification that the person submitting the proposal has the authority to represent and bind his/her firm in this matter.
 - A Proposer must include the following language in their proposal:
 - The "Company" shall indemnify, defend and hold harmless SEAT, its parent, subsidiaries, affiliates, officer, directors, shareholders, agents, servants, employees and assigns (collectively, SEAT) from and against any and all loss, liability, claims, damages or expenses (including, but not limited to, attorney fees) caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the "Company's" negligence or willful misconduct or omissions of the "Company" or its employees, agents, subcontractors or representatives.

- The “Company” shall name SEAT as an additional insured on a primary and noncontributory basis with respect to general liability, auto liability, and excess liability.
- Evidence of Insurance, with adequate limits of liability, shall be furnished to SEAT. Such evidence shall be in the form of a formal certificate of insurance properly executed by a licensed representative of the participating insurers and must contain a clause granting at least thirty (30) days prior written notice to SEAT of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on the policies of insurance referred to in the certificate.

See Appendix E for the Insurance Types and Thresholds.

- A Proposer must include:
 - A letter of interest which introduces your firm and the name and address of your designated resident General Manager.
 - The name of the firm and parent company, if any. A description of the firm and major services and activities.
 - The name, title, background, and experience of the firm’s principal members.
 - The address of the principal office. If the designated resident General Manager reports to an office other than the principal office, provide that office address.
 - The name, address, telephone number and email address of the principal contact for the firm’s RFP response.
 - The organizational structure of the firm.
 - The Legal form of ownership of the firm. If a corporation, where incorporated.
 - Years engaged in service under the firm’s present name.
- Describe any past and present litigation, including arbitration proceedings, involving the firm.
- Report any claim of default against the firm on an awarded contract.
- A Proposer must include a plan on how it will apply management tools to accomplish all requirements included under the Scope of Service.
- Transit Management experience, provide three (3) references with contact name and telephone number of clients for which the firm has provided similar services as those requested in this RFP.
- Describe recent engagements that demonstrate successful relevant performance experience in transit district management.

- Staff support services description and details of all support or technical services provided by the Proposer that will be available to SEAT and the resident General Manager.
 - Describe the proposed transit management plan to be used to provide this service.
 - Describe any training and professional development the firm can provide to SEAT staff.
 - Describe how the firm would ensure a smooth transition in taking control of management of SEAT from the current provider of this service.
 - Provide the resume of the designated resident General Manager, that person's immediate supervisor(s), and all support staff that would assist in the engagement.
 - Provide the annual management fee for each year of the five (5) year engagement and the two (2) two (2) year optional extensions.
8. Required Federal and State certifications and clauses:
- Appendix D Federal and State Certifications and Clauses. The attached clauses and certifications are herein incorporated by reference. Failure to complete and submit the requisite certifications with your response may render your proposal non-responsive.
9. Pursuant to Section 12-412 of the Connecticut General Statutes, SEAT is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposal prices.
10. The issuance of the RFP and receipt of the proposal by SEAT in no way commits SEAT to any contractual agreements for management of transit services. SEAT will not be liable for any expenses incurred by the contractor in preparing a proposal. SEAT reserves the right to reject all proposals.

CONDITIONS OF PROPOSALS

- A. Conditions: Any proposer shall adhere to the following conditions as stated below.
1. SEAT reserves the right to accept or reject any or all proposals submitted.
 2. Any agreement awarded because of this RFP shall be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
 3. All proposals in response to the RFP are to be the sole property of SEAT, and subject to the provisions of Section 1-210 of the Connecticut General Statutes (Re: Freedom of Information Act).
 4. Any alleged oral agreements or arrangements made by a proposer with any agency or employee will be superseded by the written Agreement.

