



**REQUEST FOR PROPOSALS  
GHTD RFP #08-023**

**EMPLOYEE ASSISTANCE PROGRAM AND  
SUBSTANCE ABUSE PROFESSIONAL (EAP/SAP) SERVICES**

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

**January 31, 2023**

## RFP KEY INFORMATION SUMMARY SHEET

<b>Request for Proposals:</b>	Employee Assistance Program and Substance Abuse Professional (EAP/SAP) Services
<b>Solicitation Number:</b>	RFP #08-023
<b>RFP Issue Date:</b>	January 31, 2023
<b>RFP Issuing Office:</b>	Greater Hartford Transit District
<b>Procurement Officer:</b>	LaShaunda Drake Procurement and Contract Coordinator Greater Hartford Transit District One Union Place Hartford, CT 06103 Phone: (860) 380-2012 Email: <a href="mailto:ldrake@ghtd.org">ldrake@ghtd.org</a>
<b>Proposal to be sent to:</b>	Greater Hartford Transit District One Union Place Hartford, CT 06103 Attn: LaShaunda Drake
<b>Pre-Proposal Conference (Virtual):</b> <i>Participation is not mandatory</i>	February 9, 2023 at 10:00 AM Local Time Web Meeting via Zoom <a href="https://us06web.zoom.us/j/81689505761?pwd=aEpWa051MFhmUIM2THBNdlVCVEI2dz09">https://us06web.zoom.us/j/81689505761?pwd=aEpWa051MFhmUIM2THBNdlVCVEI2dz09</a> Meeting ID: 816 8950 5761 Passcode: 560001 To call in by phone: (929) 205 6099
<b>Inquiries Deadline:</b>	February 15, 2023; 12:00 PM Local Time
<b>Proposal Due Date and Time:</b>	March 2, 2023 at 2:30 PM Local Time



**GREATER HARTFORD TRANSIT DISTRICT  
REQUEST FOR PROPOSALS  
GHTD RFP # 08-023  
EMPLOYEE ASSISTANCE PROGRAM (EAP) AND  
SUBSTANCE ABUSE PROFESSIONAL (SAP) SERVICES**

The Greater Hartford Transit District (The District), Hartford, Connecticut is seeking a firm to provide Employee Assistance Program (EAP) and Substance Abuse Professional (SAP) services for the Statewide Drug and Alcohol Testing Program Consortium. Proposal documents may be obtained by emailing LaShaunda Drake, the District's Procurement and Contract Coordinator, at [ldrake@ghtd.org](mailto:ldrake@ghtd.org).

Documents will also be posted on the District's website: <https://www.hartfordtransit.org/business-opportunities/> and on the State of Connecticut DAS Contracting Portal at: <https://portal.ct.gov/DAS/CTSource/CTSource>.

A virtual pre-proposal conference will be held by the District on **Thursday, February 9, 2023 at 10:00 a.m. local time via Zoom**, to outline requirements as well as to provide the opportunity for questions and explanations. **Attendance at the pre-proposal conference is not mandatory and is not a condition of award.**

To join the web meeting via Zoom, visit:

<https://us06web.zoom.us/j/81689505761?pwd=aEpWa051MFhmUIM2THBNdlVCVEI2dz09>

Meeting ID: 816 8950 5761

Passcode: 560001

To call in by phone: (929) 205 6099

Proposals shall be submitted to LaShaunda Drake, Greater Hartford Transit District, One Union Place, Hartford, CT. 06103, on or before **2:30 p.m. EST on Thursday, March 2, 2023**. 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 submitted is subject to a financial assistance contract between the District and the Connecticut Department of Transportation. All

Proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity 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 is also the owner and operator of Hartford’s Historic Union Station Transportation Center Complex, an intermodal hub of transportation that currently serves Amtrak rail, CTraill, intercity and intra city bus service, taxi services, and public parking. The Complex includes the Spruce Street Parking Lot. The Union Station Transportation Center is a mixed-use facility that includes: ticketing booths for bus and rail travel, and leased tenant space on three levels. The Transportation Center currently provides service to 650,000 passengers annually (pre-COVID statistics was 900,000 passengers annually). The Transportation Center is open 21 hours per day, seven days per week.

