



**REQUEST FOR PROPOSAL  
GHTD RFP #04-023**

**LEGAL SERVICES**

**GREATER HARTFORD TRANSIT DISTRICT  
ONE UNION PLACE  
HARTFORD, CONNECTICUT 06103  
(860) 247-5329**

**September 15, 2022**

## RFP KEY INFORMATION SUMMARY SHEET

**Request for Proposals:** Legal Services

**Solicitation Number:** RFP #04-023

**RFP Issue Date:** September 15, 2022

**RFP Issuing Office:** Greater Hartford Transit District

**Procurement Officer:** LaShaunda Drake  
Procurement and Contract Coordinator  
Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103  
Phone: (860) 380-2012  
Email: [ldrake@ghtd.org](mailto:ldrake@ghtd.org)

**Proposal to be sent to:** Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103  
Attn: LaShaunda Drake

**Pre-Proposal Conference:** A Pre-Proposal Conference Will Not Be Held

**Inquiries Deadline:** October 4, 2022; 12:00 PM Local Time

**Proposal Due Date and Time:** October 18, 2022 at 2:30 PM Local Time



## NOTICE

### REQUEST FOR PROPOSALS GHTD RFP #04-023 LEGAL SERVICES

The Greater Hartford Transit District (The District), Hartford, Connecticut is seeking a firm or firms to provide Legal Services to the Greater Hartford Transit District. RFP documents may be obtained by calling the District at 860-380-2012 or by emailing LaShaunda Drake, Procurement and Contract Coordinator, at [ldrake@ghtd.org](mailto:ldrake@ghtd.org). Documents will also be posted at the District's website: [www.hartfordtransit.org](http://www.hartfordtransit.org) and on the State of Connecticut DAS Contracting Portal at: <https://portal.ct.gov/DAS/CTSource/CTSource>.

A pre-proposal conference will not be held.

Proposals shall be submitted to LaShaunda Drake, Greater Hartford Transit District, One Union Place, Hartford, CT 06103, on or before **2:30 P.M. Tuesday, October 18, 2022**. Proposals received after the deadline will not be considered and will be returned to the Proposer unopened. Any changes, or any requests for changes in the specifications, will not be recognized after sealed proposals are submitted to the District.

Any contract resulting from this request for proposals is subject to a financial assistance contract between the District and the State of Connecticut Department of Transportation (CTDOT) and between the District and the Federal Transit Administration (FTA). All Proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors. The contractor will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations.

The District hereby notifies all Proposers that in regard to any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, small and/or minority business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

The District reserves the right to reject any and all proposals as submitted by this Request for Proposals, and to waive informalities and irregularities, as it deems in its best interest.

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# SECTION I - GENERAL INFORMATION

## 1. INTRODUCTION

The Greater Hartford Transit District (the “District”) is a quasi-municipal corporation operating under the authority of Chapter 103a of the Connecticut General Statutes. There are currently sixteen-member towns represented by appointees who collectively form the Board of Directors, the policy making body of the District. The District has broad powers to acquire, operate, finance, plan, develop, maintain and otherwise provide all forms of land transportation and related services including the development or renewal of transportation centers and parking facilities.

The District, under contract to the Connecticut Department of Transportation (CTDOT), provides the complementary paratransit service required by the Americans with Disabilities Act of 1990 (ADA) in the Greater Hartford/Capitol Region area. The District currently contracts with First Transit Inc., a private operator for the provision of its paratransit service. Approximately 165 lift equipped vehicles are assigned to the service program. District-wide programs employ more than (200) employees with ridership typically exceeding 350,000 passenger trips annually to approximately 8,000 clients (Post-COVID numbers).

The District is the owner and operator of the Union Station Transportation Center Complex, which includes the Spruce Street Parking Lot (“Parking Lot”) in Hartford, CT. The District is also the owner of the ADA Paratransit Operations and Maintenance Facility in East Hartford, CT.

The District is soliciting proposals through this Request for Proposals (“RFP”) from a firm or firms interested and capable of entering into an agreement to provide Legal Services to the Greater Hartford Transit District.

The specifics of the requirements, and other documents relevant to this RFP, are set forth in the Scope of Services and in the Exhibits attached hereto and made a part hereof.

- a) Any firm submitting a proposal must be prepared to participate with other firms in arrangements necessary for the representation of the District’s interests. The District will not reimburse for any expenses incurred in connection with this Request for Proposals, including, but not limited to, the cost of preparing the initial response and any additional information requested or travel expenses related to an oral presentation, if required. Please be advised that responses will be considered property of the District and are matters of public record.

The District may select multiple firms for the services described herein. No selected firm is guaranteed or ensured any number of contracts or proportion of business. The successful firm or firms will not be responsible for providing oversight for any pending litigation prior to and/or at the time of the release of this RFP.

## 2. SUBMISSION OF PROPOSALS

Proposers shall submit their Proposal prior to **2:30 P.M., Tuesday, October 18, 2022** to:

LaShaunda Drake  
Procurement and Contract Coordinator  
Greater Hartford Transit District  
One Union Place

Hartford, Connecticut 06103

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

Late submissions will not be accepted. It is the responsibility of the Proposer to ensure that its Proposal is delivered to the District by the date and time referred to hereinabove. **Delivery by facsimile or any other electronic means will not be accepted.**

All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Proposer. Proposers shall not include any such expenses as part of the price proposed in response to the RFP.

A submission of a proposal will be considered by the District as constituting a legal offer by the Proposer to perform the required services at the proposed price.

### **3. PROPOSAL INQUIRIES**

Communication by any Proposer with any agent or employee of the District on the subject of this RFP, or the pending process may result in the Proposer being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted in writing to LaShaunda Drake **on or before 12 noon (local time) on Tuesday, October 4, 2022**. Any correction or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document.

### **4. PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will not be held for this procurement.

### **5. COMMENCEMENT OF SERVICES/TERM OF CONTRACT**

It is the intent of the District to execute an agreement with the successful Proposer, to commence **January 1, 2023**. An initial two (2) year contract will be executed with the successful Proposer with an option of three (3) one-year successive renewals by the District upon mutual agreement by both parties.

### **6. QUALIFICATION OF PROPOSERS**

Prospective Proposers must meet the following minimum qualifications to be considered for selection. All Proposers to this RFP shall have a minimum of fifteen (15) years recent experience practicing law for a municipality or public agency in an operating environment similar to that of the District and at least five (5) years recent experience practicing law for a public transit system or transit district. Proposers shall meet all criteria and requirements identified in the RFP. The District is the sole judge in determining compliance with qualifications standards.

### **7. FUNDING**

Any contract resulting from this request for proposals is partially subject to a financial assistance contract between the District and the State of Connecticut Department of Transportation (CTDOT) and between the District and the Federal Transit Administration (FTA). All firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

No proposal will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the State of Connecticut upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut

## **8. FEDERAL REQUIREMENTS**

Exhibit A attached hereto and made a part hereof sets forth federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants. Its provisions are hereby included herein as an integral part of this RFP.