5. SEAT reserves the right to amend or cancel this RFP prior to the due date and time or after, if it is in the best interests of SEAT or the State, as determined by SEAT in its sole discretion.
6. SEAT reserves the right to reject the proposal of any proposer which is in default of any prior contract or that includes any misrepresentation.
7. SEAT reserves the right to correct inaccuracies resulting from its clerical errors in this RFP.
8. SEAT reserves the right to reject without evaluating and scoring any proposal which is substantially incomplete, as determined by SEAT in its sole and reasonable discretion.
9. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP.
10. No additions or changes to the original proposal will be allowed after submittal. While additions and changes are not permitted, SEAT reserves the right to request clarifications on the proposals, which the proposer must provide, at the proposer's expense, to continue in the RFP process.
11. By submitting a proposal, the Proposer implicitly states that its proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and its proposal is in all respects fair and without collusion or fraud. The Proposer further represents that the Proposer did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the Proposer's proposal preparation.
12. The Proposer acknowledges and agrees that suspended or debarred contractors, subcontractor's suppliers, materialmen, lessors or other vendors may not submit proposals during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

**SOUTHEAST AREA TRANSIT DISTRICT LETTER OF INTEREST SUBMISSION PAGE
MANAGEMENT SERVICES**

SUBMITTED BY _____

TO: Southeast Area Transit District

The undersigned hereby declares that he/she has carefully read and examined the Advertisement and the Request and has decided to provide services and systems in conformance to the specifications and requirements of the RFP #24-01 and any addendum thereto at the price stated (inclusive of option periods) in the attached proposal and or any final proposal offered.

I additionally certify that we are fully licensed, insured and have the proper equipment, systems, and personnel to oversee the project as documented in this procurement document.

My Company also agrees and understands that in the event that **SEAT** is required to purchase such services from another vendor for any reason due to my company's failure to perform in accordance with the terms and conditions of this contract, my company will be charged the total cost of the other vendor(s) to perform the service, plus \$100.00 (per occurrence) to cover administrative fees and costs.

This proposal shall remain in effect for sixty (60) days after the deadline for submitting proposals.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

Designated Resident General Manager:

Name: _____

Address: _____

Offer and Acceptance Form

Proposers shall complete this form and include it with its proposal submittal.

OFFER

By execution below Proposer hereby offers to furnish equipment and services as specified in SEAT's Request for RFP No. 24-01 including all provisions contained therein and any resulting addenda issued.

Proposers: _____
Company Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

NOTICE OF AWARD

By execution below, Procuring Agency accepts Offer as indicated above.

Purchasing and Contracts Officer: _____
Signature

Date of Award: _____

COST PROPOSAL FOR RFP SOLICITATION #24-01

TRANSIT MANAGEMENT SERVICE

SOUTHEAST AREA TRANSIT DISTRICT

The cost of the Request for Proposal shall be negotiated as the basis for a predetermined annual costs contract. The costs below should reflect the all-inclusive scope of work as described in this RFP.

- 1. Year 1: January 1, 2025 – December 31, 2025: \$ _____
- 2. Year 2: January 1, 2026 – December 31, 2026: \$ _____
- 3. Year 3: January 1, 2027 – December 31, 2027: \$ _____
- 4. Year 4: January 1, 2028 – December 31, 2028: \$ _____
- 5. Year 5: January 1, 2029 – December 31, 2029: \$ _____

First of two (2) optional year extensions:

- 1. Year 1: January 1, 2030 – December 31, 2030: \$ _____
- 2. Year 2: January 1, 2031 – December 31, 2031: \$ _____

Second of the two (2) optional year extensions:

- 1. Year 1: January 1, 2032 – December 31, 2032: \$ _____
- 2. Year 2: January 1, 2033 – December 31, 2033: \$ _____

The person signing the proposal certifies that he/she is the Respondents Authorized Representative; entitled to represent the firm, empowered to submit the proposal, and authorized to execute a contract with SEAT.