The District is also the owner of the Greater Hartford Transit District ADA Paratransit Operations and Maintenance Facility (the “Facility”) located at 148 Roberts Street in East Hartford, CT.

The District is eligible and authorized under state and local law to request, receive, and manage Federal Transit Administration (FTA) funds and to execute and administer FTA-funded projects. The District provides a variety of services in support of public transportation in the Capitol Region of Connecticut. The District also serves as Administrator of a Statewide Drug and Alcohol Testing Consortium and a Statewide Transit District Insurance Consortium.

The District is soliciting proposals through this Request for Proposals ("RFP") from a firm to provide Employee Assistance Program (EAP) and Substance Abuse Professional (SAP) services for the Statewide Drug and Alcohol Testing Program. The firm will be responsible for administering the drug and alcohol tests in conformance with the US Department of Transportation/Federal Transit Administration 49 CFR Parts 40 and 655. The specifics of the services, 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.

### ***2. SUBMISSION OF PROPOSALS***

Proposers shall submit their Proposal prior to **2:30 p.m. EST on Thursday, March 2, 2023** 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 (with the exception of the (1) electronic copy requested. Refer to Section III for details).**

All costs associated with the preparation and delivery of a Proposal is 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 via email [ldrake@ghtd.org](mailto:ldrake@ghtd.org) on or before **noon EST, Wednesday, February 15, 2023**. 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 virtual Pre-Proposal Conference will be held by the District on **Thursday, February 9, 2023 at 10:00 A.M.**, to outline the requirements and service standards that the District will expect of the Contractor, as well as to provide the opportunity for questions and explanations. Such Conference will be held via Zoom (refer to RFP Key Information Summary Sheet for meeting login details). The Proposer may submit any written requests for clarification as well as any questions regarding this solicitation package prior to the pre-proposal conference. **Attendance at the Pre-Proposal Conference is not mandatory, and is not a condition for final award.**

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. The District further 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 direct result of Proposals received or elect to negotiate with Proposers.

### ***5. COMMENCEMENT OF SERVICES***

It is the intent of the District to execute an agreement with the successful proposer, to commence **July 1, 2023**.

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

Prospective Proposers must meet the following minimum qualifications to be considered for selection. All Proposers to this RFP shall have demonstrated experience in supplying such services and shall meet all criteria and requirements identified in the RFP. The District is the sole judge in determining compliance with qualifications standards:

- Firms submitting proposals must be qualified to perform Employee Assistance Program and Substance Abuse Professional Services in accordance with 49 CFR Part 40 and 49 CFR Part 655.
- The firm must have Certified Employee Assistance Professionals (CEAP) on staff.



- The Substance Abuse Professional must be a U.S. Department of Transportation recognized Substance Abuse Professional and one of the following:
  - A licensed physician (Doctor of Medicine or Osteopathy)
  - A licensed or certified social worker
  - A licensed or certified psychologist
  - A licensed or certified employee assistance professional
  - A state-licensed or certified marriage and family therapist
  - A certified alcohol and drug abuse counselor

## ***7. STATE OF CT CONTRACT REQUIREMENTS***

Exhibit - A, 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.

## ***8. PROCUREMENT AND APPEALS PROCESS***

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

## ***9. FUNDING***

Any contract resulting from this request for proposals is subject to a financial assistance contract between the District and the Connecticut Department of Transportation. 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.

## ***10. SPECIAL PROVISION***

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 to comply with the District's SBE/MBE overall goal. The District has an annual SBE goal of **25%**.

If the bidder/offeror is not an SBE/MBE and cannot commit to utilizing an SBE/MBE firm for a portion of the work described in this RFP, the bidder must submit written documentation to the District indicating his/her good faith efforts to satisfy goal requirements.

#### ***11. VALIDITY OF PROPOSALS***

Proposers agree that their proposals remain valid for a period of one hundred 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 Proposers upon announcement of award, if requested by such other Proposers.

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.

#### ***12. 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.

#### ***13. 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.

#### ***14. 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.

## ***15. INSURANCE REQUIREMENTS***

Contractor shall obtain and maintain throughout the term of this 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**

If the Contractor or any of its subcontractors are providing design, architectural or engineering services with respect to this Contract, the Contractor and such subcontractors shall carry Professional Liability Insurance Policy in an annual aggregate amount not less than Two Million Dollars (\$2,000,000), which coverage shall be maintained in force for a period of not less than three (3) years after the completion of the work under this Contract.