## **9. STATE REQUIREMENTS**

Exhibit B attached hereto and made a part hereof sets forth state requirements placed upon vendors who are participating in a project funded in whole or in part with state grants. Its provisions are hereby included herein as an integral part of this RFP.

## **10. PROCUREMENT AND APPEALS PROCESS**

The District's procurement procedures and appeals process are contained in Exhibit C attached hereto and made a part hereof.

## **11. DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the District that disadvantaged business enterprises ("DBE's") be afforded the maximum opportunity to participate in the performance of all contracts let by the District. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services. The term "disadvantaged business enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity. Proposers will submit a statement indicating its own DBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will get to comply with the District's DBE goal of **7%**. DBEs must be certified with the CTDOT. **There is no DBE contract goal for this contract.**

If the Contractor is unable to achieve the specified contract goals, the Contractor must submit written documentation to the District indicating his/her good faith efforts to satisfy goal requirements. The bidder must present information on DBEs proposed to meet the goal as part of bid responsiveness (provided at the time of bid) or no later than five (5) calendar days after bid opening as a matter of responsibility. An example of a good faith effort includes whether the contractor provided written notice to a reasonable number of DBEs with potential interest in the contract and with sufficient time to allow participation. It is important to note that DBEs are certified to perform certain types of work. To receive credit for good faith efforts and to count towards goal attainment, named DBEs must be certified to do the scopes of work that they are contacted/contracted to perform.

The District is a part of the State of Connecticut Department of Transportation Unified Certification Program ("UCP") and any contractor and/or sub-contractor and/or vendor utilized to meet the DBE



Participation requirements must be certified through that UCP. A list of CTDOT Certified DBE vendors can be found at: [http://www.biznet.ct.gov/dot\\_dbe/dbesearch.aspx](http://www.biznet.ct.gov/dot_dbe/dbesearch.aspx). Upon request, the District will provide information related to the state certification process.

## **12. SPECIAL PROVISION – SMALL and MINORITY BUSINESSES**

It is the policy of the District that Small Contractor and Small Contractor Minority Business Enterprises ("SBE and MBE") be afforded the maximum opportunity to participate in the performance of all contracts let by the District in accordance with Section 4a-60g of the Connecticut General Statutes as revised. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from SBE and/or MBEs allocated to the Services.

For the purpose of this "Special Provision", the SBE/MBE named to satisfy this requirement must be certified by the Department of Administrative Services of the State of Connecticut ([www.das.state.ct.us](http://www.das.state.ct.us)) as an SBE/MBE as defined by Section 4a-60g of the Connecticut General Statutes as revised or with the U.S. Small Business Administration.

Proposer will submit a statement indicating its own SBE/MBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will let. There is no goal set for SBE/MBE utilization on this project, however the District does have an annual SBE goal of 25%. See attached Certification for SBEs. The use of SBE/MBE and/or DBE subcontractors is encouraged if feasible.

If the Contractor is unable to achieve the specified contract goals for the Special Provision, the Contractor must submit written documentation to the District indicating his/her good faith efforts to satisfy goal requirements.

## **13. VALIDITY OF PROPOSALS**

Proposers agree that their proposals remain valid for a period of one hundred and twenty (120) days after the above cited due date for submission of proposals and may be extended beyond that time by mutual agreement.

Proposers agree that the technical portion of their proposals (not including proprietary or pricing information) may be released to other bidders upon announcement of award, if requested by such other bidders

By responding to this RFP, the Proposer implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. It is further implied that the proposer did not participate in the District's RFP development process, had no knowledge of the specific contents of this RFP prior to its issuance, and that no employee of the District participated directly or indirectly in the firm's proposal preparation.

## **14. ADDENDA AND PROPOSAL REJECTION**

The District reserves the right to issue addenda to this RFP as a result of inquiries received, or to adjust its project schedule if it is deemed in the District's best interest to do so. It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated contact person prior to entering a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposal.

The District reserves the right to reject any and all Proposals resulting from this RFP if the District deems that it is in the best interest of the District to do so. The District may elect to make an award of the subject contract as a direct result of Proposals received or elect to negotiate with Proposers.

#### **15. PROPOSAL WITHDRAWAL**

The Proposer's authorized representative may, prior to the date and time set as the deadline for receipt of proposals, modify or withdraw a proposal in person, or by written or facsimile notice to the official listed in this document. If a proposal is modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written or facsimile notices shall be received at the District's offices, One Union Place, Hartford, CT 06103 no later than the date scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposal may not be withdrawn for one hundred and twenty (120) calendar days.

#### **16. EXCEPTIONS TO RFP**

All exceptions taken by Proposer must be specific. Proposer must clearly indicate what alternative is being offered to allow the District a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Proposer from submitting the Minimum Requirements as stated in the RFP. The District is under no obligation to accept any proposed exceptions or alternatives.

#### **17. INSURANCE REQUIREMENTS**

Contractor shall obtain and maintain throughout the term of the Contract (or such longer period as may be specified below, if any) the following insurance:

##### **A. Commercial General Liability**

The Contractor shall carry Commercial General Liability Insurance, including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death or property damage, to be on the so-called "occurrence" form with a combined limit of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, and to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; (4) blanket contractual liability for all insured contracts; and (5) contractual liability covering the indemnities in this Contract.

##### **B. Workers' Compensation Insurance**

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

##### **C. Business Automobile Insurance**

Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles, providing for the following minimum liability limits: One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or

occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where the 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).

**D. Professional Liability Insurance**

The contractor shall carry a Professional Liability Insurance Policy in an amount not less than Five Million Dollars (\$5,000,000).

**E. Errors and Omissions**

The contractor shall carry Errors and Omissions Insurance Policy in an amount not less than Five Million Dollars (\$5,000,000).

**F. Certificate of Insurance**

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc. Prior to commencing any work under this Contract and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any subcontractor to perform any of its obligations under this Contract, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional insured (except the workers' compensation and Professional Liability insurance). For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated on the certificate. With the exception of Professional Liability Insurance, each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. All insurance policies provided for above shall contain clauses or endorsements to the effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

Such insurance shall protect the District against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of any project equipment for the purposes of the program covered by this Contract and for any other purpose. No project equipment shall be delivered to the Contractor, or operated by the Contractor until the Contractor has delivered the certificate(s) of insurance required hereunder. Prior to the annual renewal of a motor vehicle registration, the Contractor shall submit to the District a certificate of insurance for the project equipment. This Section shall not prevent the District from contracting for such required insurance coverage at any time, and in such event the Contractor shall pay the District for all costs of such insurance.