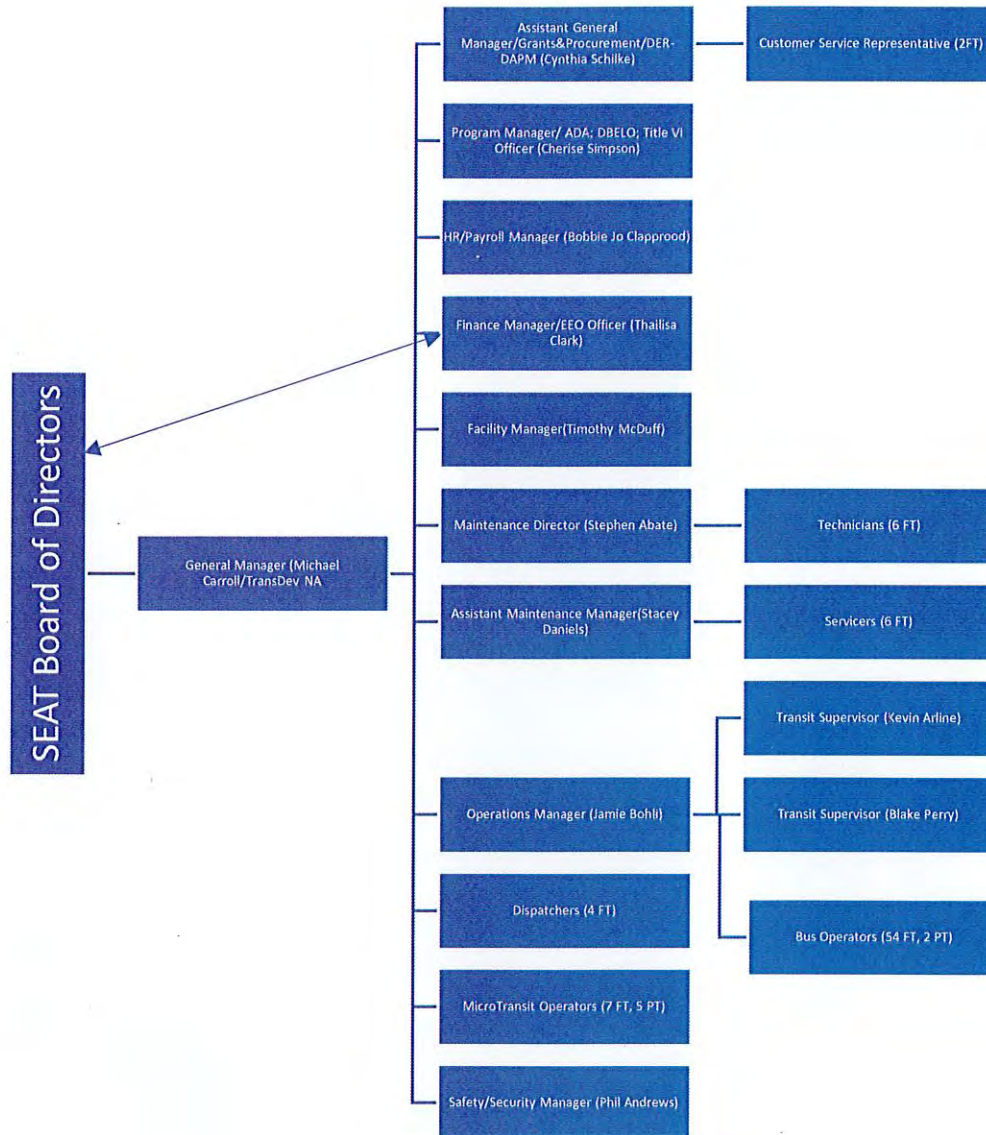
Name of Respondent (firm): _____

Authorized Representative: _____

Signature: _____ Date: _____

Southeast Area Transit District

Effective 7/1/24



Southeast Area Transit District Fleet 5/1/2024

Year	Veh #	Make/Model	Type	Fuel	In-Service	Scheduled Replacement Year
Revenue Vehicles						
2021	2101	Ford E450/Coach&Equip	22' Bus	Gasoline	11/1/21	2026
2021	2102	Ford E450/Coach&Equip	22' Bus	Gasoline	11/1/21	2026
2021	2103	Ford E450/Coach&Equip	22' Bus	Gasoline	11/1/21	2026
2021	2104	Ford E450/Coach&Equip	22' Bus	Gasoline	11/1/21	2026
2021	2105	Ford E450/Coach&Equip	22' Bus	Gasoline	11/1/21	2026
2013	1301	Gillig G30D102N4	40' Bus	Hybrid	4/29/13	2026
2013	1302	Gillig G30B102N4	35' Bus	Hybrid	5/3/13	2026
2018	1801	New Flyer XD40	40' Bus	Diesel	6/14/18	2030
2018	1802	New Flyer XD40	40' Bus	Diesel	5/21/18	2030
2018	1803	New Flyer XD40	40' Bus	Diesel	5/22/18	2030
2018	1804	New Flyer XD40	40' Bus	Diesel	5/23/18	2030
2018	1805	New Flyer XD40	40' Bus	Diesel	5/24/18	2030
2018	1806	New Flyer XD35	35' Bus	Diesel	4/18/18	2030
2018	1807	New Flyer XD35	35' Bus	Diesel	4/18/18	2030
2018	1808	New Flyer XD35	35' Bus	Diesel	5/3/18	2030
2018	1809	New Flyer XD35	35' Bus	Diesel	5/24/18	2030
2018	1810	New Flyer XD35	35' Bus	Diesel	5/3/18	2030
2018	1811	New Flyer XD35	35' Bus	Diesel	5/4/18	2030
2019	1901	Gillig G27E	30' Bus	Diesel	2/13/19	2031
2019	1902	Gillig G27E	30' Bus	Diesel	2/13/19	2031
2019	1903	Gillig G27E	30' Bus	Diesel	2/13/19	2031
2019	1904	Gillig G27E	30' Bus	Diesel	2/13/19	2031
2019	2001	Gillig G27B	35' Bus	Diesel	3/1/20	2032
2019	2002	Gillig G27B	35' Bus	Diesel	3/1/20	2032