### **E. 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.

#### **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.

#### **16. RESERVATION OF DISTRICT'S RIGHTS**

The District reserves all rights regarding the RFP, including, without limitation, the right to:

- a) Amend, delay or cancel the RFP without liability if District finds it is in the best interest of the District to do so;
- b) Reject any or all Proposals received upon finding that it is in the best interest of the District to do so;

- c) Waive any minor informality or non-conformance with the provisions or procedures of the RFP, and seek clarification of any Proposal, if required;
- d) Reject any Proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- e) Negotiate a Statement of Work based on the Scope of Work described in this RFP and to negotiate separately in any manner necessary to serve the best interest of the public;
- f) Amend any Contracts that are a result of the RFP.

Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a Proposal from a Proposer that has a level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Due to the technical nature of some of these tasks, the Proposer with the lowest Price Proposal may not necessarily be awarded a Contract. The District reserves the sole right to determine the best Proposal.

## ***17. ATTACHED EXHIBITS***

The following exhibits are included in this RFP package:

### **A. State of Connecticut Contract Requirements**

### **B. Procurement Procedures and Appeals Process**

### **C. General Information Form**

### **D. Required Certifications:**

- Affidavit
- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of Restrictions on Lobbying
- Eligible Contractors Certificate

### **E. State of Connecticut Certifications**

- CT Required Certifications ([click on web link to download applicable forms](#))
- Requirements of the State of Connecticut
- Small/Minority Business Enterprise (SBE/MBE) Certification
- SBE Letter of Intent
- OPM Forms

### **F. Consortium Member Information**

### **G. Cost Proposal Form**

## **SECTION II - SPECIFICATIONS**

### ***1. BACKGROUND***

The Greater Hartford Transit District is the designated agency to perform administration services for a Statewide Drug and Alcohol Testing Program, (the "Consortium"), on behalf of the State of Connecticut Department of Transportation (ConnDOT). The District serves as the liaison between ConnDOT, all consortium member locations and the firm selected to provide Employee Assistance Program (EAP) and Substance Abuse Professional (SAP) services as specified in this RFP. The District is responsible for monitoring the EAP provider and SAP services and serves in the capacity of an additional Designated Employer Representative (DER) on behalf of all consortium members.

The Connecticut Drug and Alcohol Testing Consortium is comprised of twenty-four (24) transit operators throughout the State of Connecticut. The District is soliciting proposals through this Request for Proposals from qualified EAP and SAP providers for approximately 2,500 safety sensitive Consortium member employees.

### ***2. CONTRACT TERM***

It is the intent of the District to execute an agreement with the successful proposer, herein after referred to as ("the Contractor"). The agreement between the District and the Contractor shall be for a one (1) year period commencing July 1, 2023 through June 30, 2024 with the option of renewing said agreement with the Contractor (in one-year increments for up to four additional years) on an annual basis each successive year with a maximum term of five (5) years, subject to the mutual agreement of both parties.

The District reserves the right to terminate such Agreement in the event of any default with respect to the terms thereof by Contractor, upon giving fifteen (15) days prior written notice to do so, at the end of which time period, such Agreement shall terminate.

The terms, conditions and financial benefits of an Agreement between the District and the Contractor will be negotiated, after selection of the Contractor, by the District and the Contractor, subjected, however, to the terms hereof.

The Agreement with the Contractor may be amended to fulfill the requirements of any new or amended Federal Law or Regulation. The maximum agreement payment will be amended to conform to any such amendment.

### ***3. SCOPE OF WORK***

The District is soliciting written proposals from interested firms to act as its exclusive agent for providing EAP services as well as SAP services and for carrying out all aspects of the U. S. Department of Transportation ("U.S. DOT") Federal Transit Administration ("FTA") drug and alcohol testing requirements as described in 49 CFR Part 40 - Procedures for Transportation Workplace Drug and Alcohol Testing Programs and 49 CFR Part 655 – Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.

Please note that the requirements contained herein should be construed as a minimum only. Innovative modifications that may be in the District's best interest will be considered during the evaluation process.