**G. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, directors, employees and agents (collectively “Indemnified Parties”) from and against all claims, damages, demands, losses, expenses, fines, penalties, causes of action, suits or other liabilities (including all costs of reasonable attorneys’ fees) arising out of, related to, in connection with or resulting from, or alleged to arise out of or arise from the negligent acts or omissions, breach or failure to perform under the Contract or the violation of any applicable law or regulation, by Contractor, Contractor’s subcontractors or anyone directly or indirectly employed by Contractor or by Contractor’s subcontractors or anyone for whose acts any of them may be responsible or liable and whether such claim, damage, demand, loss, expense, fine, penalty, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. This indemnity shall be effective regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties (but the indemnity shall not cover liability to the extent resulting from gross negligence or willful misconduct of the Indemnified Parties). Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers’ compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

To the extent the foregoing Indemnity applies to any violation of federal, state or local laws, ordinances or regulations, Contractor shall do and perform all work necessary to correct such violation.

**18. ATTACHED EXHIBITS**

The following exhibits are included in this RFP package:

- A. Federally Required Contract Clauses**
- B. State of Connecticut Contract Requirements**
- C. Procurement Procedures and Appeals Process**
- D. General Information Form**
- E. Required Certifications**
  - Affidavit
  - Certification of Eligibility
  - Certification of Non-Collusion
  - Certification of Restrictions on Lobbying
  - Eligible Contractors Certificate
- F. State of Connecticut Certifications**
  - Requirements of the State of Connecticut
  - Small/Minority Business Enterprise (SBE/MBE) Certification
  - SBE Letter of Intent
  - OPM Forms
- G. Cost Proposal Form**

## **SECTION II - TECHNICAL**

### **1. GOALS AND OBJECTIVES**

The District is seeking qualifications and proposals from a professional firm or firms to provide legal counsel services to the District and its Board of Directors in a manner acceptable to the District and in accordance with generally accepted legal industry standards and the standards as defined within the scope of work in the Request for Proposals.

### **2. STATEMENT OF WORK**

The District is seeking the services of licensed lawyers from a firm or firms to provide legal counsel services. The Proposer shall have a minimum of fifteen (15) years recent experience practicing law for a municipality or public agency in an operating environment similar to that of the District and at least five (5) years recent experience practicing law for a public transit system or transit district.

### **3. GENERAL RESPONSIBILITIES / SCOPE OF SERVICES**

The specialized nature of the services provided by the District as a quasi-municipal agency, and as a grantee of funds from the Federal Transit Administration and the State of Connecticut Department of Transportation, results in contractual relationships including, but not limited to: municipalities, multimodal transportation service providers, agencies, consortiums, vendors, and contractors. As owner of the ADA Paratransit Operations and Maintenance Facility and the Hartford Union Station Transportation Center Complex, the District has relationships with municipalities, tenants, contractors, visitors, building system providers, etc.

Firms are invited to submit a proposal on one or more of the general areas and any sub-area(s) of the general categories. The District reserves the right to accept a proposal for a single area, several areas, to combine areas, to split areas, to award any area to one or more firms, or award the total scope of services to only one firm. Regardless of contract award(s) made as a result of this solicitation for legal services, the District reserves the right to solicit additional legal services proposals for specific areas and/or projects at any time during the contract period. The successful firm or firms will not be responsible for providing oversight for any pending litigation prior to and/or at the time of the release of this RFP.

The Proposer shall be able to provide a broad scope of legal services. Legal counsel to the District shall provide (at the request of the Executive Director and/or an Officer from the Board of Directors) in-depth, comprehensive advice, written and oral opinions, legal review, litigation, court representation, administrative agency representation, and general legal counsel on a broad range of topics. General legal counseling services shall include developing, negotiating and enforcing legal documents that protect the District's interests and ensure ongoing stability.

Legal Specialists may be called upon to provide expert counsel in the following areas:

1. General legal advice regarding municipal law, state and federal statutes and ordinances. General legal services include the following types of matters, but are not limited to:
  - a. Research and deliver opinions on operational and governance matters, including the District's rights and responsibilities under applicable federal, state, and local laws.

b. Represent the District before various trial and appellate courts, both state and federal; represent the District before various administrative agencies of the State of Connecticut and the Federal Government.

c. Advise District management on the legal aspects in a broad variety of administrative matters. Evaluate the District's legal position in matters involving potential litigation or other risks.

d. Review and advise on various contracts with the District's vendors and client communities. Determine that these contracts include all applicable clauses to protect the District's interest. Counsel may be required to negotiate contract disputes, cancellations, enforcement, modifications, etc.

e. Prepare contracts, legal instruments, legal documents, and other legal writings as may be required in the interest of the District.

f. Prepare legislation required to amend the District's compact or to grant power and authority necessary to effectively carry out existing or new functions and advise the District to retain special counsel when highly specialized legal expertise or potential conflicts of interest are involved.

g. As directed by District staff and/or the Board, assist with District's legislative efforts in the state of Connecticut, local and federal legislative efforts, attend strategy meetings with the District, other transit providers, lobbyists or other parties interested in or involved in funding of public transit. Research and develop language for funding initiatives requiring governmental approval.

h. Provide other legal advice/assistance, including, but not limited to the following:

- Freedom of Information
- Codes of Conduct and Conflicts of Interest
- Record Retention Requirements and Policies
- Privacy Policies
- Policy writing
- Inter-District Memos of Understanding
- Advertising law
- Public entity law

2. Chapter 103a of the Statutes pertaining to transit districts.
3. Statutes affecting municipal governments, such as the Freedom of Information Act (FOIA), Civil Rights, and similar.
4. Federal and State of Connecticut Grant Funding and related issues. Laws and regulations pertaining to federal and state grants from the Federal Transit Administration ("FTA") and the Connecticut Department of Transportation ("CTDOT") including compliance with regulations.

The Contractor shall provide advice, legal research, and representation services regarding the requirements of federal and state laws and regulations as they relate to federal and state grant funding received by the District from the Federal Transit Administration (FTA) and CT Department of Transportation (CTDOT) and related issues.

5. Real Estate (including conveyance, title, mortgages, and leasing of property); Environmental and land use law; Fixed Guideway; and Economic Development and Implementation Law.

- a. **Real Estate**

- 1) The District may construct additional maintenance and office facilities, joint development projects, park-and-ride lots, transit centers, bus passenger shelters/benches, bus pull-offs, bus turn-around, transit stations and other facilities. Property acquisition may be necessary. This property may be condemned, purchased, leased, or easements negotiated by the District. The property affected could be either public or private. Legal services are required to assist in the negotiations, to provide advice, to prepare all legal documents and filings, and to represent the District on all such matters. If necessary, and at the District's direction, advise and/or direct surveys, appraisals, environmental site assessments, title insurance, photographs, settlement agreements, joint development agreements, closing coordination, etc.

- 2) Federal grant funds are frequently used to acquire property. Assuring satisfaction of all federal acquisition requirements, including relocation, will be required.

- 3) Assist and advise the District in the purchase/sale/lease of property. Prepare agreements and/or contracts. Advise and represent the Authority in negotiations, condemnation, valuation, financing, zoning, site plan approvals, easements, restrictions and covenants, and leases. Provide all filing and necessary related services.