2019	2003	Gillig G27B	35' Bus	Diesel	3/1/20	2032
2019	2004	Gillig G27B	35' Bus	Diesel	3/1/20	2032
2019	2005	Gillig G27B	35' Bus	Diesel	3/1/20	2032
2020	2006	New Flyer XD40	40' Bus	Diesel	10/12/20	2032
2020	2007	New Flyer XD40	40' Bus	Diesel	10/12/20	2032
2016	1601	Ford E450/Coach&Equip	22' Bus	Gasoline	3/1/16	2024
2016	1602	Ford E450/Coach&Equip	22' Bus	Gasoline	3/1/16	2024
2016	1603	Ford E450/Coach&Equip	22' Bus	Gasoline	3/1/16	2024
2016	1604	Ford E450/Coach&Equip	22' Bus	Gasoline	3/1/16	2024
2016	1605	Ford E450/Coach&Equip	22' Bus	Gasoline	3/1/16	2024
2019	1906	Ford Transit/Startrans Candidate	20' Bus	Gasoline	2/3/20	2032
2019	1907	Ford Transit/Startrans Candidate	20' Bus	Gasoline	2/3/20	2032
2022	2401	Ford/Forest River Etransit Van	Van	Battery Electric	5/6/24	2029
2022	2402	Ford/Forest River Etransit Van	Van	Battery Electric	5/6/24	2029
2022	2403	Ford/Forest River Etransit Van	Van	Battery Electric	5/6/24	2029
2022	2404	Ford/Forest River Etransit Van	Van	Battery Electric	5/6/24	2029
Total	40					
Service/Support Vehicles						
2019	1812	Chevrolet Silverado CK15	Pick-up Truck	Gas	11/30/2018	2025
2015	1501	Chevrolet Silverado	Pick-up Truck	Gas	12/31/2014	2028
2019	1905	Chevrolet Silverado K350	Pick-up Truck	Gas	11/1/2018	2028
2015	1502	Dodge Caravan	Mini-van	Gas	12/31/2014	2019
2017	1702	Ford Explorer	SUV	Gas	9/1/2017	2024
2017	1703	Ford Explorer	SUV	Gas	9/1/2017	2024
2017	1704	Ford Explorer	SUV	Gas	9/1/2017	2024
2017	1701	Dodge Caravan	Mini-van	Gas	3/31/2017	2024
2020	2106	Ford Transit T150	Van	Gas	4/1/2021	2026
2020	2107	Ford Transit T150	Van	Gas	4/1/2021	2026
Total	10					