Services shall include, but not be limited to, the following outlined items:

**A. Substance Abuse Professional Services**

- Provide the services of Substance Abuse Professionals ("SAPs") to evaluate each employee testing positive for either alcohol misuse or drug abuse determining what assistance, if any, the employee needs to resolve problems associated with prohibited drug use or alcohol misuse before returning to work.
- Conduct Return to Duty evaluation and authorize Return to Duty testing.
- Outline recommended Follow-Up testing schedule and ensure adherence to same.
- Provide SAP Program Orientation to Consortium Designated Employer Representative (DER) and/or Alternate DER.
- Provide a copy of SAP certificate(s) upon requested by the Consortium Coordinator.
- Provide names and locations of SAPs.

**B. Employee Assistance Program**

- Provide the services of an Employee Assistance Program ("EAP") for safety-sensitive employees and their immediate family. EAP must include at least twenty-four (24) hour, seven (7) day a week toll free access to its services. These services include assessment, counseling, case management, referral and long-term treatment planning (if necessary), critical incident debriefing and follow up. Covered employees allowed, at a minimum, three (3) sessions with counselor per situation.
- Provide EAP Program Orientation to Consortium DER and/or Alternate DER.
- 
- Provide consultation services with supervisors regarding safety-sensitive employee situations.
- Provide a copy of Employee Assistant Professional certificate(s) upon requested by the Consortium Coordinator.
- In addition, the EAP must provide quarterly reports (Utilization Report, Client Satisfactory Survey, etc.) and newsletters to the Consortium Coordinator as well as promotional material such as brochures, posters, etc. for the safety-sensitive employees as requested by the Consortium Coordinator.

**C. Training**

1. **Employee Assistance Program Training** – Provide on-site training, at the discretion of the District, to include at a minimum, the following: Sexual Harassment Awareness, Conflict Resolution Strategy, etc. Such training must be proactive and constructive management skills that enable supervisors to handle challenging behavioral issues in the workplace effectively.

**D. Recordkeeping and Reporting**

**Recordkeeping**

- Provide reminder notice to Consortium Coordinator and Employer of monthly Follow Up tests.
- Provide necessary documentation to Employer and Consortium Coordinator in the case of a positive test result where litigation is involved (e.g. arbitration, unemployment, workers' compensation, court hearing, EEOC charge, etc.)

- Provide copies of records upon request to the District within two (2) working days of the request.
- The Contractor shall ensure that strict confidentiality of test results is maintained. Any test results or material prepared shall not be released without prior written consent of the employee (other than to the District as requested).
- Maintain records concerning employee referrals to a Substance Abuse Professional for at least five years.

#### **Quarterly Reporting**

- Provide Employee Assistance Program Utilization Report, Client Satisfactory Survey, and newsletters.

#### **E. Other Service**

The Contractor must be available to represent the Consortium and/or any of its individual members during audits conducted by state or federal officials.

#### **F. Customer Service Expectations**

The Consortium has extremely high expectations related to customer service and contractor performance. The Contractor should expect some interface with the Consortium Coordinator and consortium member DERs. Program Review meetings will be held at least on a semi-annual basis.



## SECTION III - SUBMISSIONS

### *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 cost 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 Employee Assistance Program and Substance Abuse Professional Services" and shall include the Respondent's name.

The outer envelope (or box) of the proposal package must be clearly marked "**PROPOSAL FOR EMPLOYEE ASSISTANCE PROGRAM AND SUBSTANCE ABUSE PROFESSIONAL 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 20 - 8 ½ X 11 sheets or 40 pages of double-sided prints. Font size 12 points. Required certifications are not considered part of the page limit. Marketing materials and/or product brochures are not considered part of the page limit. Required certifications and forms, and information required thereon (Exhibits C, D, E, and G) 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 D & E) must be completed, signed, dated and notarized (where applicable), and submitted with each Proposal.

Cost Proposal information shall be based on the type of Employee Assistance Program and Substance Abuse Professional services 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 successful 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 C.

### *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. STATEMENT OF QUALIFICATIONS**

The Proposal must include a statement regarding the experience and performance of the Proposer in providing Employee Assistance Program (EAP) and Substance Abuse Professional (SAP) services. This statement should, at a minimum include a discussion of the availability of the resources necessary to perform the scope of work requirements either within the Proposer's firm or through the use of subcontractors.

The Proposer must have a minimum of five years of experience in the provision of EAP and SAP services and demonstrate it has the ability to fulfill the obligations of this contract.