- 4) Maintain a master file with copies of surveys, appraisals, title insurance, closing statements, photographs, etc. Original documents shall be the sole property of the District and shall be forwarded to the District.

- b. **Environmental**

- 1) Advise on local, state, and federal environmental laws and/or regulations as they affect the District.

- 2) Research and formulate opinions on environmental issues and provide assistance with written environmental documentation, including the formalization and documentation of District environmental policies and procedures, licensing agreements, contracts, etc.

- 3) Assess results and advise on environmental audits and reviews, environmental site assessments and National Environmental Policy Act reviews.

- 4) Provide representation with local, state, and Federal regulatory agencies and in any environmental litigation.

- 5) Provide representation in various ventures with public and private sector companies regarding environmental issues.

- 6) Provide business activity counseling as follows:

- Environmental Compliance
- Risk Management and Insurance Coverage for environmental damages
- Internal Investigations

7) Provide other miscellaneous legal services concerning environmental issues, upon request of the District.

**c. Major Transit Project and Economic Development**

1) As directed by the District, work with other entities to develop, review or approve necessary agreements or other documents for the satisfactory implementation and operation of major transit projects. Projects may be implemented by District or implemented by others with the assistance, support, or cooperation of District.

2) Assist in addressing legal issues arising from such major capital projects and in developing, reviewing, or approving legal documents including cooperative agreements, memoranda of understanding, ordinances, authorizing legislation, contract, etc.

3) As needed, work with the local, other governmental entities and District staff in obtaining necessary approvals of major project plans and/or cooperative agreements for funding, planning, development, and operation of transit services.

6. Financing, including tax exempt revenue bonds.
7. Grants and contracts review, including assisting the District in federal and state grant processes as requested. Should have knowledge of federal Certifications & Assurances.
8. Construction and public bidding requirements, and other supporting documentation related to procurements.
9. Vehicle and personal property leasing.
10. Employment and Labor Law (including personnel matters).
  - a) Provide full-service research, advisory and representative/litigation services in all facets of employment relations and claims under Title VII of the Civil Rights Act. Inform District staff of recent developments in employment areas and the application of such developments to District's policies and practices. Provide guidance on what constitutes proper policies, procedures, and training to implement changes, assure full compliance and avoid claims.
  - b) Such services include, but are not limited to, the following areas:
    - Affirmative Action
    - Americans With Disabilities Act (ADA)
    - Americans with Disabilities Amendments Act
    - COBRA
    - Constructive Discharge Claims
    - Contract Employee versus Independent Contractor
    - Discrimination and Harassment Claims
    - Drug and Alcohol Testing for Non-Safety Sensitive Employees
    - Fair Labor Standards Act (FLSA)
    - Connecticut Paid leave (Paid Family Medical Leave Act (PFMLA))
    - Hostile Work Environment and Related Claims
    - Payroll and Garnishments, Wage Attachments, Interrogatories, Domestic Relations



- Orders, Child Support Orders, etc.
- Retaliation Claims
- Policy Development and Employee Handbooks
- Privacy in the Workplace
- Retaliatory Charges
- Simplified Employee Pension (SEP) Plan
- Terminations
- Training in various areas of employment law
- Unemployment Compensation
- Veterans' Rights
- Workplace Violence
- Workforce Reduction and Layoffs
- Wrongful Discharge and Related Claims

11. Connecticut Bankruptcy law.
12. Drafting of legislation (based on State of Connecticut Drafting Manual).
13. Personal injury law; Worker's Compensation, Legal Advisement and/or Litigation.

The Contractor shall provide advice, legal research, and representation services regarding the requirements of the State of Connecticut personal injury laws, worker compensation laws and regulations as they relate to claims and related litigation.

14. ADA Paratransit Vehicles and Associated Support Vehicles.

The Contractor will represent the District and possibly employees in accident litigation when the District is a party.

15. Intellectual Property.
  - a. District contracts with several third-party software vendors for applications necessary for daily operational and business functions such as Scheduling, Dispatching, Maintenance, Finance, Human Resources, Procurement, Vehicle Tracking including real time arrival, etc.
  - b. It is the District's goal to maintain ownership of the data in these systems and to provide open access to this data to the District and its authorized vendors for the development of interfaces, creation of custom applications and to allow a wide variety of vendors to assist the District in effectively utilizing this data.
  - c. The following general duties include, but are not limited to:
    - 1) Provide full-service research, advisory and representative services in all facets of technology and software including, but not limited to:
      - (a) Prepare, review, and negotiate agreements and license agreements for the purchase and implementation of technology and software to ensure that any transaction adheres to the District's business objectives and strategic direction.

(b) Prepare, review, and negotiate agreements to protect District's ownership of, and District's and its authorized representatives or contractors' access to, District's data stored in the software.

(c) Prepare, review, and negotiate contracts and license agreements that preserve District's right to integrate other hardware and/or software so as not to limit competition for such other hardware/software.

(d) Prepare, review, and negotiate contracts and license agreements that will not limit District's ability to integrate new technology in the future nor limit District's ability to meet customers changing information demands because of unreasonable additional licensing fees or issues with data ownership and access.

(e) Assist with disputes over the determination of system acceptance criteria.

2) Provide other miscellaneous legal services concerning intellectual property issues, upon request of the District.

16. Warranties.

17. Contractor and Subcontractor agreements.

The Proposer shall provide legal advice for day-to-day situations which may arise. Most cases shall be handled by the Proposer, but in circumstances which require specialized service, beyond the scope of experts employed therein, the firm shall assist the District with the selection and retention of a firm or attorney to handle the specific matter or dispute.

The selected Proposer will be required to declare that it will represent the District to the exclusion of all other clients having potential conflicts with the interests of the District.

**Any items omitted from this Statement of Work which are clearly necessary for the successful completion of the required services shall be considered a portion of the services although not directly named in these specifications.**

## **SECTION III - RESPONSE CRITERIA**

### **1. SUBMISSION REQUIREMENTS**

All information shall be provided according to the following instructions in order to be considered a responsive Proposal.

Interested parties shall submit a proposal in one package with two (2) sealed envelopes within the proposal package. Envelope 1 of the package will contain one (1) original and four (4) copies and (1) electronic copy of the technical written proposal; **no price or fee information is to be included in Envelope 1.** Envelope 2 will contain only information related to the price proposal in the form of one (1) original and four (4) copies and (1) electronic copy of the cost proposal. Envelope 2 should be clearly marked "Cost Proposal for Legal Services" and shall include the Respondent's name.

The outer envelope (or box) of the proposal package must be clearly marked Proposal: Legal Services on the front thereon. The Respondent's complete return address must be included on the outer envelope.

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. Appendices should provide information relevant to the proposal and not consist of Proposer's general marketing materials. The Proposal is limited to 25 - 8 ½ X 11 sheets or 50 pages of double-sided prints. Font size 12 points. Required certifications are not considered part of the page limit.

Proposers shall provide a proposal which includes the required elements, both in content and sequence as set forth in this section. Proposal Forms must be completed and signed. All required certifications (Exhibits E & F) must be completed, signed and submitted with each Proposal.