Southeast Area Transit District Technology & Software

Name	Category
ADP Workforce Now	Payroll/Time & Attendance/HR/Training
Apollo Video Systems	Camera system on buses
Cradlepoint NetCloud	On-board cellular
FTA Trams	Federal grant management/writing
GFI/Genfare	Fare collection data system
GMV/Sycromatics	Dispatch, vehicle tracking & reporting
Microsoft Office	Full office desktop applications
Remix	Transit planning and scheduling
Ring Central	VOIP phone system
Ron Turley Associates	Fleet & Facility maintenance system
Sage 100	Online accounting program
Schedule Masters	Operator Run-cutting/scheduling
Spare Labs	ADA & Micro-Transit sceduling system
Swiftly CAD/AVL	Dispatch, vehicle tracking & reporting
Token Transit	Mobile Ticketing
TransTrack Manager	Data management and NTD reporting
Verizon Connect	Vehicle dash cam & tracking
Zonar	Electronic DVIR

APPENDIX D

Required Federal Certifications and Clauses

The following attached clauses and certifications are herein incorporated by reference. Failure to complete and submit the requisite certifications with your response may render your proposal non-responsive.

Federal

1. Access to Records and Reports
2. Americans with Disabilities Act (ADA)
3. Charter Service
4. Changes to Federal Requirements
5. Civil Rights Laws and Regulations
6. Clean Air Act and Federal Water Pollution Control Act
7. Contract Work Hours and Safety Standards Act
8. Disadvantaged Business Enterprise (DBE)
9. Debarment and Suspension
10. Equal Employment Opportunity
11. Energy Conservation
12. Fly America
13. Incorporation of Federal Transit Administration (FTA) Terms
14. No Government Obligation to Third Parties
15. Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or other Legal Matters
16. Program Fraud and False or Fraudulent Statements and Related Acts
17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
18. Prompt Payment
19. Public Transportation Employee Protective Arrangements
20. Restrictions on Lobbying
21. Safe Operation of Motor Vehicles
22. School Bus Operations
23. Simplified Acquisition Threshold
24. Solid Wastes (Recovered Materials)
25. Special Notification Requirements for States
26. Substance Abuse Requirements
27. Termination
28. Violation and Breach of Contract
29. Conformance with its Nation Architecture
30. Federal Tax Liability and Recent Felony Convictions
31. Severability
32. Trafficking in Persons
33. Certification and Restrictions on Lobbying (**Signed Certification Required**)
34. Government-Wide Debarment and Suspension (Nonprocurement) (**Signed Certification Required**)

Required State Certifications and Clauses

The following attached clauses and certifications are herein incorporated by reference. Failure to complete and submit the requisite certifications with your response may render your proposal non-responsive.

State of Connecticut

1. Small Business Enterprises
2. Nondiscrimination in Employment and Affirmative Action
3. Nondiscrimination on the Basis of Disability
4. Executive Orders
5. Freedom of Information Act
6. Right to Inspect Records
7. Specific Equal Employment Opportunity Responsibilities
8. Ethics Required Certification (**Signed Certification Required**)
9. Requirements of the State of Connecticut (**Signed Certification Required**)
10. Small/Minority Business Enterprise (SBE/MBE) Certification (**Signed Certification Required**)
11. SBE Letter of Intent (**Signed Certification Required**)
12. Nondiscrimination Certification (**Signed Certification Required**)

Management Services Solicitation 2401

Operations

\$ 260,000

Request

Cynthia Schilke
cschilke@seatransit.org

SOUTHEAST AREA TRANSIT DISTRICT
21 Route 12
Preston, Connecticut 06365
+1 860 - 886 - 2631

www.seatbus.com

The following clauses are for inclusion into procurement documents, but can also be inserted into contractual agreements. However, additional clauses and certification may be required for contractual agreements.

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

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

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain;or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company(or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232,section 889 for additional in formation.
- d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- 1.U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- 2.Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- 3.Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that

agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);

2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which

to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions³²

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

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

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Disputes:

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

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

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

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.,

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. 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:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

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

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. 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, or
 - 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 platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor’s Authorized Official: _____

STATE OF CONNECTICUT REQUIREMENTS

Small Business Enterprises. In connection with the performance of this Agreement, the Consultant shall cooperate with the District in meeting its commitments and goals with regard to the maximum utilization of small business enterprises ("SBEs"), as defined in Section 4a-60 of the Connecticut General Statutes and will use its best efforts to insure that SBEs shall have the maximum practicable opportunity to compete for any sub-contract work under this Agreement.