##### **B. REFERENCES**

The proposal must also include a list of references to whom the Proposer has provided professional 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, telephone number, period of performance of service, total number of safety sensitive positions, and the total number of tests by type conducted.

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

##### **C. FINANCIAL STATEMENTS**

Financial statements, including the most recent three (3) years of audited financial reports (if publicly held corporation) or information similar to that contained in an annual report (if privately held corporation) that documents the financial stability of the firm must be submitted as part of the Proposal.

##### **D. RESUMES**

The Proposer must provide, for each of the company principals involved with the contract, a detailed resume, indicating, at a minimum, the individual's name, which position the individual would be assigned to, years of relevant experience, and specific relevant experience.

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

An affirmative statement should be included indicating that the firm and all assigned key professional staff are licensed and qualified to practice in Connecticut.

#### **5. QUALITY OF SERVICE**

The Proposer shall provide detailed information on the firm's methodology in meeting the requirements identified in the Scope of Work Section of this RFP and Attachments. The Proposer must describe the firm's overall approach to include any special considerations that may be envisioned.

The Proposer shall describe in detail how it would accomplish and comply with all of the program requirements. **This section must include a response to each section in the Scope of Services (Section II).** The Proposer will identify the response/approach to each section in the order the section appears in the specifications. The Proposer must identify how the section requirements will be met and how the Proposer intends to achieve full compliance.

## ***6. IMPLEMENTATION PLAN***

For the Implementation Plan, the Proposer must provide a comprehensive, detailed plan to assume the EAP and SAP services as stated in the Scope of Work section. This plan shall provide for the orderly transition of all functions as it is the intent of the District to continue the present testing levels with no breaks during the procurement process. A detailed schedule must be supplied along with any appropriate information including major tasks and key milestone dates for the transition, based on weeks after notice to proceed; logical dependencies to indicate what tasks must be completed before other tasks can begin. Highlight the tasks that require the District's involvement as well as that of the current contractor and explain to what degree the District must be involved.

## ***7. AFFIRMATIVE ACTION PLAN***

The Proposer shall include a copy of the Proposer's (and, if applicable any subcontractor's) Affirmative Action Plan, EEO Plan, or any other Non-Discrimination Plan or Policy that has been adopted by the Proposer. Please include a brief description of how the plan or policy is implemented.

## ***8. REQUIRED CERTIFICATIONS***

The Proposal must include the completed and signed certifications shown in Exhibits D and E.

## ***9. COST PROPOSAL FORM***

The Cost Proposal must specify all costs and fees to be charged to provide the EAP and SAP services as stated in this RFP. The cost proposal form shown in Exhibit G must be completed for each service year. The Cost Proposal must be submitted in a separate sealed and labeled package. **PLEASE NOTE: Cost information must appear only in the Cost Proposal; cost information must not be discussed in the technical proposal.**

## ***10. MISCELLANEOUS INFORMATION***

The Proposer is encouraged to submit other information which may be pertinent to the evaluation of the Proposal. The additional material does not count towards the page limit of the technical proposal.

## **SECTION IV**

### ***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 cause 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. Experience of firm and staff (25 points)**

Elements thereof include the experience and capability of the firm to undertake this contract with the District; years of experience in providing service; extent of previous service; expertise in drug and alcohol testing services with US Department of Transportation Federal Transit Administration mandated tests, number of drug and alcohol testing services managed and location thereof. Experience providing services for a project of similar size and scope including references; proposer's history and financial stability will be considered including availability of staff and their responsibilities in the provision of these services; adequacy of personnel assigned to the drug and alcohol testing services will be measured by experience and education.

**B. Quality of Service (30 points)**

Demonstrated understanding of the required work and services as stated in the RFP Scope of Work. Proposer's compliance with and responsiveness to RFP instructions, specifications, requirements and scope of work as shown through response/approach submitted to address and ensure compliance with each section in the Scope of Work.

This aspect concerns the availability of collection sites; certification of testing laboratories; ability to conduct monthly testing; sampling methodology; database maintenance; ability to perform on site collections; level of customer service; qualifications of MRO; and content of written training materials. This section will also review record keeping and reporting capabilities.