Cost Proposal information shall be based on the type of service to be provided and the associated requirements as specified in this RFP. The price to be quoted in any proposal shall include all items of labor, materials, and other costs necessary to fully provide the services. Any items omitted from this specification which are clearly necessary for the completion of the project shall be considered a portion of the project although not directly named in these specifications.

### **2. GENERAL INFORMATION FORM**

The Proposer must provide a completed and signed General Information Form as shown in Exhibit D.

### **3. COVER LETTER**

Each Proposer shall submit a maximum two-page letter including the name and address of the organization submitting the proposal; a brief description of the Proposer's organization including whether the organization is an individual, partnership, corporation or joint venture.

### **4. TECHNICAL PROPOSAL**

#### **A. GENERAL REQUIREMENTS**

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake and provide legal counsel service to the Greater Hartford Transit District in conformity with the requirements of this request for proposals. The technical proposal

should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

The Proposer shall provide a narrative that addresses the services they are proposing as outlined in the Scope of Work. The narrative should show the Proposer's understanding of the District's needs and requirements and a detailed method of approach on how the Proposer will accomplish the requested scope of work. The narrative should indicate whether or not the Proposer can provide the services as described.

A Description of any additional services the Proposer provides or that it believes are necessary to the engagement described in this RFP.

In this section the Proposer shall also present the case for the selection of the Proposer as the District's legal counsel. Do not repeat the information provided above instead, use this opportunity to indicate the unique qualifications, experience, approach, background and other characteristics of the Proposer that make it the best choice for the District. Include any suggestions for innovative ideas or suggestions for ways to provide the Scope of Work in a convenient, efficient and cost-effective manner.

#### **B. CONFLICT OF INTEREST**

The firm should identify any material assignments, relationships or other employment that the firm or any employee of the firm has that may create a conflict of interest or the appearance of a conflict of interest in serving as counsel to the District. The firm should provide a statement explaining why such relationships do not constitute a conflict of interest relative to performing the required services.

#### **C. LICENSE TO PRACTICE IN CONNECTICUT**

An affirmative statement should be included indicating that the firm and all assigned key professional staff have passed the State of Connecticut Bar examination and are qualified to practice law in Connecticut.

#### **D. STATEMENT OF QUALIFICATIONS**

The Proposal must include a statement regarding the experience and performance of the Proposer in providing services similar in scope to those requested in this RFP. This section should establish the ability of the Proposer to satisfactorily perform the services and indicate the Proposer's experience in performing services to a governmental entity especially a transit agency.

Provide a brief description of the firm, its history and experience in the area of transportation. Describe the type of work performed by the firm and the percentage of effort devoted to each type.

Briefly describe the firm's knowledge and experience on the following:

- the interpretation of state laws as they relate to municipal corporations, municipalities and transit districts.
- the interpretation of federal laws as they related to the U. S. Department of Transportation, Federal Transit Administration (FTA), FTA Third Party Contracting guidelines, Regulations, Employment Law, Ethics and Conflicts of Interest, Civil Rights

Legislation and any other pertinent Federal, State and Local Law that would govern the District.

- the provision of legal advice/assistance in the areas to include, but not be limited to, the following:
  - Roberts Rules of Order.
  - Freedom of Information
  - Commission on Human Rights
  - Employment Law
  - Commercial Real Estate, Environmental and Land Use.
  - Commercial Litigation
  - Municipal Finance
  - Corporate and Business Law
  - Funding, purchasing, and grant administration regulations of the State of Connecticut and the Federal Transit Administration.

Provide information on the employee composition of the firm indicating the total number of employees and the total number and percentages of minority and women employed.

Provide documentation regarding your firm's professional liability insurance.

Disclose any material assignments, relationships, or other employment that your firm or any employee of your firm has that may create a conflict of interest or the appearance of a conflict of interest in service as legal counsel to the District.

Provide a minimum of three references from clients for whom your firm has performed services similar in scope and complexity to that concerned with this RFP. The most recent reference should be listed first, then others in reverse chronological order. Include the name of the reference, contact person, title of contact person, address, telephone number, period of performance of service, a short narrative describing the services, and its present status. Proposer shall ensure that contact names and telephone numbers are accurate.

The District reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process.

#### **E. STAFF QUALIFICATIONS AND EXPERIENCE**

Key personnel shall include the principals, partners, and attorneys. The Proposer shall identify the key personnel, assigned to the engagement and indicate whether each person is licensed to practice law in Connecticut. The Proposer must certify that all named key personnel in the proposal are the Proposer's employees or subcontractors and shall perform the services.

Key personnel may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the District. However, in either case, the District retains the right to approve or reject replacements.

Qualifications for key personnel should be in the following format:

- Provide legal background and qualifications for all attorneys who will be assigned to the District and responsible for the areas outlined in the Scope of Services section.
- Include a separate appendix of resumes for key personnel outlining certifications held, educational qualifications and legal experience.
- Indicate the responsibility and level of effort for all staff to be assigned.
- Indicate what resources or contingency resources are committed to replace or supplement assigned personnel should circumstances dictate at some stage of the contract duration.
- Key personnel should be listed in order of their position of seniority and responsibility in the firm.

#### **5. AFFIRMATIVE ACTION PLAN**

The Proposer shall include a copy of the Proposer's and any subcontractor's Affirmative Action Plan and a brief description of how the plan is implemented.

#### **6. REQUIRED CERTIFICATIONS**

The Proposal must submit the completed and signed certifications shown in Exhibits E & F. Failure to submit the certifications will result in the proposal not being evaluated.

#### **7. COST PROPOSAL**

This Section must describe the Proposers plans for compensation and how these amounts are calculated, including comparison to industry standards.

Proposer must specify all costs and fees to be charged to provide the legal counsel services as stated in this RFP. Cost information shall be completed for **each service year**. The cost information shall include all of the costs and expenses associated with the provision of the specifications as stated in the scope of work. This information should be presented in the format provided as Attachment G.

#### **8. MISCELLANEOUS INFORMATION**

The Proposer is encouraged to submit other information which may be pertinent to the evaluation of its Proposal.

## **SECTION IV - PROPOSAL EVALUATION**

### **1. EVALUATION PROCEDURES**

An award will be made to the most responsible and responsive firm in accordance with the evaluation criteria set forth in this RFP. All proposals received will be evaluated and scored by an Evaluation Review Committee. Proposal evaluation is an assessment of both the Proposal and the Proposer's ability to successfully accomplish the required services.

The Evaluation Review Committee shall review each Proposal submitted and may invite some or all of the Proposers to submit additional material to support or clarify their proposals. The Evaluation Review Committee will take all information provided into consideration in making its recommendation to award a contract to the successful proposer in the best interests of the District. The District shall select the highest rated Proposal subject to negotiation of fair and reasonable compensation.