The District has agreed with the Connecticut Department of Transportation to include in the Agreement the Special Provisions Requirements of Section 46a-68j-30(9) of the Contract Compliance Regulations.

The Contractor agrees to ensure that small business enterprises as defined in Section 4a-60 of the Connecticut General Statutes have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with Section 4a-60 of the Connecticut General Statutes to ensure that small business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (the District) deems appropriate.

Non-Discrimination in Employment and Affirmative Action. In connection with the carrying out of the Project the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their pre-employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The provisions of Executive Order No. 11246 of September 21, 1965, as amended, and all rules, regulations and orders of the Federal government issued pursuant thereto are incorporated herein by reference and made a part hereof. The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-4) and all requirements imposed by Title 49 C.F.R. part 21 and other pertinent directives of the federal government to the end that no person shall on the grounds of race, color, sex or national origin be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under the Project.

The District has agreed with the Connecticut Department of Transportation ("CTDOT") to include in this Agreement the following Sections from the Agreement between the District and CTDOT:

Section 32 Civil Rights. (b)(1) The Second Party (the "District and its Operator") agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents

performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

Section 33. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a.60 of the Connecticut General Statutes, (1) the Second Party agrees and warrants that in the performance of the contract such Second Party shall not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

Non-Discrimination on the Basis of Disability. The Consultant shall insure that all fixed facility construction or alteration and all new equipment purchased to provide the Services comply with applicable regulations regarding Non-Discrimination on the Basis of Handicap in Programs and

Activities Receiving or Benefitting from Federal Financial Assistance, set forth at Title 49, Code of Federal Regulations, Part 27, and any amendments thereto. 38

The Agreement shall be deemed to include the CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS including but not limited to Equal Employment Opportunity Responsibilities, Policy on SBEs, and Code of Ethics, incorporated herein by reference, and all requirements upon consultants and contractors of the "Second Party" (the "District") set forth in said PROVISIONS shall be deemed requirements upon the Consultant hereunder. In any event, the Consultant shall do nothing which would cause the District to be in violation of the requirements upon it, as the "Second Party" under said PROVISIONS.

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:

<https://portal.ct.gov/Office-of-the-Governor/Governors-Actions/Executive-Orders>

Environmental Law Compliance

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

Publication of Reports

The ownership of all data and material collected under this Agreement shall be vested in the Proposer and the State. All reports shall be submitted to 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 the Greater Hartford 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 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 Proposer 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 convenience or otherwise. Nothing herein shall be construed to waive any of the States or the District’s immunities.

Litigation

The Proposer 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 Proposer 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 Proposer under this Agreement, and such records and files may 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.

RIGHT TO INSPECT RECORDS

By way of its agreement with the Connecticut Department of Transportation, the District agrees to include in all its subcontracts a provision to the effect the subcontractor agrees that the State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives, shall, until the expiration of three (3) years after the final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontractor" as used in this clause excludes work not exceeding \$25,000.00.

The period of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of this contract to which exception has been taken by the State, the Comptroller General or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

PROVISIONS DATED 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.

E. The Company and all their subcontractors or subconsultants holding subcontracts or subagreements of \$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 sub agreement meeting the monetary criteria above with such modification or language as is necessary to make them binding on the subcontractor or subconsultant.

F. 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.

2. Equal Employment Opportunity Policy

The Company will develop, accept and adopt as its operating policy and Affirmative Action Plan utilizing as a guide the Connecticut Department of Transportation Affirmative Action Plan Guideline.

3. 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.

4. Dissemination of Policy

- A. 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 another 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 a 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 workforce 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 of all 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 contract 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 employee 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 practice.
- 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 actions 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 timetables 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 contact performance. Where feasible, 25 percent of apprentices of trainees in each occupation shall be in their first year of apprenticeship of training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

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- 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 to 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 possession 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 women 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 there 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 Enterprise 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. 45
- 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.

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.

CONNECTICUT REQUIRED CERTIFICATIONS

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

<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

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 to ensure that any and all up-to-date contract certification forms are properly filled out and submitted with your proposal.