**C. Implementation Plan and Schedule (10 points).**

The Proposers ability to demonstrate a feasible implementation plan and schedule setting forth the specific tasks necessary to begin services; timeline for completing the transition by July 1, 2023; and any additional resources that will be applied through the transition period will also be reviewed.

**D. Utilization of SBEs (10 points)**

Compliance with the District's SBE goals as set forth in the RFP will be evaluated.

**E. Cost Proposal (25 points)**

This aspect relates to the Contractor's overall budget, and the completeness and reasonableness of specific budget assumptions and projected level estimates. The reasonableness of the total cost proposal and the competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; and reasonableness of unit price.

Proposals will be rated on the basis of the total cost of services. The Proposal asserting the lowest will receive 25 points. All other proposals will receive between 1 to 24 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 25 points to determine 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.

**EXHIBIT A**  
**STATE OF CONNECTICUT 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 will 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 State pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the State in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

#### **RIGHT TO INSPECT RECORDS**

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

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

**PROVISIONS DATED MARCH 6, 1998**  
**“SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES”**

1. General

- A. Equal employment Opportunity Requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375, the Railroad Revitalization and Regulatory Reform Act of 1976 and other U.S. Department of Transportation nondiscrimination legislation are set forth in this Required Contract/Agreement Provision. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract (or agreement) and supplement the equal employment opportunity requirements set forth in other related contract provisions.
- B. “Company” refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:
- |                |   |
|----------------|---|
| Contractors    | Vendors (where applicable)                |
| Subcontractors | Suppliers of Materials (where applicable) |
| Consultants    | Municipalities (where applicable)         |
| Subconsultants | Utilities (where applicable)              |
- C. The Company will work with the Connecticut Department of Transportation and the federal government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract or agreement.
- E. The Company and all their subcontractors or subconsultants holding subcontracts or subagreements of \$10,000 or more on federally assisted projects and \$5,000 or more on state funded projects, will comply with the following minimum specific requirement activities of equal employment opportunity. The Company will physically include these requirements in every subcontract or 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 of trainees in each occupation shall be in their first year of apprenticeship of training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- 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 B**  
**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 C**  
**GENERAL INFORMATION FORM**

## GENERAL INFORMATION FORM

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

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

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

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

Years in business providing EAP/SAP Services: \_\_\_\_\_

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 January 31, 2023. 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 EMPLOYEE ASSISTANCE PROGRAM SUBSTANCE ABUSE PROFESSIONAL  
SERVICES (EAP/SAP)**

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 D**  
**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 E**  
**STATE OF CT CERTIFICATIONS**



## **CONNECTICUT REQUIRED CERTIFICATIONS**

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

[www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

Check this State of Connecticut Internet site immediately before you submit your proposal in case of any recent changes to the State's contractual requirements. It is the responsibility of the proposer to ensure that any and all up-to-date contract certification forms are properly filled out and submitted with your proposal.

**REQUIREMENTS OF THE STATE OF CONNECTICUT**

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

\_\_\_\_\_  
Signed:

\_\_\_\_\_  
Authorized Corporate Official

\_\_\_\_\_  
Date

## SMALL/MINORITY BUSINESS ENTERPRISE (SBE/MBE) CERTIFICATION

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

### **SMALL BUSINESS ENTERPRISE (SBE):**

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

### **MINORITY BUSINESS ENTERPRISE (MBE):**

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

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

No\_\_\_\_; My Company is not certified by the State of Connecticut as a SBE.

### **SBE Certification**

The contractor hereby acknowledges that **District** has established an annual SBE goal of **twenty-five percent (25%)**.

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: \_\_\_\_\_, 2023

*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 \_\_\_\_\_, 2023.

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

**EXHIBIT F**  
**CONSTORTIUM MEMBER INFORMATION**

## CONSORTIUM MEMBERS' INFORMATION

This Exhibit provides Consortium member information needed by the Contractor to implement the drug and alcohol testing program. While an attempt to list an accurate number of employees to be tested at all locations has been made, it is likely that the exact number will change through normal attrition and expansion.