If determined necessary, the Evaluation Review Committee may invite top Proposers found to be within the competitive range, or may be reasonably made to be within the competitive range for an interview. If interviews are conducted, the Evaluation Review Committee will be provided the opportunity to revise their original evaluation and score to accurately reflect any additional information that may have been obtained through the interview process.

The final score for each proposal will be obtained by summing the results from each section (Technical Proposal and Cost Proposal), with a perfect final score being 100 points. The Evaluation Committee will take the total score for each Technical Proposal and add to it the respective Cost Proposal evaluation score to rank the proposal and to determine the overall preferred proposals.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understanding to any Contract requirements, said conditions, exceptions, reservations or understandings may be discussed during the interview or negotiation meetings. However, the District shall have the right to reject any and all conditions and/or exceptions, and instruct the Proposer to amend its Proposal and remove said conditions and/or exceptions; and any Proposer failing to do so may cause the District to determine such Proposal to be outside the competitive range.

The Proposer with the highest-ranking Proposal may be contacted regarding any potential areas to be negotiated. If negotiations are determined not necessary, a contract will be awarded to that firm. If negotiations are conducted and not successful with the highest-ranking Proposer then negotiations may be conducted with the next highest-ranking Proposer and so on down the line until negotiations are successful.

The District reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request to amend its proposal and to make its Best and Final Offer (BAFO). The District reserves the right to award on the basis of initial Proposal submitted without negotiations or discussions if such action is deemed to be in the best interest of the District.

## **2. TECHNICAL PROPOSAL**

The Evaluation Review Committee shall evaluate and rank all technical proposals from responsible proposers for the purpose of determining any competitive range and to select a proposal for potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated by a Proposer which do not caused the Committee to consider a Proposal outside of the competitive range, will be evaluated according to the respective evaluation criteria which they affect

The Evaluation Review Committee shall evaluate all technical Proposals to determine which meet the District's minimum requirements, without regard to price. The minimum requirements will be an initial cut off point for assessing minimum levels of financial capabilities. Compliance with each standard is required. The minimum requirements will be evaluated. The evaluation may, at the District's discretion, be augmented by verbal or written requests for clarification, or additional information as necessary to determine whether the technical requirements can be met.

The District will only consider those proposals that meet the minimum requirements for further evaluation based on the following criteria.

### **A. FIRM'S QUALIFICATIONS AND EXPERIENCE – 40 Points**

Elements thereof include experience of Proposer providing legal counsel services similar to the one described in this RFP. The years of experience of the Proposer representing agencies and governmental institutions especially transit agencies and the experience of Proposer representing public boards with multimillion-dollar budget. Availability of staff for this engagement and comprehensiveness of Proposer's available legal services. References provided to the District.

### **B. KEY PERSONNEL – 30 Points**

The experience and qualifications of the attorneys responsible for providing the services described in the Scope of Work. The availability of key personnel. Training, seminars directly concerned with compliance with federal, state and local procurement regulations and affecting public transit entities.

The experience and knowledge of key personnel in interpreting: state law as it relates to transit districts; federal law and the planning, construction and operation of transit agencies; human resource issues; contract law, intergovernmental agreements, insurance and bond issuance.

Of importance is the knowledge and experience relative to grant administration of the US Department of Transportation and the State of Connecticut; and familiarity with the Freedom of Information and Open Meeting Law pursuant to Connecticut General Statutes.

### **C. COST PROPOSAL – 30 Points**

Provide a detailed Fee Schedule to include the hourly rates of the individual attorneys identified as key personnel who will be assigned to this engagement, minimum billing rates if any, and a description of billing increment and invoice detail. If the Proposer has discounted rates for quasi-government agencies, such as the District, those rates should be identified.

Provide the rate or range of rates at which ancillary/administrative services would be billed, if any, including: Paralegal assistants, copying, and any other services for which Proposer routinely bills.



Payment will only be made on contemporaneous time records kept and broken down by the 1/10<sup>th</sup> of the hour or less. Each entry shall have a description of sufficient length to verify the nature of the work. The District shall reimburse for the actual cost of the services, provided that the charge for such expenses are documented and itemized and fall within the description of reimbursable charges identified and incorporated in the contract.

Proposals will be rated on the basis of the total cost of professional services. The Proposal asserting the lowest will receive 30 points. All other proposals will receive between 1 to 29 points based on the numerical relation of their cost to the amount asserted in the Proposal having the lowest cost amount. The formula is as follows:

- a) Divide lowest proposed cost by cost of relevant proposal
- b) Multiply result from step a) times 30 points to determined points to be awarded.

The final score for each proposal will be obtained by summing the results from each section, with a perfect final score being 100 points. The Committee will take the Technical Proposal score for each proposal and add to it the respective Cost Proposal evaluation score to rank the proposal and to determine the overall preferred proposals.

The top Proposers with the highest rating based by points upon the award criteria may be granted an interview with the Evaluation Committee as part of the review process.

***EXHIBIT A – FEDERALLY REQUIRED CONTRACT  
CLAUSES***

## **FEDERALLY REQUIRED CONTRACT CLAUSES**

### **No Obligation by the Federal Government.**

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

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

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Access to Records and Reports** - The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and September 2019 inspection.

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

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

**Federal Changes** - Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

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

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and

(3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5

Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third

party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) 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, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) 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 individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) 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 individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

**Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not

perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

**Energy Conservation** - Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**Termination**

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

**b. Termination for Default.** [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure.** (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** in the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Convenience** (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**f. Termination for Default** (Supplies and Service) If 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 recipient may terminate this



contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

**g. Termination for Default (Transportation Services)** If 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 contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

**h. Termination for Default (Construction)** If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

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

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

**i. Termination for Convenience or Default (Architect & Engineering)** the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination.

Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

**j. Termination for Convenience or Default (Cost-Type Contracts)** the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, 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 recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

**Government-Wide Debarment and Suspension (Nonprocurement)** – The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” [https:// www.sam.gov](https://www.sam.gov), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

**Buy America** – Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Breaches and Dispute Resolution** - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

**Performance During Dispute** - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days 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 recipient 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 residing State.

**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 recipient 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.

**Lobbying** – Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made

lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Clean Air** – 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**Clean Water** – Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**Fly America Requirements** – Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**Disadvantaged Business Enterprises** -

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises

(DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

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

c.) If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d.) If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e.) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f.) The contractor must promptly notify the recipient 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 recipient.

**Prompt Payment** –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

**Other Federal Requirements:**

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**Ineligible Contractors and Subcontractors** - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Compliance With Federal Regulations** - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

***EXHIBIT B – STATE of CT CONTRACT REQUIREMENTS***

## 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.

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.

## EXECUTIVE ORDERS

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

<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 Sate 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 subagreement 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 other knowledgeable Company Official.
- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable Company official covering all major aspects of the Company's equal employment opportunity obligations within thirty (30) days following their reporting for duty with the Company.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate Company official in the Company's procedures for locating and hiring protected class group employees.

B. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will take the following actions:

- (1) Notices and posters setting forth the Company's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- (2) The Company's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

A. When advertising for employees, the Company will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- B. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through its EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Company for employment consideration.