REQUIREMENTS OF THE STATE OF CONNECTICUT

The Agreement between the 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

SMALL/MINORITY BUSINESS ENTERPRISE (SBE/MBE) CERTIFICATION

To be eligible for the State of Connecticut's SBE certification a company must meet the legal definition of a small business or that of a minority owned firm:

SMALL BUSINESS ENTERPRISE (SBE):

Been doing business under the same ownership or management and has maintained its principal place of business in Connecticut for at least one year immediately prior to the date of application; Gross revenues not exceeding \$15,000,000 during its most recent fiscal year; and, 51% ownership held by a person(s) who exercises the operational authority over daily affairs of the business and has the power to direct policies and management and receives beneficial interests of the business.

MINORITY BUSINESS ENTERPRISE (MBE):

A small business (must meet the above-stated SBE criteria) with at least 51% ownership by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies, and receives the beneficial interests of the business. A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

Yes____; My Company is certified by the State of Connecticut as a SBE; attach a copy of the SBE Certification.

No____; My Company is not certified by the State of Connecticut as a SBE.

SBE Certification

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 SBE 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.

SBE LETTER OF INTENT

Name of bidder/offeror's firm: _____
Address: _____
City: _____ State: _____ Zip: _____

Name of DBE firm: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____

Description of work to be performed by SBE firm:

The bidder/offeror is committed to utilizing the above-named SBE firm for the work described above.
The estimated dollar value of this work is \$ _____

Affirmation

The above-named SBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is SBE certified to perform the specific trades.

By _____ Date: _____
(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____, an entity
Signatory's Title **Name of Entity**

duly formed and existing under the laws of _____
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity **Name of Entity**

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/ Notary Public **Commission Expiration Date**

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

- (1) Policy – It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance or contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 apply to this agreement.
- (2) DBE Obligation – The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantages business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted contracts.

DBE Certification

The contractor hereby agrees to subcontract a minimum of _____% 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.

ELIGIBLE CONTRACTORS CERTIFICATE

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

Firm Name: _____

Signature: _____

Title: _____

Date: _____

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 ensure 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: _____

AFFIDAVIT OF NON-COLLUSION/CONFLICT OF INTEREST

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

1. That I am Offeror (if the Offeror is an individual), a partner in the offer (if the Offeror is a partnership), or an officer or employee of the Offeror corporation having the authority to sign on behalf (if the Offeror is a corporation).
2. That the attached offer has been arrived at by the Offeror independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition.
3. That the contents of the offer have not been communicated by the offer or its employees or agents to any person not an employee or agent of the offer or it is 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 **SEAT** 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. That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

Subscribed and sworn to me this ____ day of _____, 20__ .

Notary Public

My commission expires _____, 20__ .

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

APPENDIX E

INSURANCE TYPES AND THRESHOLDS

INSURANCE CERTIFICATES REQUIRED: Before any contract is executed, the successful contractor(s) will be required to file with the Southeast Area 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 Southeast Area 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. The 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. The 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 Southeast Area 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 (\$5,000,000.00) automotive coverage unless specifically modified by the State and may require additional special Automobile Pollution Liability coverage for losses resulting from claims of bodily injury, property damage or clean up costs caused by pollution release from transported cargo.

D. 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. Longshoremen's 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 Southeast Area Transit District and the State of Connecticut must be named as Additional Insured.

F. ENVIRONMENTAL 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 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. Longshoremen's and Harbor Workers' Compensation Insurance Act Coverage, the policy number(s) and term of the policy(s) 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 Southeast Area Transit District, C/O Cynthia Schilke, 21 Route 12, Preston CT 06365. Purchase orders 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/bis. The instructions and affidavit forms are available at the State of Connecticut, Office of Policy and Management Internet site at:

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

Check this State of Connecticut Internet site immediately before you submit your proposal in case of any recent changes to the State's contractual requirements. It is the responsibility of the Proposer/bidder to ensure that any and all up-to-date contract affidavit forms are properly filled out and submitted with your proposal. Also be advised that forms not required on submittal of bid or proposal but on execution of said contract and stated at intervals afforded in the attached forms will be required of the successful bidder/proposer as a condition of ongoing contract compliance.