Company	AC Count
Arrowline Acquisitions	15
Collins Bus Service	28
Connecticut Transit	1096
Cooperative Educational Services	14
Dattco, Inc.	30
Eastern CT Transportation	11
Estuary Transit District	56
First Transit	394
Greater Bridgeport Transit Authority	128
Greater New Haven Transit District	102
Housatonic Area Regional Transit	84
Mal's Auto & Truck Repair	30
Milford Transit District	27
MV Transportation	25
New Britain Transportation Co.	55
North East Transportation Co.	129
Northeastern Ct Transit District	14
Northwestern Ct. Transit District	18
Norwalk Transit District	115
Service Management Group, LLC	2
Southeast Area Transit District	74
The Transportation Association of Greenwich, Inc. (TAG)	4
Valley Transit District	19
Windham Region Transit District	61
Total Active and Covered Employees	2531



**EXHIBIT G**  
**COST PROPOSAL FORM**

## **COST PROPOSAL FORM**

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

CONTRACT YEAR: \_\_\_\_\_

Proposer shall base cost estimates on approximately 1,300 drug tests and 500 alcohol tests performed for each fiscal year. The Contractor shall understand that these numbers are only estimates. All amounts must be annualized. The amount shown in item E below should be sum of all items.

**COST PROPOSAL FORM (Base Term)**  
**Fiscal Year 2024: July 1, 2023 - June 30, 2024**

	<b>Unit Price</b>	<b>Annual Total Price</b>
A. <u>Employee Assistance Program</u>		
1. Annual fee for employee	\$_____	\$_____
B. <u>Other Testing Services</u>		
1. SAP Referral	\$_____	\$_____
C. <u>Training</u>		
1. Employee Assistance Program Training (as needed on site training)	\$_____	\$_____
D. <u>Other</u> (Please Explain)	\$_____	\$_____
E. <b>TOTAL PRICE (items A through D)</b>		<b>\$_____</b>

**COST PROPOSAL FORM (Option Year 1)**  
**Fiscal Year 2025: July 1, 2024 - June 30, 2025**

	<b>Unit Price</b>	<b>Annual Total Price</b>
A. <u>Employee Assistance Program</u>		
1. Annual fee for employee	\$ _____	\$ _____
B. <u>Other Testing Services</u>		
1. SAP Referral	\$ _____	\$ _____
C. <u>Training</u>		
1. Employee Assistance Program Training (as needed on site training)	\$ _____	\$ _____
D. <u>Other</u> (Please Explain)	\$ _____	\$ _____
E. <b>TOTAL PRICE (items A through D)</b>		<b>\$ _____</b>

**COST PROPOSAL FORM (Option Year 2)**

**Fiscal Year 2026: July 1, 2025 - June 30, 2026**

	<b>Unit Price</b>	<b>Annual Total Price</b>
A. <u>Employee Assistance Program</u>		
1. Annual fee for employee	\$_____	\$_____
B. <u>Other Testing Services</u>		
1. SAP Referral	\$_____	\$_____
C. <u>Training</u>		
1. Employee Assistance Program Training (as needed on site training)	\$_____	\$_____
D. <u>Other</u> (Please Explain)	\$_____	\$_____
E. <b>TOTAL PRICE (items A through D)</b>		<b>\$_____</b>

**COST PROPOSAL FORM (Option Year 3)**  
**Fiscal Year 2027: July 1, 2026 - June 30, 2027**

	<b>Unit Price</b>	<b>Annual Total Price</b>
A. <u>Employee Assistance Program</u>		
1. Annual fee for employee	\$ _____	\$ _____
B. <u>Other Testing Services</u>		
1. SAP Referral	\$ _____	\$ _____
C. <u>Training</u>		
1. Employee Assistance Program Training (as needed on site training)	\$ _____	\$ _____
D. <u>Other</u> (Please Explain)	\$ _____	\$ _____
E. <b>TOTAL PRICE (items A through D)</b>		<b>\$ _____</b>

**COST PROPOSAL FORM (Option Year 4)**  
**Fiscal Year 2028: July 1, 2027 - June 30, 2028**

	<b>Unit Price</b>	<b>Annual Total Price</b>
A. <u>Employee Assistance Program</u>		
1. Annual fee for employee	\$ _____	\$ _____
B. <u>Other Testing Services</u>		
1. SAP Referral	\$ _____	\$ _____
C. <u>Training</u>		
1. Employee Assistance Program Training (as needed on site training)	\$ _____	\$ _____
D. <u>Other</u> (Please Explain)	\$ _____	\$ _____
E. <b>TOTAL PRICE (items A through D)</b>		<b>\$ _____</b>