In the event the Company has a valid bargaining agreement providing for exclusive hiring 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 or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- C. The Company will advise employees and applicants for employment of available training programs and entrance requirements for each.
- D. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Company relies in whole or in part upon unions as a source of employees, it will use its best efforts to obtain the cooperation of such unions 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.
- C. The General Contract Provisions entitled “Minority Business Enterprises as Subcontractors” is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

10. Records and Reports

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

- A. The number of minority and non-minority group members and women employed in each work classification on the project.
- B. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Companies which rely on whole or in part on unions as a source of their work force).
- C. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
- D. The progress and efforts being made in securing the services of minority and female owned businesses.
  - (1) All such records must be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the U.S. Department of Transportation including consultant firms.
  - (2) If on-the-job training is being required by the “Training Special Provision”, the Company will be required to furnish a Monthly Training Report and Supplement Report (1409) for each trainee.

11. Affirmative Action Plan

- A. Contractors, subcontractors, Vendors, suppliers, and all other Companies with contracts, agreements or purchase orders completely state funded will submit an Affirmative Action Plan if the contract value is \$5,000 or over.
- B. Contractors, subcontractors, Vendors, suppliers, and all other Companies with federally assisted contracts, agreements, or purchase orders valued at \$10,000 or more will submit an Affirmative Action Plan.
- C. Companies with contracts, agreements, or purchase orders with total dollar value under that which is stipulated in A and B above shall be exempt from the required submission of an Affirmative Action Plan unless otherwise directed by the Division of Contract Compliance.

***EXHIBIT C –PROCUREMENT AND APPEALS PROCESS***

## **GHTD Procurement Procedures and Appeals Process**

It is the policy of the Greater Hartford Transit District that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third-party procurements using good administrative practices and sound business judgment. It is the District's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and District Policies.

The District has established these pre-bid, pre-award, and post-award procurement protest policy and procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration.

### 1. Pre-Bid

A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial notice and/or solicitation published by the District requesting bids or proposals from vendors or other interested parties.

### 2. Pre-award

A pre-award protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

### 3. Post-Award

A post-award protest is a protest received after award of a contract. A post-award protest must be received within 5 business days of the notification of the award. A post-award protest generally alleges a violation of applicable federal or state law and/or District policy or procedures relative to the seeking, evaluating and/or awarding of the contract. Each Proposer will be notified by first class mail of the decision of the District as to the selection of firm under this procurement. Included in that notification will be a proposed effective date of engagement which will be no less than 15 days following the date of notification of award.

It is the policy of the District not to proceed with the award phase of any procurement if there is a pending protest.

All Protests must be filed in writing to:

Vicki L. Shotland, Executive Director  
Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation

Greater Hartford Transit District, Vicki L. Shotland, Executive Director or designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Executive Director or Designee must be in writing and shall include a response to each substantive issue raised in the Protest. The Executive Director's decision shall constitute the District's final administrative determination.

If the District postpones the date of Bid submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, the District will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal has been filed and the due date for Bid submission shall be postponed until the District has issued its final decision.

The Protester may withdraw its Protest or Appeal at any time before a final decision is issued.

A Protester must exhaust all administrative remedies with the District before pursuing a protest with the Federal Transit Administration (FTA). Reviews of protests by the FTA will be limited to (1) failure to have or to follow the District's protest procedures or failure to review a complaint or Protest or (2) violations of Federal law or regulation.

A Protest Appeal to FTA must be received within five (5) working days of the date of the final decision by the Greater Hartford Transit District is rendered. The appeal must be in writing and must include the name and address of the protestor, cite the District as the grantee, the number of the solicitation, a statement of the grounds for protest and any supporting documentation, including a copy of the local Protest filed with the District and a copy of the District's decision, if any. Protest appeals should be filed with:

Federal Transit Administration Region 1 Office,  
Kendall Square  
Attention: Procurement Appeal  
55 Broadway, Suite 920  
Cambridge, MA 02142-1093

Upon receipt of a notice that an appeal has been submitted to FTA prior to the award of a contract, the District will immediately contact the appropriate FTA official to determine if the Response Date should be postponed. If the Response Date is postponed, the District will contact all Proposers or firms who have been furnished a copy of the RFP that an appeal has been filed and that the Response Date is postponed until FTA has issued its decision. Appropriate addenda will be issued rescheduling the Response Date.

Any appeal to FTA may be withdrawn at any time before FTA has issued its decision.

FTA's decision on any appeal will be final. No further appeals will be considered by FTA.

***EXHIBIT D – GENERAL INFORMATION FORM***

**GENERAL INFORMATION FORM**

Name of Organization: \_\_\_\_\_

Organization's Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Years in business providing Telephone Communication: \_\_\_\_\_

Company Federal Taxpayer Identification Number \_\_\_\_\_

Organization is (check one):

- Corporation       Partnership       Association  
 Joint Venture       Sole Proprietorship       Public Agency  
 Quasi-Public Agency       Other: (Explain): \_\_\_\_\_

If the organization is a corporation indicate the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice-President's Name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

If the organization is an individual or a partnership indicate the following:

Date of Organization: \_\_\_\_\_

Name and address of all partners: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name and Title of the Organization's Authorized Representatives:

Contact for Questions about Proposal: \_\_\_\_\_

\_\_\_\_\_

Officer responsible for Contract Performance: \_\_\_\_\_

\_\_\_\_\_

Acknowledgment of received Addenda No(s): \_\_\_\_\_

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposal dated September 1, 2022. The stated Proposal shall be firm for 120 days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

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

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

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



**PROPOSAL SUBMISSION PAGE  
FOR LEGAL SERVICES**

SUBMITTED BY: \_\_\_\_\_

TO: Greater Hartford 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 and any addendum thereto at the price stated in the attached proposal and or any final offers.

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

My Company also agrees and understands that in the event that the **District** 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.

The Contractor hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the **District** and further authorizes the **District** to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the monies due the Contractor are insufficient or no monies are due the Contractor, the Contractor shall pay the **District** the difference or the entire amount, whichever may be the case, within 30 (thirty) calendar days after receipt of a written demand by the Chief Financial Officer.

Under no circumstances shall this provision be interpreted or extended to mean a relinquishment of rights for a claim for any other damages that the **District** may have against the Contractor for any other reason whatsoever.

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

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

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

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

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

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

***EXHIBIT E – REQUIRED CERTIFICATIONS***

**AFFIDAVIT**

STATE OF CONNECTICUT )  
 ) ss. \_\_\_\_\_, 20\_\_\_\_  
COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, being duly sworn, depose and say:  
(insert name of authorized agent)

1. I am the \_\_\_\_\_ of \_\_\_\_\_ (the  
(insert title) (insert name of company)  
“Respondent”) and am authorized on behalf of the Proposer to make this Affidavit.
2. I am over 18 years of age and understand the obligations of an oath.
3. There are no delinquent real and personal property taxes due the State of Connecticut from the Respondent.
4. The Respondent is current on all monetary obligations due the State of Connecticut.
5. The Respondent is currently in compliance with all applicable laws, regulations and ordinances of the United States and, State of Connecticut.

\_\_\_\_\_  
(Insert name of company)

By:

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

Subscribed and sworn to before me, \_\_\_\_\_, the  
undersigned officer this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**CERTIFICATION OF ELIGIBILITY**

\_\_\_\_\_ hereby certifies that neither  
(Name of Proposer)  
it nor its "principals" is included on the U.S. Comptroller General's Debarred Bidders List.

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

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

The Proposer certifies to the best of its knowledge and belief that it and its principals

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
- B. Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B of this Certification.
- D. Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

(Check One)

\_\_\_\_\_ I DO CERTIFY

\_\_\_\_\_ I DO NOT CERTIFY

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

***CERTIFICATION OF NON-COLLUSION***

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer 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;

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

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, of \_\_\_\_\_,  
Name & Title Name of Firm

hereby certify that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
4. The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.
5. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Signature & Title of Authorized Official

***ELIGIBLE CONTRACTORS CERTIFICATE***

I, \_\_\_\_\_, of \_\_\_\_\_,  
Name & Title Name of Firm

hereby certify that it **IS** / **IS NOT** (circle one) included on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

***EXHIBIT F* – STATE OF CT CERTIFICATIONS**



**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**

The contractor hereby acknowledges that **District** has established a contract goal of **zero percent (0%)** for this project. No further action is required.

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.**

Request for Proposal: \_\_\_\_\_

Proposer: \_\_\_\_\_

District: *Greater Hartford Transit District*

Submission Date: \_\_\_\_\_, 2022

***Gifts, Connecticut General Statutes §4-252. Notice: The District shall not award or enter into any contract or agreement with Proposer if Proposer fails to make and comply with the representation requirements set forth in Connecticut General Statutes §4-252.*** Proposer hereby represents, warrants and certifies to the District that:

(1) no Gifts were made by: (A) Proposer, (B) any Principals and Key Personnel of Proposer, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of Proposal or Principals and Key Personnel, who participate substantially in preparing bids, proposals or negotiating state contracts to (i) any public official or employee of any state agency or quasi-public agency or of the District soliciting bids or proposals for a contract, who participates substantially in preparation of bid solicitations or requests for proposals for a contract or the negotiation or aware of a contract, or (ii) any public official or state employee of any other state agency or quasi-public agency who has supervisory or appointing authority over such state agency or quasi-public agency or the District;

(2) no Principals and Key Personnel of Proposer or agent of Proposer or Principals and Key Personnel, knows of any action by Proposer to circumvent such prohibition on Gifts by providing for any other Principals and Key Personnel, officials, employees or agents of Proposer to provide a Gift to any such public official or state employee or employee of the District; and

(3) Proposer is submitting bids or proposals without fraud or collusion with any person.

Initial capitalized terms used in this paragraph and not defined herein have the meanings ascribed thereto in C.G.S. §4-250 and §4-252.

***Nondiscrimination; Connecticut General Statutes §4a-60 & Connecticut General Statutes §4a-60a.*** Proposer hereby represents, warrants and certifies to the District that the Proposer has a policy in place that complies with, and will remain in compliance with throughout the term of any contract or agreement awarded in connection with the Request for Proposal, the nondiscrimination agreements and warranties set forth in Connecticut General Statutes §4a-60(a)(1) and §4a-60a(a)(1), as amended.

The authorized signatory of Proposer confirms, acknowledges and demonstrates their understanding of the obligations set forth in Connecticut General Statutes §4a-60 & §4a-60a by initialing here:

Print Name: \_\_\_\_\_ Initials: \_\_\_\_\_

***The District shall not award or enter into any contract or agreement with Proposer if Proposer has not included the nondiscrimination affirmation provision in the contract and otherwise complied with the requirements set forth in Connecticut General Statutes §4a-60 & §4-60a.***

Campaign Financing Contributions; Connecticut General Statutes §9-612(f) & (g). Proposer has delivered to the District a completed SEEC Form 10 Notice in accordance with Connecticut General Statutes §9-612(g)(1), a copy of which can be obtained at the following internet link: [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_10\\_final.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf)

Proposer hereby represents, warrants and certifies to the District:

(1) that Proposer has received a copy of the written notice advising state contractors and prospective state contractors of the contribution and solicitation prohibitions set forth in Connecticut General Statutes §9-612(f)(2)(A) & (B);

(2) that Proposer has not made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be violation of Connecticut General Statutes §9-612(f)(2)(A) & (B) without mitigating circumstances having been found to exist concerning such violation; and

(3) Proposer's chief executive officer or authorized signatory of this Request for Proposal submission has completed and delivered to the District the State of Connecticut Campaign Contribution Certification in accordance with Connecticut General Statutes §9-612, set forth on Schedule E-1 attached hereto and made a part hereof.

***Notice: The District shall not enter into any contract or agreement with Proposer if Proposer fails to make and comply with the representation requirements set forth in Connecticut General Statutes §9-612.***

Occupational Safety & Health; Connecticut General Statutes §31-57b. Proposer hereby represents, warrants and certifies to the District that Proposer is not in violation of, is in compliance with, and will remain in compliance with the requirements set forth in Connecticut General Statutes §31-57b throughout the terms of any contract or agreement awarded in connection with the Request for Proposal.

***Notice: All representations, warranties and disclosures contained above are sworn as true to the best knowledge and belief of the below authorized signatory and any false statements made herein are punishable under the penalty for false statement as provided for in §53a-157b of the Connecticut General Statutes.***

PROPOSER:

[ENTITY NAME]

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

Name:

Title:

Sworn and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

**SCHEDULE B-1**

**CAMPAIGN CONTRIBUTION CERTIFICATION**

***EXHIBIT G – COST PROPOSAL FORM***

# COST PROPOSAL FORM

The within Form will be used with respect to the cost aspect evaluation of Proposals. In addition to the contents of this Form, the Proposer may expand or delete categories in this Form so long as the maximum billing rates for various classifications of professional and support services are disclosed.

Name of Organization: \_\_\_\_\_

Services	2023	2024	2025	2026	2027
Hourly Rates by Fiscal Year					
Partners	\$	\$	\$	\$	\$
Associates	\$	\$	\$	\$	\$
Legal Assistance	\$	\$	\$	\$	\$
Clerical	\$	\$	\$	\$	\$
Other (Describe)	\$	\$	\$	\$	\$
Incremental Billing Rate after minimum time	\$	\$	\$	\$	\$
Minimum time bill	_____	_____	_____	_____	_____
Copy cost per sheet	\$	\$	\$	\$	\$
Travel time costs	\$	\$	\$	\$	\$

The Proposer hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named. The Proposer certifies that the proposed rates have been derived after careful and thorough examination of GHTD RFP #04-023. The District may request a detailed cost breakdown for each of the contract years which includes the methodology and all of the assumptions used to arrive at the proposed rates.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name